

**A G E N D A**  
**CITY COUNCIL MEETING**  
**MONDAY, NOVEMBER 7, 2022**  
**5:30 P.M.**  
**COUNCIL CHAMBERS**

Call to Order.

Pledge of Allegiance.

Roll Call.

- (mot) 1. Adoption of Agenda.
- (mot) 2. Approving minutes from October 17, 2022
- 3. Recognitions and Awards.  
Hormel Institute- Gail Dennisen
- (mot) 4. \*Consent Agenda

Claims:

- a. Pre-list of bills
- b. Credit Card and Financial Report.

**PUBLIC HEARINGS:**

- 5. Public hearing on sanitary sewer assessments.
- (res) 6. Declaring the cost of the assessment.
- (res) 7. Adopting the assessment roll.
- (res) 6. Reviewing a tax abatement application from New Horizon Homes, LLC.  
a. Approval or denial of abatement.
- 7. Reviewing a tax abatement application from Bigelow & Lennon Construction.  
(res) a. Approval or denial of abatement.

**PETITIONS AND REQUESTS:**

- (mot) 8. Approving two full time tree trimmer positions.
- (res) 9. Decertifying Tax Increment Financing (redevelopment) District No. 11.
- (res) 10. Approving change order number 1 to the City Hall lighting replacement project.
- (res) 11. Accepting donations to the City of Austin.
- (res) 12. Approving a contract with Flashing Thunder Fireworks.

Council Agenda  
November 7, 2022

(res) 13. Approving a contract with SRF and MnDot for design services on 4<sup>th</sup> Street NW as part of the I90 corridor project.

(res) 14. Approving an individual control mechanism agreement with LL Parks, LLC.

(res) 15. Approving a memorandum of agreement with the Minnesota Pollution Control Agency.

(res) 16. Approving a contract with Armon Architecture, Inc. for Library construction services.

(res) 17. Granting a gambling premise permit for the Fraternal Order of the Eagles at the Windrift Lounge, LLC.

(res) 18a. Approving 2023 City health insurance plan options.

(res) 18b. Approving employer contributions and plans for non-bargaining unit employees.

19. Approving 2023 health insurance memorandum of agreements.

(res) a. Minnesota Public Employees Association (MNPEA)

(res) b. Law Enforcement Labor Services (LELS)

(res) c. International Association of Firefighters (IAFF)

(res) d. Austin Associates Organization (AAO)

(res) e. Austin Employees Association (AEA)

(res) f. United Auto Workers, Local 867 – Street & Sewer

(res) g. United Auto Workers, Local 867 – Waste Water Treatment Plant

(res) h. United Auto Workers, Local 867 – Parks

20. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at the following locations:

(mot) a. 302 4<sup>th</sup> Street SE, Johnson Property.

(mot) b. 304 4<sup>th</sup> Street SE, Evergreen Ventures Property.

(mot) c. 1200 3<sup>rd</sup> Avenue NE, Carlos Property.

(mot) d. 911 13<sup>th</sup> Avenue NE, Walker Property.

**CITIZENS ADDRESSING THE COUNCIL**

**HONORARY COUNCIL MEMBER COMMENTS**

**REPORTS AND RECOMMENDATIONS:**

City Administrator  
City Council

(mot) Adjourn to **Monday, November 21, 2022** 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**  
**October 17, 2022**  
**5:30 PM**  
**Council Chambers**

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

**MEMBERS ABSENT:** Council Member Jason Baskin

**STAFF PRESENT:** City Administrator Craig Clark, Director of Administrative Services Tom Dankert, Police Chief David McKichan, Human Resources Director Trish Wiechmann, Public Works Director Steven Lang, Fire Chief Jim McCoy, Planning and Zoning Administrator Holly Wallace, Park and Rec Director Dave Merrill, City Attorney Craig Byram, Library Director Julie Clinefelter, Parks and Recreation Supervisor Randy Hofner and City Clerk Ann Kasel

**PUBLIC PRESENT:** Austin Daily Herald, John Mueller, KAUS Radio, Laura Helle, Alexander Stoltz

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

Addition:

Consent Agenda License

Food: Windrift, LLC, 2511 11<sup>th</sup> Street NE

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

Moved by Council Member Fischer, seconded by Council Member Postma, approving Council minutes from October 3, 2022 and October 10, 2022. Carried.

**CONSENT AGENDA**

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

Licenses:

Exempt Gambling (raffle): United Catholic Schools on November 2, 2022

Exempt Gambling (raffle): Whitetails Unlimited Southern MN Chapter on January 7,

2023

Food: Scooters Coffee, 1400 14<sup>th</sup> Street NW  
Food: Windrift, LLC, 2511 11<sup>th</sup> Street NE

Claims:

- a. Pre-list of bills
- b. Investment Report.

Carried.

## PUBLIC HEARINGS

A public hearing was held for the assessments of sanitary sewer assessments. City Clerk Ann Kasel stated letters were mailed to each property owner and notice was published in the paper of the assessment.

There were no public comments.

Moved by Council Member Postma, seconded by Council Member Fischer, adopting a resolution declaring the cost of the assessment. Carried 6-0.

Moved by Council Member Fischer, seconded by Council Member Austin, adopting a resolution adopting the assessment roll for sanitary sewer assessments. Carried 6-0.

A public hearing was held for the assessment for tree removal. City Clerk Ann Kasel stated the public hearing was a continuation of the October 3, 2022 public hearing for tree removal.

There were no public comments.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution for the assessment roll for tree removal. Carried 6-0.

A public hearing was held for a tax abatement application from New Horizon Homes, LLC. City Administrator Craig Clark stated a single-family home with the proposed valuation of \$495,000 is being proposed to be built. He added that the application is in conformance with the City's tax abatement policy and requested approval of the abatement.

Moved by Council Member Postma, seconded by Council Member Waller, adopting a resolution approving a tax abatement for New Horizon Homes, LLC. Carried 6-0.

## BID AWARDS

The City received bids for demolition of the building at 408 4<sup>th</sup> Avenue NW. The following bids were received:

Contractor	Bid
Hansen Hauling & Excavating	\$18,560
Jim's Excavation, LLC	\$30,250
Jensen Excavating & Trucking	No bid

Public Works Director Steven Lang stated the property is the former Mayo office that the City acquired. The commercial building will be demolished and the garage will be relocated the Kaufman Park to be used as a warming house and storage area. Mr. Lang recommended awarding the bid to Hansen Hauling & Excavating.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution awarding a bid for building demolition at 408 4<sup>th</sup> Avenue NW to Hansen Hauling & Excavating. Carried 6-0.

The City received bids for the Austin Public Library construction project. The following bids were received:

BIDDER	TOTAL BID	LESS: CANOPY	NET BID
The Joseph Company	\$1,716,000	\$165,000	\$1,551,000
APX Construction	\$1,619,770	\$55,965	\$1,563,805
Met-Con Construction	\$1,934,100	\$161,600	\$1,772,500
Project One Construction, Inc.	\$2,012,500	\$175,000	\$1,837,500

Library Director Julie Clinefelter stated the bids came in more than anticipated and the scope of the project is being reduced by removing the canopy from the project. The project is being funded from multiple sources including a Minnesota Department of Education grant, Wienke Estate funds, City Building Fund and General Fund dollars and donations. She noted that part of the funding from the City will be paid back via fundraising. Ms. Clinefelter recommended awarding the bid to The Joseph Company.

Moved by Council Member Waller, seconded by Council Member Poshusta, adopting the resolution for the Library construction project to the Joseph Company. Carried 6-0.

The City received bids for LED street lighting. The following bids were received:

Contractor	Bid
Austin Electric	\$34,786
Fox Electric	\$38,795
Egan	\$39,930

Public Works Director Steven Lang stated the City is planning on converting 91 street lights to LED with the bid. He recommended awarding the bid to Austin Electric.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution awarding the bid for LED street lighting to Austin Electric. Carried 6-0.

## PETITIONS AND REQUESTS

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, adopting a resolution setting a public hearing on November 7, 2022 for the assessment of sanitary sewer. Carried 6-0.

Administrative Services Director Tom Dankert stated the City has used LOGIS for its financial software since 2010. The software is in need of an upgrade and LOGIS has provided Austin with an estimated implementation cost of \$252,555 and \$141,692 for each year thereafter, with annual increases. The annual cost is approximately \$58,000 more than the current contract. LOGIS is asking for a ten-year commitment from the City.

Moved by Council Member Postma, seconded by Council Member Waller, adopting a resolution approving a contract with LOGIS. Carried 6-0.

Public Works Director Steven Lang requested a stop sign at the intersection of 27<sup>th</sup> Avenue NW and 11<sup>th</sup> Street NW in Creekside Business Park due to the addition of Nu-Tek.

Moved by Council Member Fischer, seconded by Council Member Poshusta, approving a stop sign at 27<sup>th</sup> Avenue and 11<sup>th</sup> Street NW. Carried.

Public Works Director Steven Lang stated the City is preparing for a large sanitary sewer collection system project in the summer of 2023. The project will be completed in three phases in 2023, 2024 and 2027. Mr. Lang requested engineering services from WHKS due to the complexity of the project. WHKS provided an estimate in the amount of \$12,500 for the services.

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, adopting a resolution approving a contract with WHKS for design engineering services on the Institute lift station project. Carried 6-0.

Public Works Director Steven Lang stated the Turtle Creek Flood Control project was constructed in 2020 and consists of three project areas at a cost of \$5 million. FEMA requires the City to adopt the Operations, Maintenance, and Emergency Preparedness Plan as part of the project. Mr. Lang recommended the adoption of the manual.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution adopting the Operations, Maintenance, Repair, Replacements & Rehabilitation Manual for the Turtle Creek Flood Control Project. Carried 6-0.

Police Chief David McKichan stated the City operates nine emergency sirens which over the City of Austin. It was recently discovered that the sirens do not reach the recently annexed NW areas of Austin and an additional siren will be needed for this area. He requested \$40,000 from 2022 contingency funding for the project.

Moved by Council Member Fischer, seconded by Council Member Waller, approving \$40,000 from 2022 contingency for the addition of an emergency siren. Carried.

Administrative Services Director Tom Dankert requested the Council approve budget adjustment number five which would reallocate City funds for recently approved projects.

Moved by Council Member Baker, seconded by Council Member Postma, adopting a resolution approving budget adjustment number 5. Carried 6-0.

Parks and Recreation Director Dave Merrill requested that the Council adopt a resolution giving the public access to ride snowmobile on a trail on the north side of Interstate 90 near the Nature Center. The trail was formerly on the south side of the interstate but is no longer accessible due to airport and armory improvements. He stated the Spamtown Sno-Drifters Snowmobile Club will be responsible for additional signage, snow fencing, grooming and enforcement. This authorization would be allowed for one year for Public Works to evaluate any physical impact on trail and intersection surfaces.

Moved by Council Member Waller, seconded by Council Member Fischer, adopting a resolution approving trail use for the Spamtown Sno-Drifters. Carried 6-0.

City Administrator Craig Clark stated the Council previously authorized the agreement needed a formal resolution on it.

Council Member Baker asked how does the City know that none of the Council Members have a conflict of interest in the project.

City Attorney Craig Byram stated each Council Member should use the honor system to disclose if there are conflicts on any item.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution approving TIF agreement for the Stencil project. Carried 6-0.

City Clerk Ann Kasel stated the Windrift was recently annexed into the City and therefore the property will fall under the City's jurisdiction for licensing. The Windrift will now be a City licensed property and she requested that the Council approve liquor licenses for the establishment.

Moved by Council Member-at-Large Austin, seconded by Council Member Waller, adopting a resolution approving hard liquor on-sale and Sunday hard liquor on-sale licenses for the Windrift, LLC. Carried 6-0.

Moved by Council Member Fischer, seconded by Council Member Poshusta, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 803 8<sup>th</sup> Avenue SW, Fuentes Property. Carried.

Moved by Council Member Postma, seconded by Council Member Fischer, granting the

Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 1202 9<sup>th</sup> Street NE, New Remodeling Property. Carried.

Moved by Council Member Fischer, seconded by Council Member Waller, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 1819 1<sup>st</sup> Avenue NE, Hanson Property. Carried.

Moved by Council Member Fischer, seconded by Council Member Waller, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 503 8<sup>th</sup> Avenue SE, Wakefield Property. Carried.

## REPORTS

Council Member Baker noted the boys' soccer team plays for the section championship on Tuesday.

Council Member Postma thanked Discover Austin and the snowmobile club for their work on the trail agreement.

Mayor King noted the Council accepted the jug of root beer from Gravity Storm at a previous meeting. He noted that City officials are not allowed to accept gifts so he paid for the jug.

Moved by Council Member-at-Large Austin, seconded by Council Member Waller, adjourning the meeting to November 7, 2022. Carried.

Adjourned: 5:56 p.m.

Approved: November 7, 2022

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

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

**City of Austin**  
**Ann M. Kasel, City Clerk**



**500 Fourth Avenue N.E.**  
**Austin, Minnesota 55912-3773**  
**Phone: 507-437-9943**  
**www.ci.austin.mn.us**

## **MEMORANDUM**

**To:** Mayor and City Council  
**From:** Ann M. Kasel  
**Re:** Assessment Hearings  
**Date:** October 20, 2022

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Attached are the assessment rolls for the final assessment hearing for three properties that are being hooked up to the sanitary sewer system. The property owners signed waiver agreements for the sewer access charge thereby choosing to place it on their taxes instead of having payment due immediately.

Each property owner was also mailed notice of the hearing and a notice was published in the Austin Daily Herald in accordance with State of Minnesota statutes.

Please let me know if you have any questions.

**RESOLUTION NO.**

**RESOLUTION DECLARING COST TO BE ASSESSED  
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT**

**WHEREAS**, the City Council has approved the project for sanitary sewer improvements.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF AUSTIN,  
MINNESOTA:**

1. The portion of the cost to be assessed against the benefited property owners is declared to be \$44,850.
2. Assessments shall be payable in equal annual principal installments extending over a period of ten (10) years, the first of the installments to be payable on or before the first Monday in January, 2023, and shall bear interest at the rate of 4% per annum from December 1, 2022.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the City Clerk's Office for public inspection.
4. The City Recorder shall upon completion of such proposed assessment, notify the Council thereof.

Passed by the Austin City Council this 7th day of November, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

## **RESOLUTION NO.**

**WHEREAS**, pursuant to proper notice duly given as required by law, the Council has met and heard and passed on all objections to the proposed assessment for the following local improvement:

Sanitary Sewer Improvements

### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, MINNESOTA:**

1. Such proposed assessment, a copy which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement and the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual principal installments extending over ten (10) years, the first of the installments to be payable on the first Monday in January 2023 and shall bear interest at the rate of 4 percent per annum. The first installment shall be added interest on the entire assessment from November 1, 2022 until December 31, 2023. To each subsequent installment when due shall be added interest one (1) year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, except that no interest shall be charged if the entire assessment is paid by November 30 of the assessing year. The remaining principal balance may be paid at any time to the City Clerk with interest accrued to December 31<sup>st</sup> of the payment year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax list of the County and such assessment shall be collected and paid over the same manner as other municipal taxes.

Passed by the Austin City Council this 7th day of November, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

31 extra days  
Fund -49480.4204

Resolution No.

Sanitary Sewer Project  
Interest at 4% starting December 1, 2022  
10 years

<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total Amount</u>
Angela Halling 34.876.0180	1.59 Ac. W. 1/2 N.E. 1/4		6-102-18	\$ 14,950.00
John Kenitz 34.876.0220	N. 1/2 S.E. 1/4 S.E. 1/4 N.W. 1/4 N.E. 1/4		6-102-18	\$ 14,950.00
Joel Ferguson 34.876.0240	E. 20 Rds N. 10 Rds S. 30 Rds N.W. 1/4 N.E. 1/4		6-102-18	\$ 14,950.00

Total Assessment: \$44,850.00

## HOUSING TAX ABATEMENT APPLICATION

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

Property Owner / Applicant: New Horizon Homes LLC – Jon Blaine

Current Address: 25388 670<sup>th</sup> St. Kasson Mn, 55944

Telephone: 507-250-3069

E-Mail: Newhorizonhomes.jon@gmail.com

Has applicant ever defaulted on property taxes?  Yes  No *If Yes, provide details on separate page(s).*Are property taxes current?  Yes  NoProposed Project:  New Construction  Replacement of housing unitProject Type:  Single Family  Duplex  Multi-familyProject Address: 1304 18<sup>th</sup> St. NE - Austin

Project Legal Description: Lot 4 Block 2 – Nature Ridge Third

Parcel Number: 34.468.0240

Estimated Project Valuation: \$395.000.00

Applicant Statement:

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

Builder would like to take advantage of the tax abatement program for future buyers of this new construction.

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.

Jon Blaine

09-30-22

Construction  
Certification

Signature of Applicant(s)

Date

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.

Jon Blaine

09-30-22

## FOR OFFICE USE ONLY: ELIGIBLE / APPLICABLE APPROVALS

Mower County

Date:

 City or  Township of

Date:

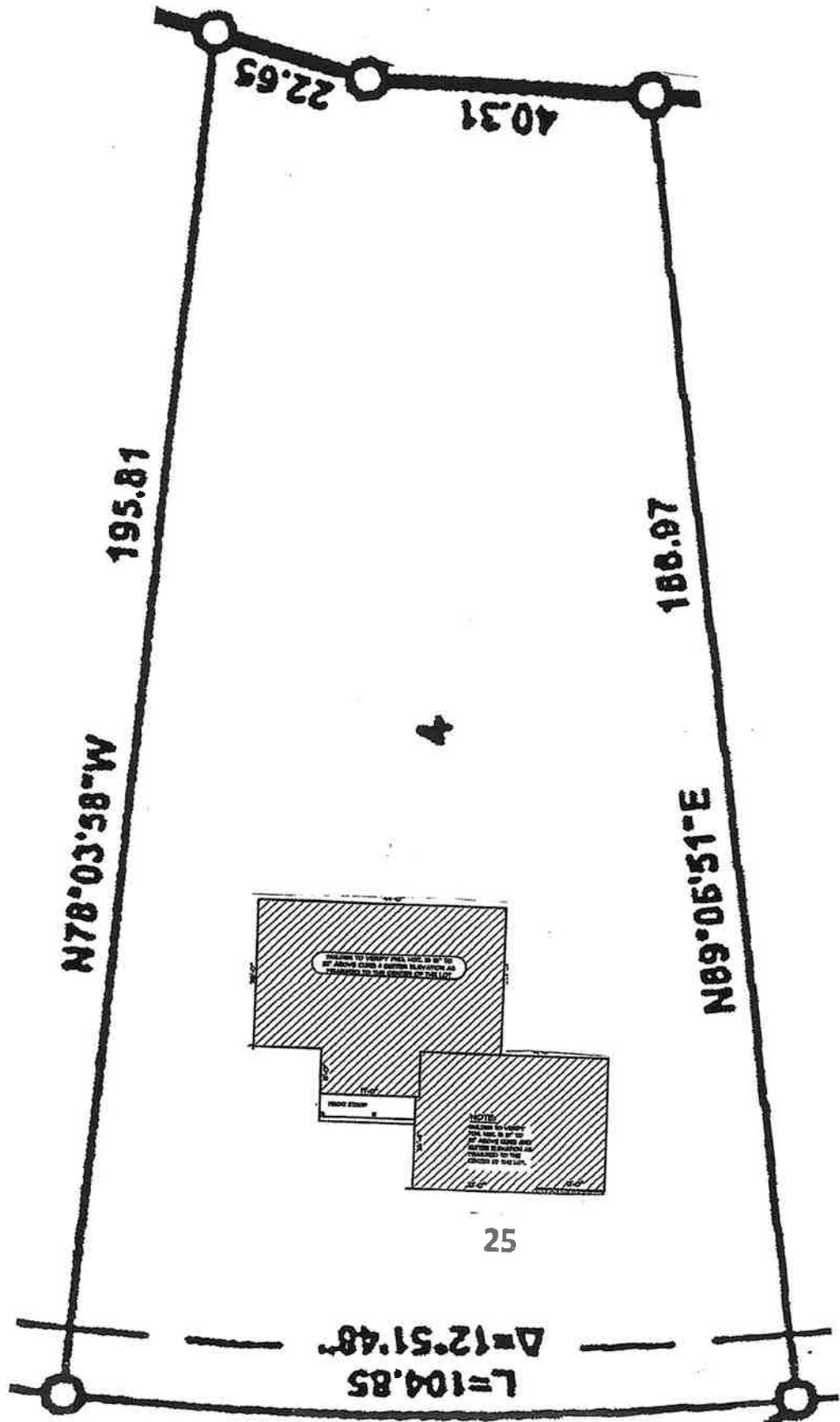
School District of

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.

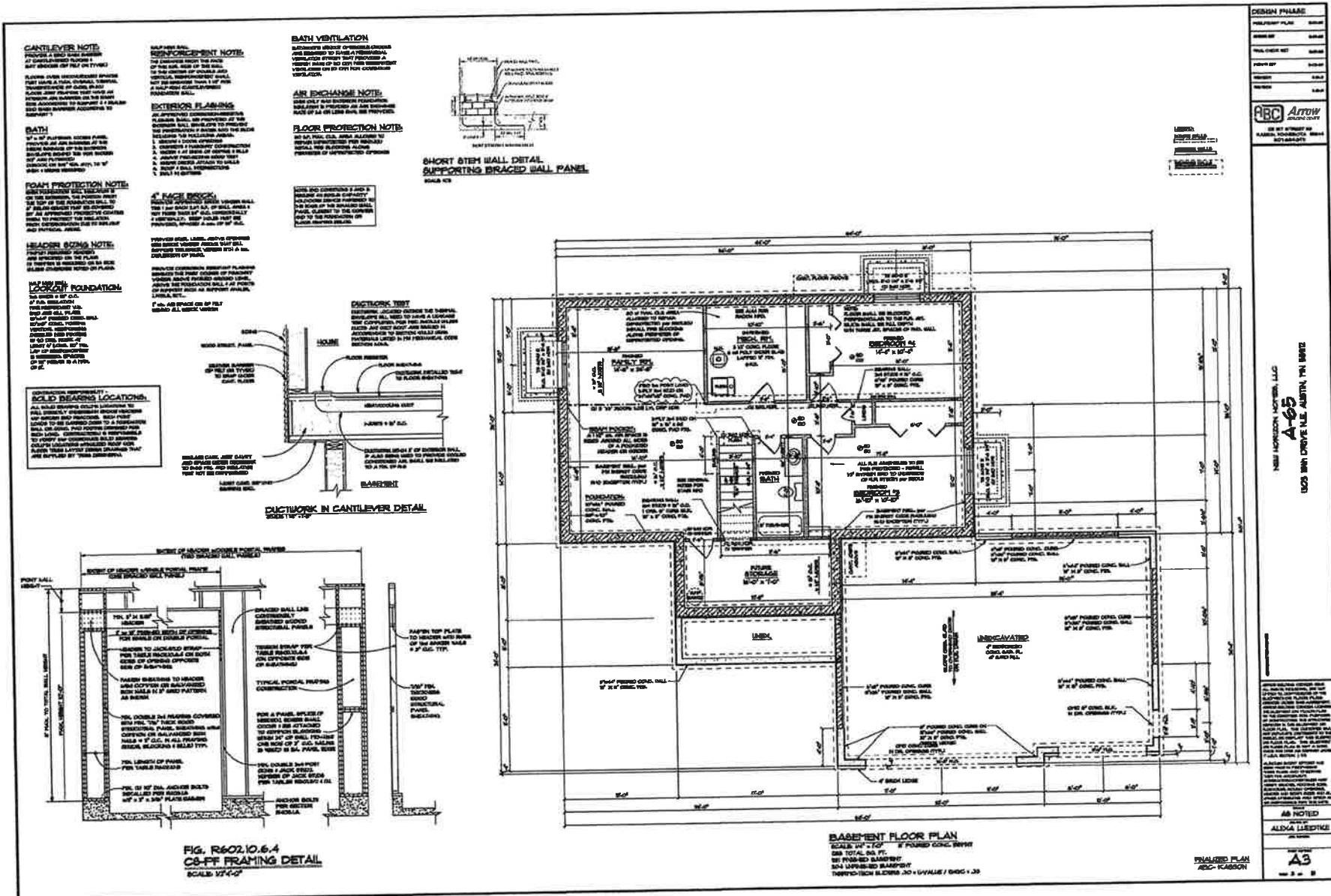
Please submit completed application with attachments to:

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



**1304 18<sup>th</sup> Street NE – Lot 4 Block 2 Nature Ridge Third**





**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, November 7, 2022, at 5:30 p.m. to consider a tax abatement request from New Horizon Homes, LLC, 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 \$10,280. The subject property is located at 1304 18<sup>th</sup> Street NE, Austin, Minnesota and is legally described as:

Lot 4, Block 2, Nature Ridge Third 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: October 22, 2022

**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**, New Horizon Homes, LLC is the owner of certain property within the City of Austin legally described as follows:

Lot 4, Block 2, Nature Ridge Third Addition to the City of Austin, Mower County.

**WHEREAS**, New Horizon Homes, LLC has made application to the City of Austin for the abatement of taxes as to the above-described parcel; and

**WHEREAS**, New Horizon Homes, LLC 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 7th day of November, 2022.

Yea

Nay

ATTEST:

APPROVED

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City Recorder

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Mayor

## HOUSING TAX ABATEMENT APPLICATION

(Application Period 8-1-16 through 12-31-2019)

Property Owner / Applicant:

Bigelow &amp; Lennon Construction

Current Address:

211 1<sup>st</sup> St. SW Byron, MN 55920

Telephone:

507-775-7068

E-Mail:

jill@bigelowlennon.com

Has applicant ever defaulted on property taxes?  Yes  No If Yes, provide details on separate page(s).Are property taxes current?  Yes  NoProposed Project:  New Construction  Replacement of housing unitProject Type:  Single Family  Duplex  Multi-family

Project Address:

XXXX 18<sup>th</sup> St. NE Austin, MN 55912

Project Legal Description:

Lot 19, Blk 1 Nature Ridge 3<sup>rd</sup>

Parcel Number: 34.468.0190 Estimated Project Valuation: \$ 437,000.00

## Applicant Statement:

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

To continue to build new homes for future residents of Mower County.

Attach building plans, site map, parcel information and parcel number. (Include letter of consent from property owner if subject to 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.

Construction Certification

Signature

Date

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.

Signature of Applicant(s)

Date

## FOR OFFICE USE ONLY: ELIGIBLE / APPLICABLE APPROVALS

Mower County

Date:

 City or  Township of

Date:

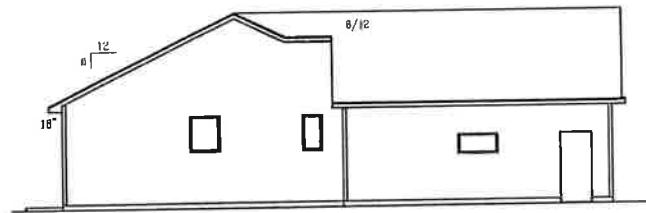
School District of

Date:

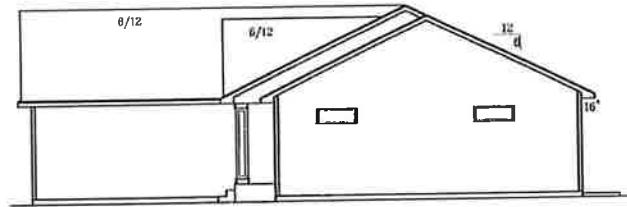
**Disclaimer:** Each taxing entity makes its own decision on approval or denial of application for tax abatement. Applications must comply with all requirements of the policy/program as outlined in the policy/program guidelines and build within allotted timeframe or tax abatement offer will be automatically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

Please submit completed applications to:

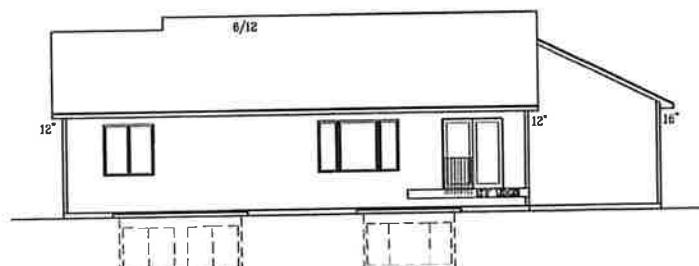
Mower County Administration  
201 1<sup>st</sup> Street NE, Suite 9, Austin MN 55912  
507-437-9549  
Office Hours: M-F 8 a.m. - 4:30 p.m.



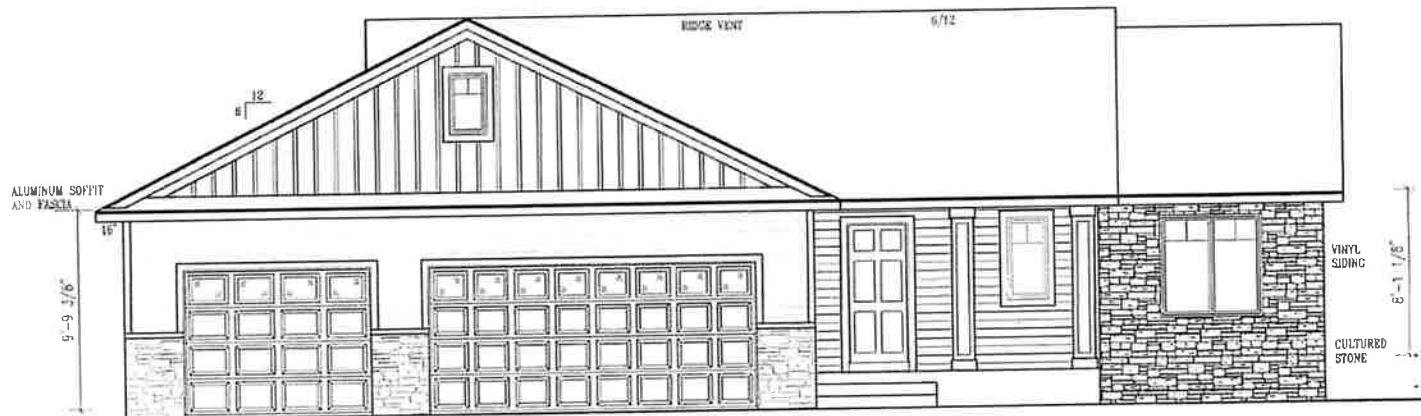
LEFT ELEVATION  
SCALE 1/8"-1'-0"



RIGHT ELEVATION  
SCALE 1/8"-1'-0"



REAR ELEVATION  
SCALE 1/8"-1'-0"



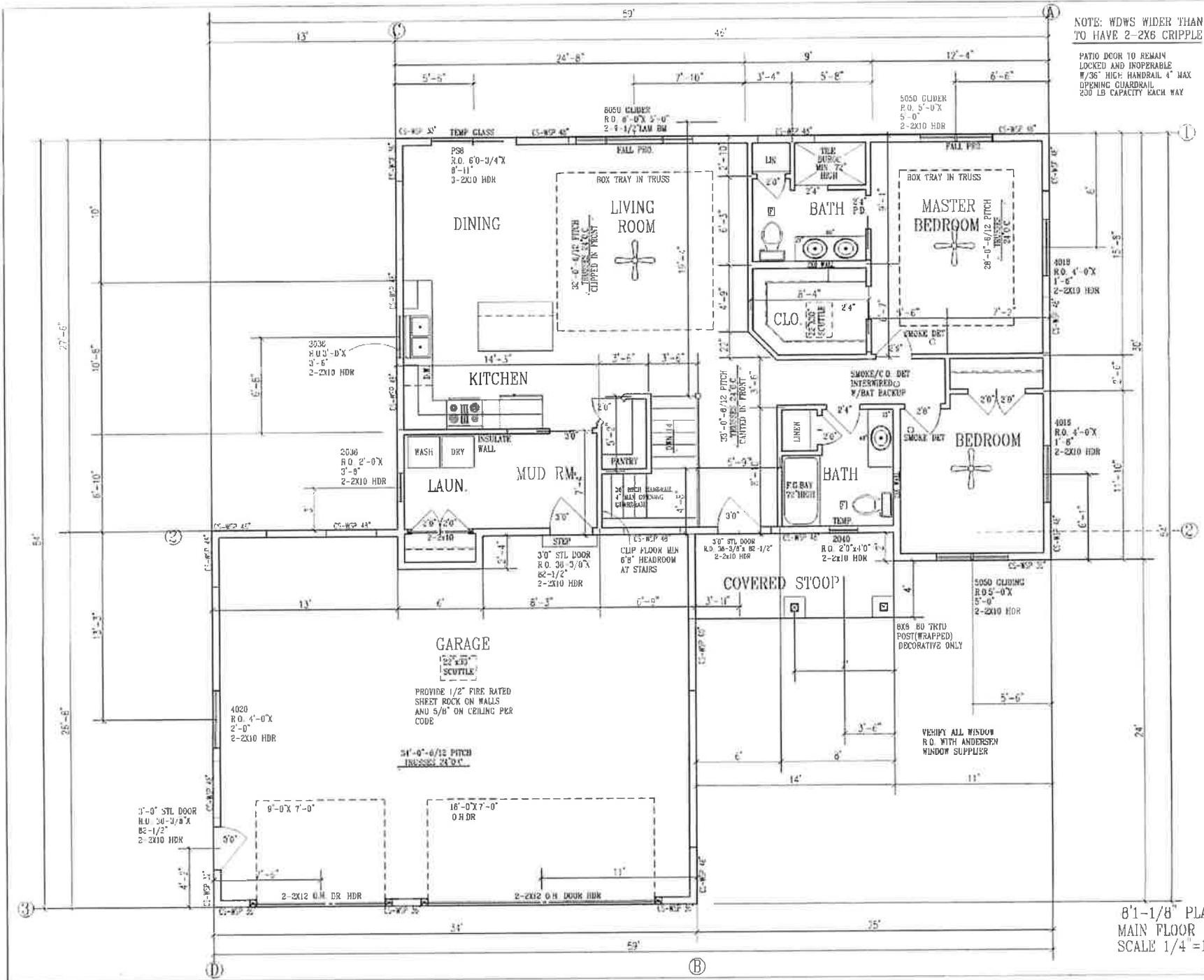
FRONT ELEVATION  
SCALE 1/4"-1'-0"

PROGRESSIVE PLAN  
DESIGN LLP  
RESIDENTIAL ARCHITECTURE  
14 County Rd 3 W Byron, IL 60520  
(815)773-5677 [proprogressiveplan@gmail.com](mailto:proprogressiveplan@gmail.com)

Architectural drawings by [www.schaeferdesignsinc.com](http://www.schaeferdesignsinc.com)  
Architectural drawings by [www.schaeferdesignsinc.com](http://www.schaeferdesignsinc.com)

CONTRACTOR  
BIGELOW HOMES  
CITY OF  
NATURE RIDGE, THIRD @ 19-1

Date: 09-26-22  
B.B. 1,324.00  
2213565  
KOTED



NOTE: WDWS WIDER THAN 4'-1" TO HAVE 2-2X6 CRIPPLE

PATIO DOOR TO REMAIN  
LOCKED AND INOPERABLE  
W/36" HIGH HANDRAIL 4" MAX  
OPENING GUARDRAIL  
200 LB CAPACITY EACH WAY

# PROGRESSIVE PLAN DESIGN LLP

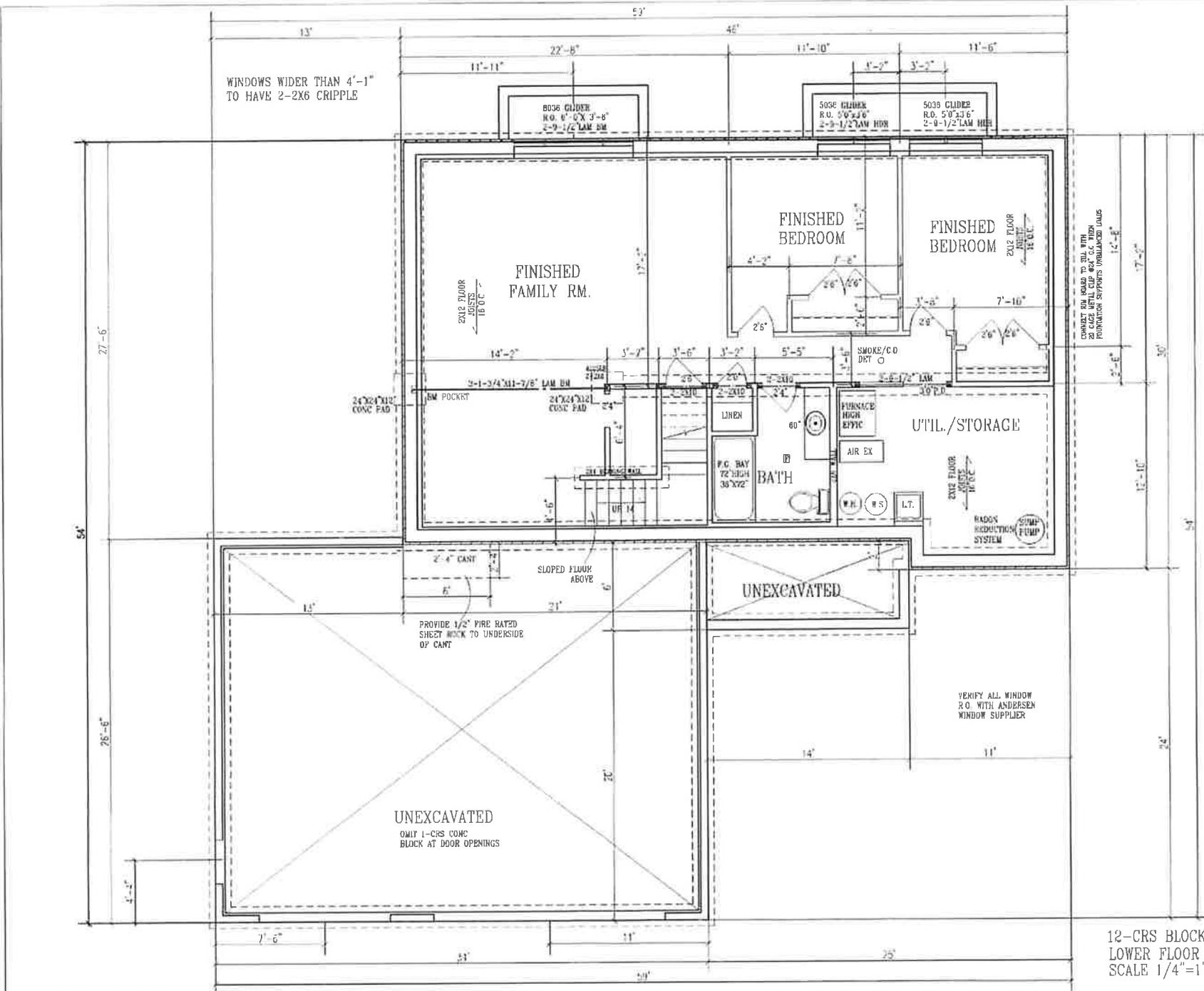
## RESIDENTIAL ARCHITECTURE

NON-REFLECTIVE  
BIGELOW HOMES  
WHERE NATURE RIDGE THIRD @ 19-1

14448	11.11
09-26-22	
1,324.00	
2213565	
NOTED	
14448	11.11

PROGRESSIVE PLAN  
DESIGN L.L.P.

