

A G E N D A
CITY COUNCIL MEETING
MONDAY, NOVEMBER 21, 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 November 7, 2022

3. Recognitions and Awards
Retirement – Randy Overocker, Public Works

(mot) 4. *Consent Agenda

Licenses:

Catering: Green Mill Restaurant & Bar, Albert Lea
Food: Twice is Nice, 417 North Main Street

Claims:

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

PUBLIC HEARING

5. Reviewing the renewal of a currency exchange license application from Tienda Y. Taqueria Guerrero, Inc.

(res) a. Approving renewal of license.

BID AWARD

6. Receiving bids for the Riverside Arena siding project.

(res) a. Awarding bid.

PETITIONS AND REQUESTS:

(res) 7. Certifying the results of the November 8, 2022 general election.

(res) 8. Setting a public hearing for December 19, 2022 on the adoption of the 5-year Capital Improvement Plan.

(res) 9. Accepting 2023 Hormel Foundation grants.

(res) 10. Granting 2023 off-sale liquor licenses, club on-sale licenses and wine on-sale licenses.

(res) 11. Adopting the 2023 City fee schedule.

- (res) 12. Approving an ICM agreement with International Paper.
- (res) 13. Requesting feasibility reports for 2023 street projects.
- (res) 14. Approving a contract with Salix Environmental for a botanical survey.
- (res) 15. Approving a contract with Chosen Valley Testing for soil borings.
- (res) 16. Approving the 2023, 2024 and 2025 base pay system.
- (res) 17. Approving the Minnesota Public Employee Association 2023-2025 labor agreement.
- (mot) 18. Appointing Terri Stough to the Austin-Mower County Homeownership Fund, term expiring December 31, 2025.
- (mot) 19. Appointing Ed Schmitt to the Park and Recreation Board, term expiring December 31, 2026.

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator
City Council

- (mot) Adjourn to **Monday, December 5, 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. 0

M I N U T E S
CITY COUNCIL MEETING
November 7, 2022
5:30 PM
Council Chambers

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

MEMBERS ABSENT:

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, and City Clerk Ann Kasel

APPEARING IN PERSON: Austin Daily Herald,

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

Moved by Council Member , seconded by Council Member , approving the agenda. Carried.

Moved by Council Member , seconded by Council Member , approving Council minutes from October 17, 2022. Carried.

AWARDS AND RECOGNITIONS

Gail Dennisen with the Hormel Institute

CONSENT AGENDA

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

Claims:

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

Carried.

PUBLIC HEARINGS

A public hearing was held for the assessment of sanitary sewer costs. City Clerk Ann Kasel stated the three property owners on the assessment roll signed waiver agreements and were mailed notice of the hearing.

There were no public comments.

Moved by Council Member , seconded by Council Member , adopting a resolution declaring the cost of the sanitary sewer assessments.

Moved by Council Member , seconded by Council Member, adopting a resolution adopting the sanitary sewer assessment roll.

A public hearing was held for a tax abatement application from New Horizon Homes. City Administrator Craig Clark stated the builder is proposing the construction of a property valued at \$395,000. The application is in conformance with the City's tax abatement policy.

There were no public comments.

Moved by Council Member , seconded by Council Member , approving a five year tax abatement request from New Horizon Homes.

A public hearing was held for a tax abatement application from Bigelow and Lennon Construction. City Administrator Craig Clark stated the builder is proposing the construction of a property valued at \$437,000. The application is in conformance with the City's tax abatement policy.

There were no public comments.

Moved by Council Member , seconded by Council Member , approving a five year tax abatement request from Bigelow and Lennon Construction.

PETITIONS AND REQUESTS

Moved by Council Member, seconded by Council Member , adopting a resolution

Moved by Council Member, seconded by Council Member , approving two full time tree trimmer positions.

Director of Administrative Services Tom Dankert requested the Council adopt a resolution to decertify tax increment district number 11 effective December 29, 2022. He stated the tax increment financing obligations will be fulfilled by the end of 2022. He added that the Council recently approved the transfer up to \$548,465 from the district to be used for an affordable housing project.

Moved by Council Member, seconded by Council Member , adopting a resolution decertifying Tax Increment Financing (redevelopment) District No. 11.

Director of Administrative Services Tom Dankert requested a change order in the amount of \$2,405 for additional lighting in the City Hall lighting replacement project.

Moved by Council Member, seconded by Council Member , adopting a resolution approving change order number 1 to the City Hall lighting replacement project.

Moved by Council Member, seconded by Council Member , adopting a resolution accepting donations to the City of Austin.