RESIDENTIAL ARCHITECTURE  
(807) 775-6877 714 County Rd 3 RR Bryan, MN 56229  
progressiveplan@gmail.com



CONTRACTOR: BIGLOW HOMES

OWNER: NATURE RIDGE THIRD @19-1

DATE	09-26-22
AMOUNT	1,324.00
ITEM	2213565
NOTED	
BY	

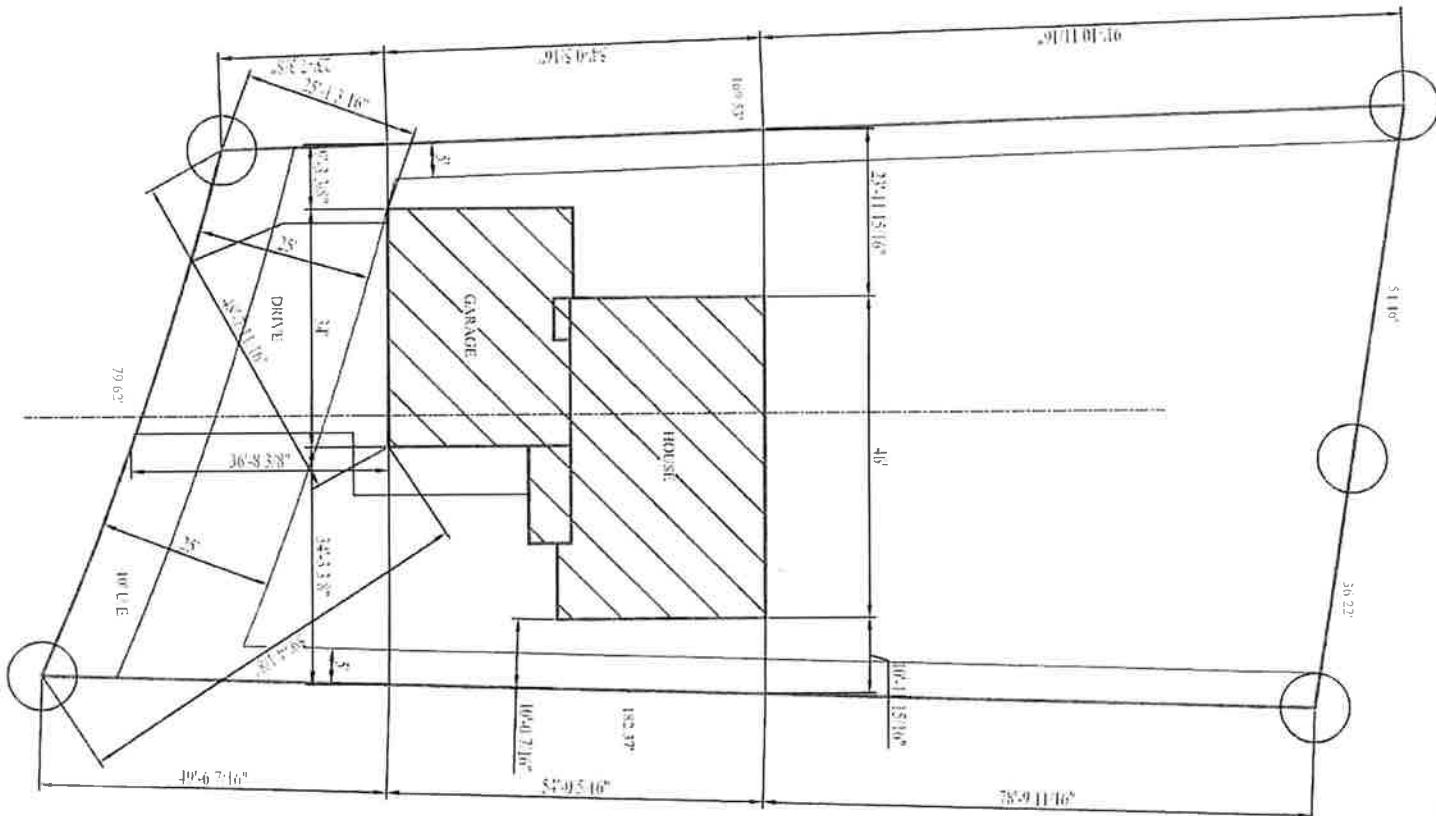
# PROGRESSIVE PLAN DESIGN LLP

RESIDENTIAL ARCHITECTURE  
714 CO. RD. 3 N.W. Byron, MN 56020  
(507)775-8877

LOT, #19 BLK. #1  
SUBDIVISION: NATURE RIDGE THIRD  
CITY: AUSTIN STATE: MN  
CONTRACTOR: BIGELOW HOMES  
CUSTOMER: N.R. MOD. #19-1  
#2213365



SCALE: 1" = 25'



## PURCHASE AGREEMENT

**RECEIVED OF** Bigelow & Lennon Construction, LLC the sum of \$500.00 as earnest money in part payment for the purchase of property in Mower County, Minnesota, described as:

Lot 19, Block 1, Nature Ridge Third in Outlot D and Outlot 3, Nature Ridge and Northeast Quarter of the Southeast Quarter of Section 35, Township 103 North, Range 18 West, Austin, Mower County, Minnesota.

LEGAL TO GOVERN, all of which property the undersigned has this day sold to the buyer for the sum of \$46,900.00, which the buyer agrees to pay as follows: Earnest money \$500.00 and \$46,400.00 cash when the buyer obtains the construction loan but not later than September 1, 2022. Seller will defer \$10,000.00 of the purchase price until the spec home is sold by buyer herein and buyer will sign a Promissory Note for 10,000.00 with no interest to accrue.

The real estate taxes due and payable in the year 2022 shall be prorated as of the date of closing. The real estate taxes due and payable in the year 2023 and thereafter shall be paid by the buyer.

Any special terms, conditions or representations, not readily determined by actual inspection are to appear on the reverse side of this contract.

Subject to performance by the buyer, the seller agrees to execute and deliver a Warranty Deed conveying a marketable title to said premises subject only to the following exceptions: (a) Building regulations, zoning laws, ordinances, state and federal regulations, (b) Restrictions relating to use or improvement of premises not subject to unreleased forfeiture, (c) Reservation of any minerals or mineral rights to the State of Minnesota. Utility Easements. Subject to rights of tenants, if any.

Seller certifies that there are no wells or septic system on said property.

To the best of Seller's knowledge, there are no hazardous substances or underground storage tanks except herein noted: NONE.

Seller is not aware of any methamphetamine production that has occurred on the property.

The seller further agrees to deliver possession not later than September 1, 2022 PROVIDED THAT ALL THE CONDITIONS OF THIS AGREEMENT HAVE BEEN COMPLIED WITH. Closing date shall be on or before September 1, 2022.

The Seller shall at its sole cost and expense provide Buyer with a current Commitment from a title insurer acceptable to Buyer for issuance of an Owner's Title Insurance Policy (the "Title Commitment"). Buyer shall be allowed twenty (20) days after receipt of the Title Commitment for examination and the making of any objections thereto, such objections (exclusive of any of the Permitted Title Exceptions) to be made in writing or deemed to be waived. If any objections are so made, Seller shall be allowed sixty (60) days after receipt of such objections to make title marketable. If title is not marketable and is not made to within said sixty (60) days of

this Agreement, Buyer may either (i) waive the uncured title defect and proceed with this transaction; (ii) terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be returned to Buyer and the parties shall be relieved of all further liability under this Agreement; (iii) exclude from this Agreement in writing the portions of the Property affected by the uncured title defect and proceed with this Agreement as to the remainder of the Property, with appropriate adjustment in the Purchase Price. If the title to the Property is found marketable or is made so within said time, and this Agreement is terminated by Seller in accordance with Minnesota Statutes Section 559.21, all Earnest Money shall be retained by Seller as liquidated damages.

(1) The following shall be Permitted Title Exceptions:

- (a) Easements of record which do not interfere with the Buyer's intended use of the Property.
- (b) Reservations of minerals or mineral rights by the State of Minnesota.
- (c) Building, zoning and subdivision laws and regulations provided the Property and its current use are in compliance with the same.
- (d) The lien of real estate taxes which are payable by Buyer pursuant to the terms and conditions of this Agreement.

(2) The following shall not be Permitted Encumbrances:

- (a) Any mortgage now of record against the Property.
- (b) Judgments or liens not satisfied at or before Closing.
- (c) Real estate taxes and special assessments which are the responsibility of Seller pursuant to the terms and conditions of this Agreement.

**Buyer has a general willingness to take title subject to the listed Permitted Title Exceptions subject to the other provisions of this Agreement and to an examination of title based upon the Minnesota Title Standards and upon Minnesota law.**

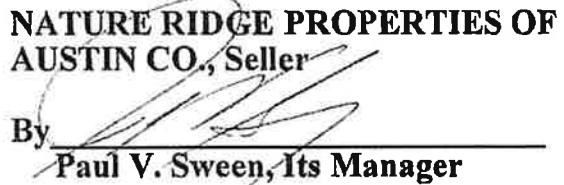
Buyer also reserves the right to evaluate the Permitted Title Exceptions in the light of Buyer's intended uses and enjoyment of the Property. Buyer shall have until the end of the period for stating Title Objections under subparagraph B above to make the evaluation and determine if these title issues will affect Buyer's intended use and enjoyment of the Property. If Buyer, in Buyer's sole discretion, determines that these title issues will adversely affect Buyer's intended use and enjoyment of the Property, Buyer may declare this Purchase Agreement void by timely notice to Seller, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to Buyer. If the period for stating Title Objections passes without Buyer's declaring that these title issues will adversely affect Buyer's intended use and enjoyment of the Property, then, subject to Seller's covenant to deliver a good and marketable title of record, Buyer shall take title subject to all Permitted Title Exceptions.

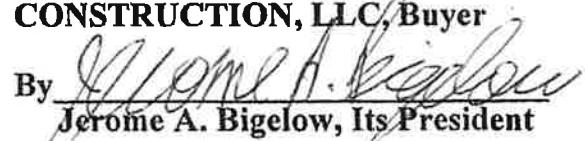
By delivery of the foregoing documents to Purchaser, Seller shall be deemed to have represented that all such documents and information are to Seller's Knowledge true, correct and complete.

Buyer shall pay for the cost of an Owner's Title Insurance Policy.

I hereby agree to sell/purchase the said property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

Dated this 14 day of July, 2021.

**NATURE RIDGE PROPERTIES OF  
AUSTIN CO., Seller**  
By   
**Paul V. Sween, Its Manager**

**BIGELOW & LENNON  
CONSTRUCTION, LLC, Buyer**  
By   
**Jerome A. Bigelow, Its President**

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND  
SELLER. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN  
APPROPRIATE PROFESSIONAL.**

F:\SFM\SFM PVS DICTATION\89122 PURCHASE AGREEMENT Lot 19, Block 1, Nature Ridge 3rd - 7-13-21.docx

**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, November 7 2022 at 5:30 p.m. to consider a tax abatement request from Bigelow & Lennon Construction, 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 \$11,600. The subject property is located at XXXX 18<sup>th</sup> Street NE, Austin, Minnesota and is legally described as:

Lot 19, Block 1, Nature Ridge Third 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: October 22, 2022

**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**, Bigelow & Lennon Construction is the owner of certain property within the City of Austin legally described as follows:

Lot 19, Block 1, Nature Ridge Third Addition, City of Austin, County of Mower

**WHEREAS**, Bigelow & Lennon Construction has made application to the City of Austin for the abatement of taxes as to the above-described parcel; and

**WHEREAS**, Bigelow & Lennon Construction 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 7th day of November, 2022.

Yea

Nay

ATTEST:

APPROVED

---

City Recorder

---

Mayor

**City of Austin  
500 4<sup>th</sup> Avenue NE  
Austin, MN 55912  
507-437-9940  
[www.ci.austin.mn.us](http://www.ci.austin.mn.us)**



**Tricia Wiechmann  
Human Resources Director  
507-437-9942  
[twiechma@ci.austin.mn.us](mailto:twiechma@ci.austin.mn.us)**

## MEMORANDUM

**TO:** Mayor & City Council

**FROM:** Tricia Wiechmann, Human Resources Director

**RE:** Filling of Two Tree Trimmer Positions

**DATE:** November 3, 2022

As discussed, and approved at the October 17 City Council work session, the city will move forward with the filling of two regular tree trimmer positions within the parks department, in accordance and parameters of the approved budget. This will be effective upon both formal Council action and posting requirements as prescribed in the UAW – Parks labor agreement, Article 7, 7.6 –

- 7.6 All job openings shall be posted for a period of seventy-two (72) hours (or thereafter until all employees have an opportunity to sign). The job shall first be filled by seniority in the Parks Department before outside help is hired.

These two positions will be paid the rate of tree trimmer, per the approved BPS, for all work performed, whether tree related or not.

Please let me know if you have any questions prior to Monday's meeting. Thank you.

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



Phone: 507-437-9940  
[www.ci.austin.mn.us](http://www.ci.austin.mn.us)

TO: Mayor and City Council  
*100*  
FROM: Tom Dankert, Director of Administrative Services  
DATE: October 19, 2022  
RE: Decertification of TIF District #11 CRC Project  
U:\Word\2022\Miscellaneous\City Hall LED lighting - Change Order #1.doc

As you may recall, we have passed budget adjustment #3 back in June of 2022 to approve the transfer of up to \$548,465 from tax increment financing district #11 to be used for an affordable housing project that is on the drawing board. This is the estimated balance at year end in this district that would longer have obligations that need to be paid off, and by state statute could then be used for our project.

As we near year-end, we will need Council to pass the attached resolution to decertify the tax increment district early, prior to its statutorily required decertification date at the end of 2028. We propose to have it decertified effective December 29, 2022 so there is no confusion with the Office of the State Auditor that this district would have it's last reporting done in 2023 for the 2022 year. After we transfer the maximum \$548,465 to the Building Fund for an affordable housing project, any remaining cash would be sent back to Mower County for redistribution (there isn't expected to be much if any left-over) prior to December 29.

This decertification would also put all of the land in this tax increment financing district back on the tax roles for 2023 for the City/County/School to capture property taxes from.

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

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

Council member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION DECERTIFYING  
TAX INCREMENT FINANCING (REDEVELOPMENT) DISTRICT NO. 11**

WHEREAS, on March 6, 2000, the City of Austin, Minnesota (the "City") established Tax Increment Financing (Redevelopment) District No. 11 (the "District"); and

WHEREAS, Minnesota Statutes, Section 469.174 to 469.1794 (the "TIF Act") authorizes the City Council of the City (the "Council") to decertify a tax increment financing district on any date after all the bonds and other obligations have been satisfied; and

WHEREAS, the originally expected decertification date for the District is December 31, 2028; and

WHEREAS, the City desires by this resolution to decertify the District with an effective date of December 29, 2022 (the "Effective Date"), by which all taxing jurisdictions will benefit from an increased tax base effective for taxes payable in 2023; and

WHEREAS, the Council acknowledges such action will be taken by Mower County to decertify the District as a tax increment district and to no longer remit tax increment from the District to the City as of the Effective Date; and

WHEREAS, the Council acknowledges that any receipt of tax increment from Mower County for the District after the Effective Date shall be declared and returned to Mower County as excess tax increment.

**NOW THEREFORE, BE IT RESOLVED** by the Council that:

1. The Director of Administrative Services is authorized and directed to provide Mower County with documents related to decertification of the District, to submit the Confirmation of Decertified TIF District form to the Office of the State Auditor and take any other steps required for a decertification as of the Effective Date.
2. The Director of Administrative Services is authorized and directed to determine the amount of excess tax increment in the account for the District and to return all excess tax increment to Mower County for redistribution to other taxing jurisdictions.

The motion for the adoption of the foregoing resolution was duly seconded by Council member \_\_\_\_\_, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Dated: \_\_\_\_\_, 2022

ATTEST:

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Mayor

---

City Recorder

(Seal)

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



Phone: 507-437-9940

www.ci.austin.mn.us

TO: Mayor and City Council  
*TD*  
FROM: Tom Dankert, Director of Administrative Services  
DATE: October 19, 2022  
RE: City Hall lighting replacements – Change Order #1  
U:\Word\2022\Miscellaneous\City Hall LED lighting - Change Order #1.doc

The City Council approved a contract with Austin Electric Inc. to retrofit LED lighting into city hall on July 5, 2022 for \$25,052.00 based on final counts. However, as our Facilities Maintenance Technician has been working closely with the company, we have discovered that the lower level had a storage room not included in the counts, plus the lower-level elevator (south) area was not included.

We would request approval of change order #1 in the amount of \$2,405.00

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

**RESOLUTION NO.**

**RESOLUTION APPROVING CHANGE ORDER NO. 1  
ON THE CITY HALL LED LIGHTING PROJECT**

WHEREAS, the City of Austin, Minnesota did enter into a contract with Austin Electric Inc. for the City Hall LED Lighting Project; and

WHEREAS, said contract, among other things, requires that change orders to the contract be approved by the City Council; and

WHEREAS, the proposed change order is an addition in the amount of \$2,405; and

WHEREAS, the City Council has reviewed the proposed changes to the contract and has accepted the recommendation of the Administrative Services Director that said changes are necessary and appropriate.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Austin, Minnesota that the proposed Change Order is hereby approved.

BE IT FURTHER RESOLVED that the City is authorized to execute said change order.

Passed by a vote of yeas and nays this 7th day of November, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor



**Austin Electric, Inc.**  
(507) 434-8080

Ph: 507-434-8080

## CHANGE ORDER

10/18/2022

CO #: 2206072 - CO01  
Prepared By: Chad Carlson

**Customer:** Austin, City Of  
**Address:** 500 4th Ave N.E.  
Austin, MN 55912  
**Contact:** Brian Mason  
**Phone:** 507-381-3249  
**Email:** brianm@ci.austin.mn.us

**Job Name:** City of Austin - City Hall Retrofit  
**Jobsite Address:** 500 4th Ave N.E.  
Austin, MN 55912

### JOB ITEMS

#### Additional Retrofit

1. Provide retrofit of (3) additional 2-lamp fixtures in lower level
2. Provide retrofit of (15) additional 4-lamp fixtures in lower level
3. Provide (2) emergency back-up fixtures in lower level

**\$2,405.00**

**TOTAL CHANGE ORDER ESTIMATE:** **\$2,405.00**

**TOTAL JOB ESTIMATE** **\$27,457.00**

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#### Customer Signature

(Signature consents approval of the Change Order)

RESOLUTION NO.

**ACCEPTING DONATIONS TO THE CITY OF AUSTIN**

WHEREAS, the City has received gift as follows:

Gift	Donor	For
\$500	Norcostco Inc.	Bike Club
\$375	Austin Area Foundation	Dog Park endowment fund
\$300	Disc Gold Tourney	Disc Golf Fund
\$3,000	Belita Schindler	Ski Program for Kids
\$275	Rocky and Great Plains Fire	Structural Fire Boots

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 7th day of November, 2022.

YEAS

NAYS

ATTEST:

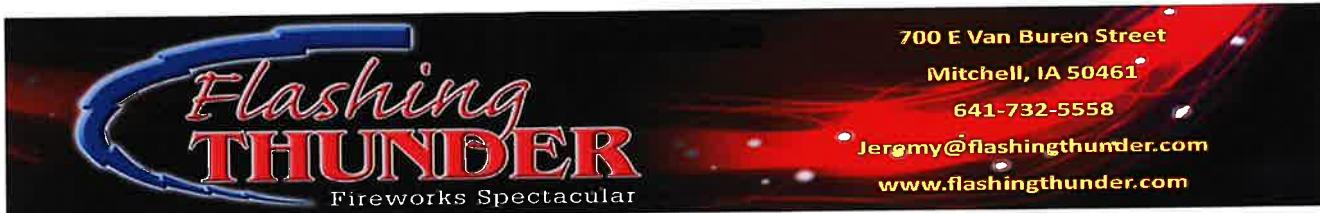
APPROVED:

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City Recorder

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Mayor



## FIREWORKS DISPLAY CONTRACT

This contract entered into this day of October 20, 2022 by and between Flashing Thunder Fireworks of Mitchell, Iowa and

Customer: City of Austin

Town/City: Austin State: MN

Flashing Thunder Fireworks for and in consideration of the terms herein after mentioned, agrees to furnish to the CUSTOMER (1) one fireworks display(s) as per agreement made and accepted, including the services of our Operator to take charge of fireworks display under the supervision of the display company, said display to be given on the evening(s) of: July 4, 2023. Rain date: July 5, 2023.

1. **Weather:** It is understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. Customer shall remit to the first party an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of FLASHING THUNDER FIREWORKS. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, FLASHING THUNDER FIREWORKS shall be entitled to up to 40% of the contract price for cost, damages, and expenses. If the fireworks exhibition is canceled by the CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay to FLASHING THUNDER FIREWORKS, on demand, all FLASHING THUNDER FIREWORKS's out of pocket expenses incurred in preparation for the show including but not limited to: preparations, design cost, deposits, licenses and employee charges.
2. **FLASHING THUNDER FIREWORKS** agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties and will abide with all state and federal regulation pertaining to the storing and displaying of fireworks.
3. **Payment:** It is further agreed and understood that the CUSTOMER is to pay FLASHING THUNDER FIREWORKS the sum of \$ 33,000.00 (Thirty Three Thousand dollars and 00/100) within 15 days after the display date. A service fee of 1.5% per month shall be added if account is not paid in full within the 15 days from the date of the show. All returned checks will be assessed a \$30.00 fee. CUSTOMER will be responsible for any permitting fees. If FLASHING THUNDER FIREWORKS is required to pay permit fees when filing permit applications, CUSTOMER understands that they will be billed for that amount.
4. **Insurance:** FLASHING THUNDER FIREWORKS shall be required to have a minimum of \$5,000,000 in commercial general Liability protecting it from claims for bodily injury and property damage caused by fireworks related incidents. By signing this contract Flashing Thunder will endorse the Customer as an additionally insured on it's commercial liability and excess liability policies
5. By Singing this agreement the CUSTOMER understands that City of Austin and their employees, officials, and agent are not covered under Flashing Thunder Fireworks general liability insurance when on the display site, and that any non FLASHING THUNDER FIREWORKS employees on the display site at any time are there at their own risk and will not hold FLASHING THUNDER FIREWORKS responsible for accidents and injury accrued while on the display site.
6. **CUSTOMER Responsibilities:** Customer will provide the following items:
  - (a) Sufficient display site area, including a minimum spectator set back of 600 feet at all points from the discharge area.
  - (b) Protection of the display area by roping off or similar facility.
  - (c) Adequate police protection to prevent spectators from entering display area.
  - (d) Permit from Local Authority giving permission to Flashing Thunder Fireworks to display fireworks.

7. To the fullest extent permitted by law, Flashing Thunder Fireworks agrees to defend, indemnify and hold harmless Customer, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including responsible attorney fees, arising out of Flashing Thunder Fireworks' negligence or Flashing Thunder Fireworks Failure to perform their obligations under this agreement. Flashing Thunder Fireworks' indemnification obligation shall apply to Flashing Thunder Fireworks subcontractors, or anyone directly or indirectly employed or hired by Flashing Thunder Fireworks, or anyone for whose acts Flashing Thunder Fireworks may be liable. Flashing Thunder Fireworks agrees this this indemnity obligation shall survive the completion or termination of this contract.
8. It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. CUSTOMER agrees to pay reasonable attorney's fees and collection fees incurred by FLASHING THUNDER FIREWORKS of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties themselves, their heirs, executors, administrators, successors and assigns.

**FLASHING THUNDER FIREWORKS**

By: Katie Mostek  
Title: V.P.  
Sign:   
Date 10/20/2022

**CUSTOMER**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Date \_\_\_\_\_

RESOLUTION NO.

APPROVING A FIREWORKS CONTRACT FOR 2023

WHEREAS, the City of Austin has been tasked with planning the 2023 Freedom Fest fireworks, and

WHEREAS, the City desires to sign a contract in the amount of \$33,000 with Flashing Thunder Fireworks for a one-night display on July 4, 2023; and

WHEREAS, funding for the fireworks will come from City budgeted funds, the Hormel Foundation and other community partners.

NOW THEREFORE, BE IT RESOLVED that the Austin City Council authorizes the Mayor and City Recorder to sign a fireworks contract for 2023 with Flashing Thunder Fireworks.

Passed by a vote of yeas and nays this 7th day of November, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

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



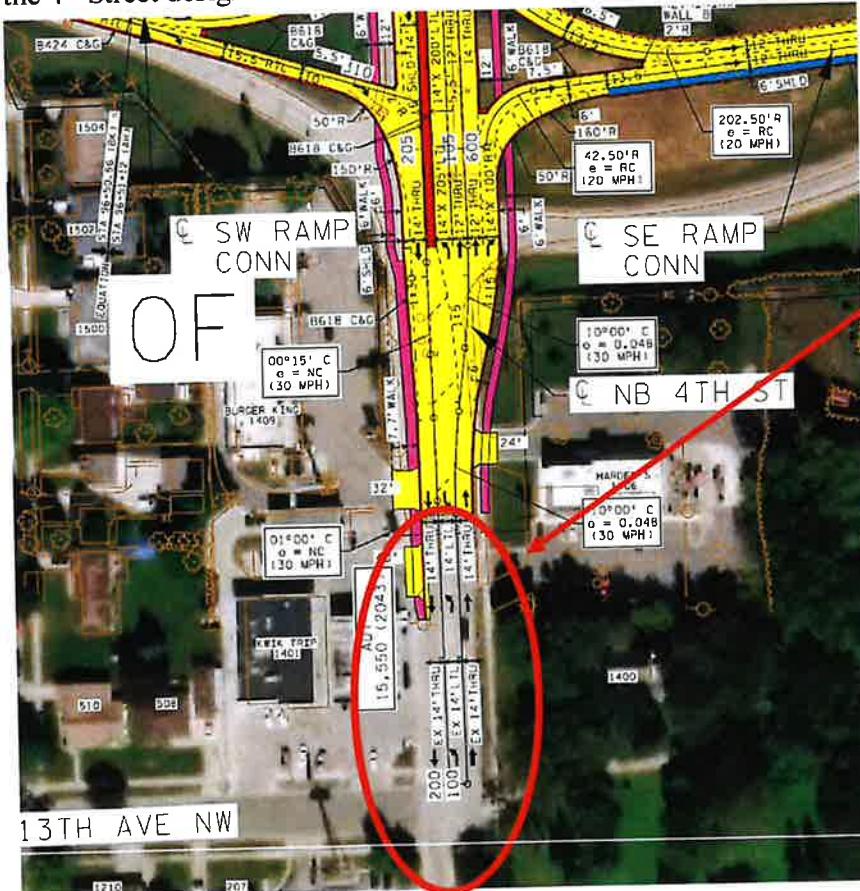
Steven J. Lang, P.E.  
City Engr./Public Works Dir.  
507-437-9949  
Fax 507-437-7101  
slang@ci.austin.mn.us

## Memorandum

**To:** Mayor & Council  
**From:** Steven J. Lang, P.E.  
**Date:** October 19, 2022  
**Subject:** 4<sup>th</sup> Street NW from 13<sup>th</sup> Ave. to I90, roadway redesign  
 Design Services Contract

At a work session back in January, we present a proposal from SRF for the design of 4<sup>th</sup> Street NW from 13<sup>th</sup> Avenue NW to I90. We felt it best for the adjacent businesses and traveling public to have reconstruction of this roadway coordinated with the 4<sup>th</sup> Street & I90 bridge replacement project.

Attached for your reference is an agreement detailing the cost share of the overall project design for the I90 corridor project. The City share for design being \$74,283.00 related to the 4<sup>th</sup> Street design.



- 1) The match point is just south of the Burger King driveway.
- 2) This leaves about 250 ft of additional roadway to reconstruct south to 13<sup>th</sup> Avenue NW.



I would recommend approval of this agreement between the State, City and SRF for the City's portion of costs related to the redesign of 4<sup>th</sup> Street NW from 13<sup>th</sup> Avenue to I90 totaling \$74,283.00. Feel free to contact me if you have any questions. Thanks

\* It is a large agreement and a majority of the document relates to MnDOT's I90 corridor project, so I have highlighted areas that relate to the City's 4th Street segment.

**AMENDMENT NUMBER 1 TO MnDOT CONTRACT NUMBER:**

Contract Start Date: February 18, 2021	Original Contract Amount:	\$1,951,112.51
Original Contract Expiration Date: February 15, 2024	Previous Amendment(s) Total:	\$0.00
Current Contract Expiration Date: February 15, 2024	Current Amendment Amount:	\$1,697,368.49
New Contract Expiration Date: Not Applicable	Total Amended Contract Amount:	\$3,648,481.00

**Federal Project Number:** Not Applicable

**State Project Number (SP):** 5080-170

**Trunk Highway Number (TH):** I-90

**Project Identification:** Preliminary and Detail Design for Bridges and Approach Roadways Along I-90 in Austin, MN

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State"), the City of Austin, through its City Council ("City") and **SRF Consulting Group, Inc.**, Address: 3701 Wayzata Boulevard, Suite 100, Minneapolis, MN 55416 ("Contractor").

**RECITALS**

1. State has a contract with Contractor identified as MnDOT Contract Number 1036777 ("Original Contract") to provide professional, technical assistance to provide preliminary bridge design services for five bridge replacements and 2 bridge rehabilitations/improvements. This effort also includes both preliminary and detail roadway design services for the adjacent approach roadways and ramp improvements. The deliverables under this Contract include, but not limited to, Environmental Document, Interstate Access Request, Preliminary Bridge Plans, Staff Approved Geometric Layout, Final Road Plans, Specifications and Cost Estimates.
2. State and the City have decided a need to amend the Contract to establish a partnership and incorporate a City's project into the design of SP 5080-170 under MnDOT Contract No. 1036777. Therefore, Amendment No. 1 to MnDOT Contract No. 1036777 adds the City as a partner of the State for the design of SP 5080-170 and establishes the cost shares for the State and the City. In this partnership, the City will receive detail design and construction plan for a segment of 4<sup>th</sup> Street in the City immediately adjoining SP 5080-170. The scope of work is also amended to incorporate the following items to complete all the deliverables associated with the design of SP 5080-170: (1) Utilize a Single Point Urban Interchange (SPUI) design configuration at the 4<sup>th</sup> Street interchange, (2) Final design for the US 218 north (14<sup>th</sup> Street) interchange, (3) Preliminary and final design for that portion of 4<sup>th</sup> Street, beginning at a point just south of 13<sup>th</sup> Avenue and extending to approximate Station 102+00 as depicted on the Staff Approved Layout dated March 23, 2022, (4) Preparation of a stand-alone plan set for cross over construction and shoulder rehabilitation in selected locations (SP 5080-176), (5) Include a possible pedestrian bridge replacement, the proposed cross-overs, the 4<sup>th</sup> St extension and the US 218 north interchange in the CATEX, (6) Prepare federal funding (INFRA) and Bridge Investment Discretionary grant applications for the entire project and (7) Eliminate Type 1 noise study from the project as it is not required.
3. State, City and Contractor are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

**REVISION 1. Subarticle 1.4 is amended as follows:**

1.4 Exhibits: Exhibits A through G A1, B1, C1, D1, D2, E1, F and G are attached and incorporated into this contract.

**REVISION 2. Subarticles 2.1-2.2 are amended as follows:**

2.1 Contractor, who is not a state employee, will complete the tasks listed in Exhibit A A1.

2.2 Deliverables are defined as the work product created or supplied by Contractor pursuant to the terms of this contract. See Exhibit A A1 for the full details on the deliverables to be provided by Contractor under this contract.

**REVISION 3. Subarticle 3.4 is amended as follows:**

3.4 See Exhibit A A1 for a detailed listing of responsibilities to be completed by State.

**REVISION 4. Subarticle 4.1 is amended as follows:**

4.1 Contractor will be paid on a Cost Plus Fixed Fee (profit) basis as follows:

Direct Labor Costs:	\$399,890.00	<u>\$824,526.00</u>
Overhead Rate Costs:	\$662,097.87	<u>\$1,385,167.00</u>
Fixed Fee Costs:	\$132,748.48	<u>\$276,212.00</u>
Direct Expense Costs:	\$2,799.00	<u>\$2,924.00</u>
Subcontractor(s) Costs:		
New Publica	\$70,629.50	<u>\$70,630.00</u>
DKJ Appraisal	\$45,000.00	
Braun Intertec	\$64,806.00	
Anderson Engineering	\$98,604.40	<u>\$183,429.00</u>
T2 Utility Engineers	\$175,044.56	<u>\$250,246.00</u>
Isthmus Engineering	\$299,492.70	<u>\$545,541.00</u>
Total Contract Amount:	<u>\$1,951,112.51</u>	<u>\$3,648,481.00</u>

**REVISION 5. Subarticles 4.5-4.8 are amended as follows:**

4.5 Allowable direct costs include project specific costs listed in Exhibit B B1. Any other direct costs not listed in Exhibit B B1 must be approved, in writing, by the State's Authorized Representative prior to incurring costs.

4.6 See Exhibit B B1 for Budget Details on Contractor and its Subcontractors.

4.7 Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". Contractor will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from State for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit C C1 for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

4.8 ~~State's total obligation for all compensation and reimbursements to Contractor will not exceed \$1,951,112.51. State will pay \$3,574,198.00 of the Total Contract Amount. City will pay \$74,283.00 of the Total Contract Amount. The total obligation of State and City for all compensation and reimbursements to Contractor under this contract will not exceed \$3,648,481.00~~

**REVISION 6. Subarticles 5.2-5.3 are amended as follows:**

5.2 Contractor must submit invoices electronically for payment, using the format set forth in Exhibit D. Contractor must submit invoices monthly for payment. Contractor will use the format set forth in Exhibit D1 and Exhibit D2, respectively, when submitting invoices. Exhibit D1 will be used when submitting invoices for State's portions of the monthly invoiced amount, and Exhibit D2 will be used for City's portions of the monthly invoiced amount. Contractor must submit invoices electronically to the State for payment, using the instructions set forth in Exhibit D1. Contractor must mail (United States Postal Service), express (UPS, FedEx or other similar express carrier) or drop off invoices to the City, using the mailing address in Exhibit D2.

5.3 Contractor must submit a monthly progress report, using the format set forth in Exhibit E E1 showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work.

**REVISION 7. Subarticle 7 is amended as follows:**

7. ~~State's Authorized Representative and Project Manager~~ **State's Authorized Representative, State's Project Manager and City's Authorized Representative:**

**REVISION 8. Subarticle 7.3 is being added as follows:**

**7.3 City's Authorized Representative. City's Authorized Representative will be:**

<u>Name/Title:</u>	<u>Steven J. Lang, City Engineer and Director of Public Works</u>
<u>Address:</u>	<u>Austin City</u> <u>500 Fourth Avenue NE</u> <u>Austin, MN 55912</u>
<u>Telephone:</u>	<u>(507) 437-9949</u>
<u>E-Mail:</u>	<u>slang@ci.austin.mn.us</u>

City's Authorized Representative, or his/her successor, will monitor Contractor's performance and progress by reviewing progress reports and billing statements and has the authority to accept or reject the services provided under this contract.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**STATE ENCUMBRANCE VERIFICATION**

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

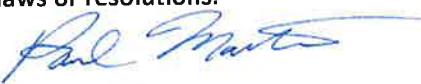
Signed:

Date:

**CONTRACTOR**

Contractor certifies that the appropriate person(s) have executed the amendment on behalf of Contractor as required by applicable articles, bylaws or resolutions.

Signed:



Title: Paul Martens, CFO

Date: October 18, 2022

**CITY**

City certifies that the appropriate person(s) have executed the Contract on behalf of City as required by applicable resolutions, ordinances or charter provisions.\*

Signed:

Title:

Date:

**\* INCLUDE A RESOLUTION APPROVING THIS CONTRACT.**

**DEPARTMENT OF TRANSPORTATION**

*(with delegated authority)*

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed.

Signed:

Title:

Date:

**COMMISSIONER OF ADMINISTRATION**

Signed:

Date:

## SCOPE OF WORK AND DELIVERABLES

Preliminary and Detail Design for Bridges and Approach Roadways Along I-90 in Austin, MN  
State Project 5080-170

## PROJECT OVERVIEW

The State and the City of Austin are in need of professional, technical assistance to provide preliminary bridge design services for five bridge replacements and 2 bridge rehabilitations/improvements on Interstate 90 (I-90) including US Highway 218 S(US 218), Trunk Highway (TH) 105 and County State-Aid Highway (CSAH) 45. This effort will also include both preliminary and detail roadway design for the adjacent approach roadways and ramp improvements. The location at CSAH 45 (4<sup>th</sup> St.) will include total interchange reconstruction. In this partnership, the City of Austin will receive detail design of a segment of 4<sup>th</sup> Street in Austin immediately adjoining SP 5080-170.

This scope of work is also amended to include the following:

1. Utilize a Single Point Urban Interchange (SPUI) design configuration at the 4<sup>th</sup> Street interchange.
2. Final design for the US 218 N (14<sup>th</sup> Street) interchange.
3. Preliminary and final design for that portion of 4<sup>th</sup> Street, beginning at a point just south of 13<sup>th</sup> Avenue and extending to approximate Station 102+00, as depicted on the Staff Approved Layout, dated March 23, 2022.
4. Preparation of a stand-alone plan set for cross over construction and shoulder rehabilitation in select locations (SP 5080-176).
5. Include a possible pedestrian bridge replacement, the proposed cross-overs, the 4<sup>th</sup> St extension, and the US 218 N interchange in the CATEX.
6. Prepare federal funding (INFRA) and Bridge Investment Discretionary grant applications for the entire project.
7. Eliminate Type 1 Noise study from the project as it is not required.

The project includes replacing the following bridges:

1. Br.# 9183 (TH 105 over I-90)
2. Br. #9180 (CSAH 45/4<sup>th</sup> St. over I-90 – full interchange reconstruction)
3. Br.#s 6868/6869 (I-90 over Cedar River)
4. Br.# 9201 (US 218 S. Jct. over I-90)
5. Br # 50804 (US 218 N. Jct. over I-90)

In addition, the project includes the repair/rehabilitation of Br. #s 9179/9180 (I-90 over 6<sup>th</sup> St.)

The Contractor's tasks will include, but are not limited to: field surveys, public engagement, preliminary bridge design, preliminary roadway design, Interstate Access Request (IAR), Level 1 Geometric layout, construction limits, Design Memorandum, preliminary and detail hydraulics design, a non-programmatic CATEX document, Subsurface Utility Engineering (SUE)/utility coordination, detail roadway design, road plans, right-of-way services and permits.

Final project plans and specifications will be prepared in accordance with Minnesota Department of Transportation (State) Manuals, Standards, and as otherwise indicated in the Request for Proposals and this Scope of Work. Contractor will perform all tasks necessary to prepare and receive State approval for final plans.

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## TASKS

### 1. PROJECT MANAGEMENT (Source type 1010)

Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Contractor's Project Manager or their primary duties will not be reassigned without the written consent of the State's Project Manager. The Contractor's staff will have the training and expertise necessary for the work tasks to which they are assigned.

Contract Completion Time. It is assumed that Notice to Proceed (NTP) will be given in January February of 2021 and the letting will be on January October 27, 2023 for a total of 24 32 months.

The work is amended to extend 4th St construction up to and including the 13th Street intersection, the final design for the US 218 N (14th Street) interchange, account for the design of a SPUI configuration at 4<sup>th</sup> Street, the preparation of a stand-alone plan set for cross over construction and shoulder rehabilitation in select locations, and the preparation of a federal funding (INFRA & Bridge Investment) grant applications.

Contractor will:

1. Prepare monthly invoices and progress reports.

2. Coordinate with State's Project Manager (weekly conference calls) until the Plan Turn-in Date. Provide the State's Project Manager with status updates on P6 schedule activities for which the Contractor is responsible.
3. Provide conference call notes to State's Project Manager in a timely manner.
4. Prepare and Maintain a Work Plan and schedule of work. Provide monthly updates of percent complete, resources expended, and the next month's projected work schedule to be incorporated into the project schedule.
5. Schedule and attend Project Kickoff meeting and monthly Project Management Team (PMT) meetings. Prepare agenda and minutes for each meeting. (Assume meeting every month until letting). Project Meetings will be virtual until such time conditions allow in person meetings.
6. Prepare agendas, schedule updates, and minutes for all progress meetings.
7. Provide Project Team and Subconsultant Oversight and Management

State will:

1. Maintain a project schedule throughout the duration of the contract and communicate with Contractor about upcoming schedule milestones.
2. Arrange and/or provide facilities for project team (PMT) meetings.
3. Attend PMT meetings.
4. Review draft agendas, minutes, and meeting summaries.

## 2. PUBLIC AND AGENCY INVOLVEMENT (Source type 0054)

### 2.1 Public Involvement Plan (PIP).

Within 20 working days from Notice to Proceed, the Contractor will submit a draft Public Involvement Plan (PIP) for review by the State that will describe the proposed Public Engagement/Outreach activities to be utilized during Project Development. The PIP will demonstrate the following at a minimum:

- Contractor's Key personnel leading Public Engagement/Outreach
- Stakeholder identification (elected officials, agencies, and group identification including key contacts)
- Methods and level of engagement (inform/collaborate/empower etc.) for the various stakeholder groups
- Frequency of engagement with stakeholder groups (e.g. monthly with Project Advisory Group)
- Venues for Public Engagement activities (e.g. proposed Open House location options, etc.)
- Proposed publishables (e.g. periodic newsletters, etc.) and timing relative to other engagement activities
- Implementation and use of electronic/virtual means to engage the public
- Methods/protocol for logging contact received from the public, assigned responder, and description of closeout activities.
- Key milestones to review/update the PIP

With prior authorization from the State's Project Manager, the Contractor will perform direct contacts with the Public, State functional units, City of Austin, Mower County, and other outside agencies to collect information needed for the PIP and/or project development and final plans. Contractor will provide copies of communications to State's Project Manager.

The Contractor will facilitate public engagement efforts, including agency and stakeholder involvement meetings. Tasks will include, but not limited to, facilitating public engagement/outreach meetings, preparing ADA-compliant web-ready exhibits for posting to the project website, scheduling meetings, preparing meeting notices, and coordinating venues and compiling feedback from public engagement activities. Contractor will maintain, and provide as needed, a log of contacts, date and responses with the public and other stakeholders.

### 2.2 Stakeholder Identification

Internal and external stakeholders will be identified, including agencies, elected and appointed officials, advocacy groups and adjacent property owners/tenants. Anticipated stakeholders include:

City of Austin  
Mower County  
Vision 2020 Group  
Hormel  
Miguel Garate, Riverland Comm College  
Austin Welcome Center  
Oballa Oballa  
Corey Haugin, Austin School District  
Latino organizations  
Congregations

Existing and potential issues will be identified related to the stakeholders identified using a conflict tracking spreadsheet.

Conflicts will be reviewed for likelihood of occurring, risk to the project for time, scope and budget.

Possible options for resolution will be generated by the team with a focus on identifying impacts, outcomes, strategies and planned responses.

Identify those local stakeholders which may be willing and able to partner with MnDOT to assist in communication and coordination with diverse people groups.

### **2.3 PIP Implementation and Management**

Prepare for and attend up to seven stakeholder coordination meetings. It is assumed that stakeholder meetings will be virtual until such time conditions allow in person meetings.

Prepare for and conduct up to four public meetings. It is assumed that public meetings will be virtual until such time conditions allow in person meetings. Summarize and document public meeting comments in a format that meets ADA accessible standards for posting online.

### **2.4 Stakeholder Communications**

Coordinate with those stakeholders and local partners identified in 3.2 to develop communication networks and develop strategies to reach underrepresented groups. Identify frequency of engagement activities and venues, if applicable.

Identify methods and levels of engagement for the various stakeholder groups including hard copy publishable documents and electronic media formats.

Prepare for and facilitate 10 multicultural listening sessions.

### **2.5 Visual Quality Engagement**

A Visual Quality Manual (VQM) was previously completed for the corridor. The VQM was developed in collaboration with community stakeholders and State staff. The VQM will serve as the guiding document regarding development of visual quality elements on the project. It is anticipated that further discussion with stakeholders will be necessary to confirm visual quality elements. Visual Quality Engagement and discussions may be incorporated into other stakeholder meetings and public involvement activities. The Contractor will detail Visual Quality Engagement activities in the Public Involvement Plan (PIP).

### **VQM Revisions**

**Revise VQM to include changes to facia panel design and to include graphics depicting SPUI aesthetics.**

### **2.6 US 218 N Interchange**

**Update the PIP to include the work at the US 218 N interchange, the I-90 Cross-over Plans, and the extension of**

**4<sup>th</sup> Street to 13<sup>th</sup> Ave.****2.7 Preparation of a 2022 INFRA Grant Application****2.7.1 Agency Coordination**

This task assumes management of daily work activities, tasks and meetings, monitor budget, provide monthly billings, and maintain communications with MnDOT staff during the entire duration of the process. This task also includes QA/QC for all product deliverables, including graphics, narrative in the application and benefit-cost analysis materials.

In addition, SRF will arrange and participate in project meetings with MnDOT staff and other stakeholders with pertinent information/useful data critical to application requirements. Meetings are expected at the following milestones:

- Introduction to the grant narrative, benefit-cost analysis, and data needs.
- Review of draft grant narrative, benefit-cost findings/refinement of assumptions.
- Work with MnDOT staff throughout the application process to collect/review supplemental supporting documents and draft. As part of the task, SRF staff will provide MnDOT staff with material/content to forward to local, state, and federal delegations for requested letters of support.
- Document and discuss with MnDOT staff critical information gleaned from 2022 RAISE webinars.

**2.7.2 Data Collection**

Gather data from MnDOT staff, and other sources, analyze data, prepare findings, coordinate documentation with MnDOT staff, and integrate this data into application text and graphics to respond to the new 2022 INFRA “project outcome” criteria (including Safety, State of Good Repair, Economic Impacts, Freight Movement and Job Creation, Climate Change, Resiliency and the Environment, Equity, Multimodal Options and Quality of Life, and Innovation Areas: Technology, Project Delivery, and Financing).

**2.7.3 Benefit Cost Analysis**

Prepare the required benefit cost analysis (BCA) for the project, following procedures as noted in the application rules. Complete supplemental BCA work. Perform forecasts for build and no-build conditions using the regional model. Prepare a BCA memo and BCA worksheets for use in application narrative and submittal.

**2.7.4 Application Preparation**

Prepare draft application by Monday May 16, 2022, for review and comment by MnDOT staff (revise within two working days and assume only one draft revision). All resolutions, letters of support, etc. will be gathered and assembled into the final application.

Prepare the final application for submittal to US DOT by due date (May 23, 2022). Documentation, supporting application assertions, etc. will be provided by MnDOT for relevant information. The application will follow the guidance provided by US DOT. It is understood that MnDOT is registered with Grants.gov and will submit the application to this website by 10:59 pm (CST) on Monday May 23, 2022.

**2.7.5 Graphics/Website**

Prepare graphics/tables, final document formatting and links for the website.

**2.8 Preparation of a 2022 Bridge Investment Discretionary Grant Application****2.7.1 Agency Coordination**

This task assumes management of daily work activities, tasks and meetings, monitor budget, provide monthly billings, and maintain communications with MnDOT staff during the entire duration of the process. This task

also includes QA/QC for all product deliverables, including graphics, narrative in the application and benefit-cost analysis materials.

In addition, SRF will arrange and participate in project meetings with MnDOT staff and other stakeholders with pertinent information/useful data critical to application requirements. Meetings are expected at the following milestones:

- Introduction to the grant narrative, benefit-cost analysis, and data needs.
- Review of draft grant narrative, benefit-cost findings/refinement of assumptions.
- Work with MnDOT staff throughout the application process to collect/review supplemental supporting documents and draft. As part of the task, SRF staff will provide MnDOT staff with material/content to forward to local, state, and federal delegations for requested letters of support.
- Document and discuss with MnDOT staff critical information gleaned from 2022 RAISE webinars.

#### 2.7.2 Data Collection

Gather data from MnDOT staff, and other sources, analyze data, prepare findings, coordinate documentation with MnDOT staff, and integrate this data into application text and graphics to respond to the new 2022 INFRA “project outcome” criteria (including Safety, State of Good Repair, Economic Impacts, Freight Movement and Job Creation, Climate Change, Resiliency and the Environment, Equity, Multimodal Options and Quality of Life, and Innovation Areas: Technology, Project Delivery, and Financing).

#### 2.7.3 Benefit Cost Analysis

Prepare the required benefit cost analysis (BCA) for the project, following procedures as noted in the application rules. Complete supplemental BCA work. Perform forecasts for build and no-build conditions using the regional model. Prepare a BCA memo and BCA worksheets for use in application narrative and submittal.

#### 2.7.4 Application Preparation

Prepare draft application by Monday May 16, 2022, for review and comment by MnDOT staff (revise within two working days and assume only one draft revision). All resolutions, letters of support, etc. will be gathered and assembled into the final application.

Prepare the final application for submittal to US DOT by due date (September 6, 2022). Documentation, supporting application assertions, etc. will be provided by MnDOT for relevant information. The application will follow the guidance provided by US DOT. It is understood that MnDOT is registered with Grants.gov and will submit the application to this website by 10:59 pm (CST) on September 8, 2022.

#### 2.7.5 Graphics/Website

Prepare graphics/tables, final document formatting and links for the website.

Contractor will:

1. Prepare for and attend up to ~~seven~~ nine stakeholder coordination meetings with, but not limited to, the City of Austin and Mower County. The Contractor will prepare a meeting summary for each.
2. Prepare for and conduct up to four public meetings including coordinating venues to be used and providing displays for use during meetings.
3. Develop mailing list for public meetings and mail notices to selected addresses in consultation with State.
4. Provide light refreshments at selected public meetings.
5. Ensure that any Contractor material provided for public online display meet ADA accessible requirements.
6. Provide, as needed, written interpretation of materials and/or translation services for foreign language speakers in the community.
7. Arrange and/or provide facilities for stakeholder meetings. It is assumed that stakeholder meetings will be virtual until such time conditions allow in person meetings.
8. Review, evaluate, and finalize facia panel designs to eliminate the need to divert traffic during construction.

- 9. Incorporate the US218N interchange into the Public Involvement Plan and all other public and stakeholder engagement activities.**
- 10. Prepare federal funding (INFRA & Bridge Investment) grant applications.**

State will:

1. Attend stakeholder and public meetings.
2. Review and provide comments on public meeting displays and all meeting summaries.
3. Develop and maintain public project website.
4. Develop, maintain and operate project email list for project updates to the public via GovDelivery.
5. **Assist in data collection in support of the federal funding grant applications.**

### **3. DATA COLLECTION (Source type 6265)**

#### **3.1 Design and Land Surveys**

The State will furnish previously completed Digital Terrain Mapping (DTM) files, survey control point information, existing right-of-way information and other previously completed mapping files, the format of which shall meet current MnDOT CAD Standards. The Contractor will review the supplied survey information and will identify where supplementary survey work is required to complete the design and right-of-way deliverables, acquire additional data/information, or demonstrate the location of proposed features.

The Contractor will perform supplementary design/location surveys. Supplementary survey work completed by the Contractor will use the same datum(s) and project controls that are identified in the State supplied mapping files. The Contractor will notify the State's Project Manager at least five (5) business days before performing any supplementary survey work in the field. Any traffic control required for survey work will be furnished by the Contractor.

The Contractor will perform supplementary Land Surveys to augment information needed in support of completing Final Plats by the State. Supplemental Land Surveys will include property surveys, right-of-way surveys, public land surveys, and alignment surveys.

The Contractor will verify survey datums used for data furnished by Third Parties (if any), such as hydraulic models or affected utilities. The Contractor will ensure that third party information (if any) is consistent with datums in use by the Project and consistent with Quality Control checks detailed in the DQMP.

The Contractor will update the base mapping to incorporate the supplemental survey information.

**Perform data audit of mapping files to ensure spatial integrity with design models. Provide field surveys to verify mapping accuracy.**

**Update preliminary design profiles, based on updated survey data and mapping.**

**Perform supplemental surveys for the US 218 N interchange, cross-over areas, and the 4<sup>th</sup> St. extension.**

#### **3.2 Traffic Forecasts**

The State will furnish available traffic counts and forecasts. The Contractor will supplement traffic counts or forecasts as required for design deliverables required for the project, as directed by MnDOT. At a minimum, obtain turning movement counts at four intersections on CSAH 45 and process data and supplement existing forecasts.

If needed, within 15 days from NTP, the Contractor will identify locations where additional traffic counts or forecasts are required and will submit a traffic count map to the State for review and concurrence. The Contractor will compile traffic count data and submit a summary of traffic counts. The Contractor will provide a written narrative describing the forecasting methodology for review and concurrence by the State before performing traffic forecasts, if necessary.

**Perform sensitivity analysis of the assumed growth rate within the traffic operations for the preferred concept at 4th Street.**

**See Section IAR for additional traffic related work.**

The Contractor will conduct wetland delineations within the project corridor and prepare draft permits for the State's review.

**Level 1 Wetland Delineation** – The Contractor will gather historical precipitation data and aerial photographs for the project corridor. Utilizing a “wetter than normal” year, Contractor will examine the project corridor for wetland signatures. The areas exhibiting wetland signatures will be sequentially numbered from west to east. For the years that experienced “normal” precipitation, Contractor will examine the aerial photographs for the presence of wetland signatures at each location identified in the “wetter than normal” year. Contractor will follow the Board of Water and Soil Resources (BWSR) and U.S. Army Corps of Engineers (COE) guidelines for determining what areas are wetland, non-wetland or need to be verified in the field. A Level 1 Wetland Delineation report will be prepared summarizing the findings of the aerial photo review. The historical aerial photographs utilized during the review will be included in the report.

**Level 2 Wetland Delineation** – The Contractor will complete a Level 2 wetland delineation for the project, utilizing a single mobilization. The limits of the Level 2 wetland delineation will be determined by the State based on the Level 1 Delineation Report. MnDOT will provide access permission on private land. The Level 1 Wetland Delineation Report will be relied upon to identify potential wetlands along the project corridor. Areas exhibiting the required wetland criteria (hydric soil, dominance of hydrophytic vegetation and wetland hydrology) will be delineated as wetland. The wetland boundary will be placed along the line where one or more of the required wetland criteria do not exist. The wetland boundary will be located with a GPS instrument capable of sub-foot accuracy. Wetland data (soil, vegetation and hydrology) will be collected from upland and wetland sample points for each delineated wetland. A Level 2 Wetland Delineation Report will be prepared, which will include a detailed description of the project purpose and need, site-specific maps and field data sheets.

The Contractor will represent MnDOT at one Technical Evaluation Panel (TEP) meeting with representatives from local, state and federal governing agencies. One to two days prior to the TEP meeting, Contractor will place wire pin flags along the delineated wetland boundaries to demonstrate the locations of the delineated boundaries. During the TEP meeting, Contractor will lead the TEP through the review of the delineated wetlands and address any questions or concerns raised by the TEP. After the TEP meeting Contractor will remove all of the wire pin flags from the site. Comments presented by the TEP will be formally addressed by Contractor and submitted to the TEP for acceptance.

**Wetland Permitting** – Per Task 8 PERMITS, the Contractor will prepare applications for the required local, state and federal wetland permits, should the project impact wetlands regulated by these agencies. Contractor will address all comments regarding the permit application and submit to the agencies for approval following State Review.

**DELIVERABLES:**

Contractor will:

1. Acquire project survey data from MnDOT and review for completeness.
2. Perform supplemental field survey(s) required for final plan set preparation and completion. Update base survey data, as necessary, to reflect new survey information. Deliverables include PDF report and CAD/GIS electronic line work files.
3. Contact Gopher State One Call to acquire existing utility data. Incorporate data received from utilities into project basemap.
4. Incorporate Materials Design Recommendations and other included data into the project's design.
5. Complete Level 1 Wetland Report
6. Complete Level 2 Wetland Report

7. Arrange for and facilitate TEP meeting
8. Prepare draft Local and/or State, and Federal wetland permit application(s) for State review

State will:

1. Provide existing alignment, right-of-way, utility, and property/subdivision surveys.
2. Provide topography and ground surface TIN.
3. Provide Project Base mapping in MicroStation format.
4. Provide Materials Design Recommendations.
5. Complete a cultural resource review and documentation. Complete ENM and provide responses.
6. Provide pre-scoping study report
7. Provide project scoping report
8. Provide existing project concepts
9. Provide existing right-of-way drawings and plats
10. Provide record or As-Built plans of roadways, existing traffic signal phasing
11. Provide available traffic data, including available intersection turn movements, ADT Forecasts.
12. Provide culvert Hydraulic Recommendations (if any) including all culvert replacement, lining and repairs in rural and urban areas. Recommendations based on needs of inspection reports by State.
13. Provide previously completed Maintenance of Traffic study including detour Recommendations.
14. Coordinate draft and final wetland report review with OES and FHWA.

#### **4. MUNICIPAL CONSENT (Source type 1140 )**

Municipal consent will be required for this project because permanent right of way and temporary easement acquisitions will be required.

The Contractor will attend hearing and/or meetings at local jurisdictions, present information, and provide technical assistance during the consideration of the Staff Approved Layout for the interchanges at US 218 North and 4<sup>th</sup> Street. The Contractor is responsible for the preparation of all documents required to gain Municipal Consent. These meetings will be virtual until Covid restrictions are phased out.

The Contractor will prepare maps, graphics, and presentations to assist in communicating project intent and technical design information that will be targeted for non-technical groups.

The Contractor will prepare documents, such as summary memorandums and other documentation in support of gaining Municipal Consent.

The Contractor will submit a Municipal Consent Request Package to the State's Project Manager. The Municipal Consent Request Package will consist of a hardcopy of the Staff Approved Layout, a copy of the Design Memo, a copy of the CATEX document (if complete), and a good faith cost estimate indicating the Total Project cost and the City's share of the costs (if any) . The State's Project Manager will submit the Final Municipal Consent Request Package to the City of Austin.

The Contractor will:

1. Prepare maps, layouts, resolutions and all other documents required for the Municipal Consent Process as outlined in the HPDP manual.
2. Prepare a Municipal Consent request package
3. Attend up to two city council meetings to present Staff Approved Layout and seek resolution of approval.

The State will:

1. Provide oversight and direction.
2. Submit the Municipal Consent Request Package to the city
3. Attend city council meetings to present Staff Approved Layout and seek resolution of approval.

## **5. QUALITY MANAGEMENT (Source type 1010)**

The Contractor will maintain a Design Quality Management Plan (DQMP) that specifies how the Contractor will perform Quality Assurance (QA) and Quality Control (QC) activities throughout the contract duration to ensure delivery of a quality design in a timely manner in conformance to contract requirements established for the project. The DQMP will be submitted to the State within twenty (20) working days of the Notice to Proceed (NTP).

**The scope is revised to include both the US 218 North interchange and the 2023 Cross-Over Plan (SP 5080-176) into the DQMP.**

Contractor will:

1. Prepare and implement a project specific Design Quality Management Plan (DQMP), following the State Quality Management Process. Draft DQMP will be submitted to State for review and approval within 20 working days from Notice to Proceed.
2. Perform Discipline Coordination Reviews at 60%, 95%, and 100% submittals.
3. Perform quality control checking at 30%, 60%, 95%, and 100% submittals.
4. Assign a Quality Assurance Manager responsible for implementing the project's Quality Management Plan and monitoring its execution.

State will:

1. Review and provide any comments on Contractor's DQMP.
2. Review and summarize comments on Contractor deliverables.

## **6. ENVIRONMENTAL DOCUMENTATION (Source type 1070)**

### **6.1 Class II (CATEX) Document**

The Contractor will prepare a Class II Environmental Document (CATEX) for approval. The Contractor will perform on-going coordination with District 6 during development, processing, and approval of CATEX document.

Assumptions:

- Project meets the definition of a Class II Action (non-programmatic Categorical Exclusion) under NEPA.
- Environmental document is a non-programmatic, long-form Categorical Exclusion (CATEX) Determination document.
- Proposed improvements do not meet the threshold for mandatory EAW under MEQB rules. If MnDOT (as RGU for projects on State trunk highway system) determines that a discretionary EAW is necessary, additional scope will be prepared via contract amendment.
- Assumes District 6 has completed Early Notification Memo (ENM) review process and will provide ENM responses for completion of CATEX.
- Assumes District 6 will coordinate draft and final CATEX reviews and approvals with MnDOT Office of Environmental Stewardship (OES) and FHWA.
- Assumes a qualitative MSAT analysis per Interim Guidance on Air Toxic Analysis in NEPA Documents Feb. 3, 2006 (or current) FHWA Memo. Assumes no quantitative air quality modeling (MSAT and CO) required.
- Phase I environmental site assessment (ESA) requirements to be determined by MnDOT Environmental Investigation Unit (EIU). Assumes a Phase I ESA, if required, will be prepared by EIU.. If a phase II investigation is warranted, the contractor will provide any graphical exhibits to assist with the drilling investigation.

- Assumes ESA or Regulated Waste Assessments, if needed, will be prepared by MnDOT
- Assumes the addition of the US 218 N interchange
- Assumes the extension of 4<sup>th</sup> Street reconstruction down to and including the 13<sup>th</sup> Avenue intersection.
- Assumes the addition of the Cross-over plans (SP 5080-176).

The Contractor will perform a review of the project area, using available mapping and on-line data, to confirm conditions of the affected environment. The Contractor will compile data from the City of Austin, Mower County, District 6, and other sources, including project background, funding, and permit requirements.

The Contractor will prepare description of existing conditions and proposed improvements, description of project cost, anticipated funding sources, anticipated schedule, and key contacts for environmental document.

The Contractor will evaluate potential impacts of the project on parks, recreation areas, and trails and summarize Section 106 determination provided by CRU. Any additional required cultural resources studies will be completed by CRU.

The Contractor will identify vegetation, fish and wildlife impacts, and measures to minimize harm (assumes no impacts). District 6 to provide DNR response to ENM, including NHIS results. District 6 to provide OES response to ENM regarding federal threatened and endangered species.

The Contractor will address excess materials, geology, groundwater, and earthborne vibrations.

The Contractor will summarize drainage and water quality impact analysis for inclusion in CATEX document, address wetlands and floodplain impacts and address erosion control.

The Contractor will consult with Environmental Investigation Unit (EIU) regarding contaminated properties. Assumes EIU will prepare a Phase I Environmental Site Assessment (ESA) if necessary. Prepare Form EDD-1 (Environmental Due Diligence Form #1) and submit to State's Project Manager for review. Summarize contaminated properties review for inclusion in the CATEX document.

The Contractor will address visual impacts, land use impacts, farmland, tribal, social and economic impacts and identify any controversial issues.

The Contractor will address access changes, traffic detours, and maintenance of traffic.

The Contractor will address right of way impacts (permanent and temporary right of way needs).

The Contractor will prepare an environmental justice analysis and summarize findings in CATEX if required.

The Contractor will address bicycle and pedestrian movements, including accessibility.

The Contractor will prepare graphics for CATEX document including project location map, USGS map, layouts, typical sections, drainage plan, and other supporting graphics.

The Contractor will prepare a draft CATEX document for District 6, OES, and FHWA review. This assumes that District 6 will submit draft CATEX to OES and FHWA and also assumes a concurrent OES/FHWA review.

The Contractor will revise draft CATEX based on District 6, OES, and FHWA comments. The Contractor will prepare final CATEX for District 6, OES, and FHWA final review and approval. Assumes that District 6 will distribute final CATEX document to OES and FHWA for approval.

The State will provide responses to the Early Notification Memo received for use in completing the CATEX document.

The Contractor will submit the draft CATEX to the State for review and comment. Comments will be returned to the Contractor in writing. The Contractor will incorporate the State's review comments on the draft CATEX and prepare a Final CATEX for approval.

## **6.2 Phase I & Phase II Environmental Site Assessments (ESAs), Regulated Waste Assessments**

The State will conduct any required contaminated soils and regulated waste investigations. Any findings requiring contract Special Provisions will be drafted by the State. The State will provide any findings, reports, or required Special Provisions.

## **6.3 Conditional Letter of Map Revision (CLOMR)**

The State desires to avoid stage increases and floodway impacts to the Cedar River as a base approach to the project and replacement of bridges 6868/6869. However, if a Conditional Letter of Map Revision (CLOMR) is necessary resulting from proposed roadway and bridge improvements the Contractor will prepare all necessary documentation, hydraulic modeling, and other pertinent information that is necessary for a CLOMR submittal to local/state/federal agencies.

Work under this task will include the preparation of HEC-RAS model(s), preparation and submittal of the CLOMR application package, responding to agency inquiries, organizing, attending, and leading any associated public information meetings or hearings as required.

Any application/submittal, advertising or facility fees associated with the CLOMR submittal will be paid for by the contractor and billed to the State as a direct expense.

## **DELIVERABLES**

The Contractor will:

1. Prepare and submit a draft CATEX for State review.
2. Incorporate review comments and submit a Final CATEX for approval.
3. Respond to agency inquiries.
4. Provide any exhibits needed for Environmental Site Assessments.
5. Create HEC-RAS model(s) for evaluating proposed stream condition.
6. Prepare and Submit a Conditional Letter of Map Revision (CLOMR), as needed.
7. Organize, attend and lead required public hearings on the CLOMR submittal, if required.
8. Provide legal notices regarding the CLOMR submittal, to the State, if required
9. Pay submittal fees for a CLOMR application (if required) and invoice State as a Direct Expense.

The State will:

1. Provide Early Notification Memo and agency responses received to date.
2. Review draft CATEX and provide comments.
3. Conduct any required Environmental Site Assessments and Regulated Waste Assessments.
4. Provide wetland review and determination, if necessary.
5. Obtain existing floodplain models from MnDNR
6. Review proposed conditions floodplain models and provide comments and observations (if any).
7. Submit legal notices for newspaper publication

## **7. NOISE ANALYSIS (Source type 1071)**

The Contractor will provide noise analysis services, done according to 2017 MnDOT Noise Requirements or most current version. The noise analysis will include evaluation of the new bridges, and adjacent ramp and approach work on and over I-90 from TH 105 to the TH 218 South Junction. The Contractor will consult with the MnDOT Environmental Modeling and Testing Unit before initiating noise analysis work to confirm the limits of the Noise Study. Contractor services include noise measurement collection, classified traffic counts, modeling, and preparation of the report. If warranted, Contractor will solicit the opinions of the benefitted receptors, document the results, and provide materials for public meetings. The Contractor will prepare a Noise Report for inclusion in the project's National Environmental Policy Act (NEPA) document.

MnDOT OES Office has concurred that a Type 1 Noise Study is not warranted for this Project. The relevant Noise Analysis scope language in this section is hereby stricken from the Contract.

Current MnDOT Noise Requirements and Guidance available at:  
<http://www.dot.state.mn.us/environment/noise/policy/index.html>

MnDOT Deliverables:

- Confirm limits of noise study and modelling. Assume continuous from TH 105 to TH 218 (S. Jct.)
- ~~Confirmation of Type I Federal Aid project~~
- Determination and planning for type of public engagement
- Review Comments
- Final plans for other completed projects on the corridor
- Project website
- Traffic Data, if Traffic Analysis is not part of this Scope of Services
- Appropriate geometric information including preliminary layout, profile, cross-sections, and other engineering drawings, if Preliminary Design is not part of this Scope of Services
- Survey data in CADD files, such as TIN files, Utility files, and ROW mapping, if not part of this Scope of Services
- Wetland Delineation, if not part of this Scope of Services
- Geotechnical Investigation including borings, if available and not part of this Scope of Services

#### 7.1 Develop/Approve Receptor Sites (P6 Activity NOI-1020)

~~Identify modeling receptor sites and acquire approval to use them.~~

- ~~Model noise receptor sites within 500 feet of the project corridor including residential, commercial, industrial, educational, and other land uses such as parks and trails.~~
- ~~Identify if the project includes any proposed new trails.~~
- ~~Prepare a map of proposed location for noise receptors and monitoring locations and obtain approval from State.~~
- ~~Contractor Deliverables: One map and draft write up for Noise Report of the proposed modeling receptor sites and proposed monitoring sites.~~

#### 7.2 Noise Monitoring (Source type 1030)

~~Conduct noise monitoring. Create draft write up of results for the Noise Report.~~

- ~~Perform a 30 minute background noise measurement during the daytime (9:00 AM to 4 PM only) at a minimum of 2 receptor sites. Collect data for hourly L10, L50, L90, and L<sub>eq</sub>.~~
- ~~It is recommended that measurements should be conducted at each selected location during a period representative of the worst hourly traffic noise condition.~~
- 1. ~~At a minimum, conduct classified, directional traffic counts (cars, medium trucks, heavy trucks) during measurement periods. Collection of 24-hour classified vehicle counts is preferable. In addition, speed measurements will be collected during the noise monitoring period.~~
- 2. ~~Noise measurements should not be conducted during periods of traffic congestion.~~
- 3. ~~Provide a log of the date, time, weather conditions, and measurement devices at each monitoring location consistent with the MnDOT Noise Requirements.~~
- 4. ~~Contractor Deliverables: PDF versions of noise monitoring logs. One electronic draft write up of the noise monitoring results and map of receptor locations for the Noise Report.~~

#### 7.3 Noise Impact Modeling all alternatives (Source type 1040)

~~Conduct noise impact modeling for all alternatives. Create draft write up of results for the Noise Report.~~

1. ~~Noise modeling should be conducted using TNM 2.5.~~

- a. Determine worst case noise hour using classified traffic counts from monitoring data, 24 hour classified vehicle counts, and/or MnDOT traffic data.
- b. Work with MnDOT Noise staff if there are other major noise sources in area besides traffic noise to determine if and how these sources should be incorporated into the noise model.
- c. Prepare the Preliminary Noise Analysis modeling for the following conditions:

2. Existing conditions (worst case noise hour)
3. No-build conditions (worst case noise hour) 20 year after project is open to traffic
4. Preferred alternative condition (worst case noise hour) 20 years after project is open to traffic
5. Contractor Deliverables: One electronic draft write up of worst case noise hour analysis and noise impact modeling results for the Noise Report.

#### 7.4 Noise Mitigation Modeling for Preferred Alternative (Source type 1050)

Conduct noise mitigation modeling for the preferred alternative, which is assumed to incorporate 10 noise walls. Create draft write up of results for the Noise Report.

- For areas that approach or exceed Federal Noise Abatement Criteria, prepare noise abatement modeling to determine if noise barriers are feasible and reasonable using MnDOT's Noise Requirements (2017).
- Contractor Deliverables: One electronic draft write up of the noise mitigation modeling results.

#### 7.5 Draft Noise Report (Source type 1060)

Prepare the draft Noise Report.

1. Prepare a draft Noise Report documenting the results of the noise modeling process that follows MnDOT's Noise Requirements and guidance documents on the following website:  
<http://www.dot.state.mn.us/environment/noise/policy/index.html>
2. Develop appropriate maps for the Noise Report, including receptor locations, modeling noise barriers, and maps that show the proposed project improvements and limits.
3. The document should be prepared to the Plain Language and Accessibility standards listed above.
  - a. Work with MnDOT's Central Office Noise Analysis Units and attend all meetings with MPCA and FHWA as necessary for the development and approval of the Draft and Final Noise Reports.
4. Contractor Deliverables: Word document and PDF of Draft Noise Report. CD or thumb drive containing draft TNM modeling input/output files.

#### 7.6 Incorporate Comments & Prepare Final Noise Report (P6 Activity NOI 1080)

Incorporate comments from the review of the Draft Noise Report and prepare the Final Noise Report.

Address comments from MnDOT and FHWA received for the Draft Noise Report and environmental document. Prepare Final Noise Report. Complete MnDOT Noise Analysis Checklist to document noise modeling process. Contractor Deliverables: Word document and PDF of Final Noise Report. CD or thumb drive containing final TNM modeling input/output files. Complete MnDOT Noise Analysis Checklist.

#### 7.7 Solicit Benefited Receptors & Document Results (P6 Activity NOI 1090)

If noise barrier voting is required, lead the noise wall voting process. Solicit benefited receptors and document the results. Prepare write up for Noise Report/environmental document. Prepare maps and tallies of specific voting results to provide to FHWA.

Prepare public solicitation process for benefited receptors (if required) per Section 5.3.3 and Appendix F of the MnDOT Noise Requirements. Develop mailing list, voting ballots, informational brochures, and other materials required for mailing to benefitted receptors.

1. Attend all Public Meetings with Cities and affected groups as MnDOT's representative for Noise issues as

~~requested by MnDOT (up to two meetings are anticipated).~~

- ~~2. Prepare handouts and graphics for public meetings.~~
- ~~3. Prepare final noise solicitation voting tally, summary, and associated figures to provide to FHWA as a separate deliverable.~~
- ~~4. Prepare noise voting write up for Noise Report/environmental document.~~
  - ~~a. Contractor Deliverables: Noise voting ballots and mailing materials. Materials for public meetings. Voting tally and figures for FHWA. Write up of noise voting results for inclusion in Noise Report/environmental doc.~~

## 8. PERMITS (Source type 1195)

- The Contractor will identify all Local, State and Federal permits or notices required for the project letting and construction. The contractor will draft any required permit applications for State review. The draft permit applications will include all necessary exhibits and supporting data required to provide for a complete permit submittal for each interchange area, including US 218 N and the 2023 Cross-Over Plan (SP 5080-176).

The State will review draft permits and provide review comments to be incorporated prior to agency submittal.

All application fees required for permit submittals will be paid for by the Contractor and invoiced to the State as a Direct Expense.

The following is a list of potential permits/notices/consultation required for the project based on limited information. This list is not all inclusive:

### Federal

US Army Corps of Engineers Section 404 Permit

Federal Aviation Administration (FAA) Form 7460-1 Notice of Proposed Construction

### State

MPCA Section 401 Water Quality Certification

MnDOT Wetland Conservation Act Approval

MnDNR Public Waters Work Permit

MPCA NPDES Permit

### Local

Watershed District Permit or Review

## 9. SUBSURFACE UTILITY ENGINEERING AND COORDINATION (Source type 1195)

The Contractor will perform a Subsurface Utility Engineering (SUE) investigation for the project in accordance with the MnDOT Utility Accommodation and Coordination Manual.

The Contractor will function as the project manager for the utility coordination process.

The Contractor will review any utility information provided by the State. In addition, the Contractor will perform a Gopher State One Call to identify existing subsurface and above-ground utility facilities within the limits of the proposed project. The Contractor will survey the marked utilities along the project limits and identify the utility owners.

Once the project layout and footprint has been established, the Contractor will review the quality level B information

from SUE against the preliminary design. The SUE provider will propose locations for gathering quality level A information based on the conflict points. The Contractor will fill out the Utility Information Sheets (UISs) and each utility owner will be assigned a number and each conflict will also be assigned a corresponding number for each UIS.

The Contractor will schedule a workshop / meeting with each utility owner and appropriate State representatives to update the existing conditions section and verify the proposed resolution section of each UIS. After the workshop, the Contractor will update the UISs electronically and will email them back to the utility owners including a reminder when the UISs need to be returned.

The Contractor will follow all Steps in the State Utility Accommodation and Coordination Manual. Plans and other contract documents prepared by the Contractor for project letting will adhere to the requirements of Utility Coordination Step 12, as detailed in the MnDOT Utility Accommodation and Coordination Manual.

The Contractor will prepare Utility Special Provisions.

Contractor will:

1. Coordinate all steps of the State Utility Coordination process (detailed in the State Utilities Manual) and coordinate the project development with all utility owners that may be affected by the project.
2. Perform Gopher State One Call.
3. Survey field marking along the entire project corridor.
4. **Interim QL B SUE Plan submission for verification by utility facility owners.**
5. Identify each utility owner / representative.
6. **Final QL B SUE Plan Submission once utility facility owners have verified their facilities.**
7. Survey and map up to 30 test holes performed by the SUE provider
8. **Final Certified SUE Plan submission with test hole information included.**
9. Show all inplace utilities on the plan sheets, cross-sections, and in tabulation. Perform a 90 Day Utility Verification and edit tabs as needed.
10. Schedule and conduct utility coordination meetings to coordinate the project development with the affected utility owners and State staff. Prepare agendas, exhibits, and minutes for each meeting (two meetings assumed).
11. Identify conflicts between proposed improvements and inplace utilities and coordinate relocation plan requirements with the utility owners. It is assumed that inplace public utility services will not be upgraded, but those services may require relocation due to impacts of the proposed construction.
12. Submit utility easement information, or other documentation of reimbursement eligibility provided by utility owners, to State.
13. **Assumes the addition of the US 218N interchange into the project area.**
14. **Assumes the extension of 4<sup>th</sup> Street down to 13<sup>th</sup> Avenue.**
15. **Assume the addition of the I-90 Cross-over plan set into the utility coordination process.**

State will:

1. Provide available existing utility information.
2. Attend utility information meetings and workshops
3. Issue Notice & Orders to affected utility owners, as needed.
4. Prepare Utility Agreements if Needed

## **10. PRELIMINARY DRAINAGE DESIGN (Source type 1140)**

The Contractor will review recommendations from the State for existing pipes to be replaced or repaired based on condition.

The Contractor will complete a hydraulic analysis for proposed storm sewer, culvert pipes, and ditches for the roadway for the preferred option. Peak discharges will be determined by using the rational method and Atlas 14 data. A drainage area map with contours will be prepared for new culverts, ditches or new storm sewer.

The Contractor will prepare drainage overview maps and a Drainage Design Report as detailed in the State Drainage Manual, Section 1.4.

**Based on the staff approved layout for the US 218N interchange, it is assumed that no stormwater ponding will be required at this location.**

Contractor will:

- a. Review State's scoping pipe recommendations for repairs and replacement of existing pipes
- b. Complete hydraulic analysis for proposed storm sewer, culverts and ditches.
- c. Prepare and submit existing and proposed drainage overview maps with contours in MicroStation .dgn V8i format.
- d. Incorporate proposed drainage into construction limits map completed as part of Task 12.7
- e. Prepare Drainage Design Report
- f. **Incorporate the US 218 N interchange into the work.**
- g. **Incorporate the 4<sup>th</sup> St extension into the work.**
- h. **Incorporate the median cross over plan (SP 5080-176) into the work.**

State will:

1. Provide available hydraulic repair and replacement recommendations along with available HYDINFRA data.

## 11. GEOTECHNICAL ENGINEERING (Source type 1182)

Soil borings will be completed by the State for all proposed bridge locations, retaining walls, noise walls, and select roadway locations. FADRS for bridges, retaining walls, and noise walls will be completed by the State.