City Administrator Craig Clark requested the Council approve a contract with Flashing Thunder Fireworks for the 2023 Freedom Fest display.

Moved by Council Member, seconded by Council Member , adopting a resolution approving a contract with Flashing Thunder Fireworks.

Public Works Director Steven Lang stated as part of the 4th Street NW bridge replacement project, approximately 250 feet of 4th Street NW will need to be replaced at the City's cost. The City desires to have that portion of 4th Street designed in conjunction with the overall project. He requested the Council approve a design services contract with SRF in the amount of \$74,283.

Moved by Council Member, seconded by Council Member , adopting a resolution approving a contract with SRF and MnDot for design services on 4th Street NW as part of the I90 corridor project.

Public Works Director Steven Lang requested the Council approve an individual control mechanism agreement with LL Parks, LLC for their strong waste discharge. The agreement would be for three years and sets forth the limitations and conditions of sanitary sewer discharge.

Moved by Council Member, seconded by Council Member , adopting a resolution approving an individual control mechanism agreement with LL Parks, LLC.

Public Works Director Steven Lang stated the City desires to participate in a Minnesota Pollution Control Agency voluntary program for per- and polyfluoroalkyl testing at the waste water treatment plant. Mr. Lang stated the MPCA will provide funding for the first two rounds of testing. He requested the Council approve a memorandum of agreement with the MPCA.

Moved by Council Member, seconded by Council Member , adopting a resolution approving a memorandum of agreement with the Minnesota Pollution Control Agency.

Library Director Julie Clinefelter requested the Council approve a contract with Armon Architecture for library construction services in the amount of \$20,500.

Moved by Council Member, seconded by Council Member , adopting a resolution approving a contract with Armon Architecture, Inc. for Library construction services.

Moved by Council Member , seconded by Council Member granting a gambling premise permit

for the Fraternal Order of the Eagles at the Windrift Lounge, LLC.

Human Resources Director Trish Wiechmann presented the three proposed health insurance plans for 2023 through the new provider Medica. Two of the plans are representative of the City's current plans as required in the labor agreements and the third plan is a new option with a lower premium and higher deductible. She requested the Council approve the plans and adopt a resolution for non-bargaining employees.

Moved by Council Member , seconded by Council Member , adopting a resolution approving 2023 City health insurance plan options.

Moved by Council Member , seconded by Council Member, adopting a resolution approving employer contributions and plans for non-bargaining unit employees.

Human Resources Director Trish Wiechmann requested the Council adopt memoranda of agreements for the right bargaining groups even though the groups have not approved them yet. This would expedite the process if the groups move forward with signatures.

Moved by Council Member, seconded by Council Member, adopting a resolution approving 2023 health insurance memorandum of agreement with Minnesota Public Employees Association (MNPEA).

Moved by Council Member, seconded by Council Member, adopting a resolution approving 2023 health insurance memorandum of agreement with Law Enforcement Labor Services (LELS).

Moved by Council Member, seconded by Council Member, adopting a resolution approving 2023 health insurance memorandum of agreement with International Association of Firefighters (IAFF).

Moved by Council Member, seconded by Council Member, adopting a resolution approving 2023 health insurance memorandum of agreement with Austin Associates Organization (AAO).

Moved by Council Member, seconded by Council Member, adopting a resolution approving 2023 health insurance memorandum of agreement with Austin Employees Association (AEA).

Moved by Council Member, seconded by Council Member, adopting a resolution approving 2023 health insurance memorandum of agreement with United Auto Workers, Local 867 – Street & Sewer.

Moved by Council Member, seconded by Council Member, adopting a resolution approving 2023 health insurance memorandum of agreement with United Auto Workers, Local 867 – Waste Water Treatment Plant.

Moved by Council Member, seconded by Council Member, adopting a resolution approving 2023 health insurance memorandum of agreement with United Auto Workers, Local 867 –

Parks.

Moved by Council Member, seconded by Council Member , granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 302 4th Street SE, Johnson Property. Carried.

Moved by Council Member, seconded by Council Member, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 304 4th Street SE, Evergreen Ventures Property. Carried.

Moved by Council Member, seconded by Council Member, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 1200 3rd Avenue NE, Carlos Property. Carried.

Moved by Council Member, seconded by Council Member, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 911 13th Avenue NE, Walker Property. Carried.

REPORTS

Moved by Council Member , seconded by Council Member, adjourning the meeting to November 21, 2022. Carried.

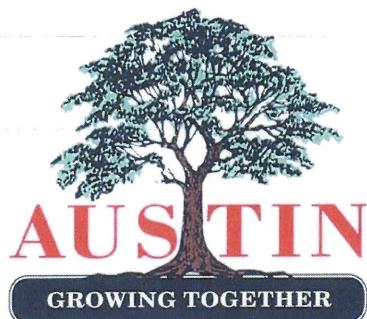
Adjourned: _____ p.m.