The Contractor will provide supplemental borings for completion of the detail design in areas that lack coverage needed for temporary or permanent construction features (i.e. Overhead Sign Structure Foundations, Lighting Towers, HTCB anchors, etc.). The Contractor will plan for up to twenty-five (25) supplemental borings as authorized by the State's Project Manager. Traffic Control required to complete the supplemental borings will be the responsibility of the Contractor. Any supplemental geotechnical design recommendations/FADRS required (i.e. for lighting tower foundations, OH signs, etc.) will be completed by the Contractor for MnDOT review and approval.

**Provide a soil boring and piezometer at each potential ponding location.**

The Contractor will prepare a supplemental soil boring plan (map) for review and concurrence by the State at least 5 days prior to initiating the supplemental soil investigation field work.

The State will supply a Pavement Determination Letter and Materials Design Recommendation Letter.

All work under this contract including soil boring logs, borings plotted on the geometric layout and cross-sections, soil identification, soil log reports, roadway pavement designs, and the final materials design recommendations letter will be prepared by or under the direct supervision of a Professional Engineer registered in the State of Minnesota and highly knowledgeable in the subject matter.

In general, the work and services to be provided under this Contract will follow the "Consultant Specifications for Soils Surveys, Engineering Analysis, Laboratory and Field Tests" on the MnDOT web site, incorporated herein by reference.

The Consultant will plan to deliver files in Microstation format. Microstation files will not show regions when plotting stations.

Contractor will:

- a. Provide supplementary soil borings for areas that are not covered by State furnished soil borings, or where subsurface formations are highly variable and require better definition
- b. Provide supplemental geotechnical design recommendations as necessary to supplement or complete temporary or permanent design features

- c. Locate and stake supplementary boring locations in the field.
- d. Clear utilities using the Gopher State One Call System.
- e. Provide traffic control (including flaggers) where necessary. Traffic control must comply with State's D6 Traffic Lane Closure Manual, located here:  
<http://www.dot.state.mn.us/d6/trafficlaneclosuremanual/> and incorporated by reference.
- f. Submit supplementary boring location work map for State review and concurrence
- g. If required, perform auger borings on proposed roadway alignments. All cores or borings through existing pavement must be backfilled and patched with the same material, i.e. bituminous road then a bituminous patch.
- h. Produce field logs for each boring.
- i. Produce an electronic boring log file for each boring.

State will:

1. Furnish soil boring information gathered by the State
2. Furnish FADRs for all bridges, retaining walls, and noisewalls (if any)
3. Furnish a Pavement Determination Letter
4. Furnish the Materials Design Recommendation.
5. Review supplemental soil boring plan

## **12. PRELIMINARY ROADWAYS DESIGN (Source type 1140)**

The Contractor will complete the following preliminary roadway design tasks and deliverables.

For the purposes of this work, it is assumed that concept sketches provided by State will be evaluated in this task.

### **12.1 Concept Evaluation and Development**

Concept drawings will be provided by the State for the TH 105 interchange, the TH 218 South Interchange, I-90 bridges over the Cedar River and the CSAH 45/4<sup>th</sup> St. Interchange. The concept drawings have had little to no public input and are not deemed as Preferred Alternatives for NEPA purposes.

The Contractor will utilize the concept sketches as the basis for starting the NEPA process and will evaluate the concepts, in conjunction with District staff, MnDOT GDSU staff, the general public and other stakeholders as required in reaching consensus on a preferred alternative for each bridge replacement or repair location. The Contractor will consider or propose concept alternatives that allow for improvements to traffic operations, safety, constructability, reduced right-of-way or environmental impacts, or for eliminating design exceptions. Concept alternatives that are considered or proposed will include sufficient geometric detail to allow for evaluation and generally should contain as much, or more, detail as the State furnished concept drawings.

The Contractor will provide methods for seeking public input, determining evaluation criteria, and evaluating alternatives. Contractor will coordinate with State on making final decisions on recommended alternatives to carry into design phase.

### **12.2 Design Criteria Evaluation**

The Contractor will complete design criteria forms for each of the five bridges being replaced and separate forms for each of the ramps on each of the interchange bridges and submit for State review and concurrence. The Contractor will note design exceptions needed and provide alternatives for and/or documentation on increases to construction limits and project cost to eliminate each design exception. Contractor will collaborate with the State and make recommendations. State will consider recommendations and make final decision on project limits and seeking or eliminating the need for design exceptions.

### **12.3 Preliminary Geometric Layout**

The Contractor will prepare a Level 1 Preliminary Geometric Layout for State review when consensus on the concept alternatives has been reached. The Contractor will complete and submit the current version of the layout checklists before submitting the Preliminary Geometric Layout to the State. The State will review the Preliminary Geometric Layout and provide written comments to the Contractor to be incorporated into the Final Geometric Layout for Staff Approval. **The Preliminary Layout will be based on the Tight Diamond SPUI option.**

#### 12.4 Preliminary Cost Estimate

The Contractor will prepare a preliminary cost estimate for the entire project and submit it with the Preliminary Geometric Layout review submittal. This cost estimate will be similar in format to MnDOT's LWD method.

#### 12.5 Design Memorandum

The Contractor will prepare a Design Memorandum corresponding to the Preliminary Layout and submit it in conjunction with the layout submittal for State review. Any Design Exception requests will require written justification for the exception. The Contractor will be responsible for providing written Design Exception request justification write-up(s), including any supporting data and exhibits. The State will provide review comments to be incorporated into the final version of the Design Memorandum.

The Contractor will submit the final Design Memorandum with the Final Geometric Layout as detailed in Section 12.6.

#### 12.6 Final Geometric Layout

Upon receipt of Preliminary Geometric Layout review comments from the State, the Contractor will assess the comments for incorporation into the Final Layout. The Contractor will prepare, in writing, a Layout Comment Response Memo detailing a response to each review comment (i.e. will incorporate, needs further discussion, etc.) and will submit the memo to the State before initiating work on the Final Geometric Layout.

**Based on the public engagement process, input from the City, and coordination with MnDOT Central Office Geometrics Office, prepare a Final Geometric Layout for the Single Point Urban Interchange (SPUI) option for the 4<sup>th</sup> Street interchange.**

**Evaluate the need for a second north bound through lane for the SPUI option at the 4<sup>th</sup> Street interchange.**

**Evaluate the need to widen the I-90 shoulders across the proposed Cedar River Bridges to eliminate the need for bridge scuppers.**

**Evaluate the need to reconstruct the existing retaining wall along the existing southwest ramp at the 4<sup>th</sup> Street interchange.**

**Evaluate the feasibility of reconstructing the existing pedestrian bridge which crosses the Cedar River.**

**Evaluate improving the skew at the TH 105 interchange ramp terminal intersections.**

**Evaluate options to address slope instability for the south ramps at the US 1218 S interchange.**

**Evaluate walkway design options at the US 218 S interchange to meet ADA requirements.**

**Utilize the WB-67 design vehicle for the 4<sup>th</sup> Street interchange design, except where right of way impacts are generated. In that case, utilize the WB-62 design vehicle at the 4<sup>th</sup> Street interchange.**

**Provide for up to two additional layout reviews by MnDOT Central Office Geometrics Unit.**

**Prepare preliminary design and cost estimate for the 4<sup>th</sup> Street extension from Hardees to and including the 13<sup>th</sup> Avenue intersection.**

**Prepare preliminary design for the median crossovers needed for the MOT plan.**

Upon the State's concurrence of the Layout Comment Response Memo, the Contractor will incorporate review comments and submit the Final Geometric Layout to the State within 10 working days, or as otherwise approved by the State.

Upon receipt of the Final Geometric Layout Comments from the State, the Contractor will work collaboratively with the State's Project Manager and other State staff to determine adequate responses and will draft written responses for the State's review.

**12.7 Construction Limits Map**

The State will provide concept layout drawings depicting conceptual construction limits for the Contractor's review. The Contractor will review State District 6 procedure for documenting construction limits. Construction limits drawings will depict the Preliminary/Final Engineered Limit Line (tie-down points) as well as the Preliminary/Final Construction Limits which will take into consideration design, constructability and future maintenance of all roadway features.

The Contractor will prepare a preliminary construction limits map to show with the preliminary layout for review by State District 6 staff. Contractor will discuss construction limits with District 6 Design, Right of Way, Bridge, and Surveys staff as needed. Contractor will utilize District 6 Construction Limits Completion Form Process.docx, dated 7-30-18, for documenting anticipated construction limits.

The Contractor will prepare a final construction limits map associated with the Final Geometric Layout or Staff Approved Layout and will meet with State Staff to review and discuss.

**DELIVERABLES**

The Contractor will:

1. Evaluate and provide recommendations or alternatives for the Concept drawings
2. Complete and Submit Design Criteria Forms for each bridge and all ramps.
3. Evaluate need for Design Exceptions and provide documentation for cost and construction limit changes to eliminate each Design Exception.
4. Based on the final concept recommendations by the State, prepare and submit Preliminary Geometric Layout, including profiles, preliminary cross sections and preliminary construction limits to the State for review including three hard copies.
5. Prepare and submit an electronic spreadsheet and three hard copies of a preliminary cost estimate for the project **for both the US 218N and the 4<sup>th</sup> Street interchanges and the Cross-over Plan.**
6. Prepare and submit a Preliminary Design Memorandum.
7. Prepare and submit Preliminary Layout Comment Response Memo.
8. Prepare and submit Final Geometric Layout including layout checklist.
9. Prepare and submit three hard copies and 1 electronic version (in PDF DGN formats) of Final Geometric Layout with profiles and preliminary cross sections and layout checklist for the State Geometrics Review.
10. Prepare and submit Final Layout Comment Response Memo.
11. Prepare a Final Construction Limits map and submit one hard copy and two electronic copies (PDF, DGN).
12. Complete the District 6 Construction Limits Completion Form Process.docx **for both the US 218N and the 4<sup>th</sup> Street interchanges and the Cross-over Plan.**

The State will:

1. Provide Layout Concepts for Contractor evaluation.
2. Review the Completed Design Criteria Forms and Design Exception documentation and provide final recommendation on eliminating design exceptions.

3. Provide final concept recommendations and direction proceeding with Preliminary Geometric Layout preparation
4. Review the Preliminary Geometric Layouts and provide written comments.
5. Review the Preliminary Cost Estimate and provide written comments (if any).
6. Review the Preliminary Design Memorandum and provide written comments (if any).
7. Provide concurrence on the Preliminary Layout Comment Response Memo(s) when appropriate.
8. Review the Preliminary Construction Limits and provide written comments (if any).
9. Distribute the Final Geometric Layouts for State Geometrics Review.
10. Forward comments from State Geometrics Review.
11. Provide concurrence on the Final Layout Comment Response Memo(s) when appropriate
12. Provide District Construction Limits Handoff process and form for documentation.
13. Provide necessary signatures for documenting Construction Limits handoff to final design.
14. **Provide a staff approved layout for the US 218N interchange and all associated base files and design documentation, including an approved Design Memo.**

### **13. INTERSTATE ACCESS REQUEST (IAR) (Source type 1140)**

An Interstate Access Request (IAR) is required for the project. The contractor will prepare an Interstate Access Request according to processes outlined in the current version of the Highway Project Development Process (HPDP).

The State will provide a summary of previous coordination efforts with FHWA which will provide additional background for the scope and preparation of the IAR.

The contractor will conduct any additional traffic operational analysis and/or Freeway Modeling needed for the IAR. Highway Capacity Manual (HCM) or Highway Capacity Software (HCS) analysis is anticipated. The Contractor will prepare a brief summary of the operational analysis in an email format.

**Prepare a corridor-wide comprehensive traffic technical memorandum which normalizes previous traffic study work for use in design tasks.**

**Prepare HCS analysis for the US 218 N interchange for FHWA concurrence.**

### **14. DETAIL ROADWAYS DESIGN (Source type 1250)**

The Contractor will complete detailed highway design in accordance with the current American Association of State Highway & Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets (also known as The Green Book), current AASHTO Roadside Design Guide, current Mn/DOT Road Design Manual, current Highway Capacity Manual, and Federal Highway Administration (FHWA) and Mn/DOT design policies, procedures, practices and standards. All work completed must meet Mn/DOT's Level 2 CADD Standards (as published in the most current CADD Data Standards Manual), including the use of GEOPAK™, Mn/DOT's automated design software. See <http://www.dot.state.mn.us/caes/cadd>.

Deliverables include a complete and accurate set(s) of Highway Design plans to construct a project that fulfills the Department's intended purpose. Deliverables may include, but are not limited to some or all of the following:

1. Plans, produced using Mn/DOT's Design Standards and Level 2 CADD Standards; (<http://www.dot.state.mn.us/caes/cadd>)
2. Special Provisions;
3. Estimates;
4. Reports;
5. Feasibility and justification studies, including all related calculations.
6. 3D Modeling surfaces (finished grade, subgrade, and grading grade)
7. Attend up to three pre-bid constructability review meetings with Construction Contractors

Consultant deliverables must include a documented Quality Assurance/Quality Control (QA/QC) plan, and QA/QC

reviews of each submittal, including addressing comments from previous reviews, i.e. 30%, 60%, and 95%, reviews.

Upon Staff Approval of the final Geometric Layouts and the Construction Limits Map, the Contractor will initiate Final Highway Design.

**Final plans for the US 218N interchange will be included into the overall plan set.**

**Based on the staff approved layout for the US 218N interchange, it is assumed that no stormwater ponding will be required at this location.**

**Prepare final plans for the SPUI interchange configuration at the 4<sup>th</sup> Street interchange.**

**Prepare final plans for that portion of 4<sup>th</sup> Street from the southerly entrance to Hardees to and including the 13<sup>th</sup> Street intersection.**

**Prepare a separate plan set for the cross over and shoulder work for construction in 2023 (SP 5080-176).**

#### 14.1 30% Plans

Includes the design and coordination to develop the 30% plan set which will include the following plan sheets:

1. Title sheet
2. In place utilities and tabulations
3. Preliminary typical sections
4. In place Topo, Utility and R/W Plan
5. Alignment plans
6. Preliminary Construction Plan
7. Preliminary ADA plan
8. Preliminary Construction Staging Plan
9. Preliminary Profiles
10. Cross section sheets including: Inplace and proposed R/W
11. Prepare existing conditions drainage area map, including existing storm drain and culvert infrastructure, hydrologic boundaries, and surface flow directions.

#### 14.2 60% Plans

Includes the design and coordination to develop the 60% plan set which will incorporate 30% comments and include the following plan sheets:

1. Title sheet and general layout
2. Statement of Estimated Quantities (format only, no quantities)
3. Standard plates and chart index
4. Soils / construction notes
5. Typical sections
6. Miscellaneous Details
7. Standard Plan sheets
8. Construction Staging and Traffic Control Plans (Includes Temporary Erosion/Sediment Control Construction plans)
9. Alignment plans and tabulations
10. In place Topo, Utility and R/W Plan
11. Removal plans
12. Drainage Plan /Profiles
13. Drainage Standard Details
14. Intersection details
15. ADA Pedestrian Ramp Details

16. Roadway profile sheets
17. Erosion Control Plans
18. Turf establishment plans
19. Signing and Pavement marking plan
20. Pavement marking details and notes
21. Lighting plans
22. Matchline Layout
23. Cross section sheets including:
  - a. Inplace and proposed R/W
  - b. Existing utilities
  - c. Proposed utilities

#### **14.3 95% (Final District Review/Plan Turn-in) Construction Plans**

95% Final District Review of the construction plans will include all information needed for Plan Turn-in and be prepared in conformance with the form and content of the items in the bullet list below.

1. District 6 provided sample plan
2. State Level 1 & 2 Computer Aided Drafting and Design (CADD) Standards (<http://www.dot.state.mn.us/caes/cadd.html>).
3. Minnesota Department of Transportation Road Design Manual (<http://www.dot.state.mn.us/design/rdm/index.html>).
4. State Office of Traffic, Safety and Operations design guidance (<http://www.dot.state.mn.us/trafficeng/designtools/index.html>).
5. Minnesota Department of Transportation Utilities Manual (<http://www.dot.state.mn.us/utility/files/PDF/policy/utilities-manual-web.PDF>).
6. The project's Materials Design Recommendations.
7. The governing storm water treatment regulations.
8. Plan format will be according to requirements in Section 14.
9. Plan review and approvals will follow requirements in Section 14, specifically; plan submittals will be at the following milestones: 30%, 60%, and 95% completion, including plan revisions required by Central Office to achieve the 100% milestone in preparation for letting.

The 95% Final District Review/Plan Turn-in Milestone will represent the Contractor's complete P.S. & E. submittal to the District for the last, formal District review and District signatures prior to plan submittal to Central Office Pre-letting services. The Final District Review of the 95% plan is estimated to take 20 working days. The State's Project Manager will return comments from the 95% District Review for incorporation. When the revised 95% Plan set is received and all comments have been addressed, the State's Project Manager will obtain any necessary District signatures and submit the P.S. & E. package to Central Office Pre-letting services.

Review by Central Office Pre-Letting will constitute the 100% Plan Review. Changes made to these plans as a result of the State's review will be made and the plans considered 100% Final for letting once all State signatures have been obtained.

The following MicroStation plan sheets will be prepared. Sheets will be combined with the prior consent of State's Project Manager.

1. Title Sheet
2. General Layout
3. Estimated Quantities
4. Soils and Construction Notes
5. Standard Plates
6. Earthwork Tabulation and Summary
7. Tabulations
8. Inplace Utility Tabulations
9. Typical Sections

10. Miscellaneous Details
11. Standard Plans
12. Inplace Topography and Utility Plans
13. Removal Plans
14. Construction Plans and Profiles
15. ADA/Pedestrian Facilities Plans
16. Bituminous Paving Plans
17. Superelevation Plans
18. Storm Water Pollution Prevention Plan (SWPPP)
19. Drainage Plans, Profiles, and Tabulations
20. Turf Establishment Plans
21. Erosion Control Plans
22. Construction Staging Plans
23. Traffic Control Plans and Tabulations
24. Striping Plans and Details
25. Signing Plans and Details
26. Lighting Plans and Details
27. Signal Plans and Details
28. Cross Sections

The Contractor will:

1. Submit 30% Plans for State Review
2. Respond to 30% Plan Review Comments
3. Submit 60% Plans for State Review
4. Respond to 60% Plan Review Comments
5. Submit 95% Final (District Review) Plans for State Review
6. Respond to 95% Plan Review Comments
7. Respond to 100% Final Plan review by Central Office Pre-letting Services.

The State will:

1. Provide District specific construction details
2. Provide a Sample Plan
3. Provide plan review comments in written form for each of the plan submittals.
4. Submit 95% Plan to Central Office Pre-letting services
5. Prepare bid proposal
6. Provide design files and \*.gpk files for current concept layout.

## **15. PRELIMINARY BRIDGE ENGINEERING AND DESIGN (Source type GEOM)**

Contractor will perform necessary engineering and design to determine the type, size, location and geometrics of the required bridge. Contractor will perform all of the necessary number of concept iterations to determine the proper bridge structure depths. Structure depths and profile grades will be iterated together to provide the minimum required vertical clearance while not providing excessive additional clearance above the minimum requirements. Preliminary bridge design will be conducted with consideration of roadway geometrics, clear zone requirements, appropriate shoulder widths, required site distance, required clearance from overhead power transmission lines, hydraulic requirements, staging needs, economics, oversized/overweight corridor and all other project constraints. The District 6 Project Manager will be copied or notified of all significant correspondence. State's Bridge Office will attend project meetings and respond to Contractor inquiries.

No ABC analyses or designs will be required.

### **15.1 Aesthetics**

Bridge aesthetics will be established in collaboration with State and require approval by the MnDOT Bridge Office

## 15.2 Bridge Surveys

State will provide survey information to Contractor. Contractor will perform any additional survey work needed to support analysis and prepare the bridge survey sheets. The Contractor will be required to prepare Bridge Survey Sheets for submittal to the Preliminary Bridge Unit.

## 15.3 Bridge Concept Development

State will provide an initial roadway concept for each location which are to be used for developing bridge concepts. Contractor will develop up to three concepts for Bridges 6868/6869, three concepts for Bridge 9180, three concepts for Bridge 9183, and three concepts for Bridge 9201, and three concepts for Bridge 50011 (US 218N). The initial concepts may be sketch level drawings on an aerial photograph base and consider alignment, bridge type, and hydraulic performance, where applicable.

**Evaluate and prepare concept bridge and wall design for a SPUI interchange configuration at the 4<sup>th</sup> Street interchange.**

**Evaluate and prepare concept retaining wall design adjacent to the Cemetery.**

The Contractor will collaborate with the State and perform all of the necessary number of concept iterations to determine the appropriate structure depths, which will be iterated together with profile grades to provide the minimum required vertical clearance while not providing excessive additional clearance above the minimum requirements. Each intermediate concept will be evaluated based on alignment, bridge type, hydraulic performance, and cost effectiveness.

The Contractor will develop a set of measurable screening criteria to highlight differences between each intermediate concept based on differentiating elements such as (but not limited to) hydraulic capacity, flood stage increase (or decrease), constructability, environmental impacts, right of way requirements, construction costs, life-cycle costs, etc. Stakeholder concerns will be considered while developing screening criteria. The State will provide approval of the final screening criteria.

The Contractor and State will work collaboratively to apply the concept screening criteria in order to identify a preferred alternative for each bridge replacement. Roadway concepts developed in Section 6.0 must be considered in the selection of preferred bridge alternatives.

The expected outcome of Task 15.3 is a Bridge Type Selection Report for each bridge replacement which presents the initial concepts, the intermediate concepts evaluated in the screening process, summarizes the screening process, and provides a preferred alternative for each bridge replacement, including roadway approach information.

## 15.4 Bridge Hydraulics

As part of the Bridge Concept Evaluation, the Contractor will conduct an initial hydraulics analysis for each Bridge 6868 and 6869 concept and detailed floodway/floodplain analysis including a Hydraulics Memo and a Risk Assessment for each intermediate concept for the replacement of Bridges 6868/6869. Currently there is a detailed Flood Insurance Study (FIS) and associated mapped floodplain/floodway boundaries in effect for Bridges 6868/6869 and the local vicinity. The preferred bridge replacement should avoid or minimize any floodplain/floodway encroachments and/or 100-year stage increases. Avoiding stage increases and floodway impacts that would result in a Conditional Letter of Map Revision (CLOMR) will be given prime consideration during concept development for Bridges 6868/6869. A summary of the hydraulics analyses for the initial and intermediate replacement alternatives for Bridge 6868/6869 will be documented in the Bridge Type Selection Report described in Section 15.3.

**Add up to two cross sections in the HEC-RAS model, per direction from and coordination with MnDNR.**

**Reconcile data in different models to develop approved model.**

## 15.5 Foundations

The Foundation Analysis and Design Recommendations (FADR) will be provided by State's Foundations Unit. At this *Scope of Work and Deliverables: Preliminary and Detail Design for Bridges and Approach Roadways Along I-90 in Austin, MN* 25 of 35

time, it is assumed that foundations for all crossings will be pile supported.

### **15.6 Aesthetic Design Review**

For this review, Contractor will incorporate aesthetic design elements into the General Plan and Elevation Sheet(s) and submit to the Bridge Office Project Manager for review. In contact with the State's Preliminary Bridge Plans Unit, Contractor may proceed with design during this review. State will provide comments within 10 days. Contractor will incorporate agreed upon revisions for inclusion in the aesthetics sheet(s) for the Final Preliminary Plan.

#### **Evaluate fascia panel design to eliminate the need to divert traffic during construction.**

### **15.7 30% Preliminary Bridge Plan**

Upon approval of the preferred alternative for each bridge by the State, the Contractor will conduct necessary engineering and design to determine the location and geometrics of the bridges. Preliminary design will be conducted with consideration of roadway geometrics, clear zone requirements, appropriate shoulder widths, required site distance, hydraulic requirements, staging needs, and any other identified project constraints.

#### **Prepare Preliminary Bridge and retaining wall plans for the SPUI interchange configuration at the 4<sup>th</sup> Street interchange.**

The 30% Preliminary Bridge Plan must include, at a minimum:

- General Plan and Elevation Sheet(s)
  - General Plan and Elevation
  - Profile of Finished Bridge Deck
  - Design Data
  - Proposed Type of Structure Block
  - Title Block
- Proposed alignment, profile grades, structure type, and substructure location;
- Electronic MicroStation and Geopak files (coordinate correct) to support design;

Contractor will submit two copies of the 30% Preliminary Plan to State for review. State will return the 30% Preliminary Plan with red-lined comments within 10 working days. Contractor will incorporate agreed upon revisions for inclusion in the Aesthetic Design Review submittal.

Contractor submittal of supportive electronic files will including a Digital Terrain Model (TIN) file, MicroStation files containing planimetric mapping (APL, PLN), MicroStation files showing the location of in-place utilities and other surveyed field input (FIP), and a Geopak (GPK) file containing the chains, profiles, and shots of other surveyed features in the project area.

### **15.8 Final Preliminary Bridge Plan**

The Final Preliminary Plan will show the general dimensions, elevations, sections, aesthetic features, survey information, foundation borings and design data. It will include:

- General Plan And Elevation Sheet
  - General Plan and Elevation
  - Profile Of Finished Bridge Deck
  - Design Data
  - Utility Conflicts
  - Proposed Type Of Structure Block
  - Projected Traffic Volumes
  - Title Block
- Bridge Survey Sheet
  - Contracted Profile
  - Plat and Index Map
  - Typical Roadway Sections (at approach panel termini)

- Engineers Observations
- Hydraulic Recommendations
- Bench Mark Data
- Foundation Sheet
  - Boring Plan
  - Geotechnical Boring Logs
  - Existing Footing Locations
  - Proposed bridge location
  - In-place (and Proposed) Utility Locations
- Other Sheets and Details
  - Substructure Sheets
  - Superelevation Sheets
  - Staging Details
  - Aesthetic Details
  - Construction Plan
  - Alignment Tabulations

Contractor will submit two hard copies of the Final Preliminary Plans and refined cost estimates to State for review. State will return the Final Preliminary Plans with red-lined comments within 10 working days. If necessary, Contractor will incorporate State's comments/revisions and re-submit the Final Preliminary Plans to State, including the finalized Checklist for Preliminary Plans. Contractor will also provide the Final Preliminary Plan sheets in MicroStation format which must be directly reproducible. All internal and external reference files will be detached.

Contractor must also submit one bound hard copy of certified design calculations and quantities and one electronic copy of the design and cost estimate calculations and quantities.

Contractor must also submit appropriate electronic files with the Final Preliminary Plans, including a Digital Terrain Model (TIN) file, MicroStation files containing planimetric mapping (APL, PLN), MicroStation files showing the location of in-place utilities and other surveyed field input (FIP), and a Geopak (GPK) file containing the chains, profiles, and shots of other surveyed features in the project area.

## **15.9 Preliminary and Final Retaining Wall Plans**

**The Retaining Wall Plans will show the general dimensions, elevations, sections, aesthetic features, survey information, foundation borings and design data.**

Contractor Will:

1. Provide up to three initial bridge replacement concepts for each of Bridges 6868/6869, 9180, 9183, and 9201, and 50011.
2. Perform and provide detailed floodplain analyses for the intermediate replacement concepts for Br. 6868 and 6869 including Hydraulics Memo and Risk Assessment for each intermediate and preferred bridge replacement alternative.
3. Perform Aesthetic Design Review and provide general plan and elevation view showing proposed aesthetic details.
4. Prepare and submit 30% Preliminary Bridge **Plans for 6868/6869, 9180, 9183, and 9201, and 50011.**
5. Respond to State comments on 30% Preliminary Bridge Plans
6. Prepare and submit two hard copies and digital copy (Microstation/Geopak) of Final Preliminary Bridge Plans
7. Respond to State comments on Final Preliminary Bridge Plans
8. Resubmit Final Preliminary Bridge Plans if necessary
9. Prepare and submit preliminary Cost Estimates.
10. Submit design calculations, quantities, and survey files.

State Will:

1. Approval of concept screening criteria.

2. Work collaboratively to identify preferred bridge replacements.
3. Review of Hydraulics Analyses, Hydraulic Memos, and Risk Assessments.
4. Geotechnical Investigation/Recommendation Report for bridges and walls.
5. Working copies of electronic design files (Microstation, Geopak).
6. Working sketches of Plan and Elevation Sheets (if available)
7. Visual Quality Design Guide
8. Foundation Investigation Report for bridges and walls.
9. Foundation Recommendations for bridges and walls.
10. 30% Plan comments, Aesthetic Design Review comments, and Final Preliminary Plan comments
11. Signature and distribution of the Final Preliminary Plan
12. Provide current hydraulic modeling

## **16. INTERSECTION CONTROL EVALUATION, SIGNAL DESIGN, SIGNING DESIGN, LIGHTING DESIGN**

### **16.1 Intersection Control Evaluation (ICE) (Source type 1808)**

The Contractor will complete an ICE Report for the eastbound on/off ramp intersection at 4<sup>th</sup> St. /CSAH 45, and the westbound on/off ramp intersection at 4<sup>th</sup> St./CSAH 45. It is assumed that no ICE reports are need for the US 218N interchange.

The Contractor will make recommendations for the control used based on the technical recommendation contained within the ICE, as well as Social, Economic and Environmental impacts, documented during the

### **16.2 Signal Design (Source type 1251)**

If a traffic signal is determined to be the appropriate control, the Contractor will design traffic signals at the eastbound on/off ramp intersection at 4<sup>th</sup> St./CSAH 45, and the westbound on/off ramp intersection at 4<sup>th</sup> St./CSAH 45.

**Prepare the traffic signal design for a SPUI interchange configuration at the 4<sup>th</sup> Street interchange.**

### **16.3 Lighting**

Standard interchange lighting will be designed at the 4th St. and the US 218N interchanges as a replacements for the existing lighting systems. Aesthetic designs will be coordinated with the City of Austin and MnDOT.

Determine the need for lighting replacement at the TH 105 and 21<sup>st</sup> interchanges and design replacement lighting systems, if required.

**Design temporary lighting systems for installation at each median cross-over location for SP 5080-176.**

The Contractor will:

1. Submit Draft ICE Report for locations identified for State review.
2. Revise Draft ICE Report based on comments received.
3. Submit a final ICE Report.
4. Coordinate with the State to provide final recommendation for Intersection Control.
5. If required, complete Draft Signal Design for State Review.

The State will:

1. Review the draft ICE Report and provide comments.
2. Provide concurrence on appropriate Intersection Control for all locations.
3. Provide comments on Draft Signal Design
4. Coordinate with internal MnDOT staff regarding traffic control and construction staging and assist the

Contractor in resolving issues.

## 17. MAINTENANCE OF TRAFFIC (MOT) (Source type 1808)

### 17.1 Review Scoping MOT Study

The State will provide the Contractor with a copy of the MOT Study completed during scoping that looked at staging options and included a recommendation for final construction staging. Contractor will review and make comments on the study including recommendation to proceed with proposed alternative, OR propose a modified MOT concept for State review and concurrence

### 17.2 Traffic Management Plan (TMP)

The Contractor will prepare a basic TMP utilizing the State's checklist. A draft TMP will be submitted for the State's review. The State's comments will be incorporated into a final TMP document. No traffic modeling will be required.

#### Prepare a TMP for an October 2023 letting.

Conduct up to three meetings with construction contractors to gain input regarding constructability and construction durations.

Conduct an ADA assessment of pedestrian detour routes

### 17.3 Meetings

The Contractor will hold up to four meetings with the State and select stakeholders to discuss construction staging and MOT requirements at a time under the discretion of the MnDOT Project Manager. The Contractor will provide meeting agendas, exhibits, and minutes. Meetings will be held at State District 6.

The Contractor will:

1. Review MOT scoping study and submit comments to State.
2. Prepare and submit a draft TMP for State review.
3. Revise the draft TMP based on State review comments.
4. Submit a final TMP.
5. Hold up to ~~four~~ eight MOT Meetings.
6. Provide agenda, exhibits, and minutes for the MOT Meetings.
7. Include the US 218 N interchange in the TMP.
8. Include the median cross-overs in SP 5080-176 in the TMP.

The State will:

1. Provide Contractor with a copy of the MOT study completed during scoping
2. Review the draft TMP and provide comments.
3. Attend MOT Meetings.
4. Coordinate with internal MnDOT staff regarding traffic control and construction staging and assist the Contractor in resolving issues.

## 18. RIGHT OF WAY SERVICES

### 18.1 Pre-Acquisition (Source type 1210)

For the work specified below, it is assumed that 22 parcels will need to be processed at the 4<sup>th</sup> St. interchange, 6 parcels at the 21<sup>st</sup> interchange, and 8 parcels at the TH 105 interchange, 4 parcels at the US 218N interchange, 3 parcels at the 13<sup>th</sup> Avenue intersection, 2 parcels at the ped underpass approaches, for a total 45 parcels.

The Contractor will perform the following pre-acquisition activities including:

**Field Title Investigation**

State's OLM Legal and Real Estate Conveyance Unit will complete Certificates of Title for each affected tract. Contractor will obtain the County Assessor's estimate of fair market value for each parcel. Contractor will obtain all tax and special assessment information along with the agency levying the tax or assessment. Contractor will set up a meeting with State's District Real Estate Representative to review field title investigation procedures. Contractor will perform a field title investigation for each parcel, which will be completed by a professional Real Estate Specialist experienced in the area of title investigations. Contractor's Field Title Investigation Agent will verify ownership and nature of interest of the fee owner, contract for deed vendee, or other interests in the property by personal visit for parcels where ownership is local in nature. Contractor's Field Title Investigation Agent will consult with State's District Real Estate Representative on how to proceed with field title investigations for non-local ownership. Contractor will maintain close communication with State's Project Manager, as some modification of the R/W work map will be necessary due to landowner's concerns expressed to Contractor's Field Title Investigation Agent.

**Develop R/W Work Map**

Contractor will meet with State's District R/W Staff to discuss and review R/W layout procedures. The Contractor will familiarize his/her personnel with the policy and procedures of State's R/W Manual Section .000 to .600. Contractor will obtain existing project information.

Contractor will place proposed R/W on drawings using guidelines found in State's R/W Manual, and CADD Standards Manual with additional information to be supplied by State's District R/W and Survey Office. Contractor will calculate proposed new R/W boundary corners (B-points) using GEOPAK COGO based on the work map electronic file.

**Prepare Parcel Sketches**

Contractor will prepare a colored sketch of each parcel using a clip from the MicroStation work map (.wkm) CADD file following State's District R/W Office guidelines for parcel sketch preparation.

**Final Plats**

The State will complete Final Plats for the Project. Will furnish all deliverables within this scope of work to allow for the timely submission of the Plats.

**Prepare R/W Package**

Contractor will prepare a Staff Authorization Map depicting the listed information shown in State's R/W Manual. Contractor will prepare a cover letter (State Form 25294) and Request for Authorization Form (signature). District's Land Surveyor will authorize and provide signature on Request for Authorization form indicating that land ties are correct as indicated on the map. Contractor's Design Engineer will authorize and provide signature that construction limits are correct as indicated on the map. Contractor's Project Manager will authorize and provide signature that R/W limits are in accordance with the map. Contractor will coordinate with State's Project Manager to obtain State's Transportation District Engineer's signature on the Request for Authorization form. Contractor will complete the R/W Package.

Contractor will send one copy of all R/W Package items to State's Project Manager as well as meet with State's Project Manager to review the R/W Package prior to submittal to State's OLM. Contractor will send the original and one copy of the R/W Package to State's OLM, and will retain one copy for the project file.

**Electronic File Submission**

Contractor will submit all electronic data associated with the R/W Work Map to State's OLM. Contractor will also send a copy of all electronic files to State's District R/W Office and retain one copy of all electronic files. All electronic files will be in a format compatible with State's CADD Data Standards. Contractor will submit a text file describing all naming conventions Contractor will use in supplying electronic data to State's OLM.

**Perform Appraisals**

Contractor will coordinate one meeting with State's Appraisal Supervisor and State's Project Manager prior to the start of the appraisal work. Contractor will use appraisers who are on the State's Contract Fee Appraiser list. The OLM Appraisal Supervisor, prior to the start of the appraisal work, will approve Contractor's appraisal fees. Contractor's Real Estate Appraiser must hold a valid Minnesota Real Estate Appraiser license and will be governed by the ethics provision of the Uniform Standards of Professional Appraisal Practice.

State's OLM will convene a meeting four to six weeks before the hearing on petition to determine which parcels that have not been acquired need a complete before and after appraisal. The group will consist of Contractor's Eminent Domain Engineer and Direct Purchase Agent, State's Project Manager and State's OLM Appraisal Supervisor and the Assistant Attorney General assigned to the eminent domain action. Contractor will be responsible for assigning the updated appraisal report request on those parcels that are not likely to settle. Contractor will perform a before and after appraisal on parcels placed into an eminent domain action.

## **18.2 Right of Way Acquisition**

The Contractor will perform all acquisition activities including the following major work tasks:

### **Direct Purchase (Source type 1240)**

Contractor will submit Direct Purchase Agent's experience and qualification for review and approval by State's Project Manager prior to performing the direct purchase work. Contractor will perform direct purchase work using a professional Real Estate Agent who is experienced in the area of real estate negotiations. Contractor's Project Manager will certify that the Direct Purchase Agent has no personal interest in properties being acquired. Contractor's Direct Purchase Agent will meet with State's Project Manager and State's District Real Estate Representative to review direct purchase procedures prior to starting the direct purchase work. Contractor will conduct all direct purchases in accordance with State's R/W Manual and the 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition Regulations. Contractor's Direct Purchase Agent will contact all property owners and perform all the functions necessary to acquire the needed R/W by means of direct negotiations. All offers will be made in person. No offers by mail are acceptable unless approved by State's District Real Estate Representative. Contractor will allow the property owner a reasonable length of time (generally 30 days minimum) to consider the direct purchase offer. All completed direct purchase files will be returned to State's District Real Estate Representative. The eminent domain process will be initiated at a minimum of six months ahead of the project letting date. Contractor will have all direct purchase offers made prior to the initiation of the eminent domain. Contractor will prepare a temporary direct purchase file for all files not yet acquired at the time of initiation of eminent domain.

Contractor's Direct Purchase Agent may recommend an administrative settlement memorandum where appropriate. Contractor will attend all meetings with State's Project Manager, Director of State's OLM and Minnesota Attorney General's Office.

### **Design Changes**

Contractor will submit any R/W Package revisions to State's Project Manager for approval. Contractor will perform all necessary work required to submit an amended R/W Package to State's OLM. Contractor will work with State's Project Manager and Assistant Attorney General to prepare any revisions.

### **Eminent Domain - Condemnation**

Contractor will assign a registered professional Civil Engineer for the legal action. Contractor will provide necessary engineering and technical support for the Attorney General. Contractor will attend all meetings with Assistant Attorney General. Contractor will assist the Attorney General in preparing for the hearing on petition. Contractor will be prepared to provide engineering testimony. After the hearing on petition, Contractor's Direct Purchase Agent may continue negotiations if there is a possibility of a reasonable settlement with property owners not included in eminent domain action.

Contractor's Engineer will attend district court's oath of commissioners meeting along with the Assistant Attorney General. Contractor's Engineer will be prepared to schedule viewings at oath meeting. Contractor's Engineer will

coordinate staking of properties for viewing with Contractor's Surveyor. Contractor will prepare exhibits for all hearings. Contractor's Engineer will attend pre-hearing meetings with Assistant Attorney General. Contractor's Engineer will submit a written report on the hearing to the Director of State's OLM. Contractor's Engineer will approve and submit commissioner's daily fee reports. Contractor's Engineer will attend all pre-trial hearings. Contractor's Engineer will prepare a settlement memorandum to the Director of State's OLM. Contractor will obtain approval of appeal/no appeal recommendation from State's Project Manager. Contractor will submit the settlement memorandum to the Director of State's OLM. Contractor's engineer will discuss trial aspects with Assistant Attorney General. Contractor's Engineer will prepare materials for the trial.

Contractor's Engineer will be prepared to give engineering testimony in court. Contractor's Engineer will conduct a jury viewing of the property in litigation. Contractor's Engineer will prepare a summarization memorandum of trial to the Director of State's OLM.

Contractor will:

1. Continue the Attorney's Certificates of Title for all necessary updates. A licensed attorney or abstractor must complete the continuations of the Certificates of Title.
2. Obtain County Assessor's estimate of fair market value for each parcel and place on State's Market Data form.
3. Obtain all tax and special assessment information along with agency levying the tax or assessment.
4. Perform a field title investigation for each parcel using a professional Real Estate specialist experienced in the area of title investigation and approved by State's Project Manager.
5. Set up and attend meeting with State's District Real Estate Representative.
6. Verify ownership and document concerns of property owners affected by project with personal visit to parcels where ownership is local in nature.
7. Consult with State's District Real Estate Representative on direction when ownership is non-local.
8. Modify R/W work map with pertinent changes due to landowners concerns.
9. Provide gathered project information.
10. R/W Work Map.
11. Identify gaps and overlaps and prepare separate parcels for State's OLM.
12. Layout of proposed new R/W.
13. GEOPAK parcel report.
14. Schedule and attend meeting on development of R/W Work Map.
15. Prepare and submit parcel sketches.
16. Legal Descriptions for each parcel.
17. Staff Authorization Map and cover letter (State Form 25294).
18. Request for Authorization with State's District Land Surveyor, Design Engineer and Project Manager's signatures.
19. Coordinate with State's Project Manager to obtain State's Transportation District Engineer's signature.
20. R/W Package with all items as listed above.
21. Attend meeting with State's Project Manager to review R/W Package.
22. Submit R/W Package (original and one copy) to State's OLM.
23. Electronic data associated with the R/W work map to State's OLM.
24. Electronic data associated with the final plats to State's OLM.
25. Copy of electronic files to State's District R/W Office.
26. Text file describing naming conventions used.
27. Submit appraisals to State's District Real Estate Representative.
28. Coordinate one meeting prior to starting the appraisal work.
29. Identify potential MDAs.
30. Schedule and attend meeting to determine which parcels need a complete before and after appraisal.
31. Assign updated appraisal report request on parcels not likely to settle.
32. Perform a before and after appraisal on parcels placed into an eminent domain action. A second appraisal may be required on all parcels valued at more than \$250,000.00.
33. Perform direct purchase work.
34. Submit Direct Purchase Agent's experience and qualifications for approval.
35. Certification that Contractor's Direct Purchase Agent has no personal interest in properties being acquired.
36. Attend meeting to review direct purchase procedures.
37. Present direct purchase offers to parcel owners in person.

38. Submit Direct Purchase files for approval.
39. Prepare a temporary direct purchase file for all parcels not acquired with information as listed above.
40. Recommend an administrative settlement memorandum where appropriate.
41. Provided updated status reports to State's Project Manager.
42. Attend meetings with State's Project Manager, Director of State's OLM, and Attorney General's Staff.
43. Submit R/W Package revisions for approval in the form of a minor change or amendment.
44. Perform work necessary to submit amended R/W information as listed above for approval.
45. Work with State's Project Manager and Assistant Attorney General to prepare revisions.
46. Amend and record new plats as needed.
47. Amend valuations and certifications as needed.
48. Assign a registered professional Civil Engineer to the legal action.
49. Provide necessary engineering and technical support for Attorney General.
50. Attend meetings with Assistant Attorney General.
51. Assist Attorney General in preparing for the hearing on petition.
52. Prepare to provide engineering testimony.
53. Continue negotiations if possibility of reasonable settlement with property owners not included in eminent domain action.
54. Attend district court's oath of commissioners meeting.
55. Be prepared to schedule viewings at oath meeting.
56. Coordinate staking of properties for all viewings.
57. Stake properties for all viewings.
58. Re-stake parcels for all viewings by court.
59. Prepare exhibits for hearings as listed above.
60. Attend pre-hearing meeting with Assistant Attorney General.
61. Submit written report on hearing to Director of State's OLM.
62. Approve and submit commissioner's daily fee reports.
63. Attend pre-trial hearings.
64. Prepare a settlement memorandum.
65. Obtain approval of appeal/no appeal recommendation from State's Project Manager.
66. Submit settlement memorandum to Director of State's OLM.
67. Discuss trial aspects with Assistant Attorney General.
68. Prepare materials for trial.
69. Prepare to give engineering testimony in court.
70. Conduct jury viewing of property in litigation.
71. Prepare summarization memorandum of trial.

State will:

1. Provide Existing Right of Way and Easements (.DGN format).
2. Certificates of Title for each affected tract from State's OLM Legal and Real Estate Conveyance Unit.
3. All necessary continuations and corrections of Certificates of Title.
4. Provide direction when ownership is non-local in nature.
5. Attend meeting on field title investigation procedures.
6. Provide form and format.
7. Provide electronic land survey files including existing R/W, section and quarter corner locations, and section, quarter and sixteenth lines.
8. Provide Title Certificates of affected tracts.
9. Consult with Contractor's registered land surveyor regarding placement of subdivisions.
10. Review of GEOPAK point storage format and procedures.
11. Prepare Certificates of Title for gap and overlap parcels.
12. Attend meeting on development of R/W Work Map.
13. Provide a copy of State's District R/W Guidelines.
14. Furnish State Form 25294.
15. Furnish Request for Authorization form.
16. Furnish State's Transportation District Engineer's signature on Request for Authorization form.

17. Attend review meeting of R/W Package.
18. Submit appraisals to State's OLM for review and certification.
19. Determine additional appraisals that may be required.
20. Supply example MDAs.
21. Approve all MDAs.
22. Review all appraisals.
23. Determine an estimated market value of the property.
24. Convene a meeting to determine which parcels need a complete before and after appraisal.
25. Provide All Certificates of Title necessary for R/W acquisition services.
26. Approve Contractor's Direct Purchase Agent.
27. Prepare a direct purchase file for each parcel to be acquired.
28. Provide examples of administrative settlement memoranda.
29. Schedule and attend meetings with Contractor, Director of State's OLM, and Attorney General's Office.
30. Approve R/W Package revisions.
31. Approve amended R/W information.
32. Request eminent domain proceedings.
33. Provide sample hearing report.
34. Provide appeal/no appeal recommendation.

## **19. VALUE ENGINEERING STUDY PARTICIPATION (Source type 1140)**

The Contractor will provide up to two individuals to assist in a Value Engineering Study for the project. The Contractor will not be part of the VE team conducting the study. The VE Study will be conducted under a separate contract involving participants who are not actively involved in delivery of the project. The Contractor will assist the State as necessary to facilitate a successful VE Study. Contractor participation will include presenting the project on the first day of the VE study and attending a presentation on the last day of the VE study. The Contractor will assist the State in assembling data, other background information and exhibits as needed for the VE study, as well as responding to inquiries during the VE study. The Contractor will review VE proposals and provide technical input and evaluation on submitted proposals. The Contractor will review the draft VE Study report and provide comments to the State in a timely fashion.

Contractor will:

1. Assist in the Value Engineering Study effort and attend VE meetings as necessary
2. Meet with MnDOT District 6 staff prior to the start of the VE Study.
3. Provide data, reports, respond to inquiries and provide other background materials to the VE Study Team as necessary
4. Review VE proposals and provide technical input and evaluation
5. Review the draft VE Study report and provide comments to the State
6. Incorporate VE recommendations as directed by the State.

State will:

1. Schedule and conduct Value Engineering Study

## **20. ROADWAY AND BRIDGE DESIGN COORDINATION (Source type 1010)**

### **20.1 Coordination**

State will provide Bridge Office Project Manager(s) to coordinate with the Contractor's Project Manager for communication between bridge and roadway design. It is expected the Contractor will provide on-going review of the roadway and bridge design to ensure accuracy and consistency between the roadway and bridge elements. The Contractor may coordinate directly with the Bridge Office Project Manager(s) after notifying the State Project Manager. The Contractor will provide documentation of conversations with Bridge Office Project Manager(s) to the State Project Manager. The Contractor will keep a running log of conversations for review by the State Project Manager.

**21. Independent Cost Estimate – Layout (30% Design)**

Prepare a Contractor Style Construction Cost Estimate at the 30% plan milestone submittal. It is assumed that the US 218 N interchange will be included in this analysis. This work will include a bottoms-up style estimate based on Staff Approved Layouts, approximate 30% design, a project scope narrative, conversation with designers, and independent quantities check.

Develop quantities using On-Screen Take-Off and estimate built in HCSS Heavybid using standard MnDOT bid items. Basis of Estimate report will document approach to project and assumptions used in estimate development.

Contractor will:

1. Prepare a Contractor Style Construction Cost Estimate and Schedule Review at the 30% plan milestone submittal
2. Prepare a bottoms-up style estimate based on Staff Approved Layouts
3. Provide an independent quantities check
4. Provide the following deliverables at the 30% level of completion: Basis of Estimate, Estimate Reports, Meeting to Review Estimate.

State will:

1. Review and provide comment on Contractor Style Construction Cost Estimate

**22. Contract Time Schedule - Layout (30% Design)**

Prepare a Contractor Style Schedule Review at the 30% plan milestone submittal. It is assumed that the US 218 N interchange will be included in this analysis.

Develop Critical Path Method (CPM) Contract Time Schedule, in Primavera P6, based on Staff Approved Layout and quantities/production rates from SRF developed independent cost estimate.

Contractor will:

1. Prepare a Contractor Style Schedule Review at the 30% plan milestone submittal
2. Provide the following deliverables at the 30% level of completion: Proposed staging/phasing restrictions, access requirements, proposed completion dates.

State will:

1. Review and provide comment on Contractor Style Schedule Review

**23. Independent Cost Estimate - 60% Design**

Prepare a Contractor Style Construction Cost Estimate at the 60% plan milestone submittal. It is assumed that the US 218 N interchange will be included in this analysis. This work will include a bottoms-up style estimate based on the 60% design, a project scope narrative, conversation with designers, and independent quantities check.

Develop quantities using On-Screen Take-Off and estimate built in HCSS Heavybid using standard MnDOT bid items. Basis of Estimate report will document approach to project and assumptions used in estimate development.

Contractor will:

1. Prepare a Contractor Style Construction Cost Estimate at the 60% plan milestone submittal
2. Prepare a bottoms-up style estimate based on Staff Approved Layouts
3. Provide an independent quantities check
4. Provide the following deliverables at the 60% level of completion: Basis of Estimate, Estimate Reports, Meeting to Review Estimate.

State will:

1. Review and provide comment on Contractor Style Construction Cost Estimate

**24. Contract Time Schedule - 60% Design**

Prepare a Contractor Style Schedule Review at the 60% plan milestone submittal. It is assumed that the US 218 N interchange will be included in this analysis.

Develop Critical Path Method (CPM) Contract Time Schedule, in Primavera P6, based on the 60% Design and quantities/production rates from SRF developed independent cost estimate.

Contractor will:

1. Prepare a Contractor Style Schedule Review at the 60% plan milestone submittal
2. Provide the following deliverables at the 60% level of completion: Proposed staging/phasing restrictions, access requirements, proposed completion dates.

State will:

1. Review and provide comment on Contractor Style Schedule Review

**25. 4<sup>th</sup> Street Extension for the City of Austin**

Include the 4th Street Extension from STA 202+00 to STA 199+50 in the Plan on behalf of the City of Austin.

Preliminary drainage design for the 4th St extension.

Prepare preliminary design and cost estimate for the 4th Street extension from Hardees to and including the 13th Avenue intersection.

Final design for the 4th Street Extension from STA 202+00 to STA 199+50.

**26. PROJECT SCHEDULE**

SP 5080-170 is scheduled for letting on January 27 October 27, 2023. The Contractor will submit required deliverables to meet the following milestones assuming a Jan 1, 2021 Notice to Proceed:

Roadway Concepts and Design Forms.....	April 30 2021
Preliminary Geometric Layout .....	June 25, 2021
Bridge Concepts and Hydraulic Analysis.....	June 4, 2021
Final Geometric Layout for D6 Review .....	August, 2021
Final Preliminary Bridge Plans.....	October, 2021
Draft Environmental Document.....	<u>June, 2022</u>
30% Roadway Plans.....	<u>August, 2022</u>
Final Environmental Document.....	<u>August, 2022</u>
60% Roadway Plans .....	<u>January, 2023</u>
95% (Final District Review Submittal) Roadway Plans .....	<u>March, 2023</u>
Plan Turn In (final plans, specifications, and estimate) .....	<u>May 1, 2023</u>
MnDOT Central Office Plan Turn In Deadline .....	<u>May 30, 2023</u>

**Exhibit B1**  
**Budget Details**

MnDOT Contract No. 1036777

**Original Contract**

Item No.	Task Description	PRIN ENGR	SR. ASSOC.	SR. ASSOC.	SR. PROF.	PROF.	TECH.	CLER.	TOTALS
1	Project Management	804	0	11	0	0	0	0	815
2	Public and Agency Involve	103	47	210	0	30	56	32	478
3	Data Collection	3	12	34	10	15	8	0	82
4	Municipal Consent	20	0	4	8	0	0	0	32
5	Quality Management	19	63	32	80	0	0	0	194
6	Environmental Doc	5	4	16	15	0	0	0	40
7	Noise Analysis	0	85	0	0	0	0	0	85
8	Permits	5	0	0	43	36	0	0	84
9	SUE Services	0	0	0	0	0	0	0	0
10	Prelim Drainage Dgn	7	0	0	66	0	0	0	73
11	Geotechnical Eng	0	0	0	0	0	0	0	0
12	Prelim Roadways Dgn	26	50	88	306	120	132	0	722
13	Interstate Access Request	16	0	32	0	64	0	0	112
14	Detail Roadways Dgn	8	76	218	812	1040	0	0	2154
15	Preliminary Bridge Eng	133	96	0	938	114	370	0	1651
16	ICE Reports & Traffic Eng	0	66	10	36	469	0	0	581
17	Maintenance of Traffic	0	16	12	0	0	0	0	28
18	Right of Way Services	16	118	0	96	614	160	0	1004
19	Value Eng Study	20	18	0	0	0	6	0	44
20	Roadway and Bridge Dgn	0	72	0	0	104	0	0	128
21	Independent Cost Estimate - 30%	0	24	0	0	68	0	0	92
22	Contract Time Schedule - 30%	0	24	0	0	96	0	0	120
23	Independent Cost Estimate - 60%	0	24	0	0	72	0	0	96
24	Contract Time Schedule - 60%	0	24	0	0	0	0	0	0
	Expenses								
	Total Hours	1185	819	667	2410	2842	732	32	8687
	Hourly Rate	\$71.00	\$52.00	\$43.00	\$39.00	\$33.00	\$40.00	\$20.00	
	Labor	\$84,135	\$42,588	\$28,681	\$93,990	\$93,786	\$29,280	\$640	\$373,100
	Overhead								\$617,742
	Labor and Overhead								\$990,842
	Fixed Fee								\$123,855
	Total for SRF								\$1,114,697
	Expenses								\$1,904
	Mileage								\$220
	Meals								\$200
	Postage								\$375
	Meeting Refreshments								\$100
	Professional voice over for PIP video								\$2,799
	Total Expenses								
	Subcontractors								\$264,629
	Isthmus								\$98,604
	Anderson								\$70,630
	NewPublica								\$175,045
	T2								\$64,806
	Braun								\$45,000
	DKJ								
	Original Contract Total								\$1,836,210

**Exhibit B1**  
**Budget Details**

MnDOT Contract No. 1036777

**Additional SP 5080-170 Design Added by Amendment No. 1**

Item No.	Task Description	PRIN ENGR	SR. ASSOC.	SR. ASSOC.	SR. PROF.	PROF.	TECH.	CLER.	TOTALS
1	Project Management	759	0	0	0	0	0	0	759
2	Public and Agency Involve	44	221	250	0	10	65	8	598
3	Data Collection	0	14	12	60	0	4	0	90
4	Municipal Consent	0	0	0	0	0	0	0	0
5	Quality Management	12	60	60	108	0	0	0	240
6	Environmental Doc	0	8	16	10	0	0	0	34
7	Noise Analysis	0	0	0	0	0	0	0	0
8	Permits	2	0	0	4	4	0	0	10
9	SUE Services	2	4	0	0	0	0	0	6
10	Prelim Drainage Dgn	9	0	0	123	0	0	0	132
11	Geotechnical Eng	0	0	0	0	0	0	0	0
12	Prelim Roadways Dgn	73	188	20	260	40	174	0	755
13	Interstate Access Request	0	0	0	0	0	0	0	0
14	Detail Roadways Dgn	35	270	415	1315	1000	1070	0	4105
15	Preliminary Bridge Eng	58	370	0	180	0	360	0	968
16	ICE Reports & Traffic Eng	7	45	0	120	457	0	0	629
17	Maintenance of Traffic	53	110	85	15	0	70	0	333
18	Right of Way Services	3	20	0	13	97	24	0	157
19	Value Eng Study	0	0	0	0	0	0	0	0
20	Roadway and Bridge Dgn	0	15	0	0	0	0	0	15
21	Independent Cost Estimate - 30%	0	12	0	0	52	0	0	64
22	Contract Time Schedule - 30%	0	12	0	0	34	0	0	46
23	Independent Cost Estimate - 60%	0	12	0	0	56	0	0	68
24	Contract Time Schedule - 60%	0	12	0	0	36	0	0	48
Total Hours		1057	1373	858	2208	1786	1767	8	9057
Hourly Rate		\$75.00	\$55.00	\$46.00	\$41.00	\$35.00	\$45.00	\$20.00	
Labor		\$79,275	\$75,515	\$39,468	\$90,528	\$62,510	\$79,515	\$160	\$426,971
Overhead		170.00%							\$725,851
Labor and Overhead									\$1,152,822
Fixed Fee		12.50%							\$144,103
Total for SRF									\$1,296,924
Expenses									
Mileage									\$125
Total Expenses									\$125
Subcontractors									
Isthmus									\$280,912
Anderson									\$84,825
NewPublica									\$0
T2									\$75,201
Braun									\$0
DKJ									\$0
Additional SP 5080-170 Design Total									\$1,737,988

**Exhibit B1**  
**Budget Details**

MnDOT Contract No. 1036777

Item No.	Task Description	PRIN	SR.	SR.	PROF.	PROF.	TECH.	CLER.	TOTALS
		ENGR	ASSOC.	ASSOC.					
25	4th St. Extension Dgn in Austin	45	60	60	120	160	100	0	545
	Total Hours	45	60	60	120	160	100	0	545
	Hourly Rate	\$75.00	\$55.00	\$46.00	\$41.00	\$35.00	\$45.00	\$20.00	
	Labor	\$3,375	\$3,300	\$2,760	\$4,920	\$5,600	\$4,500	\$0	\$24,455
	Overhead								\$41,574
	Labor and Overhead								\$66,029
	Fixed Fee								\$8,254
	Total for SRF								\$74,283
	Expenses								\$0
	<b>City of Austin 4th Street Extension Total</b>								<b>\$74,283</b>
	<b>Total Contract Amount Includes Original Contract And Amendment No.1 Amounts</b>								<b>\$3,648,481</b>

**MINNESOTA DEPARTMENT OF TRANSPORTATION  
REIMBURSEMENT RATES FOR TRAVEL EXPENSES**

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost

Subject	Meals	Rate
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person

Subject	Lodging	Rate
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

**Travel Status**

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

**Restrictions**

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of a stay.
5. The gratuity is included in maximum cost.
6. To be in Travel Status and at a commercial lodging.

**INVOICE NO.\_\_\_\_\_**

Estimated Completion: \_\_\_% (from Column 6 Progress Report)

Final Invoice?  Yes  No

**Invoice Instructions:**

**Contractor must:**

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, in the following order:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1036777

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: February 15, 2024

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

SP Number: 1036777 TH Number: I-90

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$800,071.00			
2. Overhead Costs: Rate = 165.57% (Direct Labor*Overhead Rate)	\$1,343,593.00			
3. Fixed Fee (Profit) Costs: Rate = 12.5% (Fixed Fee = \$ * Percent Complete)	\$267,958.00			
4. Direct Expense Costs: (Attach Supporting Documentation)	\$2,924.00			
5. Subcontractor Costs:  New Publica DKJ Appraisal Braun Intertec Anderson Engineering T2 Utility Engineers Isthmus Engineering	\$70,630.00 \$45,000.00 \$64,806.00 \$183,429.00 \$250,246.00 \$545,541.00			
<b>Net Earning Totals:</b>	<b>\$3,574,198.00</b>			
<b>Total Amount due this invoice:</b>				\$

**Contractor: Complete this table when submitting an invoice for payment**

Source Type (from Exhibit A)	Total Billing to Date	Amount Previously Billed	Billed This Invoice
<b>Total**</b>			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Contractor: SRF Consulting Group, Inc.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of invoices, you must contact the Authorized Representative for possible alternatives.

## INVOICE NO. \_\_\_\_\_

Estimated Completion: \_\_\_\_% (from Column 6 Progress Report)

Final Invoice?  Yes  No**Invoice Instructions:**

Original To: Austin City  
 500 Fourth Avenue NE  
 Austin, MN 55912

Attention: City's Authorized Representative

MnDOT Contract Number: 1036777

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: February 15, 2024

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

SP Number: 1036777 TH Number: I-90

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$24,455.00			
2. Overhead Costs: Rate = 165.57% (Direct Labor*Overhead Rate)	\$41,574.00			
3. Fixed Fee (Profit) Costs: Rate = 12.5% (Fixed Fee = \$ * Percent Complete)	\$8,254.00			
4. Direct Expense Costs: (Attach Supporting Documentation)	None			
5. Subcontractor Costs:	None			
<b>Net Earning Totals:</b>	<b>\$74,283.00</b>			
<b>Total Amount due this invoice:</b>				<b>\$</b>

**Contractor: Complete this table when submitting an invoice for payment**

Source Type (from Exhibit A)	Total Billing to Date	Amount Previously Billed	Billed This Invoice
<b>Total**</b>			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: SRF Consulting Group, Inc.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of invoices, you must contact the Authorized Representative for possible alternatives.

MnDOT Contract No. 1036777  
 Preliminary and Detail Design for Bridges and Approach Roadways Along I-90 in Austin, MN  
**Exhibit E1: Progress Report Form**

For Invoice No.: \_\_\_\_\_

**Progress Report Instructions:**

1. Contractor must complete the progress report form, in its entirety.
2. Contractor must sign the progress report.
3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).

*(Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)*

MnDOT Contract No. 1036777

Contract Expiration Date: February 15, 2024

SP Number: 5080-170 TH Number: I-90

Billing Period: from \_\_\_\_\_ to \_\_\_\_\_  
 From: SRF Consulting Group Inc.

Task	% of Total Contract	ENGINEERING ESTIMATE				Hours Budget	Hours Accrued This Period	Total Hours Accrued To Date	*% of Budget Hours Used
		% Work Completed This Period	% Work Completed To Date	Weight % Completed This Period	Weight % Work Completed to Date				
1	2	3	4	5	6	7	8	9	10
Project Management	8.6					1,574			
Public & Agency Involve	5.9					1,076			
Data Collection	0.9					172			
Municipal Consent	0.2					32			
Quality Management	2.4					434			
Environmental Doc	0.4					74			
Noise Analysis	0.5					85			
Permits	0.5					94			
SUE Services	0.1					6			
Prelim Drainage Dgn	1.1					205			
Prelim Roadways Dgn	8.6					1,581			
Interstate Access	0.6					112			
Detail Roadways Dgn	36.5					6,700			
Preliminary Bridge Eng	14.3					2,619			
ICE Reports & Traffic Eng	6.6					1,210			
MOT	2					361			
Right of Way Services	6.4					1,161			
Value Eng Study	0.3					44			
Road and Bridge Dgn	0.5					87			
Cost Estimate - 30%	1.1					192			
Contract Time - 30%	0.7					138			
Cost Estimate - 60%	1					188			
Contract Time - 60%	0.8					144			
<b>TOTALS:</b>	<b>100</b>					<b>18,289</b>			

**\*Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package.**

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

\_\_\_\_\_  
 Contractor's Project Manager

\_\_\_\_\_  
 Date

RESOLUTION NO.

**APPROVING ENGINEERING DESIGN SERVICES  
FOR 4<sup>TH</sup> STREET NW FROM 13<sup>TH</sup> AVENUE TO INTERSTATE 90**

WHEREAS, the State of Minnesota has plans to replace the 4<sup>th</sup> Street NW bridge and surrounding roadways; and

WHEREAS, the City of Austin desires to have an additional approximately 250 feet of 4<sup>th</sup> Street NW reconstructed as part of the bridge project; and

WHEREAS, the State of Minnesota has a design contract with SRF for the project; and

WHEREAS, the City desires to have that portion of 4<sup>th</sup> Street NW designed in conjunction with the overall project; and

WHEREAS, the proposal for the design services on 4<sup>th</sup> Street NE is in the amount of \$74,283;

NOW THEREFORE, BE IT RESOLVED, that the City Council approves the engineering design services in the amount of \$74,283 with SRF and authorizes the Mayor and City Recorder to sign the contract.

Passed by a vote of yeas and nays this 17th day of November, 2022

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

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



Steven J. Lang, P.E.  
City Engineer/P.W. Director  
507-437-9950  
Fax 507-437-7101  
slang@ci.austin.mn.us

## Memorandum

**To:** Mayor & Council  
**From:** Steven J. Lang, P.E.  
**Date:** October 28, 2022  
**Subject:** Individual Control Mechanism  
 LL Parks, LLC (Truck Wash)

---

LL Parks, LLC owns and operates the truck wash located in the industrial park at 1302-16<sup>th</sup> Avenue NE. The discharge from the facility is regulated by an Individual Control Mechanism (ICM). The ICM sets forth limitations, conditions and requirements for sanitary sewer discharges. Those items include:

	<u>Daily Average</u>
• Flow (quantity of water discharged)	25,000 gal/day
• CBOD (strength of the discharged water)	195 lbs/day
• TSS (suspended solids)	300 lbs/day
• TKN (nitrogen)	30 lbs/day
• pH	6.0-9.0 range

Attached is the three-year ICM, which is consistent with the previous agreement. I would recommend extending a three-year agreement which would expire December 31<sup>st</sup>, 2025 for LL Parks, LLC. If you have any questions, please feel free to contact me.

**INDIVIDUAL CONTROL MECHANISM (ICM)**  
**BETWEEN**  
**THE CITY OF AUSTIN**  
**AND**  
**LL PARKS, LLC**

The City of Austin (the City) operates a wastewater treatment plant that serves the businesses and citizens located within the City of Austin. LL Parks: Is a tractor trail cleanout, primarily services hog trailers from Hormel Foods Corporation.

LL Parks pretreatment consists of filter screen pumped to a sump before to travels to an underground holding tank that over flows to 3 additional tanks before moving to the sewer main. The monitoring point for LL Parks is a manhole in the street. Sampling is done weekly by the City of Austin Wastewater Treatment Facility, and a grab sample is done to pH the effluent.

The purpose of this agreement is to authorize the discharge of wastewater from the permittee to the wastewater Treatment plant operated by the City; to set forth limitations, conditions and requirements for the discharge; and to specify the rights and obligations of the parties to this agreement. This agreement is made under the provisions of the City Ordinance Sec. 3.30 RULES AND REGULATIONS RELATING TO SEWER USE AND SERVICE CHARGE.

1. Under the authority of the City's ordinance and consistent with the conditions of the ordinance, the City agrees to accept and treat the wastewater discharged from the permittee within the limits and in accordance with the conditions set forth in this ICM.
2. The permittee is allowed to discharge wastewater to the City's wastewater treatment facility. The permittee shall comply with all discharge prohibitions contained in of the City Ordinance Sec. 3.30 RULES AND REGULATIONS RELATING TO SEWER USE AND SERVICE CHARGE, the Minnesota Administrative Rules 7049.0140 pretreatment standards, and shall restrict its discharge to the following limits:

	<u>Average Daily<sup>2</sup></u>	<u>Maximum Monthly<sup>3</sup></u>	<u>Min. Max.</u>
Flow <sup>1</sup> :	25,000 gpd	30,000 gpd	
CBOD:	195 lbs/day	300 lbs/day	
TSS <sup>5</sup> :	300 lbs/day	400 lbs/day	
TKN <sup>6</sup> :	30 lbs/day	45 lbs/day	
pH			6.0-9.0

Note 1: The daily flow for a week is calculated by dividing total flow since the last reading by the number of days since the last reading.

Note 2: The average daily limit is calculated by averaging the daily flow for each of the weeks in that month.

Note 3: The maximum monthly limit is based off the highest daily flow for each of the weeks in that month.

Note 4: A week is defined as 7 days starting Sunday at 12:00 a.m. to the following Saturday at 11:59 p.m.

Note 5: Solid or viscous substances that may cause an obstruction or interfere with the operation of the lift station or wastewater treatment plant are prohibited.

Note 6: A rate has not been established for this pollutant. If the council adopts a rate for this it will be incorporated into the monthly billings.

3. The City shall monitor the wastewater discharge from the permittee on a weekly basis, or as deemed necessary. All analysis shall be performed by the City. The City will test the effluent at a downstream manhole in the roadway. Effluent samples are a composite sample, except for pH which is measured via grab sample.
4. The permittee will be billed per the City Ordinance § 3.30 RULES AND REGULATIONS RELATING TO SEWER USE AND SERVICE CHARGE, Subd. 9 Sewer Service Charges.
  - a. All wastewater discharged with a strength at or below normal strength domestic wastewater shall be billed monthly for sewer use by Austin Utilities. Sewer flow will be based on Austin Utilities public water meter readings.
  - b. All users which discharge wastewater above the normal strength of domestic wastewater shall be billed at the rates shown in the unit cost figures established by Council resolution. Industrial users that discharge above normal strength domestic wastewater shall be billed monthly based upon the volume of wastewater, the pounds of BOD and the pounds of suspended solids discharged.
    - i. Flow will be based on Austin Utilities public water meter reading.
5. As provided in the ordinance, duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter LL Parks for the purposes of inspection, observation, measurement, sampling, and testing pertinent to discharge to any public sewer or natural outlet in accordance with the provisions of the ordinance.
6. The Permittee shall take all reasonable precautions to minimize all accidental discharges including prohibited slugs, spills and bypasses.
7. The permittee shall notify the City immediately by phone and within (7) days in writing, of any spill or slug discharge which may violate the limits specified in this ICM.
8. The City will require the permittee to cease discharging to the sanitary sewer should the lift station or sanitary sewer system experience mechanical or structural failure or if high water flow conditions interfere with the conveyance of sewage or operation of the treatment facility.
9. Any record or other information obtained by the City or furnished to by the permittee as it applies to wastewater, which are certified by said permittee, and said certification, as it applies to wastewater is approved in writing by the city to relate to (a) sales figures, (b) processes or methods of production unique to the permittee, or (c) information which would tend to affect adversely the competitive position of said permittee, shall be only for the confidential use of the City in discharging its statutory obligations, unless otherwise specifically authorized by said owner or operator. Provided, however that all such information may be used by the City in compiling or publishing analysis, reports, or summaries relating to the general condition of the wastewater and how it effects the city's wastewater treatment facility so as long as such analyses or summaries do not identify permittee who has so certified. Notwithstanding the foregoing, the City may disclose any information, whether or not otherwise considered confidential which it is obligated to disclose in order to comply with city state federal laws and regulations, to the extent and for the purpose of such governmentally required disclosure.
10. This ICM is not exclusive. This ICM shall not release the Permittee from conditions set forth by the Minnesota Pollution Control Agency, Minnesota Department of Health, Minnesota Department of Natural Resources or the community in which the site is located
11. This ICM is enforceable under the provisions of the ordinance. A violation of this ICM shall be a violation of the ordinance and subject to the enforcement provisions of the ordinance.

12. The ICM shall not release the Permittee from any liability, duty or penalty imposed by local, state or federal statutes, regulations or license requirements regarding waste disposal.
13. The permittee shall dispose of waste in accordance with MPCA regulations, and chain of custody for disposal of wastes shall be retain and available for inspection.
14. The Permittee shall pay all fees related to this ICM agreement within 30 days to avoid penalties. Any fees that are over 90 days due by the neglect of the Permittee may result in the termination of this ICM.
15. The ICM may be renewed or modified by mutual consent of the City, and permittee. This ICM is not transferable except with the prior written permission of the City and prior agreement in writing to the transfer and all conditions in the ICM by the parties involved.
16. This agreement expires on December 31<sup>st</sup>, 2025 and is subject to be re-opened at the request of either party.

Agreed to:

City of Austin, Minnesota

By: \_\_\_\_\_  
Steve King  
Mayor

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

LL Parks

By:  10-28-22

Date: 10-28-22

By: \_\_\_\_\_  
Tom Dankert  
City Recorder

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

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING INDIVIDUAL CONTROL MECHANISM AGREEMENT  
BETWEEN THE CITY OF AUSTIN AND LL PARKS, LLC**

**WHEREAS**, an agreement has been reached with LL Parks, LLC outlining the terms and conditions for their wastewater discharge is required as part of the city's National Pollution Discharge Elimination System (NPDES) Permit to operate the Wastewater Treatment Plant; and

**NOW THEREFORE, BE IT RESOLVED** that the City Council approves the agreement as attached in Exhibit A and that such agreement will be effective immediately upon adoption of this resolution and will expire on December 31, 2025.

Passed by a vote of yeas and nays this 7th day of November, 2022

YEAS

NAYS

ATTEST:

---

City Recorder

APPROVED:

---

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](mailto:slang@ci.austin.mn.us)**

## Memorandum

**To:** Mayor & Council  
**From:** Steven J. Lang, P.E.  
**Date:** October 27, 2022  
**Subject:** Minnesota Pollution Control Agency (MPCA)  
 Per- and Polyfluoroalkyl Substances (PFAS) testing

---

The MPCA is in the process of reviewing the prevalence of PFAS in wastewater throughout the state of Minnesota. PFAS is defined as follows:

The per- and polyfluoroalkyl substances (PFAS) are a group of chemicals used to make fluoropolymer coatings and products that resist heat, oil, stains, grease, and water. PFAS are man-made chemicals that have been used in industry and consumer products worldwide since the 1940s. They have been used to make nonstick cookware, water-repellent clothing, stain resistant fabrics and carpets, some cosmetics, some firefighting foams, and products that resist grease, water, and oil.

Attached for your consideration is a Memorandum of Understanding (MOU) between the State and City for PFAS testing at the Austin Wastewater Treatment Plant (WWTP). Key points of the MOU include:

- The City is volunteering to participate in the testing program
- Identify and understand the sources of PFAS entering the WWTP
- Work with identified sources to develop a PFAS pollutant management plan

Timeline:

- By January 1, 2023, develop a PFAS sampling plan
- Two rounds of sampling in 1<sup>st</sup> Qtr and 2<sup>nd</sup> Qtr of 2023
- Inventory possible PFAS sources and implement PFAS pollutant management plan by 3<sup>rd</sup> Qtr 2023.
- Two rounds of sampling in 3<sup>rd</sup> Qtr and 4<sup>th</sup> Qtr of 2024

Currently the MPCA has funding in place for the first two rounds of testing. Testing for rounds three and four are currently the responsibility of the City. In addition, City staff will be required to identify sources, develop PFAS pollutant management plan and work with local companies to implement the plan. If you have any questions, feel free to contact me.

## **Municipal Wastewater PFAS Monitoring and MOU Summary for local decision makers:**

- Per- and polyfluoroalkyl substances (PFAS) are a family of nearly 5,000 chemicals which have been widely used in industrial, commercial, and residential applications, are resistant to breakdown, and are found virtually everywhere in our environment.
- At concentrations which vary by specific chemical, PFAS can be toxic, causing adverse health effects in humans, fish, and wildlife.
- In February of 2021, the MPCA released a PFAS Blueprint for addressing PFAS statewide. This was followed by a PFAS Monitoring Plan (March 2022) which identifies how the MPCA will collect PFAS monitoring data from all major regulatory program areas.
- Wastewater treatment plants (WWTPs) are a receiver of PFAS and can be a conduit for the discharge of PFAS into the environment. PFAS can be present in wastewater which flows to WWTPs and is not treated by conventional treatment technologies. PFAS treatment at the wastewater treatment facility is not economically feasible at this point, so the MPCA is focusing on source identification and source reduction.
- In an effort to collaborate with the WWTPs the MPCA has asked that the monitoring be completed outside the City's wastewater permit, through the use of the MOU.
- The MPCA is requesting approximately 90 municipal WWTPs, which have identified significant industrial users, to participate in phase 1 of the PFAS Monitoring Plan. By signing a Memorandum of Understanding (MOU), these facilities agree to the following:
  1. Submit a PFAS Sampling Plan
  2. Collect four quarterly influent samples
  3. Inventory potential sources, develop a PFAS Pollutant Management Plan, and work with industrial users and other users to reduce PFAS in wastewater influent base on a defined response threshold.
- The MPCA has secured funding to cover the costs of sample collection and analysis for the first two influent samples for facilities who sign the MOU. The MPCA will continue to pursue funding in an effort to potentially cover some or all of the costs of collecting and analyzing the last two influent samples.
- The goal of this monitoring is to:
  1. Evaluate PFAS concentrations discharged to WWTPs,
  2. Identify sources of PFAS,
  3. Begin to make progress reducing PFAS discharged to WWTPs, and
  4. To inform future monitoring and regulatory decisions in future phases of the PFAS monitoring plan in an effort to reduce PFAS discharged to the environment.

**Memorandum of Understanding Between your Minnesota District or City and the Minnesota Pollution Control Agency for the Statewide Monitoring of Per- and Polyfluoroalkyl Substances (PFAS)**

This Memorandum of Understanding is between your City and the Minnesota Pollution Control Agency (MPCA).

**Whereas**, PFAS is a known class of environmental contaminants with thousands of unique chemical structures which are persistent in the environment, bioaccumulative, and are in widespread use in industrial, commercial, and household applications;

**Whereas**, municipal wastewater treatment facilities are a receiver of PFAS and can be a conduit for the discharge of PFAS into the environment;

**Whereas**, municipal wastewater treatment facilities have regulatory authority over their significant industrial users and generally all users through National Pollutant Discharge Elimination Discharge (NPDES) permits issued to permittees in Minnesota;

**Whereas**, your permitted wastewater treatment facility has been identified as having at least one significant industrial user;

**Whereas**, significant industrial users may be a contributing source of PFAS to wastewater treatment facilities;

**Whereas**, to protect human health and the environment, the MPCA established goals to identify and reduce PFAS in the environment through implementation of its 2022 PFAS Monitoring Plan, that seeks to partner with all sources to reduce releases to the air, water, and land;

**Whereas**, funding has been appropriated by the Minnesota Legislature to develop tools to assist municipal wastewater treatment facilities in source identification and source reduction of PFAS. This appropriation is specific to these activities and will not be used for sample collection or sample analysis. A contract has been executed between Antea Group and the MPCA where PFAS Source Identification & Reduction tools will be developed. These tools will be available for use in conjunction with the development of PFAS pollutant management plans and;

**Whereas**, response thresholds will be developed based on data collected from the first two sampling events. The response thresholds will be statistically based, not risked based, to help prioritize source identification and reduction activities. All facilities will be assigned one of three priority categories which will include specific actions for the facilities to complete.