Approved: November 21, 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
Fax: 507-434-7197
www.ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Ann M. Kasel
Date: November 21, 2022
Subject: Hearing for Currency Exchange license renewal for Tienda Y. Taqueria Guerrero

The State of Minnesota issues currency exchange licenses and suggests cities hold public hearings for the renewals. We received the attached letter dated November 1, 2022 for the renewal of a currency exchange license for Tienda Y. Taqueria Guerrero which requires the City hold a public hearing for citizen input. The license was originally issued in 2013 and the City has not received any complaints regarding the establishment.

We would recommend the approval of the license renewal. Please let me know if you have any questions.

RESOLUTION NO.

**RESOLUTION APPROVING THE APPLICATION OF TIENDA Y TAQUERIA GERRERO, INC.
FOR A CURRENCY EXCHANGE OPERATION REGULATED BY
THE MINNESOTA DEPARTMENT OF COMMERCE**

WHEREAS, Tienda Y Taqueria Guerrero, Inc. originally submitted an application to the Minnesota Department of Commerce on May 23, 2013 for a currency exchange license; and

WHEREAS, the City of Austin approved the license on September 3, 2013; and

WHEREAS, the Minnesota Department of Commerce mailed the application for renewal the City of Austin on November 1, 2022; and

WHEREAS, pursuant to Minnesota Statute Section 53A-04 (a) states as follows:

Within 30 days after the receipt of a complete application, the commissioner shall deny the application or submit the application to the governing body of the local unit of government in which the applicant is located or is proposing to be located. The commissioner may not approve the application without the concurrence of the governing body. The governing body shall give published notice of its intention to consider the issue and shall solicit testimony from interested persons, including those in the community in which the applicant is located or is proposing to be located. If the governing body has not approved or disapproved the issue within 60 days of receipt of the application, concurrence is presumed. The commissioner must approve or disapprove the application within 30 days from receiving the decision of the governing body. The governing body shall have the sole responsibility for its decision. The state shall have no responsibility for that decision.

WHEREAS, the matter was set for a public hearing on November 21, 2022. Notice for said public hearing was published on November 9, 2022; and

NOW THEREFORE, BE IT RESOLVED, that the Austin City Council hereby approves of the renewal application submitted to the Minnesota Department of Commerce for the request of a currency exchange operation at Tienda Y Taqueria Guerrero, Inc. located at 301-D 4th Avenue NE, Austin, Minnesota.

Passed by the Austin City Council this 21st day of November, 2022

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

**Notice of Public Hearing on
Application to Operate a Currency Exchange**

Notice is hereby given that the City Council of Austin, Minnesota will hold a public hearing on Monday, November 21, 2022 at 5:30 pm in the City Hall Council Chambers, 500 4th Avenue NE, Austin, Minnesota, to consider the renewal for the operation of a currency exchange for Tienda Y Taqueria Guerrero, Inc.301-D 4th Avenue NE in Austin, Minnesota. Individuals wishing to comment on the application are invited to present their comments at the hearing.

/s/ Ann M. Kasel
City Clerk

Publish: November 9, 2022



November 1, 2022

Sent via e-mail and USPS to:

annk@ci.austin.mn.us

City of Austin
Attention: City Clerk – Ann Kasel
500 4th Avenue NE
Austin, MN 55912

RE: Currency Exchange License Renewal for 2023

Dear Ms. Kasel:

The following currency exchange licensee has applied to renew their currency exchange license to operate at:

Tienda y Taqueria Guerrero Inc
301-D 4th Avenue NE
Austin, MN 55912
NMLS #1543380

Pursuant to Minnesota Statutes Chapter 53A.04, we are notifying your office that a complete currency exchange license renewal application has been filed with the Department of Commerce. The renewal application included the names of the officers and owners of the licensee, background checks on each of the owners and officers from the Minnesota Bureau of Criminal Apprehension, a fee schedule of all fees to be charged by the currency exchange office, a \$10,000 surety bond valid through December 31, 2023, and the \$500 renewal fee. If you wish to receive a copy of the complete currency exchange license renewal application form that was filed with this office, please call Christine Dellwo at 651-539-1750 or via email at christine.dellwo@state.mn.us, and the renewal form will be emailed to you.