- A. Category one - No further sampling required at this time, unless state or federal funding is obtained. It is strongly encouraged that these facilities complete an inventory of industrial users who may be potential contributors of PFAS. If the MPCA obtains funding to collect and analyze PFAS we reserve the right to collect two additional samples at these facilities.
- B. Category two - Complete an inventory of potential industrial sources of PFAS and start a dialog with those potential sources to initiate source identification and reduction work. Develop, complete, and submit a PFAS Pollutant Management Plan (PFAS PMP) and complete and submit the final two sampling events.

C. Category three - Complete an inventory of potential industrial sources of PFAS and start a dialog with those potential sources to initiate source identification and reduction work. Develop, complete, and submit a PFAS Pollutant Management Plan (PFAS PMP) and complete and submit the final two sampling events. Based on the industrial user inventory MPCA will work with you to identify further actions to verify PFAS discharges from these potential sources.

**Whereas**, the MPCA will continue to pursue funding to offset the cost of sample collection and sample analysis. If funding is obtained, an MPCA identified contractor will be used to coordinate and collect samples from designated influent monitoring locations at the wastewater treatment facilities identified in the MPCA PFAS monitoring plan. The collected influent samples will then be sent to an MPCA designated certified laboratory for analysis. Related costs associated with sample collection and analysis will be covered pursuant to the amount of funding obtained and any potential eligibility requirements. The results of the monitoring will be shared with both the monitored wastewater facilities and the MPCA. Data will be submitted via the EQuIS system.

**Whereas**, MPCA Municipal wastewater contacts for the PFAS Monitoring Plan are:

Jaramie Logelin, [jaramie.logelin@state.mn.us](mailto:jaramie.logelin@state.mn.us), 218-302-6640 or

Sherry Bock, [sheryl.bock@state.mn.us](mailto:sheryl.bock@state.mn.us), 218-316-3882.

**Therefore**, Phase I of the 2022 PFAS Monitoring Plan includes a goal that all municipal wastewater treatment facilities, which have delegated pretreatment programs or have identified one or more significant industrial users, will:

- A. Participate in influent wastewater sampling; and
- B. Participate in the identification and understanding of sources of PFAS entering into your wastewater treatment facility; and
- C. If a category two, complete an inventory of potential industrial sources of PFAS and start a dialog with those potential sources to initiate source identification and reduction work. Develop, complete, and submit a PFAS Pollutant Management Plan (PFAS PMP) and complete and submit the final two sampling events; and
- D. If a category three, complete an inventory of potential industrial sources of PFAS and start a dialog with those potential sources to initiate source identification and reduction work. Develop, complete, and submit a PFAS Pollutant Management Plan (PFAS PMP) and complete and submit the final two sampling events. Based on the industrial user inventory, MPCA will work with you to identify further actions to verify PFAS discharges from these potential sources.

In furtherance of these goals, your District or City and MPCA agree to the following actions:

#### **Wastewater Treatment Facility Actions**

##### **1. PFAS sampling plan.**

- a. By January 1, 2023, develop and submit, for review and approval to the MPCA, a PFAS Sampling Plan specific to the District's or City's PFAS influent monitoring.
  - i. The PFAS Sampling Plan must follow MPCA's updated analytical fact sheet for Per- and Polyfluoroalkyl substances: [Guidance for Per- and Polyfluorinated Alkyl Substance: Analytical \(state.mn.us\)](http://Guidance for Per- and Polyfluorinated Alkyl Substance: Analytical (state.mn.us)).

- ii. The PFAS Sampling Plan must include, but not be limited to, specific sample location, sample collection type, who will be collecting samples (Permittee or contractor), selected lab for analysis and sample analysis method the lab will be using including the reporting limit of each of the PFAS compounds. All samples should be unfiltered and collected at your facility's influent waste stream (WS) station. Each sample shall include at a minimum all PFAS compounds listed in Appendix A. Please note the reporting limits in Appendix A for the six bolded parameters. All other parameters have a goal of under 4 nanograms per liter (ng/L) but will be subject to change upon guidance revisions.
- iii. The PFAS Sampling Plan should be submitted electronically to both Jaramie Logelin and Sherry Bock to their noted emails.

## **2. Collect Influent Samples.**

- a. Collect and submit to the lab round one influent sample by March 31, 2023, in accordance with the completed PFAS sampling plan. By June 30, 2023, submit the first round of influent monitoring data to the MPCA's EQuIS database. The monitoring data may be submitted by the District or City or your accredited laboratory.
- b. Collect and submit to the lab round two influent sample by June 30, 2023.
- c. By August 31, 2023, submit the second round of influent monitoring data into MPCA's EQuIS database. The monitoring data may be submitted by the District or City or your accredited lab.
- d. Collect and submit to the lab round three influent sample by June 30, 2024.
- e. By September 31, 2024, submit the third round of influent monitoring data to the MPCA's EQuIS database. The monitoring data may be submitted by the District or City or your accredited laboratory.
- f. Collect and submit to the lab round four influent sample by September 31, 2024.
- g. By December 31, 2024, submit the results of the fourth round of influent sampling monitoring data into MPCA's EQuIS database. The monitoring data may be submitted by the District or City or your accredited lab.

## **3. Inventory of potential PFAS sources.**

- a. By August 31, 2023, start inventorying industrial users that may be potential PFAS contributors to your wastewater collection system
  - i. The initial inventory should identify all industrial users, including but not limited to, all significant industrial users, categorical industrial users, and nonsignificant industrial users based on the NAICS Codes identified in Appendix F of the MPCA's PFAS Monitoring Plan (starting on page 32).
- b. Complete the inventory of potential sources for use in your pollutant management plan by December 31, 2023. Maintain the inventory onsite.

**4. PFAS Pollutant Management Plan.**

- a. By September 15, 2023, start to develop a PFAS Pollutant Management Plan. The goal will be to identify any non-domestic wastewater sources of PFAS entering your facility and to promote source reduction activities for those sources.
- b. By March 15, 2024, submit the completed PFAS Pollutant Management Plan to the MPCA for review.

**5. Implementation of PFAS Pollutant Management Plan.**

- a. By 30 days after the submittal of the PFAS Pollutant Management Plan, provide continuing education and information to industrial users and the community on reducing PFAS. Implement the PFAS Pollutant Management Plan and begin implementing follow-up PFAS reduction actions based on MPCA developed response thresholds as identified in MPCA Responsibilities item #5.

**6. Continual**

- a. Operating and maintaining your wastewater treatment systems to optimize PFAS reduction activities.

**MPCA Responsibilities**

1. By November 1, 2022, establish monitoring and sampling criteria, and a process to capture the data in MPCA's EQuIS database.
2. By November 1, 2022, finalize and distribute a final sampling and analysis guide to be used by all facilities.
3. Develop and, when available, distribute a Legislative PFAS Source Identification & Reduction Tool Kit to all applicable permittees.
4. By September 15, 2023, or within 15 days of substantial submittal of round 1 and 2 monitoring data, develop and communicate response thresholds based on the first two sample results.
5. Continue to pursue funding to help cover costs of sample collection and sample analysis. If funding is obtained, it will be dispersed pursuant to any eligibility requirements.

**Joint District or City/MPCA Responsibilities**

1. Collaborate on efforts to work with suppliers, manufacturers, educational institutions, and other interested parties to reduce the use of PFAS in products and procedures where pragmatic alternatives exist.
2. Collaborate to develop communication strategies for the public to understand the data and information gained from this joint effort to manage PFAS.

**Terms and Conditions**

This is a voluntary agreement and can be nullified by either party at any time.

This agreement does not amend, nor shall it be construed as part of the National Pollutant Discharge Elimination System (NPDES) permit for your wastewater treatment facility, however the MPCA expects compliance with provisions within this agreement and reserves the right to utilize MPCA authority under Minn. Stat. § 115.03 to obtain and collect data and information as needed.

This agreement will expire upon the completion of collection and submittal of the final requested sampling data.

**Authorized Representatives**

The District's or City's Authorized Representative for purposes of administration of the Memorandum of Understanding is:

The MPCA's Authorized Representative for purposes of administration of this Memorandum of Understanding is:

**Appendix A**  
**Minimum list of requested PFAS Compounds**

Compound (Acronym) (Source of Compound list and Reporting Limit (RL) goals* <a href="#">found here</a> ) *Subject to change upon guidance revision	Aqueous Reporting Limit (RL) Goals (ng/L)	CAS Number
<b>Perfluorobutane (PFBA)</b>	under 6	375-22-4
Perfluoropentanoate (PFPeA)		2706-90-3
<b>Perfluorohexanoate (PFHxA)</b>	under 4	307-24-4
Perfluoroheptanoate (PFHpA)		375-85-9
<b>Perfluorooctanoate (PFOA)</b>	under 4	335-67-1
Perfluorononanoate (PFNA)		375-95-1
Perfluorodecanoate (PFDA)		335-76-2
Perfluoroundecanoate (PFUnA)		2058-94-8
Perfluorododecanoate (PFDoA)		307-55-1
Perfluorotridecanoic Acid (PFTrDA)		72629-94-8
Perfluorotetradecanoic acid (PFTeDA)		376-06-7
<b>Perfluorobutanesulfonate (PFBS)</b>	under 4	375-73-5
Perfluoropentanesulfonate (PFPeS)		2706-91-4
<b>Perfluorohexanesulfonate (PFHxS)</b>	under 4	355-46-4
Perfluoroheptanesulfonate (PFHpS)		375-92-8
<b>Perfluorooctanesulfonate (PFOS)</b>	under 4	1763-23-1
Perfluorononanesulfonate (PFNS)		474511-07-4
Perfluorodecanesulfonate (PFDS)		335-77-3
Perfluorododecanesulfonate (PFDoS)		79780-39-5
4:2 Fluorotelomer sulfonic acid (4:2 FTS)		757124-72-4
6:2 Fluorotelomer sulfonic acid (6:2 FTS)		27619-97-2
8:2 Fluorotelomer sulfonic acid (8:2 FTS)		39108-34-4
N-Methylperfluorooctanesulfonamidoacetic acid (N-MeFOSAA)		2355-31-9
N-Methylperfluorooctanesulfonamidoacetic acid (N-EtFOSAA)		2991-50-6
Perfluorooctane Sulfonamide (PFOSA)		754-91-6
N-Methyl perfluorooctane sulfonamide (N-MeFOSA)		31506-32-8

Compound (Acronym) (Source of Compound list and Reporting Limit (RL) goals* <a href="#">found here</a> ) *Subject to change upon guidance revision	Aqueous Reporting Limit (RL) Goals (ng/L)	CAS Number
N-Ethyl perfluorooctane sulfonamide (N-EtFOSA)		4151-50-2
N-Methyl perfluorooctane sulfonamidoethanol (N-MeFOSE)		24448-09-7
N-Ethyl perfluorooctane sulfonamidoethanol (N-EtFOSE)		1691-99-2
Hexafluoropropylene oxide dimer acid (HFPO-DA)		13252-13-6
3H-Perfluoro-3-[(3-methoxy-propoxy) propanoic acid] (ADONA)		919005-14-4
9-Chlorohexadecafluoro-3-oxane-1-sulfonic acid (9Cl-PF3ONS)		756426-58-1
11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11CL-PF3OUdS)		763051-92-9

Template

**RESOLUTION NO.**

**APPROVING A MEMORANDUM OF UNDERSTANDING  
WITH THE MINNESOTA POLLUTION CONTROL AGENCY FOR  
THE WASTE WATER TREATMENT PLANT**

WHEREAS, the City of Austin desires to participate in a Minnesota Pollution Control Agency voluntary program for per- and polyfluoroalkyl testing; and

WHEREAS, the program will help identify and understand the sources of per- and polyfluoroalkyl substances entering the waste water treatment plant; and

WHEREAS, the City will ultimately develop a per- and polyfluoroalkyl management plan; and

WHEREAS, the MPCA will provide funding for the first two rounds of testing and the City will fund the second two rounds of testing; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin hereby authorizes the Mayor and City Recorder to sign the memorandum of understanding with the Minnesota Pollution Control Agency for per- and polyfluoroalkyl substances.

Passed by the Austin City Council this 7<sup>th</sup> day of November, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor



# AUSTIN PUBLIC LIBRARY

323 4TH AVENUE NORTHEAST | AUSTIN MINNESOTA

**TO:** Mayor and Council  
**FROM:** Julie Clinefelter, Austin Public Library  
**RE:** Request for Approval of Armon Construction Services Proposal  
**DATE:** November 2, 2022

---

The Austin Public Library requests approval of the proposed Agreement Between Owner and Architect between Armon Architecture, Inc., of Rochester, Minnesota, and the City of Austin, for the Austin Public Library Remodel and Addition Project. The agreement, dated October 24, 2022, is attached to this memo.

The Agreement details services to be provided in relation to the Project, which includes the West Side Addition, Service Desk, Study Rooms, Remodel of Restrooms, Porch Ceiling and Lighting Upgrades, Storage Closet, Staff Entry Awning and Alarm System Upgrades, and states the Stipulated Sum for the Architect's Basic Services as \$21,500.

Steven Lang, City Engineer, has been involved with oversight of this project and is in agreement with the proposal received from the vendor. Funding for the overall project has been discussed and approved in previous actions by the Library Board and Council.

The library seeks approval from City Council for execution of the proposed Agreement.

RESOLUTION NO.

**APPROVING ENGINEERING CONSTRUCTION SERVICES  
FOR THE AUSTIN PUBLIC LIBRARY REMODEL AND ADDITION**

WHEREAS, the City has received a proposal from Armon Architecture, Inc. for construction services at the Austin Public Library for the remodel and addition project; and

WHEREAS, the proposal provides services in relation of the project including inspection services of the west side addition, service desk, study rooms, restrooms, porch ceiling, lighting upgrades, storage closet, staff entry awning and alarm system upgrades; and

WHEREAS, the proposal for the construction services is in the amount of \$21,500;

NOW THEREFORE, BE IT RESOLVED, that the City Council approves the engineering construction services in the amount of \$21,500 with Armon Architecture, Inc.

Passed by a vote of yeas and nays this 7th day of November, 2022.

YEAS

NAYS

ATTEST:

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City Recorder

APPROVED:

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Mayor



## Standard Abbreviated Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Twenty-Fourth day of October in the year Two Thousand Twenty-Two  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Austin  
c/o Steven J. Lang, P.E.  
500 Fourth Avenue NE  
Austin, MN 55912-3773

and the Architect:  
(Name, legal status, address and other information)

Armon Architecture, Inc., S-Corporation  
11 Fourth Street SW  
Rochester, MN 55902  
(507) 261-6140

for the following Project:  
(Name, location and detailed description)

Austin Public Library -Remodel & Addition  
Austin, MN

### Project Summary:

#### 1. BASE BID – West Side Addition

This room will be 60' x 28' and will extend off the west side just north of the existing Large Meeting Room, and will be used for hands-on activities such as gardening and cooking classes. The floor will be concrete with a floor drain, and there will be a countertop and cabinets on the south wall with electrical and water. This space will include an office, a storage room, as well as a single panel hydraulic door on the west wall that will open up to the park to allow for connection to outdoor activities.

#### 2. ADD ITEM #1 – Service Desk

The existing service desk will be removed and replaced with a larger desk that will provide more room for library staff. The desk will extend farther to the north, with the far north portion used by the librarians, providing a better view of the main area of the library. There will also be a screen wall to block off a portion of the area behind the desk, as well as an opening in the desk on the south side that will allow easy access to the book drop-off by the entry.

#### 3. ADD ITEM #2 – Study Rooms

There will be two small study rooms located on the west side of the main library space just north of the Project Room addition, and one large study room on the north wall at the east end of the porch. The wall for the rooms will be

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

centered on the existing window units.

**4. ADD ITEM #3 – Remodel of Restrooms**

Two small restrooms (50 square feet) will be remodeled with new plumbing fixtures, lights, paint and tile. It is not anticipated that the rooms will require an upgrade to current accessibility guidelines, since the fixtures will be replaced "in kind", and there will be fully accessible restrooms after the renovation.

Two large restrooms (300 square feet) will be gutted and remodeled with new floor, wall finishes, lighting, plumbing fixtures, countertops, and toilet partitions. The existing plumbing locations will be maintained with only slight adjustments that will be necessary to comply with current accessibility requirements. However, due to the expense of an upgrade to an ambulatory stall for the second toilet compartment in the women's restroom, we will request that the stall remain with the current dimension.

**5. ADD ITEM #4 – "Porch" Ceiling & Lighting Upgrades**

A new 2' x 2' ACT ceiling will be set just below the existing "porch" ceiling. New dimmable LED lighting will be added to the "porch" space along the north and west walls to enhance the use of the space in the evenings.

**6. ADD ITEM #6 – Storage Closet**

A new room will be created for technical and audiovisual equipment inside the existing storage room. The walls in the 10' x 9' room will be constructed directly below a lower ceiling area, which will remain. Existing storage cabinets will be placed in the room. No server equipment or other items requiring additional cooling will be in the room, and no additional outlets will be needed.

**7. ADD ITEM #7 – Staff Entry Awning**

A metal awning will be added above the east side staff door.

**8. ADD ITEM #8 – Alarm System Upgrades**

The existing alarm and security system will be replaced throughout the entire building.

The Owner and Architect agree as follows.

Init.

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## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Site will be the Austin Public Library at 323 Fourth Avenue NE, Austin, MN 55912

#### STRUCTURAL & CIVIL DESIGN SERVICES

SEH

Ben Wolf, P.E. (Structural)

Bill Anderson (Civil)

717 Third Avenue SE, Ste 101

Rochester, MN 55904

#### MECHANICAL & PLUMBING DESIGN SERVICES

D2E

Mark Dieser, P.E.

Rochester, MN 55902

(507) 722-9588

#### ELECTRICAL DESIGN SERVICES

HGA

Corey VanHouten, P.E.

202 First Avenue SW, Ste 200

Rochester MN 55902

(507)281-8624

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.2** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$2,000,000.00 each occurrence with \$4,000,000.00 General Aggregate

.2 Automobile Liability

\$2,000,000.00

.3 Workers' Compensation

\$1,000,000.00

.4 Professional Liability

\$1,000,000.00

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.2** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.3** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

*(Paragraphs deleted)*

## **§ 3.4 Construction Phase Services**

### **§ 3.4.1 General**

**§ 3.4.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.4.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.4.1.3** Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.4.2 Evaluations of the Work**

**§ 3.4.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits,

the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.4.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

**§ 3.4.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.4.2.4** When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

**§ 3.4.2.5** The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### **§ 3.4.3 Certificates for Payment to Contractor**

**§ 3.4.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

**§ 3.4.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 3.4.4 Submittals**

**§ 3.4.4.1** The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

**§ 3.4.4.2** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.4.4.3** The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

N/A

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Eight ( 8 ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twenty-Four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

### ARTICLE 5 OWNER'S RESPONSIBILITIES

Init.

*(Paragraphs deleted)*

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

*(Paragraphs deleted)*

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate

contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.3** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1** Termination Fee:

\$0.00

**.2** Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0.00

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
*(Insert amount)*

\$21,500.00 Total Fees

.2 Percentage Basis  
*(Insert percentage value)*

N/A

.3 Other  
*(Describe the method of compensation)*

N/A

**§ 11.2** For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10%), or as follows:

Init.

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**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

*(Row deleted)*

<u>Construction Phase Services</u>	<u>One Hundred percent</u>	<u>100%</u>	<u>%)</u>
------------------------------------	----------------------------	-------------	-----------

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

<b>Employee or Category</b>	<b>Rate</b>
Principal Architect	\$120.00 per hour
Project Designer	\$96.00 per hour
Interior Designer	\$84.00 per hour
Drafter	\$84.00 per hour
Mechanical Engineer	\$135.00 per hour
Licensed Electrical Engineer	\$210.02 per hour
Electrical Designer	\$161.21 per hour
Lead Civil Engineer	\$175.00 per hour
Civil Engineer	\$120.00 per hour
Civil Designer	\$135.00 per hour
Civil Technician	\$100.00 per hour
Structural Engineer/PM	\$200.00 per hour
Structural Grad Engineer	\$110.00 per hour
Structural Technician	\$100.00 per hour
Administrative Assistant	\$90.00 per hour
Accounting Representative	\$120.00 per hour

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;

- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

**§ 11.8.2 For Reimbursable Expenses** the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0 %) of the expenses incurred.

### **§ 11.9 Payments to the Architect**

#### **§ 11.9.1 Initial Payment**

An initial payment of Zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

#### **§ 11.9.2 Progress Payments**

**§ 11.9.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % per month (Eighteen Percent [18%] annually

**§ 11.9.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.9.2.3** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

### **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

### **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203–2013 incorporated into this agreement.)*

**.3 Exhibits:**

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*

**.4 Other documents:**

*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

AIA Document A201-2017, General Conditions of the Contract for Construction, which is incorporated by reference.

This Agreement entered into as of the day and year first written above.

**OWNER (Signature)**

Stephen King, Mayor  
City of Austin

*(Printed name and title)*



**ARCHITECT (Signature)**

Paul Armon, AIA, President  
Armon Architecture, Inc.

*(Printed name, title, and license number, if required)*

**OWNER (Signature)**

Tom Dankert, Recorder  
City of Austin

## Additions and Deletions Report for AIA® Document B104™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 00:45:14 ET on 10/26/2022.

### PAGE 1

**AGREEMENT** made as of the Twenty-Fourth day of October in the year Two Thousand Twenty-Two

...

City of Austin  
c/o Steven J. Lang, P.E.  
500 Fourth Avenue NE  
Austin, MN 55912-3773

...

Armon Architecture, Inc., S-Corporation  
11 Fourth Street SW  
Rochester, MN 55902  
(507) 261-6140

...

*(Name, location and detailed description)*

Austin Public Library –Remodel & Addition  
Austin, MN

### Project Summary:

#### 1. BASE BID – West Side Addition

This room will be 60' x 28' and will extend off the west side just north of the existing Large Meeting Room, and will be used for hands-on activities such as gardening and cooking classes. The floor will be concrete with a floor drain, and there will a countertop and cabinets on the south wall with electrical and water. This space will include an office, a storage room, as well as a single panel hydraulic door on the west wall that will open up to the park to allow for connection to outdoor activities.

#### 2. ADD ITEM #1 – Service Desk

The existing service desk will be removed and replaced with a larger desk that will provide more room for library staff. The desk will extend farther to the north, with the far north portion used by the librarians, providing a better view of the main area of the library. There will also be a screen wall to block off a portion of the area behind the desk, as well as an opening in the desk on the south side that will allow easy access to the book drop-off by the entry.

**3. ADD ITEM #2 – Study Rooms**

There will be two small study rooms located on the west side of the main library space just north of the Project Room addition, and one large study room on the north wall at the east end of the porch. The wall for the rooms will be centered on the existing window units.

**4. ADD ITEM #3 – Remodel of Restrooms**

Two small restrooms (50 square feet) will be remodeled with new plumbing fixtures, lights, paint and tile. It is not anticipated that the rooms will require an upgrade to current accessibility guidelines, since the fixtures will be replaced "in kind", and there will be fully accessible restrooms after the renovation.

Two large restrooms (300 square feet) will be gutted and remodeled with new floor, wall finishes, lighting, plumbing fixtures, countertops, and toilet partitions. The existing plumbing locations will be maintained with only slight adjustments that will be necessary to comply with current accessibility requirements. However, due to the expense of an upgrade to an ambulatory stall for the second toilet compartment in the women's restroom, we will request that the stall remain with the current dimension.

**5. ADD ITEM #4 – "Porch" Ceiling & Lighting Upgrades**

A new 2' x 2' ACT ceiling will be set just below the existing "porch" ceiling. New dimmable LED lighting will be added to the "porch" space along the north and west walls to enhance the use of the space in the evenings.

**6. ADD ITEM #6 – Storage Closet**

A new room will be created for technical and audiovisual equipment inside the existing storage room. The walls in the 10' x 9' room will be constructed directly below a lower ceiling area, which will remain. Existing storage cabinets will be placed in the room. No server equipment or other items requiring additional cooling will be in the room, and no additional outlets will be needed.

**7. ADD ITEM #7 – Staff Entry Awning**

A metal awning will be added above the east side staff door.

**8. ADD ITEM #8 – Alarm System Upgrades**

The existing alarm and security system will be replaced throughout the entire building.

**PAGE 3**

Site will be the Austin Public Library at 323 Fourth Avenue NE, Austin, MN 55912

**STRUCTURAL & CIVIL DESIGN SERVICES**

SEH

Ben Wolf, P.E. (Structural)

Bill Anderson (Civil)

717 Third Avenue SE, Ste 101

Rochester, MN 55904

**MECHANICAL & PLUMBING DESIGN SERVICES**

D2E

Mark Dieser, P.E.

Rochester, MN 55902

(507) 722-9588

**ELECTRICAL DESIGN SERVICES**

HGA

Corey VanHouten, P.E.  
202 First Avenue SW, Ste 200  
Rochester MN 55902  
(507)281-8624

**PAGE 4**

\$2,000,000.00 each occurrence with \$4,000,000.00 General Aggregate

...

\$2,000,000.00

...

\$1,000,000.00

...

\$1,000,000.00

**PAGE 5**

**§ 3.2 Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

**§ 3.2.3** The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

**§ 3.2.4** Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.5** The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 Construction Documents Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

**§ 3.3.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.3.3** The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.3.4** The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

**PAGE 7**

N/A

...

**§ 4.2.2** The Architect has included in Basic Services Eight (8) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

...

**§ 4.2.4** If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

**PAGE 8**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

**§ 5.4** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.5** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

**§ 5.6** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

...

2

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the

Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

**PAGE 10**

Arbitration pursuant to Section 8.3 of this Agreement  
**PAGE 11**

\$0.00

...

\$0.00

**PAGE 12**

\$21,500.00 Total Fees

...

(—) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. N/A

...

N/A

...

Hourly

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( %), 10%, or as follows:

**PAGE 13**

Design Phase	percent (	%)
Construction Documents	percent (	%)
Phase	percent (	%)
Construction Phase	percent (	%)
<u>Construction Phase Services</u>	<u>One Hundred percent</u>	<u>100%</u>
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>100</u>
		<u>(%)</u>

...

<u>Principal Architect</u>	<u>\$120.00 per hour</u>
<u>Project Designer</u>	<u>\$96.00 per hour</u>
<u>Interior Designer</u>	<u>\$84.00 per hour</u>
<u>Drafter</u>	<u>\$84.00 per hour</u>
<u>Mechanical Engineer</u>	<u>\$135.00 per hour</u>
<u>Licensed Electrical Engineer</u>	<u>\$210.02 per hour</u>
<u>Electrical Designer</u>	<u>\$161.21 per hour</u>
<u>Lead Civil Engineer</u>	<u>\$175.00 per hour</u>
<u>Civil Engineer</u>	<u>\$120.00 per hour</u>
<u>Civil Designer</u>	<u>\$135.00 per hour</u>
<u>Civil Technician</u>	<u>\$100.00 per hour</u>
<u>Structural Engineer/PM</u>	<u>\$200.00 per hour</u>

<u>Structural Grad Engineer</u>	<u>\$110.00 per hour</u>
<u>Structural Technician</u>	<u>\$100.00 per hour</u>
<u>Administrative Assistant</u>	<u>\$90.00 per hour</u>
<u>Accounting Representative</u>	<u>\$120.00 per hour</u>

PAGE 14

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0 %) of the expenses incurred.

...

An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % per month (Eighteen Percent [18%] annually

PAGE 15

AIA Document A201-2017, General Conditions of the Contract for Construction, which is incorporated by reference.

...

Stephen King, Mayor  
City of Austin

Paul Armon, AIA, President  
Armon Architecture, Inc.

...

OWNER (Signature)

Tom Dankert, Recorder  
City of Austin

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Paul Armon, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 00:45:14 ET on 10/26/2022 under Order No. 2114376966 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



*(Signed)*

**President**

*(Title)*

**10-25-2022**

*(Dated)*

To: Council, City of Austin, Mn  
Re: Windrift Lounge LLC – Lawful Gambling Permit  
2511 11<sup>th</sup> St NE  
Austin, MN 55912  
  
From: Fraternal Order of the Eagles  
107 11<sup>th</sup> St NE  
Austin, MN 55912

Date: November 3, 2022

With the recent annexation of the Windrift Lounge LLC from a Township premise in Mower County to now a City of Austin premise site, please grandfather the current site Premise Permit (A00412-011) for the Gambling Control Board to the City of Austin.

The City of Austin gambling taxes will be calculated and due on this site starting Oct. 1<sup>st</sup>, 2022 along with the other sites the Eagles reports.

Thank you,



Patti Hamilton  
Eagles Gambling Manager  
A-00412

**RESOLUTION NO.**

**APPROVING PREMISES PERMIT APPLICATION  
FROM THE FRATERNAL ORDER OF THE EAGLES**

**BE IT RESOLVED**, that the City of Austin approves a Premise Permit Gambling Application for the Fraternal Order of the Eagles at the Windrift Lounge, LLC located at 2511 11<sup>th</sup> Street NE, Austin, Minnesota.

Passed by a vote of yeas and nays this 7th day of November, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

**City of Austin**  
**500 4<sup>th</sup> Avenue NE**  
**Austin, MN 55912**  
**507-437-9940**  
**[www.ci.austin.mn.us](http://www.ci.austin.mn.us)**



**Tricia Wiechmann**  
**Human Resources Director**  
**507-437-9942**  
**[twiechma@ci.austin.mn.us](mailto:twiechma@ci.austin.mn.us)**

## MEMORANDUM

**TO:** Mayor & City Council

**FROM:** Tricia Wiechmann, Human Resources Director

**RE:** Health Insurance Program & City Contribution Approval

**DATE:** November 2, 2022

As you are aware, the City received a significant health insurance premium renewal increase for 2023 from our current provider. In anticipation of such, the city, through a competitive bid process, received options for our consideration through the Southeast Service Cooperative (SSC), a consortium that serves over 100 public and private school districts, cities, counties and other organizations in the 11-county southeast region of Minnesota.

Beginning in 2023, it is the City's intention to offer three health insurance plan options through SSC and their insurance provider, Medica. Two of the plans are representative of our current plans (HSA/HRA & Value) as required in our current labor agreements; along with a third, new option, which is also an HSA/HRA plan with a higher deductible, out-of-pocket maximum and lower monthly premium.

For your review and approval are two resolutions; one identifying our health insurance plans under SSC/Medica, the second resolution, identifies the plan and the City's contribution for non-bargaining unit employees. These will then remain in place until changes are made either to our health insurance program or the City's contribution level changes.

Thank you for your consideration and if you have any questions prior to the meeting, please feel free to contact me.

RESOLUTION NO.

RESOLUTION SETTING PLANS, QUALIFICATIONS AND RATES  
FOR CITY OF AUSTIN HEALTH INSURANCE  
EFFECTIVE JANUARY 1, 2023

WHEREAS, the City of Austin provides health insurance to its employees and their families; and

WHEREAS, the City of Austin provides health insurance coverage to retired employees both before and after age 65; and

WHEREAS, the City has elected to join Southeast Service Cooperative (SSC); and

WHEREAS, the SSC is part of the Medica insurance program, which is considered a fully funded plan; and

WHEREAS, SSC establishes the monthly premium rates for the health insurance options selected by the City of Austin, which may vary from year to year; and

WHEREAS, the cost of the monthly premium to the employee is the difference between the City's monthly contribution and the amount of the premium.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The City of Austin health insurance shall consist of multiple plan options with different benefits and terms per the plan documents established by Southeast Service Cooperative (SSC) and Medica.
2. The City of Austin shall allow employees to select from those plan options pursuant to their respective labor agreements or approved by the City Council.
3. Retired insureds shall be charged the total monthly premium for their selected plan option with payment due on the tenth day each month for that month.
4. If a retired insured discontinues their health plan coverage, they will not be eligible for any future health insurance plan coverage via the City of Austin.
5. Employed insureds must enroll in the plan of their choice (as made available to them pursuant to their respective labor agreement or through the City Council) during the open enrollment period of each year for the next calendar year unless their employment status changed from employed to retired.
6. Current employees may elect to discontinue their coverage and at a later date be re-instated provided they then meet employment conditions necessary for them and their family to be covered under a health insurance plan provided by the Employer. Upon reinstatement, they

Resolution No.  
November 7, 2022

will be allowed to select from those plan options made available to them pursuant to their respective labor agreements or City Council.

7. Monthly premiums effective January 1, 2023 for the Medica plan options offered by the City shall be as follows:

Tier	Medica (new) HSA (\$3,000/\$6,000)		Medica HSA (\$2,000/\$4,000)		Medica (Co-pay plan) (\$1,500/\$3,000)	
	Mayo	Passport	Mayo	Passport	Mayo	Passport
Single	\$758.28	\$781.73	\$865.46	\$892.22	\$947.89	\$977.20
Employee + child(ren)	\$1,440.74	\$1,485.30	\$1,644.37	\$1,695.23	\$1,800.99	\$1,856.69
Employee + spouse	\$1,592.39	\$1,641.64	\$1,817.46	\$1,873.67	\$1,990.56	\$1,2052.13
Family	\$2,123.19	\$2,188.86	\$2,423.28	\$2,498.23	\$2,654.09	\$2,736.17

Passport = open access

\* Does not include a contribution to either a HRA or HSA fund.

8. The amount of premium contribution from the Employer and Employee toward the cost of family, employee + spouse, employee + child(ren) and single coverage for employed insureds is to be determined via collective bargaining labor agreements approved with representatives of the organized groups and by the City Council for positions not covered by a labor agreement.

Approved by the Austin City Council this 7<sup>th</sup> day of November 2022

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

RESOLUTION NO.

RESOLUTION ADOPTING EMPLOYER HEALTH INSURANCE PREMIUM CONTRIBUTIONS  
AND PLAN FEATURES FOR NON-BARGAINING UNIT EMPLOYEES OF THE CITY OF  
AUSTIN, MINNESOTA

WHEREAS, the City of Austin employs individuals who are not members of any collective bargaining unit; and

WHEREAS, the City Council participates in a fully insured health insurance program through the Southeast Service Cooperative (SSC);

WHEREAS, SSC establishes the monthly premium rates for the health insurance options selected by the City of Austin, which may vary from year to year; and

WHEREAS, in order to help cover the increase to the out-of-pocket maximums for the new optional plan only, the Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) of a buy-down to \$4,500 single and \$9,000 family for this optional plan for calendar year 2023; any changes to the buy-down of out-of-pocket maximums for future calendar years shall be made solely at the City's discretion.

WHEREAS, the City commits to making a contribution to the HSA/HRA account for this group of employees enrolled in a City provided HSA/HRA healthcare plan for calendar year 2023 in the amount of \$2,000 single and \$4,000 family. Said commitment is not to be construed as a negotiated term nor subject to M.S. 471.6161. This provision governs contributions for 2023 and has no impact on 2024 or any future year.

WHEREAS, the City desires to establish the employer's health insurance premium contribution for this group of employees for participation in said health insurance program.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Austin, Minnesota, that effective January 1, 2023 the contribution rates towards the monthly health insurance premiums are set with an employer contribution and cap of \$1,430.00 for family coverage; \$900.00 for employee + spouse coverage; \$800.00 for employee + child(ren) coverage and \$520.00 for single coverage per month. These contributions shall remain in full force and effect until such time as they are amended by the City Council.

Approved by the Austin City Council this 7<sup>th</sup> day of November 7, 2022

YEAS       

NAYS       

ATTEST:

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City Recorder

APPROVED:

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Mayor

**City of Austin**  
**500 4<sup>th</sup> Avenue NE**  
**Austin, MN 55912**  
**507-437-9940**  
**[www.ci.austin.mn.us](http://www.ci.austin.mn.us)**



**Tricia Wiechmann**  
**Human Resources Director**  
**507-437-9942**  
**[twiechma@ci.austin.mn.us](mailto:twiechma@ci.austin.mn.us)**

**TO:** Mayor and City Council  
**FROM:** Tricia Wiechmann, Human Resources Director  
**RE:** 2023 Health Insurance MOA's  
**DATE:** November 3, 2022

Attached for your review and consideration are Memorandum of Agreements for 2023 health insurance for all eight of our bargaining groups, for which we do not currently have mutually agreed upon labor agreements for 2023 and beyond. Although we have met to negotiate with five of the eight groups over the last several weeks, we have not yet reached agreement on health insurance and other items.

Because open enrollment occurs prior to the second Council meeting in November, we are asking Council to approve all of the health insurance MOA's now, so that if any of the eight groups would like to approve and enter into a MOA prior to the City's open enrollment process, to access the new health insurance plan option (Medica #3), we would have all of the necessary Council approved MOA's in place to accomplish this. Of course, if any of the groups do not wish to enter into an agreement and it is not necessary for the City to enter into any one of these agreements, they will be considered null and void.

Please let me know if you have any questions prior to the Council meeting, thank you for your consideration.

RESOLUTION NO.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT AMENDING THE TERMS AND  
CONDITIONS FOR EMPLOYEES WITHIN THE MINNESOTA PUBLIC EMPLOYEES ASSOCIATION  
(MNPEA) LABOR AGREEMENT

WHEREAS, the City of Austin and Minnesota Public Employees Association have entered into a contract by resolution #16075, dated June 1, 2020 outlining the terms and conditions for employees covered by this bargaining group.

WHEREAS, members of Minnesota Public Employees Association have available to them health insurance plan options as identified in Article 15, Section 15.1.

WHEREAS, Minnesota Public Employees Association desires to enter into a memorandum of agreement amending a select portion of the terms of Article 15, Section 15.1.

WHEREAS, Minnesota Public Employees Association desires to enter into a memorandum of agreement amending a select portion of the terms of Article 15, Section 15.11.

BE IT RESOLVED THAT, terms and conditions have been amended to allow for employees within Minnesota Public Employees Employees Association to participate in the new group health insurance provider/plan administrator effective January 1, 2023 and continuing until otherwise modified by joint agreement by both parties. The amended terms and conditions are as stated in the attached memorandum of agreement effective upon execution by all parties.

Approved by the Austin City Council this 7<sup>th</sup> day of November 2022

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“MOA”) is made by and between the City of Austin (“Employer”) and the Minnesota Public Employees Association representing Austin Police Department Supervisors (“Unit”).

### **Recitals**

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in an appropriate unit (“Bargaining Unit Employees”); and

WHEREAS, Employer and Unit are parties to a labor agreement (hereinafter “Labor Agreement”), effective January 1, 2020 through December 31, 2022;

WHEREAS, Employer provides group health insurance to Bargaining Unit Employees (“Group Health Insurance”);

WHEREAS, Employer intends to change Group Health Insurance providers/plan administrators, for insurance plans offered to Bargaining Unit Employees beginning January 1, 2023;

WHEREAS, Bargaining Unit Employees will experience open enrollment in November 2022, during which Bargaining Unit Employees will have the opportunity to select Group Health Insurance from options offered by Employer for calendar year 2023;

WHEREAS, Employer and Unit acknowledge that a new Labor Agreement will not be finalized and approved prior to the close of the open enrollment period, and as such, certain agreements must be established now to allow Bargaining Unit Employees a meaningful and informed basis for making coverage choices during open enrollment;

WHEREAS, the parties have reviewed the health insurance plans the Employer intends to offer Bargaining Unit Employees, in calendar year 2023, and each acknowledges and confirms that said plans are consistent with Article 15, Section 15.1 of the Labor Agreement with regards to a comparable benefit;

WHEREAS, the Employer intends to offer Bargaining Unit Employees, in calendar year 2023, an additional plan option, as allowed at the Employer’s discretion. This information is provided solely for the purpose of informing the Bargaining Unit Employees and is not considered negotiable nor subject to M.S. 471.6161, and any changes to this aspect of the health plan options for future calendar years shall be solely made at Employer’s discretion.

WHEREAS, Article 15, section 15.1 further outlines the current Employers monthly cap and contribution of One Thousand One Hundred dollars (\$1,100.00) per month towards the cost of dependent coverage and a contribution and cap of Four Hundred Twenty-five dollars (\$425.00) per month for single coverage.

WHEREAS, the Employer intends to provide more flexibility and affordability with the addition of four tier plan coverage options.

WHEREAS, in order to help cover the increase to the out-of-pocket maximums for the new optional plan, the Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) of a buy-down to \$4,500 single and \$9,000 family for this optional plan and any changes to the buy-down of out-of-pocket maximums for future calendar years shall be solely made at Employer's discretion.

WHEREAS, Article 15, section 15.11 of the Labor Agreement states, as follows:

Employees, who are able to demonstrate annually that they have health insurance coverage through another source, will be provided a monthly taxable stipend of \$215.00 to opt out of the City of Austin health insurance plans. The sum to be paid out monthly. Employees will be allowed to return to the City of Austin health insurance under annual open enrollment, but only under the plan options, which are then available to employees pursuant to the terms of this agreement.

WHEREAS, Employer and Unit agree, for the purposes of the insurance plans offered, Bargaining Unit Employees during calendar year 2023, to the terms shown below and agree that such terms are either consistent with the Labor Agreement, or constitute approved modifications of the Labor Agreement as it pertains to 2023.

### **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Unit agree as follows:

**Article 1. Creation of four tier election options.** The Employer, through the new plan provider will offer coverage options of family, employee plus one, employee plus child(ren) and single coverage.

**Article 2. Change in Employer's premium contribution and cap for 2023.** The contribution and cap, for 2023, will be One Thousand Four Hundred thirty dollars (\$1,430.00) per month towards the cost of family coverage, Nine Hundred dollars (\$900.00) for employee plus spouse coverage, Eight Hundred dollars (\$800.00) for employee plus child(ren) coverage and Five Hundred Twenty dollars (\$520.00) for single coverage, with the employee picking up the remaining balance of the plan the employee has selected.

**Article 3. Deletion of Article 15, Section 15.11 of the Labor Agreement.** Article 15, Section 15.11, shall not be applicable after December 31, 2022, and shall not be included in any new Labor Agreement established for the period commencing January 1, 2023.

**Article 4. Funding provided with the elimination of Article, Section 15.11 of the Labor Agreement.** The Employer intends to increase the HSA/HRA contribution during 2023. While

not included in the Labor Agreement, Employer commits to making a contribution to the HSA/HRA account for each Bargaining Unit Employee enrolled in an Employer provided HSA/HRA healthcare plan for calendar year 2023 in the amount of \$2,000 single and \$4,000 family. Said commitment is not to be construed as a negotiated term of a Labor Agreement nor subject to M.S. 471.6161. This Article 4 governs contributions in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Unit to any position beyond 2023. See Article 6.

**Article 5. Provision provided with the elimination of Article, Section 15.11 of the Labor Agreement.** The Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) with a buy-down amount to \$4,500 single and \$9,000 family. This Article 5 governs the buy-down amount in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Unit to any position beyond 2023. See Article 6.

**Article 6. Waiver of Bargaining.** Employer and Unit each voluntarily and unqualifiedly waive the right and each agree that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express and specific subjects or matters included in this MOA. While these subjects may be part of the negotiations pertaining to the anticipated Labor Agreement to be effective January 1, 2023, any provisions related to these subjects in such anticipated Labor Agreement will be effective no sooner than January 1, 2024.

**Article 7. Limitations.** This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

IN WITNESS HEREOF, the parties hereto have made this MOA and it will be effective on the latest date affixed to the signatures below.

FOR City of Austin

\_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

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

DATE: \_\_\_\_\_

FOR Minnesota Public Employees  
Association – Austin Police Department

\_\_\_\_\_  
Business Agent

DATE: \_\_\_\_\_

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Union Representative

DATE: \_\_\_\_\_

RESOLUTION NO.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT AMENDING THE TERMS AND  
CONDITIONS FOR EMPLOYEES WITHIN THE LAW ENFORCEMENT LABOR SERVICES (LELS),  
LOCAL 73 LABOR AGREEMENT

WHEREAS, the City of Austin and LELS, Local 73 have entered into a contract by resolution #16016, dated March 2, 2020 outlining the terms and conditions for employees covered by this bargaining group.

WHEREAS, members of LELS, Local 73 have available to them health insurance plan options as identified in Article 15, Section 15.1.

WHEREAS, LELS, Local 73 desires to enter into a memorandum of agreement amending a select portion of the terms of Article 15, Section 15.1.

WHEREAS, LELS, Local 73 desires to enter into a memorandum of agreement amending a select portion of the terms of Article 15, Section 15.11.

BE IT RESOLVED THAT, terms and conditions have been amended to allow for employees within LELS, Local 73 to participate in the new group health insurance provider/plan administrator effective January 1, 2023 and continuing until otherwise modified by joint agreement by both parties. The amended terms and conditions are as stated in the attached memorandum of agreement effective upon execution by all parties.

Approved by the Austin City Council this 7<sup>th</sup> day of November 2022

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between the City of Austin (“Employer”) and the Law Enforcement Labor Services, Inc. (LELS), Local #73, representing Austin Police Department Patrol Officers (“Union”).

### Recitals

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in an appropriate union (“Bargaining Union Employees”); and

WHEREAS, Employer and Union are parties to a labor agreement (hereinafter “Labor Agreement”), effective January 1, 2020 through December 31, 2022;

WHEREAS, Employer provides group health insurance to Bargaining Union Employees (“Group Health Insurance”);

WHEREAS, Employer intends to change Group Health Insurance providers/plan administrators, for insurance plans offered to Bargaining Union Employees beginning January 1, 2023;

WHEREAS, Bargaining Union Employees will experience open enrollment in November 2022, during which Bargaining Union Employees will have the opportunity to select Group Health Insurance from options offered by Employer for calendar year 2023;

WHEREAS, Employer and Union acknowledge that a new Labor Agreement will not be finalized and approved prior to the close of the open enrollment period, and as such, certain agreements must be established now to allow Bargaining Union Employees a meaningful and informed basis for making coverage choices during open enrollment;

WHEREAS, the parties have reviewed the health insurance plans the Employer intends to offer Bargaining Union Employees, in calendar year 2023, and each acknowledges and confirms that said plans are consistent with Article 15, Section 15.1 of the Labor Agreement with regards to a comparable benefit;

WHEREAS, the Employer intends to offer Bargaining Union Employees, in calendar year 2023, an additional plan option, as allowed at the Employer’s discretion. This information is provided solely for the purpose of informing the Bargaining Union Employees and is not considered negotiable nor subject to M.S. 471.6161, and any changes to this aspect of the health plan options for future calendar years shall be solely made at Employer’s discretion.

WHEREAS, Article 15, section 15.1 further outlines the current Employers monthly cap and contribution of One Thousand One Hundred dollars (\$1,100.00) per month towards the cost of dependent coverage and a contribution and cap of Four Hundred Twenty-five dollars (\$425.00) per month for single coverage.

WHEREAS, the Employer intends to provide more flexibility and affordability with the addition of four tier plan coverage options.

WHEREAS, in order to help cover the increase to the out-of-pocket maximums for the new optional plan, the Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) of a buy-down to \$4,500 single and \$9,000 family for this optional plan and any changes to the buy-down of out-of-pocket maximums for future calendar years shall be solely made at Employer's discretion.

WHEREAS, Article 15, section 15.11 of the Labor Agreement states, as follows:

Employees, who are able to demonstrate annually that they have health insurance coverage through another source, will be provided a monthly taxable stipend of \$215.00 to opt out of the City of Austin health insurance plans. The sum to be paid out monthly. Employees will be allowed to return to the City of Austin health insurance under annual open enrollment, but only under the plan options, which are then available to employees pursuant to the terms of this agreement.

WHEREAS, Employer and Union agree, for the purposes of the insurance plans offered, Bargaining Union Employees during calendar year 2023, to the terms shown below and agree that such terms are either consistent with the Labor Agreement, or constitute approved modifications of the Labor Agreement as it pertains to 2023.

### **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Union agree as follows:

**Article 1. Creation of four tier election options.** The Employer, through the new plan provider will offer coverage options of family, employee plus one, employee plus child(ren) and single coverage.

**Article 2. Change in Employer's premium contribution and cap for 2023.** The contribution and cap, for 2023, will be One Thousand Four Hundred thirty dollars (\$1,430.00) per month towards the cost of family coverage, Nine Hundred dollars (\$900.00) for employee plus spouse coverage, Eight Hundred dollars (\$800.00) for employee plus child(ren) coverage and Five Hundred Twenty dollars (\$520.00) for single coverage, with the employee picking up the remaining balance of the plan the employee has selected.

**Article 3. Deletion of Article 15, Section 15.11 of the Labor Agreement.** Article 15, Section 15.11, shall not be applicable after December 31, 2022, and shall not be included in any new Labor Agreement established for the period commencing January 1, 2023.

**Article 4. Funding provided with the elimination of Article, Section 15.11 of the Labor Agreement.** The Employer intends to increase the HSA/HRA contribution during 2023. While

not included in the Labor Agreement, Employer commits to making a contribution to the HSA/HRA account for each Bargaining Union Employee enrolled in an Employer provided HSA/HRA healthcare plan for calendar year 2023 in the amount of \$2,000 single and \$4,000 family. Said commitment is not to be construed as a negotiated term of a Labor Agreement nor subject to M.S. 471.6161. This Article 4 governs contributions in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Union to any position beyond 2023. See Article 6.

**Article 5. Provision provided with the elimination of Article, Section 15.11 of the Labor Agreement.** The Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) with a buy-down amount to \$4,500 single and \$9,000 family. This Article 5 governs the buy-down amount in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Union to any position beyond 2023. See Article 6.

**Article 6. Waiver of Bargaining.** Employer and Union each voluntarily and unqualifiedly waive the right and each agree that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express and specific subjects or matters included in this MOA. While these subjects may be part of the negotiations pertaining to the anticipated Labor Agreement to be effective January 1, 2023, any provisions related to these subjects in such anticipated Labor Agreement will be effective no sooner than January 1, 2024.

**Article 7. Limitations.** This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

IN WITNESS HEREOF, the parties hereto have made this MOA and it will be effective on the latest date affixed to the signatures below.

FOR City of Austin

FOR Law Enforcement Labor Services  
(LELS), Local #73

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Mayor

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Business Agent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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City Recorder

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Union Representative

DATE: \_\_\_\_\_

Union Representative

DATE: \_\_\_\_\_

RESOLUTION NO.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT AMENDING THE TERMS AND  
CONDITIONS FOR EMPLOYEES WITHIN INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF),  
LOCAL 598 LABOR AGREEMENT

WHEREAS, the City of Austin and IAFF, Local 598 have entered into a contract by resolution #16060, dated May 4, 2020 outlining the terms and conditions for employees covered by this bargaining group.

WHEREAS, members of IAFF, Local 598 have available to them health insurance plan options as identified in Article 15, Section 15.1.

WHEREAS, IAFF, Local 598 desires to enter into a memorandum of agreement amending a select portion of the terms of Article 15, Section 15.1.

WHEREAS, IAFF, Local 598 desires to enter into a memorandum of agreement amending a select portion of the terms of Article 15, Section 15.10.

BE IT RESOLVED THAT, terms and conditions have been amended to allow for employees within IAFF, Local 598 to participate in the new group health insurance provider/plan administrator effective January 1, 2023 and continuing until otherwise modified by joint agreement by both parties. The amended terms and conditions are as stated in the attached memorandum of agreement effective upon execution by all parties.

Approved by the Austin City Council this 7<sup>th</sup> day of November 2022

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“MOA”) is made by and between the City of Austin (“Employer”) and the International Association of Firefighters, Local #598 (“Unit”).

### **Recitals**

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in an appropriate unit (“Bargaining Unit Employees”); and

WHEREAS, Employer and Unit are parties to a labor agreement (hereinafter “Labor Agreement”), effective January 1, 2020 through December 31, 2022;

WHEREAS, Employer provides group health insurance to Bargaining Unit Employees (“Group Health Insurance”);

WHEREAS, Employer intends to change Group Health Insurance providers/plan administrators, for insurance plans offered to Bargaining Unit Employees beginning January 1, 2023;

WHEREAS, Bargaining Unit Employees will experience open enrollment in November 2022, during which Bargaining Unit Employees will have the opportunity to select Group Health Insurance from options offered by Employer for calendar year 2023;

WHEREAS, Employer and Unit acknowledge that a new Labor Agreement will not be finalized and approved prior to the close of the open enrollment period, and as such, certain agreements must be established now to allow Bargaining Unit Employees a meaningful and informed basis for making coverage choices during open enrollment;

WHEREAS, the parties have reviewed the health insurance plans the Employer intends to offer Bargaining Unit Employees, in calendar year 2023, and each acknowledges and confirms that said plans are consistent with Article 15, Section 15.1 of the Labor Agreement with regards to a comparable benefit;

WHEREAS, the Employer intends to offer Bargaining Unit Employees, in calendar year 2023, an additional plan option, as allowed at the Employer’s discretion. This information is provided solely for the purpose of informing the Bargaining Unit Employees and is not considered negotiable nor subject to M.S. 471.6161, and any changes to this aspect of the health plan options for future calendar years shall be solely made at Employer’s discretion.

WHEREAS, Article 15, section 15.1 further outlines the current Employers monthly cap and contribution of One Thousand One Hundred dollars (\$1,100.00) per month towards the cost of dependent coverage and a contribution and cap of Four Hundred Twenty-five dollars (\$425.00) per month for single coverage.

WHEREAS, the Employer intends to provide more flexibility and affordability with the addition of four tier plan coverage options.

WHEREAS, in order to help cover the increase to the out-of-pocket maximums for the new optional plan, the Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) of a buy-down to \$4,500 single and \$9,000 family for this optional plan and any changes to the buy-down of out-of-pocket maximums for future calendar years shall be solely made at Employer's discretion.

WHEREAS, Article 15, section 15.10 of the Labor Agreement states, as follows:

Employees, who are able to demonstrate annually that they have health insurance coverage through another source, will be provided a monthly taxable stipend of \$215.00 to opt out of the City of Austin health insurance plans. The sum to be paid out monthly. Employees will be allowed to return to the City of Austin health insurance under annual open enrollment, but only under the plan options, which are then available to employees pursuant to the terms of this agreement.

WHEREAS, Employer and Unit agree, for the purposes of the insurance plans offered, Bargaining Unit Employees during calendar year 2023, to the terms shown below and agree that such terms are either consistent with the Labor Agreement, or constitute approved modifications of the Labor Agreement as it pertains to 2023.

### **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Unit agree as follows:

**Article 1. Creation of four tier election options.** The Employer, through the new plan provider will offer coverage options of family, employee plus one, employee plus child(ren) and single coverage.

**Article 2. Change in Employer's premium contribution and cap for 2023.** The contribution and cap, for 2023, will be One Thousand Four Hundred thirty dollars (\$1,430.00) per month towards the cost of family coverage, Nine Hundred dollars (\$900.00) for employee plus spouse coverage, Eight Hundred dollars (\$800.00) for employee plus child(ren) coverage and Five Hundred Twenty dollars (\$520.00) for single coverage, with the employee picking up the remaining balance of the plan the employee has selected.

**Article 3. Deletion of Article 15, Section 15.10 of the Labor Agreement.** Article 15, Section 15.10, shall not be applicable after December 31, 2022, and shall not be included in any new Labor Agreement established for the period commencing January 1, 2023.

**Article 4. Funding provided with the elimination of Article, Section 15.10 of the Labor Agreement.** The Employer intends to increase the HSA/HRA contribution during 2023. While not included in the Labor Agreement, Employer commits to making a contribution to the

HSA/HRA account for each Bargaining Unit Employee enrolled in an Employer provided HSA/HRA healthcare plan for calendar year 2023 in the amount of \$2,000 single and \$4,000 family. Said commitment is not to be construed as a negotiated term of a Labor Agreement nor subject to M.S. 471.6161. This Article 4 governs contributions in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Unit to any position beyond 2023. See Article 6.

**Article 5. Provision provided with the elimination of Article, Section 15.10 of the Labor Agreement.** The Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) with a buy-down amount to \$4,500 single and \$9,000 family. This Article 5 governs the buy-down amount in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Unit to any position beyond 2023. See Article 6.

**Article 6. Waiver of Bargaining.** Employer and Unit each voluntarily and unqualifiedly waive the right and each agree that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express and specific subjects or matters included in this MOA. While these subjects may be part of the negotiations pertaining to the anticipated Labor Agreement to be effective January 1, 2023, any provisions related to these subjects in such anticipated Labor Agreement will be effective no sooner than January 1, 2024.

**Article 7. Limitations.** This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

IN WITNESS HEREOF, the parties hereto have made this MOA and it will be effective on the latest date affixed to the signatures below.

FOR City of Austin

\_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

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

DATE: \_\_\_\_\_

FOR International Association of  
Firefighters

\_\_\_\_\_  
President

DATE: \_\_\_\_\_

\_\_\_\_\_  
Secretary

DATE: \_\_\_\_\_

RESOLUTION NO.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT AMENDING THE TERMS AND  
CONDITIONS FOR EMPLOYEES WITHIN AUSTIN ASSOCIATES ORGANIZATION (AAO)  
LABOR AGREEMENT

WHEREAS, the City of Austin and Austin Associates Organization have entered into a contract by resolution #16063, dated May 18, 2020 outlining the terms and conditions for employees covered by this bargaining group.

WHEREAS, members of Austin Associates Organization have available to them health insurance plan options as identified in Article 12, Section 12.1.

WHEREAS, AFSCME, Local 2566 desires to enter into a memorandum of agreement amending a select portion of the terms of Article 12, Section 12.1.

WHEREAS, AEA, desires to enter into a memorandum of agreement amending a select portion of the terms of Article 12, Section 12.11.

BE IT RESOLVED THAT, terms and conditions have been amended to allow for employees within Austin Associates Organization to participate in the new group health insurance provider/plan administrator effective January 1, 2023 and continuing until otherwise modified by joint agreement by both parties. The amended terms and conditions are as stated in the attached memorandum of agreement effective upon execution by all parties.

Approved by the Austin City Council this 7<sup>th</sup> day of November 2022

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between the City of Austin (“Employer”) and the Austin Associates Organization (AAO) (“Unit”).

### Recitals

WHEREAS, the Unit is the exclusive representative for certain employees of the Employer in an appropriate unit (“Bargaining Unit Employees”); and

WHEREAS, Employer and Unit are parties to a labor agreement (hereinafter “Labor Agreement”), effective January 1, 2020 through December 31, 2022;

WHEREAS, Employer provides group health insurance to Bargaining Unit Employees (“Group Health Insurance”);

WHEREAS, Employer intends to change Group Health Insurance providers/plan administrators, for insurance plans offered to Bargaining Unit Employees beginning January 1, 2023;

WHEREAS, Bargaining Unit Employees will experience open enrollment in November 2022, during which Bargaining Unit Employees will have the opportunity to select Group Health Insurance from options offered by Employer for calendar year 2023;

WHEREAS, Employer and Unit acknowledge that a new Labor Agreement will not be finalized and approved prior to the close of the open enrollment period, and as such, certain agreements must be established now to allow Bargaining Unit Employees a meaningful and informed basis for making coverage choices during open enrollment;

WHEREAS, the parties have reviewed the health insurance plans the Employer intends to offer Bargaining Unit Employees, in calendar year 2023, and each acknowledges and confirms that said plans are consistent with Article 12, Section 12.1 of the Labor Agreement with regards to a comparable benefit;

WHEREAS, the Employer intends to offer Bargaining Unit Employees, in calendar year 2023, an additional plan option, as allowed at the Employer’s discretion. This information is provided solely for the purpose of informing the Bargaining Unit Employees and is not considered negotiable nor subject to M.S. 471.6161, and any changes to this aspect of the health plan options for future calendar years shall be solely made at Employer’s discretion.

WHEREAS, Article 12, section 12.1 further outlines the current Employers monthly cap and contribution of One Thousand One Hundred dollars (\$1,100.00) per month towards the cost of dependent coverage and a contribution and cap of Four Hundred Twenty-five dollars (\$425.00) per month for single coverage.

WHEREAS, the Employer intends to provide more flexibility and affordability with the addition of four tier plan coverage options.

WHEREAS, in order to help cover the increase to the out-of-pocket maximums for the new optional plan, the Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) of a buy-down to \$4,500 single and \$9,000 family for this optional plan and any changes to the buy-down of out-of-pocket maximums for future calendar years shall be solely made at Employer's discretion.

WHEREAS, Article 12, section 12.11 of the Labor Agreement states, as follows:

Employees, who are able to demonstrate annually that they have health insurance coverage through another source, will be provided a monthly taxable stipend of \$215.00 to opt out of the City of Austin health insurance plans. The sum to be paid out monthly. Employees will be allowed to return to the City of Austin health insurance under annual open enrollment, but only under the plan options, which are then available to employees pursuant to the terms of this agreement.

WHEREAS, Employer and Unit agree, for the purposes of the insurance plans offered, Bargaining Unit Employees during calendar year 2023, to the terms shown below and agree that such terms are either consistent with the Labor Agreement, or constitute approved modifications of the Labor Agreement as it pertains to 2023.

### **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Unit agree as follows:

**Article 1. Creation of four tier election options.** The Employer, through the new plan provider will offer coverage options of family, employee plus one, employee plus child(ren) and single coverage.

**Article 2. Change in Employer's premium contribution and cap for 2023.** The contribution and cap, for 2023, will be One Thousand Four Hundred thirty dollars (\$1,430.00) per month towards the cost of family coverage, Nine Hundred dollars (\$900.00) for employee plus spouse coverage, Eight Hundred dollars (\$800.00) for employee plus child(ren) coverage and Five Hundred Twenty dollars (\$520.00) for single coverage, with the employee picking up the remaining balance of the plan the employee has selected.

**Article 3. Deletion of Article 12, Section 12.11 of the Labor Agreement.** Article 12, Section 12.11, shall not be applicable after December 31, 2022, and shall not be included in any new Labor Agreement established for the period commencing January 1, 2023.

**Article 4. Funding provided with the elimination of Article, Section 12.11 of the Labor Agreement.** The Employer intends to increase the HSA/HRA contribution during 2023. While not included in the Labor Agreement, Employer commits to making a contribution to the

HSA/HRA account for each Bargaining Unit Employee enrolled in an Employer provided HSA/HRA healthcare plan for calendar year 2023 in the amount of \$2,000 single and \$4,000 family. Said commitment is not to be construed as a negotiated term of a Labor Agreement nor subject to M.S. 471.6161. This Article 4 governs contributions in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Unit to any position beyond 2023. See Article 6.

**Article 5. Provision provided with the elimination of Article, Section 12.11 of the Labor Agreement.** The Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) with a buy-down amount to \$4,500 single and \$9,000 family. This Article 5 governs the buy-down amount in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Unit to any position beyond 2023. See Article 6.

**Article 6. Waiver of Bargaining.** Employer and Unit each voluntarily and unqualifiedly waive the right and each agree that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express and specific subjects or matters included in this MOA. While these subjects may be part of the negotiations pertaining to the anticipated Labor Agreement to be effective January 1, 2023, any provisions related to these subjects in such anticipated Labor Agreement will be effective no sooner than January 1, 2024.

**Article 7. Limitations.** This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

IN WITNESS HEREOF, the parties hereto have made this MOA and it will be effective on the latest date affixed to the signatures below:

FOR City of Austin

\_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

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

DATE: \_\_\_\_\_

FOR Austin Associates Organization

\_\_\_\_\_  
Unit Representative

\_\_\_\_\_  
Unit Representative

\_\_\_\_\_  
Unit Representative

\_\_\_\_\_  
DATE:

RESOLUTION NO.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT AMENDING THE TERMS AND  
CONDITIONS FOR EMPLOYEES WITHIN THE AUSTIN EMPLOYEES ASSOCIATION (AEA)  
LABOR AGREEMENT

WHEREAS, the City of Austin and AEA have entered into a contract by resolution #16044, dated April 6, 2020 outlining the terms and conditions for employees covered by this bargaining group.

WHEREAS, members of AEA have available to them health insurance plan options as identified in Article 13, Section 13.1.

WHEREAS, AEA desires to enter into a memorandum of agreement amending a select portion of the terms of Article 13, Section 13.1.

WHEREAS, AEA, desires to enter into a memorandum of agreement amending a select portion of the terms of Article 13, Section 13.12.

BE IT RESOLVED THAT, terms and conditions have been amended to allow for employees within AEA to participate in the new group health insurance provider/plan administrator effective January 1, 2023 and continuing until otherwise modified by joint agreement by both parties. The amended terms and conditions are as stated in the attached memorandum of agreement effective upon execution by all parties.

Approved by the Austin City Council this 7<sup>th</sup> day of November 2022

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between the City of Austin (“Employer”) and the Austin Employees Association (AEA) (“Unit”).

### Recitals

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in an appropriate unit (“Bargaining Unit Employees”); and

WHEREAS, Employer and Unit are parties to a labor agreement (hereinafter “Labor Agreement”), effective January 1, 2020 through December 31, 2022;

WHEREAS, Employer provides group health insurance to Bargaining Unit Employees (“Group Health Insurance”);

WHEREAS, Employer intends to change Group Health Insurance providers/plan administrators, for insurance plans offered to Bargaining Unit Employees beginning January 1, 2023;

WHEREAS, Bargaining Unit Employees will experience open enrollment in November 2022, during which Bargaining Unit Employees will have the opportunity to select Group Health Insurance from options offered by Employer for calendar year 2023;

WHEREAS, Employer and Unit acknowledge that a new Labor Agreement will not be finalized and approved prior to the close of the open enrollment period, and as such, certain agreements must be established now to allow Bargaining Unit Employees a meaningful and informed basis for making coverage choices during open enrollment;

WHEREAS, the parties have reviewed the health insurance plans the Employer intends to offer Bargaining Unit Employees, in calendar year 2023, and each acknowledges and confirms that said plans are consistent with Article 13, Section 13.1 of the Labor Agreement with regards to a comparable benefit;

WHEREAS, the Employer intends to offer Bargaining Unit Employees, in calendar year 2023, an additional plan option, as allowed at the Employer’s discretion. This information is provided solely for the purpose of informing the Bargaining Unit Employees and is not considered negotiable nor subject to M.S. 471.6161, and any changes to this aspect of the health plan options for future calendar years shall be solely made at Employer’s discretion.

WHEREAS, Article 13, section 13.1 further outlines the current Employers monthly cap and contribution of One Thousand One Hundred dollars (\$1,100.00) per month towards the cost of dependent coverage and a contribution and cap of Four Hundred Twenty-five dollars (\$425.00) per month for single coverage.

WHEREAS, the Employer intends to provide more flexibility and affordability with the addition of four tier plan coverage options.

WHEREAS, in order to help cover the increase to the out-of-pocket maximums for the new optional plan, the Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) of a buy-down to \$4,500 single and \$9,000 family for this optional plan and any changes to the buy-down of out-of-pocket maximums for future calendar years shall be solely made at Employer's discretion.

WHEREAS, Article 13, section 13.12 of the Labor Agreement states, as follows:

Employees, who are able to demonstrate annually that they have health insurance coverage through another source, will be provided a monthly taxable stipend of \$215.00 to opt out of the City of Austin health insurance plans. The sum to be paid out monthly. Employees will be allowed to return to the City of Austin health insurance under annual open enrollment, but only under the plan options, which are then available to employees pursuant to the terms of this agreement.

WHEREAS, Employer and Unit agree, for the purposes of the insurance plans offered, Bargaining Unit Employees during calendar year 2023, to the terms shown below and agree that such terms are either consistent with the Labor Agreement, or constitute approved modifications of the Labor Agreement as it pertains to 2023.

### **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Unit agree as follows:

**Article 1. Creation of four tier election options.** The Employer, through the new plan provider will offer coverage options of family, employee plus one, employee plus child(ren) and single coverage.

**Article 2. Change in Employer's premium contribution and cap for 2023.** The contribution and cap, for 2023, will be One Thousand Four Hundred thirty dollars (\$1,430.00) per month towards the cost of family coverage, Nine Hundred dollars (\$900.00) for employee plus spouse coverage, Eight Hundred dollars (\$800.00) for employee plus child(ren) coverage and Five Hundred Twenty dollars (\$520.00) for single coverage, with the employee picking up the remaining balance of the plan the employee has selected.

**Article 3. Deletion of Article 13, Section 13.12 of the Labor Agreement.** Article 15, Section 15.11, shall not be applicable after December 31, 2022, and shall not be included in any new Labor Agreement established for the period commencing January 1, 2023.

**Article 4. Funding provided with the elimination of Article, Section 13.12 of the Labor Agreement.** The Employer intends to increase the HSA/HRA contribution during 2023. While not included in the Labor Agreement, Employer commits to making a contribution to the

HSA/HRA account for each Bargaining Unit Employee enrolled in an Employer provided HSA/HRA healthcare plan for calendar year 2023 in the amount of \$2,000 single and \$4,000 family. Said commitment is not to be construed as a negotiated term of a Labor Agreement nor subject to M.S. 471.6161. This Article 4 governs contributions in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Unit to any position beyond 2023. See Article 6.

**Article 5. Provision provided with the elimination of Article, Section 13.12 of the Labor Agreement.** The Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) with a buy-down amount to \$4,500 single and \$9,000 family. This Article 5 governs the buy-down amount in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Unit to any position beyond 2023. See Article 6.

**Article 6. Waiver of Bargaining.** Employer and Unit each voluntarily and unqualifiedly waive the right and each agree that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express and specific subjects or matters included in this MOA. While these subjects may be part of the negotiations pertaining to the anticipated Labor Agreement to be effective January 1, 2023, any provisions related to these subjects in such anticipated Labor Agreement will be effective no sooner than January 1, 2024.

**Article 7. Limitations.** This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

IN WITNESS HEREOF, the parties hereto have made this MOA and it will be effective on the latest date affixed to the signatures below.

FOR City of Austin

\_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

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

DATE: \_\_\_\_\_

FOR Austin Employees Association

\_\_\_\_\_  
Unit Representative

\_\_\_\_\_  
Unit Representative

\_\_\_\_\_  
Unit Representative

DATE: \_\_\_\_\_

RESOLUTION NO.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT AMENDING THE TERMS AND  
CONDITIONS FOR EMPLOYEES WITHIN UAW LOCAL 867, STREET & SEWER MAINTENANCE  
LABOR AGREEMENT

WHEREAS, the City of Austin and UAW Local 867, Street & Sewer Maintenance have entered into a contract by resolution #16153, dated November 2, 2020 outlining the terms and conditions for employees covered by this bargaining group.

WHEREAS, members of UAW Local 867, Street & Sewer Maintenance have available to them health insurance plan options as identified in Article 14, Section 14.1.

WHEREAS, UAW Local 867, Street & Sewer Maintenance desires to enter into a memorandum of agreement amending a select portion of the terms of Article 14, Section 14.1.

WHEREAS, UAW Local 867, Street & Sewer Maintenance, desires to enter into a memorandum of agreement amending a select portion of the terms of Article 14, Section 14.10.

BE IT RESOLVED THAT, terms and conditions have been amended to allow for employees within UAW Local 867, Street & Sewer Maintenance to participate in the new group health insurance provider/plan administrator effective January 1, 2023 and continuing until otherwise modified by joint agreement by both parties. The amended terms and conditions are as stated in the attached memorandum of agreement effective upon execution by all parties.

Approved by the Austin City Council this 7<sup>th</sup> day of November 2022

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between the City of Austin (“Employer”) and the UAW Local 867, Street & Sewer Maintenance (“Union”).

### Recitals

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in an appropriate union (“Bargaining Union Employees”); and

WHEREAS, Employer and Union are parties to a labor agreement (hereinafter “Labor Agreement”), effective January 1, 2020 through December 31, 2022;

WHEREAS, Employer provides group health insurance to Bargaining Union Employees (“Group Health Insurance”);

WHEREAS, Employer intends to change Group Health Insurance providers/plan administrators, for insurance plans offered to Bargaining Union Employees beginning January 1, 2023;

WHEREAS, Bargaining Union Employees will experience open enrollment in November 2022, during which Bargaining Union Employees will have the opportunity to select Group Health Insurance from options offered by Employer for calendar year 2023;

WHEREAS, Employer and Union acknowledge that a new Labor Agreement will not be finalized and approved prior to the close of the open enrollment period, and as such, certain agreements must be established now to allow Bargaining Union Employees a meaningful and informed basis for making coverage choices during open enrollment;

WHEREAS, the parties have reviewed the health insurance plans the Employer intends to offer Bargaining Union Employees, in calendar year 2023, and each acknowledges and confirms that said plans are consistent with Article 14, Section 14.1 of the Labor Agreement with regards to a comparable benefit;

WHEREAS, the Employer intends to offer Bargaining Union Employees, in calendar year 2023, an additional plan option, as allowed at the Employer’s discretion. This information is provided solely for the purpose of informing the Bargaining Union Employees and is not considered negotiable nor subject to M.S. 471.6161, and any changes to this aspect of the health plan options for future calendar years shall be solely made at Employer’s discretion.

WHEREAS, Article 14, section 14.1 further outlines the current Employers monthly cap and contribution of One Thousand One Hundred dollars (\$1,100.00) per month towards the cost of dependent coverage and a contribution and cap of Four Hundred Twenty-five dollars (\$425.00) per month for single coverage.

WHEREAS, the Employer intends to provide more flexibility and affordability with the addition of four tier plan coverage options.

WHEREAS, in order to help cover the increase to the out-of-pocket maximums for the new optional plan, the Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) of a buy-down to \$4,500 single and \$9,000 family for this optional plan and any changes to the buy-down of out-of-pocket maximums for future calendar years shall be solely made at Employer's discretion.

WHEREAS, Article 14, section 14.10 of the Labor Agreement states, as follows:

Employees, who are able to demonstrate annually that they have health insurance coverage through another source, will be provided a monthly taxable stipend of \$215.00 to opt out of the City of Austin health insurance plans. The sum to be paid out monthly. Employees will be allowed to return to the City of Austin health insurance under annual open enrollment, but only under the plan options, which are then available to employees pursuant to the terms of this agreement.

WHEREAS, Employer and Union agree, for the purposes of the insurance plans offered, Bargaining Union Employees during calendar year 2023, to the terms shown below and agree that such terms are either consistent with the Labor Agreement, or constitute approved modifications of the Labor Agreement as it pertains to 2023.

### **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Union agree as follows:

**Article 1. Creation of four tier election options.** The Employer, through the new plan provider will offer coverage options of family, employee plus one, employee plus child(ren) and single coverage.

**Article 2. Change in Employer's premium contribution and cap for 2023.** The contribution and cap, for 2023, will be One Thousand Four Hundred thirty dollars (\$1,430.00) per month towards the cost of family coverage, Nine Hundred dollars (\$900.00) for employee plus spouse coverage, Eight Hundred dollars (\$800.00) for employee plus child(ren) coverage and Five Hundred Twenty dollars (\$520.00) for single coverage, with the employee picking up the remaining balance of the plan the employee has selected.

**Article 3. Deletion of Article 14, Section 14.10 of the Labor Agreement.** Article 14, Section 14.10, shall not be applicable after December 31, 2022, and shall not be included in any new Labor Agreement established for the period commencing January 1, 2023.

**Article 4. Funding provided with the elimination of Article, Section 14.10 of the Labor Agreement.** The Employer intends to increase the HSA/HRA contribution during 2023. While not included in the Labor Agreement, Employer commits to making a contribution to the

HSA/HRA account for each Bargaining Union Employee enrolled in an Employer provided HSA/HRA healthcare plan for calendar year 2023 in the amount of \$2,000 single and \$4,000 family. Said commitment is not to be construed as a negotiated term of a Labor Agreement nor subject to M.S. 471.6161. This Article 4 governs contributions in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Union to any position beyond 2023. See Article 6.

**Article 5. Provision provided with the elimination of Article, Section 14.10 of the Labor Agreement.** The Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) with a buy-down amount to \$4,500 single and \$9,000 family. This Article 5 governs the buy-down amount in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Union to any position beyond 2023. See Article 6.

**Article 6. Waiver of Bargaining.** Employer and Union each voluntarily and unqualifiedly waive the right and each agree that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express and specific subjects or matters included in this MOA. While these subjects may be part of the negotiations pertaining to the anticipated Labor Agreement to be effective January 1, 2023, any provisions related to these subjects in such anticipated Labor Agreement will be effective no sooner than January 1, 2024.

**Article 7. Limitations.** This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

IN WITNESS HEREOF, the parties hereto have made this MOA and it will be effective on the latest date affixed to the signatures below.

FOR City of Austin

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Mayor

DATE: \_\_\_\_\_

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City Recorder

DATE: \_\_\_\_\_

FOR UAW, Local 867, Street-Sewer  
Maintenance

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Business Agent

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Union Representative

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Union Representative

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DATE:

RESOLUTION NO.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT AMENDING THE TERMS AND  
CONDITIONS FOR EMPLOYEES WITHIN UAW LOCAL 867, WASTEWATER TREATMENT PLANT  
LABOR AGREEMENT

WHEREAS, the City of Austin and UAW Local 867, Wastewater Treatment Plant have entered into a contract by resolution #16154, dated November 2, 2020 outlining the terms and conditions for employees covered by this bargaining group.

WHEREAS, members of UAW Local 867, Wastewater Treatment Plant have available to them health insurance plan options as identified in Article 14, Section 14.1.

WHEREAS, UAW Local 867, Wastewater Treatment Plant desires to enter into a memorandum of agreement amending a select portion of the terms of Article 14, Section 14.1.

WHEREAS, UAW Local 867, Wastewater Treatment Plant, desires to enter into a memorandum of agreement amending a select portion of the terms of Article 14, Section 14.10.

BE IT RESOLVED THAT, terms and conditions have been amended to allow for employees within UAW Local 867, Wastewater Treatment Plant to participate in the new group health insurance provider/plan administrator effective January 1, 2023 and continuing until otherwise modified by joint agreement by both parties. The amended terms and conditions are as stated in the attached memorandum of agreement effective upon execution by all parties.

Approved by the Austin City Council this 7<sup>th</sup> day of November 2022

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“MOA”) is made by and between the City of Austin (“Employer”) and the UAW Local 867, Wastewater Treatment Plant (“Union”).

### **Recitals**

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in an appropriate union (“Bargaining Union Employees”); and

WHEREAS, Employer and Union are parties to a labor agreement (hereinafter “Labor Agreement”), effective January 1, 2020 through December 31, 2022;

WHEREAS, Employer provides group health insurance to Bargaining Union Employees (“Group Health Insurance”);

WHEREAS, Employer intends to change Group Health Insurance providers/plan administrators, for insurance plans offered to Bargaining Union Employees beginning January 1, 2023;

WHEREAS, Bargaining Union Employees will experience open enrollment in November 2022, during which Bargaining Union Employees will have the opportunity to select Group Health Insurance from options offered by Employer for calendar year 2023;

WHEREAS, Employer and Union acknowledge that a new Labor Agreement will not be finalized and approved prior to the close of the open enrollment period, and as such, certain agreements must be established now to allow Bargaining Union Employees a meaningful and informed basis for making coverage choices during open enrollment;

WHEREAS, the parties have reviewed the health insurance plans the Employer intends to offer Bargaining Union Employees, in calendar year 2023, and each acknowledges and confirms that said plans are consistent with Article 14, Section 14.1 of the Labor Agreement with regards to a comparable benefit;

WHEREAS, the Employer intends to offer Bargaining Union Employees, in calendar year 2023, an additional plan option, as allowed at the Employer’s discretion. This information is provided solely for the purpose of informing the Bargaining Union Employees and is not considered negotiable nor subject to M.S. 471.6161, and any changes to this aspect of the health plan options for future calendar years shall be solely made at Employer’s discretion.

WHEREAS, Article 14, section 14.1 further outlines the current Employers monthly cap and contribution of One Thousand One Hundred dollars (\$1,100.00) per month towards the cost of dependent coverage and a contribution and cap of Four Hundred Twenty-five dollars (\$425.00) per month for single coverage.

WHEREAS, the Employer intends to provide more flexibility and affordability with the addition of four tier plan coverage options.

WHEREAS, in order to help cover the increase to the out-of-pocket maximums for the new optional plan, the Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) of a buy-down to \$4,500 single and \$9,000 family for this optional plan and any changes to the buy-down of out-of-pocket maximums for future calendar years shall be solely made at Employer's discretion.

WHEREAS, Article 14, section 14.10 of the Labor Agreement states, as follows:

Employees, who are able to demonstrate annually that they have health insurance coverage through another source, will be provided a monthly taxable stipend of \$215.00 to opt out of the City of Austin health insurance plans. The sum to be paid out monthly. Employees will be allowed to return to the City of Austin health insurance under annual open enrollment, but only under the plan options, which are then available to employees pursuant to the terms of this agreement.

WHEREAS, Employer and Union agree, for the purposes of the insurance plans offered, Bargaining Union Employees during calendar year 2023, to the terms shown below and agree that such terms are either consistent with the Labor Agreement, or constitute approved modifications of the Labor Agreement as it pertains to 2023.

### **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Union agree as follows:

**Article 1. Creation of four tier election options.** The Employer, through the new plan provider will offer coverage options of family, employee plus one, employee plus child(ren) and single coverage.

**Article 2. Change in Employer's premium contribution and cap for 2023.** The contribution and cap, for 2023, will be One Thousand Four Hundred thirty dollars (\$1,430.00) per month towards the cost of family coverage, Nine Hundred dollars (\$900.00) for employee plus spouse coverage, Eight Hundred dollars (\$800.00) for employee plus child(ren) coverage and Five Hundred Twenty dollars (\$520.00) for single coverage, with the employee picking up the remaining balance of the plan the employee has selected.

**Article 3. Deletion of Article 14, Section 14.10 of the Labor Agreement.** Article 14, Section 14.10, shall not be applicable after December 31, 2022, and shall not be included in any new Labor Agreement established for the period commencing January 1, 2023.

**Article 4. Funding provided with the elimination of Article, Section 14.10 of the Labor Agreement.** The Employer intends to increase the HSA/HRA contribution during 2023. While not included in the Labor Agreement, Employer commits to making a contribution to the

HSA/HRA account for each Bargaining Union Employee enrolled in an Employer provided HSA/HRA healthcare plan for calendar year 2023 in the amount of \$2,000 single and \$4,000 family. Said commitment is not to be construed as a negotiated term of a Labor Agreement nor subject to M.S. 471.6161. This Article 4 governs contributions in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Union to any position beyond 2023. See Article 6.

**Article 5. Provision provided with the elimination of Article, Section 14.10 of the Labor Agreement.** The Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) with a buy-down amount to \$4,500 single and \$9,000 family. This Article 5 governs the buy-down amount in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Union to any position beyond 2023. See Article 6.

**Article 6. Waiver of Bargaining.** Employer and Union each voluntarily and unqualifiedly waive the right and each agree that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express and specific subjects or matters included in this MOA. While these subjects may be part of the negotiations pertaining to the anticipated Labor Agreement to be effective January 1, 2023, any provisions related to these subjects in such anticipated Labor Agreement will be effective no sooner than January 1, 2024.

**Article 7. Limitations.** This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

IN WITNESS HEREOF, the parties hereto have made this MOA and it will be effective on the latest date affixed to the signatures below.

FOR City of Austin

---

Mayor

DATE: \_\_\_\_\_

---

City Recorder

DATE: \_\_\_\_\_

FOR UAW, Local 867, Wastewater Treatment Plant

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Business Agent

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Union Representative

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Union Representative

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DATE:

RESOLUTION NO.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT AMENDING THE TERMS AND CONDITIONS FOR EMPLOYEES WITHIN UAW LOCAL 867, PARKS LABOR AGREEMENT

WHEREAS, the City of Austin and UAW Local 867, Parks have entered into a contract by resolution #16155, dated November 2, 2020 outlining the terms and conditions for employees covered by this bargaining group.

WHEREAS, members of UAW Local 867, Parks have available to them health insurance plan options as identified in Article 14, Section 14.1.

WHEREAS, UAW Local 867, Parks desires to enter into a memorandum of agreement amending a select portion of the terms of Article 14, Section 14.1.

WHEREAS, UAW Local 867, Parks, desires to enter into a memorandum of agreement amending a select portion of the terms of Article 14, Section 14.9.

BE IT RESOLVED THAT, terms and conditions have been amended to allow for employees within UAW Local 867, Parks to participate in the new group health insurance provider/plan administrator effective January 1, 2023 and continuing until otherwise modified by joint agreement by both parties. The amended terms and conditions are as stated in the attached memorandum of agreement effective upon execution by all parties.

Approved by the Austin City Council this 7<sup>th</sup> day of November 2022

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between the City of Austin (“Employer”) and the UAW Local 867, Parks (“Union”).

### Recitals

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in an appropriate union (“Bargaining Union Employees”); and

WHEREAS, Employer and Union are parties to a labor agreement (hereinafter “Labor Agreement”), effective January 1, 2020 through December 31, 2022;

WHEREAS, Employer provides group health insurance to Bargaining Union Employees (“Group Health Insurance”);

WHEREAS, Employer intends to change Group Health Insurance providers/plan administrators, for insurance plans offered to Bargaining Union Employees beginning January 1, 2023;

WHEREAS, Bargaining Union Employees will experience open enrollment in November 2022, during which Bargaining Union Employees will have the opportunity to select Group Health Insurance from options offered by Employer for calendar year 2023;

WHEREAS, Employer and Union acknowledge that a new Labor Agreement will not be finalized and approved prior to the close of the open enrollment period, and as such, certain agreements must be established now to allow Bargaining Union Employees a meaningful and informed basis for making coverage choices during open enrollment;

WHEREAS, the parties have reviewed the health insurance plans the Employer intends to offer Bargaining Union Employees, in calendar year 2023, and each acknowledges and confirms that said plans are consistent with Article 14, Section 14.1 of the Labor Agreement with regards to a comparable benefit;

WHEREAS, the Employer intends to offer Bargaining Union Employees, in calendar year 2023, an additional plan option, as allowed at the Employer’s discretion. This information is provided solely for the purpose of informing the Bargaining Union Employees and is not considered negotiable nor subject to M.S. 471.6161, and any changes to this aspect of the health plan options for future calendar years shall be solely made at Employer’s discretion.

WHEREAS, Article 14, section 14.1 further outlines the current Employers monthly cap and contribution of One Thousand One Hundred dollars (\$1,100.00) per month towards the cost of dependent coverage and a contribution and cap of Four Hundred Twenty-five dollars (\$425.00) per month for single coverage.

WHEREAS, the Employer intends to provide more flexibility and affordability with the addition of four tier plan coverage options.

WHEREAS, in order to help cover the increase to the out-of-pocket maximums for the new optional plan, the Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) of a buy-down to \$4,500 single and \$9,000 family for this optional plan and any changes to the buy-down of out-of-pocket maximums for future calendar years shall be solely made at Employer's discretion.

WHEREAS, Article 14, section 14.9 of the Labor Agreement states, as follows:

Employees, who are able to demonstrate annually that they have health insurance coverage through another source, will be provided a monthly taxable stipend of \$215.00 to opt out of the City of Austin health insurance plans. The sum to be paid out monthly. Employees will be allowed to return to the City of Austin health insurance under annual open enrollment, but only under the plan options, which are then available to employees pursuant to the terms of this agreement.

WHEREAS, Employer and Union agree, for the purposes of the insurance plans offered, Bargaining Union Employees during calendar year 2023, to the terms shown below and agree that such terms are either consistent with the Labor Agreement, or constitute approved modifications of the Labor Agreement as it pertains to 2023.

### **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Union agree as follows:

**Article 1. Creation of four tier election options.** The Employer, through the new plan provider will offer coverage options of family, employee plus one, employee plus child(ren) and single coverage.

**Article 2. Change in Employer's premium contribution and cap for 2023.** The contribution and cap, for 2023, will be One Thousand Four Hundred thirty dollars (\$1,430.00) per month towards the cost of family coverage, Nine Hundred dollars (\$900.00) for employee plus spouse coverage, Eight Hundred dollars (\$800.00) for employee plus child(ren) coverage and Five Hundred Twenty dollars (\$520.00) for single coverage, with the employee picking up the remaining balance of the plan the employee has selected.

**Article 3. Deletion of Article 14, Section 14.9 of the Labor Agreement.** Article 14, Section 14.10, shall not be applicable after December 31, 2022, and shall not be included in any new Labor Agreement established for the period commencing January 1, 2023.

**Article 4. Funding provided with the elimination of Article, Section 14.9 of the Labor Agreement.** The Employer intends to increase the HSA/HRA contribution during 2023. While not included in the Labor Agreement, Employer commits to making a contribution to the

HSA/HRA account for each Bargaining Union Employee enrolled in an Employer provided HSA/HRA healthcare plan for calendar year 2023 in the amount of \$2,000 single and \$4,000 family. Said commitment is not to be construed as a negotiated term of a Labor Agreement nor subject to M.S. 471.6161. This Article 4 governs contributions in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Union to any position beyond 2023. See Article 6.

**Article 5. Provision provided with the elimination of Article, Section 14.9 of the Labor Agreement.** The Employer will provide a buy-down of both single and family out-of-pocket maximum (OPM) with a buy-down amount to \$4,500 single and \$9,000 family. This Article 5 governs the buy-down amount in 2023 and has no impact on 2024 or any future year, nor does it commit either the City or Union to any position beyond 2023. See Article 6.

**Article 6. Waiver of Bargaining.** Employer and Union each voluntarily and unqualifiedly waive the right and each agree that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express and specific subjects or matters included in this MOA. While these subjects may be part of the negotiations pertaining to the anticipated Labor Agreement to be effective January 1, 2023, any provisions related to these subjects in such anticipated Labor Agreement will be effective no sooner than January 1, 2024.

**Article 7. Limitations.** This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

IN WITNESS HEREOF, the parties hereto have made this MOA and it will be effective on the latest date affixed to the signatures below.

FOR City of Austin

---

Mayor

DATE: \_\_\_\_\_

---

City Recorder

DATE: \_\_\_\_\_

FOR UAW, Local 867, Parks

---

Business Agent

---

Union Representative

---

Union Representative

---

DATE: \_\_\_\_\_

**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**

## **Memorandum**

**To:** Mayor and City Council

**Cc:** Lawrence Johnson  
302 4<sup>th</sup> St SE, Austin, MN 55912

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

**Re:** Accumulation of Refuse and Junk  
At 302 4<sup>th</sup> St SE, Johnson Property

**Date:** November 4, 2022

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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 302 4<sup>th</sup> St SE. The property owner has been notified of this violation to the City Code Sections 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



October 10, 2022

LAWRENCE JOHNSON  
300 4<sup>TH</sup> ST SE  
AUSTIN MN 55912

RE: Zoning Violations at 302 4<sup>TH</sup> ST SE Austin, MN 55912

Dear LAWRENCE:

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 October 10, 2022 at this site and the following issues need to be resolved:

**Remove all junk/garbage from property**

The violation of Austin City Code Sections 10.14 Subd.1(B) 4 and 10.14 Subd.4-6 were found.. These City Code sections read as follows:

**City Code Section 10.14, Subd. 1(B):**

**JUNK.** All scrap metal, rags, batteries, paper, trash, rubber tires, debris, waste, wood, and/or construction materials not used in connection with a building or which is carried as inventory in an on-going construction business at a lawful place of business, dismantled vehicles, machinery and appliances or parts thereof and parts of vehicles, glass, tinware, plastic, aluminum and/or steel cans, old or discarded household goods, household furnishings or furniture, hardware or appliances. Neatly stacked firewood located so as to comply with the setback requirements as set forth in Chapter 11 and in accordance with side yard or rear yard setback requirements shall not be considered junk.

**City Code Section 10.14, Subd. 4. Notice and abatement.**

**B. Public nuisances affecting health**

5. Accumulations of manure, refuse, junk or other debris;

**D. Public nuisances affecting peace and safety.**

16. Accumulations in the open of discarded or disused machinery, household appliances, automobile bodies or other material in a manner conducive to the harboring of rats, mice, snakes or vermin; or the rank growth of vegetation among the items so accumulated, or in a manner creating fire, health or safety hazards from accumulation;

**City Code Section 10.14, Subd. 4(E-G)**

**NOTICE AND ABATEMENT.**

E. Whenever a public officer or other person charged with enforcement determines that a public nuisance is being maintained or exists on premises in the City, the City enforcement officer shall notify in writing the owner or occupant of the premises of such fact and order that such nuisance be terminated and abated.

F. The notice shall be served in person or by certified or registered mail. If the premises are not occupied and the owner is unknown, the notice may be served by posting it on the

premises. The notice shall specify the steps to be taken to abate the nuisance and the time, not exceeding ten (10) days, within which the nuisance is to be abated.

G. If an emergency exists that presents an immediate danger to citizens affecting their safety, the officer shall require immediate abatement of such nuisance. If the notice is not complied with within the time specified, the enforcing officer shall report that fact forthwith to the Council and may take such other appropriate action as may be necessary. The Council may, after notice to the owner or occupant, provide for the abating of the nuisance by the City.

**City Code Section 10.14, Subd. 5:**

**RECOVERY OF COST.** The owner of the premises on which a nuisance has been abated by the City shall be personally liable for the cost to the City of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the City Recorder shall prepare a bill for the cost and mail it to the owner. There upon, the amount shall be immediately due and payable at the Office of the City Recorder. Ownership shall be presumed to be the owner as shown on the records of the County Treasurer unless the City Recorder has reason to know that such information is not accurate, in which event, notice shall be given to such other person as the City Recorder has reason to believe is, in fact, the true owner of said premises.

**City Code Section 10.14, Subd. 6:**

**ASSESSMENT.** If the cost of abating said nuisance is not paid in full to the City Recorder before September 1, next, then on or before September 1, next, following the abatement of the nuisance, the City Recorder shall list the total unpaid charges along with other such charges, as well as other charges for current services to be assessed under Minnesota Statutes 429.101 against each separate lot or parcel to which charges are attributable. The Council may then spread the charges against such property under that statute and other pertinent statutes for certification to the County Auditor and collection along with current taxes the following year or in annual installments, not exceeding ten (10), as the Council may determine in each case.

Please resolve the City Code violations within **10 days** of the date of this letter, or the matter will be referred to the Austin City Council for corrective action. Council generally meets the first and third Mondays of every month. You will be fined a minimum of \$100, the amount varies depending on the type of violations.

Your cooperation with this matter will be greatly appreciated, and if you have any questions, please call me at my office at (507)437-9950.

Sincerely,



Brent Johnson  
Zoning Inspector



November 2, 2022  
10:41 AM

302  
4th St SE

**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**

## **Memorandum**

**To:** Mayor and City Council

**Cc:** Evergreen Ventures LLC  
326 N Franklin Ave, Ames, IA 50014

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

**Re:** Accumulation of Refuse and Junk  
At 304 4<sup>th</sup> St SE, Evergreen Ventures Property

**Date:** November 4, 2022

---

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 304 4<sup>th</sup> St SE. The property owner has been notified of this violation to the City Code Sections 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



October 10<sup>th</sup> 2022

EVERGREEN VENTURES LLC  
326 N FRANKLIN AVE  
AMES IA 50014

RE: Zoning Violations at 304 4<sup>TH</sup> ST SE, Austin, MN 55912

Dear EVERGREEN VENTURES LLC:

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 OCTOBER 10<sup>TH</sup> 2022 at this site and the following issues need to be resolved:

1. Remove all junk/garbage from property
2. Each container shall be watertight and contain all refuse which may accumulate between collections or other disposal
3. Garbage shall be collected or otherwise lawfully disposed of, at least once each week during the year

The violation of Austin City Code Sections 10.01 Subd 2,3 & 4, 10.14 Subd.1(B) 4 and 10.14 Subd.4-6 were found. These City Code sections read as follows:

**City Code Section 10.01 Subd. 2. Disposal required.** Every person shall, in a sanitary manner, store and dispose of refuse that may accumulate upon property owned or occupied by him or her in accordance with the terms of this section. Garbage shall be collected or otherwise lawfully disposed of, at least once each week during the year.

**City Code Section 10.01 Subd 3. Deposit of garbage or refuse. It is unlawful:**

D. For any person to deposit anywhere within the city any refuse in a manner that it may be carried or deposited by the elements upon any public place or any other premises within the city;

**City Code Section 10.01 Subd 4. Containers**

A. *General requirement.* Every householder, occupant or owner of any residence and any restaurant, industrial establishment or commercial establishment shall provide on the premises one or more containers to receive and contain all refuse which may accumulate between collections or other disposal. All normal accumulations of refuse shall be deposited in such containers, except that leaves, trimmings from shrubs, grass clippings, shavings, excelsior and other rubbish of similar volume and weight may be stored in closed containers not meeting the requirements of Subpar. B. Tree limbs under four inches in diameter in five-foot lengths and tied in bundles not to exceed 60 pounds, bundles of newspapers, cardboard or magazines tied securely not to exceed 60 pounds. Furniture, rugs and carpeting will be accepted by a licensed hauler if notified 24 hours in advance of regular pickup time. The following

articles will not be accepted as refuse and must be deposited at a designated demolition site: stone, sod, earth, concrete, building materials unless placed in covered garbage cans, automobile parts, except tune-up parts, inflammable liquids, tree trunk sections over four inches in diameter. Tires and white goods need not be accepted as refuse by licensed garbage haulers, but shall be disposed of at the depository as designated by the County Board.

B. *Container requirements.* Each container shall be watertight, shall be impervious to insects and rodents and shall not exceed 32 gallons in capacity, garbage containers when full shall not exceed 60 pounds in weight, when waste is collected by licensed haulers by mechanical lifting devices, the use of the container shall not exceed 90 gallons or limited, as defined by the hauler. Containers shall be maintained in good and sanitary condition. Any container not conforming to the requirements of this section or having ragged or sharp edges or any other defect likely to hamper or injure the person collecting the contents shall be promptly replaced after notice by the city. Notwithstanding the foregoing, grass clippings and leaves may be temporarily stored in bags provided by licensed garbage haulers for pick up by licensed garbage haulers or in plastic bags provided by the owner for ultimate disposal at a site designated by the Council.

C. *Placement.*

1. Garbage containers shall be placed in a driveway or open area outside of the garage or where public alley - garbage shall be placed adjacent to the alley, easily accessible for pickup to be made. Other refuse - properly bagged or bundled such as leaves, clippings or brush shall be placed by the curb of the street or by the alley for collection. Containers must be placed properly for pickup prior to 5:30 a.m. on the day of collection to insure service.
2. At the request of the garbage hauler, garbage containers may be placed on boulevard, curbside or other convenience place in front yard for collection, but the containers shall not be permitted to remain on curbside or in front yard for more than 24 consecutive hours.

**City Code Section 10.14, Subd. 1(B):**

**JUNK.** All scrap metal, rags, batteries, paper, trash, rubber tires, debris, waste, wood, and/or construction materials not used in connection with a building or which is carried as inventory in an on-going construction business at a lawful place of business, dismantled vehicles, machinery and appliances or parts thereof and parts of vehicles, glass, tinware, plastic, aluminum and/or steel cans, old or discarded household goods, household furnishings or furniture, hardware or appliances. Neatly stacked firewood located so as to comply with the setback requirements as set forth in Chapter 11 and in accordance with side yard or rear yard setback requirements shall not be considered junk.

**City Code Section 10.14, Subd. 4. Notice and abatement.**

**B. *Public nuisances affecting health***

5. Accumulations of manure, refuse junk or other debris;

**D. *Public nuisances affecting peace and safety.***

16. Accumulations in the open of discarded or disused machinery, household appliances, automobile bodies or other material in a manner conducive to the harboring of rats, mice, snakes or vermin, or the rank growth of vegetation among the items so accumulated, or in a manner creating fire, health or safety hazards from accumulation;

**City Code Section 10.14, Subd. 4(E-G)**

**NOTICE AND ABATEMENT.**

E. Whenever a public officer or other person charged with enforcement determines that a public nuisance is being maintained or exists on premises in the City, the City enforcement officer shall notify in writing the owner or occupant of the premises of such fact and order that such nuisance be terminated and abated.

F. The notice shall be served in person or by certified or registered mail. If the premises are not occupied and the owner is unknown, the notice may be served by posting it on the premises. The notice shall specify the steps to be taken to abate the nuisance and the time, not exceeding ten (10) days, within which the nuisance is to be abated.

G. If an emergency exists that presents an immediate danger to citizens affecting their safety, the officer shall require immediate abatement of such nuisance. If the notice is not complied with within the time specified, the enforcing officer shall report that fact forthwith to the Council and may take such other appropriate action as may be necessary. The Council may, after notice to the owner or occupant, provide for the abating of the nuisance by the City.

**City Code Section 10.14, Subd. 5:**

**RECOVERY OF COST.** The owner of the premises on which a nuisance has been abated by the City shall be personally liable for the cost to the City of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the City Recorder shall prepare a bill for the cost and mail it to the owner. There upon, the amount shall be immediately due and payable at the Office of the City Recorder. Ownership shall be presumed to be the owner as shown on the records of the County Treasurer unless the City Recorder has reason to know that such information is not accurate, in which event, notice shall be given to such other person as the City Recorder has reason to believe is, in fact, the true owner of said premises.

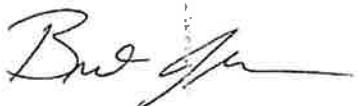
**City Code Section 10.14, Subd. 6:**

**ASSESSMENT.** If the cost of abating said nuisance is not paid in full to the City Recorder before September 1, next, then on or before September 1, next, following the abatement of the nuisance, the City Recorder shall list the total unpaid charges along with other such charges, as well as other charges for current services to be assessed under Minnesota Statutes 429.101 against each separate lot or parcel to which charges are attributable. The Council may then spread the charges against such property under that statute and other pertinent statutes for certification to the County Auditor and collection along with current taxes the following year or in annual installments, not exceeding ten (10), as the Council may determine in each case.

Please resolve the City Code violations within 10 days of the date of this letter, or the matter will be referred to the Austin City Council for corrective action. Council generally meets the first and third Mondays of every month. You will be fined a minimum of \$100, the amount varies depending on the type of violations.

Your cooperation with this matter will be greatly appreciated, and if you have any questions, please call me at my office at (507)437-9950.

Sincerely,



Brent Johnson  
Zoning Inspector



November 2, 2022  
10:40 AM

304  
4th St SE

**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:** Edgar & Francisca Carlos  
1200 3<sup>rd</sup> Ave NE, Austin, MN 55912

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

**Re:** Accumulation of Refuse and Junk  
At 1200 3<sup>rd</sup> Ave NE, Carlos Property

**Date:** November 4, 2022

---

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 1200 3<sup>rd</sup> Ave NE. The property owner has been notified of this violation to the City Code Sections 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](http://www.ci.austin.mn.us)

September 19<sup>th</sup>, 2022

Edgar Carlos & Francisca Carlos Quetzecua  
1200 3<sup>rd</sup> Ave NE  
Austin, MN 55912

RE: Zoning Violations at 1200 3<sup>rd</sup> Ave NE, Austin, MN 55912

Dear Edgar & Francisca:

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 September 19<sup>th</sup>, 2022 at this site and the following issues need to be resolved:

1. Remove all junk/garbage from property
2. Each container shall be watertight and contain all refuse which may accumulate between collections or other disposal
3. Garbage shall be collected or otherwise lawfully disposed of, at least once each week during the year

The violation of Austin City Code Sections 10.01 Subd 2,3 & 4, 10.14 Subd.1(B) 4 and 10.14 Subd.4-6 were found. These City Code sections read as follows:

**City Code Section 10.01 Subd. 2. Disposal required.** Every person shall, in a sanitary manner, store and dispose of refuse that may accumulate upon property owned or occupied by him or her in accordance with the terms of this section. Garbage shall be collected or otherwise lawfully disposed of, at least once each week during the year.

**City Code Section 10.01 Subd 3. Deposit of garbage or refuse. It is unlawful:**  
D. For any person to deposit anywhere within the city any refuse in a manner that it may be carried or deposited by the elements upon any public place or any other premises within the city;

**City Code Section 10.01 Subd 4. Containers**

- A. *General requirement.* Every householder, occupant or owner of any residence and any restaurant, industrial establishment or commercial establishment shall provide on the premises one or more containers to receive and contain all refuse which may accumulate between collections or other disposal. All normal accumulations of refuse shall be deposited in such containers, except that leaves, trimmings from shrubs, grass clippings, shavings, excelsior and other rubbish of similar volume and weight may be stored in closed containers not meeting the requirements of Subpar.
- B. Tree limbs under four inches in diameter in five-foot lengths and tied in bundles not to exceed 60 pounds, bundles of newspapers, cardboard or magazines tied securely not to exceed 60 pounds. Furniture, rugs and carpeting will be accepted by a licensed hauler if notified 24 hours in advance of regular pickup time. The following

articles will not be accepted as refuse and must be deposited at a designated demolition site: stone, sod, earth, concrete, building materials unless placed in covered garbage cans, automobile parts, except tune-up parts, inflammable liquids, tree trunk sections over four inches in diameter. Tires and white goods need not be accepted as refuse by licensed garbage haulers, but shall be disposed of at the depository as designated by the County Board.

B. *Container requirements.* Each container shall be watertight, shall be impervious to insects and rodents and shall not exceed 32 gallons in capacity, garbage containers when full shall not exceed 60 pounds in weight, when waste is collected by licensed haulers by mechanical lifting devices, the use of the container shall not exceed 90 gallons or limited, as defined by the hauler. Containers shall be maintained in good and sanitary condition. Any container not conforming to the requirements of this section or having ragged or sharp edges or any other defect likely to hamper or injure the person collecting the contents shall be promptly replaced after notice by the city. Notwithstanding the foregoing, grass clippings and leaves may be temporarily stored in bags provided by licensed garbage haulers for pick up by licensed garbage haulers or in plastic bags provided by the owner for ultimate disposal at a site designated by the Council.

C. *Placement.*

1. Garbage containers shall be placed in a driveway or open area outside of the garage or where public alley - garbage shall be placed adjacent to the alley, easily accessible for pickup to be made. Other refuse - properly bagged or bundled such as leaves, clippings or brush shall be placed by the curb of the street or by the alley for collection. Containers must be placed properly for pickup prior to 5:30 a.m. on the day of collection to insure service.

2. At the request of the garbage hauler, garbage containers may be placed on boulevard, curbside or other convenience place in front yard for collection, but the containers shall not be permitted to remain on curbside or in front yard for more than 24 consecutive hours.

**City Code Section 10.14, Subd. 1(B):**

**JUNK.** All scrap metal, rags, batteries, paper, trash, rubber tires, debris, waste, wood, and/or construction materials not used in connection with a building or which is carried as inventory in an on-going construction business at a lawful place of business, dismantled vehicles, machinery and appliances or parts thereof and parts of vehicles, glass, tinware, plastic, aluminum and/or steel cans, old or discarded household goods, household furnishings or furniture, hardware or appliances. Neatly stacked firewood located so as to comply with the setback requirements as set forth in Chapter 11 and in accordance with side yard or rear yard setback requirements shall not be considered junk.

**City Code Section 10.14, Subd. 4. *Notice and abatement.***

B. *Public nuisances affecting health*

5. Accumulations of manure, refuse junk or other debris;

D. *Public nuisances affecting peace and safety.*

16. Accumulations in the open of discarded or disused machinery, household appliances, automobile bodies or other material in a manner conducive to the harboring of rats, mice, snakes or vermin; or the rank growth of vegetation among the items so accumulated, or in a manner creating fire, health or safety hazards from accumulation;

**City Code Section 10.14, Subd. 4(E-G)**  
**NOTICE AND ABATEMENT.**

**E.** Whenever a public officer or other person charged with enforcement determines that a public nuisance is being maintained or exists on premises in the City, the City enforcement officer shall notify in writing the owner or occupant of the premises of such fact and order that such nuisance be terminated and abated.

**F.** The notice shall be served in person or by certified or registered mail. If the premises are not occupied and the owner is unknown, the notice may be served by posting it on the premises. The notice shall specify the steps to be taken to abate the nuisance and the time, not exceeding ten (10) days, within which the nuisance is to be abated.

**G.** If an emergency exists that presents an immediate danger to citizens affecting their safety, the officer shall require immediate abatement of such nuisance. If the notice is not complied with within the time specified, the enforcing officer shall report that fact forthwith to the Council and may take such other appropriate action as may be necessary. The Council may, after notice to the owner or occupant, provide for the abating of the nuisance by the City.

**City Code Section 10.14, Subd. 5:**

**RECOVERY OF COST.** The owner of the premises on which a nuisance has been abated by the City shall be personally liable for the cost to the City of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the City Recorder shall prepare a bill for the cost and mail it to the owner. There upon, the amount shall be immediately due and payable at the Office of the City Recorder. Ownership shall be presumed to be the owner as shown on the records of the County Treasurer unless the City Recorder has reason to know that such information is not accurate, in which event, notice shall be given to such other person as the City Recorder has reason to believe is, in fact, the true owner of said premises.

**City Code Section 10.14, Subd. 6:**

**ASSESSMENT.** If the cost of abating said nuisance is not paid in full to the City Recorder before September 1, next, then on or before September 1, next, following the abatement of the nuisance, the City Recorder shall list the total unpaid charges along with other such charges, as well as other charges for current services to be assessed under Minnesota Statutes 429.101 against each separate lot or parcel to which charges are attributable. The Council may then spread the charges against such property under that statute and other pertinent statutes for certification to the County Auditor and collection along with current taxes the following year or in annual installments, not exceeding ten (10), as the Council may determine in each case.

Please resolve the City Code violations within **10 days** of the date of this letter, or the matter will be referred to the Austin City Council for corrective action. Council generally meets the first and third Mondays of every month. You will be fined a minimum of \$100, the amount varies depending on the type of violations.

Your cooperation with this matter will be greatly appreciated, and if you have any questions, please call me at my office at (507)437-9950.

Sincerely,



Brent Johnson  
Zoning Inspector



November 2, 2022  
10:59 AM

1200  
3rd Ave  
NE

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:** James & Elizabeth Walker  
911 13<sup>th</sup> Ave NE, Austin, MN 55912

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

**Re:** Accumulation of Refuse and Junk  
At 911 13<sup>th</sup> Ave NE, Walker Property

**Date:** November 4, 2022

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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 911 13<sup>th</sup> Ave NE. The property owner has been notified of this violation to the City Code Sections 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



October 4, 2022

JAMES AND ELIZABETH WALKER  
911 13<sup>TH</sup> AVE NE  
AUSTIN MN 55912

RE: Zoning Violations at 911 13<sup>TH</sup> AVE NE Austin, MN 55912

Dear James and Elizabeth:

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 October 4, 2022 at this site and the following issues need to be resolved:

**Remove all junk from property**

The violation of Austin City Code Sections 10.14 Subd.1(B) 4 and 10.14 Subd.4-6 were found.. These City Code sections read as follows:

**City Code Section 10.14, Subd. 1(B):**

**JUNK.** All scrap metal, rags, batteries, paper, trash, rubber tires, debris, waste, wood, and/or construction materials not used in connection with a building or which is carried as inventory in an on-going construction business at a lawful place of business, dismantled vehicles, machinery and appliances or parts thereof and parts of vehicles, glass, tinware, plastic, aluminum and/or steel cans, old or discarded household goods, household furnishings or furniture, hardware or appliances. Neatly stacked firewood located so as to comply with the setback requirements as set forth in Chapter 11 and in accordance with side yard or rear yard setback requirements shall not be considered junk.

**City Code Section 10.14, Subd. 4. Notice and abatement.**

**B. Public nuisances affecting health**

5. Accumulations of manure, refuse, junk or other debris;

**D. Public nuisances affecting peace and safety.**

16. Accumulations in the open of discarded or disused machinery, household appliances, automobile bodies or other material in a manner conducive to the harboring of rats, mice, snakes or vermin, or the rank growth of vegetation among the items so accumulated, or in a manner creating fire, health or safety hazards from accumulation;

**City Code Section 10.14, Subd. 4(E-G)**

**NOTICE AND ABATEMENT.**

E. Whenever a public officer or other person charged with enforcement determines that a public nuisance is being maintained or exists on premises in the City, the City enforcement officer shall notify in writing the owner or occupant of the premises of such fact and order that such nuisance be terminated and abated.

F. The notice shall be served in person or by certified or registered mail. If the premises are not occupied and the owner is unknown, the notice may be served by posting it on the

premises. The notice shall specify the steps to be taken to abate the nuisance and the time, not exceeding ten (10) days, within which the nuisance is to be abated.

G. If an emergency exists that presents an immediate danger to citizens affecting their safety, the officer shall require immediate abatement of such nuisance. If the notice is not complied with within the time specified, the enforcing officer shall report that fact forthwith to the Council and may take such other appropriate action as may be necessary. The Council may, after notice to the owner or occupant, provide for the abating of the nuisance by the City.

**City Code Section 10.14, Subd. 5:**

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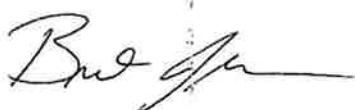
**City Code Section 10.14, Subd. 6:**

**ASSESSMENT.** If the cost of abating said nuisance is not paid in full to the City Recorder before September 1, next, then on or before September 1, next, following the abatement of the nuisance, the City Recorder shall list the total unpaid charges along with other such charges, as well as other charges for current services to be assessed under Minnesota Statutes 429.101 against each separate lot or parcel to which charges are attributable. The Council may then spread the charges against such property under that statute and other pertinent statutes for certification to the County Auditor and collection along with current taxes the following year or in annual installments, not exceeding ten (10), as the Council may determine in each case.

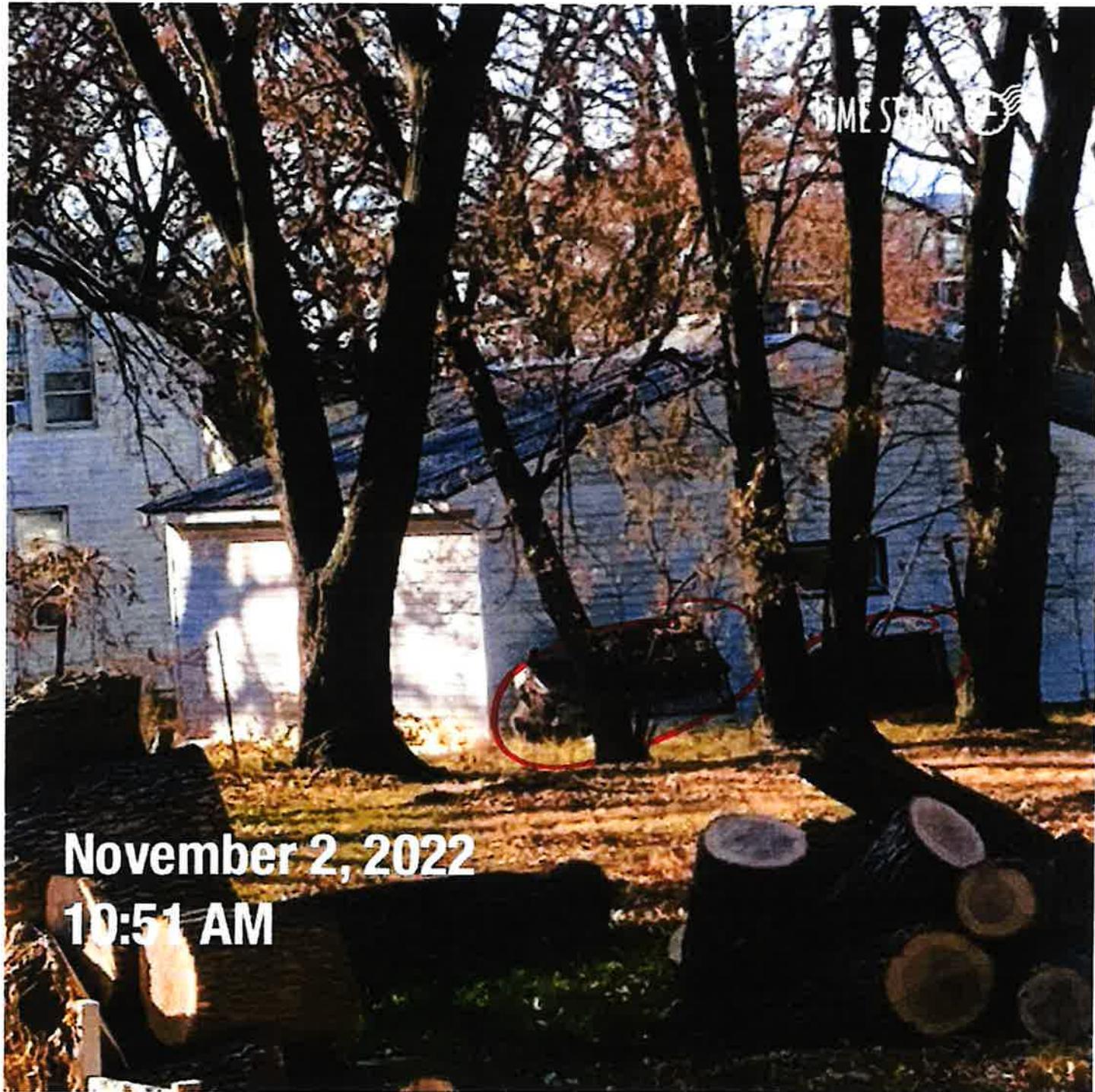
Please resolve the City Code violations within **10 days** of the date of this letter, or the matter will be referred to the Austin City Council for corrective action. Council generally meets the first and third Mondays of every month. You will be fined a minimum of \$100, the amount varies depending on the type of violations.

Your cooperation with this matter will be greatly appreciated, and if you have any questions, please call me at my office at (507)437-9950.

Sincerely,



Brent Johnson  
Zoning Inspector



November 2, 2022  
10:51 AM

911 13th  
Ave NE

TIME STAMP

L



November 2, 2022  
10:52 AM