Minnesota Statutes Chapter 53A.04 requires the Department of Commerce to submit any application for licensure as a currency exchange to the governing body of the local unit of government in which the currency exchange business is located. The law further requires the governing body to give published notice of its intention to consider the issue and shall solicit testimony from interested persons, including those in the community in which the licensee is located. If the governing body has not approved or disapproved the issue within 60 days of receipt of the application, concurrence is presumed. The governing body shall have the sole responsibility for its decision. The state shall have no responsibility for that decision. Your cooperation in forwarding this information to the proper unit within your organization is appreciated.

Your reply must be received within 60 days of receipt of this letter. If you have any questions, please contact me at the telephone number or email listed below.

Very truly yours,

Jaime Awoyinka

Jaime Awoyinka
Financial Institutions Division
651-539-1721
Jaime.awoyinka@state.mn.us

Ann Kasel

From: Groop, Gail (COMM) <Gail.Groop@state.mn.us>
Sent: Tuesday, November 1, 2022 4:22 PM
To: Ann Kasel
Subject: Currency Exchange License Renewal for 2023 - Tienda y Taqueria Guerrero Inc
Attachments: Austin-Tienda y Taquena.pdf

Good Afternoon, Ann,

Please find the attached letter notifying your office of a currency exchange license renewal. The currency exchange renewal application has been submitted to the Minnesota Department of Commerce and is considered complete.

A hardcopy of the letter is also being submitted to your office via regular mail.

Thank you-gg

Gail Groop

SPA Licensing Analyst – Non-Depository Financial Institutions

She/Her/Hers

651-539-1593

mn.gov/commerce

Minnesota Department of Commerce

85 7th Place East, Suite 280 | Saint Paul, MN 55101



CONFIDENTIALITY NOTICE: This message is intended only for the use of the individual(s) named above. Information in this e-mail or any attachment may be confidential or otherwise protected from disclosure by state or federal law. Any unauthorized use, dissemination, or copying of this message is prohibited. If you are not the intended recipient, please refrain from reading this e-mail or any attachments and notify the sender immediately. Please destroy all copies of this communication.

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, PE
Date: November 16, 2022
Subject: Bids – Riverside Arena Siding
 Gable End & Sidewall Skirt Replacement

The City of Austin received bids for the replacement of siding on Riverside Arena on Wednesday, November 9th, 2022. Work on the project will include the following:

- **North & South Gable Ends;** shall be replaced with LP® SmartSide®, 38 Series, Cedar Texture Lap Siding – ExpertFinish, installed horizontally, total 5,808 sf.
- **East & West Side Skirt;** shall be replaced with LP® SmartSide®, 38 Series, Cedar Texture Vertical Siding – ExpertFinish, total 1,110 sf.
- **Contingency Item;** contractor shall provide a price per square foot to remove and replace $\frac{3}{4}$ " substrate as determined by inspector in the field.

The project is planned for construction in the spring or early summer of 2023. The bids are summarized below.

<u>Contractor</u>	<u>Base Bid</u>	<u>Contingency Item</u>
Equity Builders & Construction Services Inc.	\$138,750	\$25.00
Norse Valley Construction, LLC	\$325,000	\$5.00
Project Budget	\$200,000	

We would recommend awarding the project to Equity Builders & Construction Services, Inc. If you have any questions, please contact me.

RESOLUTION NO.

AWARDING BID FOR THE RIVERSIDE ARENA SIDING PROJECT

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

Riverside Arena Siding Project

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

<u>Contractor</u>	<u>Bid</u>	<u>Contingency Item</u>
Equity Builders & Construction Services	\$138,750	\$25.00
Norse Valley Construction, LLC	\$325,000	\$5.00
Project Budget	\$200,000	

AND, WHEREAS, it appears Equity Builders & Construction Services, Inc. is the lowest responsible bidder.

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

Riverside Arena Siding Project

Passed by a vote of yeas and nays this 21st day of November, 2022.

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor

City of Austin
City Clerk, Ann M. Kasel



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

Memorandum

To: Mayor & Council
From: Ann M. Kasel, City Clerk
Date: November 15, 2022
Subject: Election Results 2022

Attached is a resolution with the 2022 election results for your review and adoption. The following candidates were elected to public office:

Council Member-at-Large
Council Member First Ward
Council Member Second Ward
Council Member Third Ward
Utility Board Member
Utility Board Member

Jeff Austin
Laura Helle
Jason Baskin
Joyce Poshusta
Jeanne F. Sheehan
Steve Greenman

We would like to thank the team of election judges for their dedication to work a long day. If you have any questions, please feel free to contact me. Thank you.

RESOLUTION NO.

RELATIVE TO THE CITY ELECTION HELD ON NOVEMBER 8, 2022

WHEREAS, the City Council of the City of Austin has heretofore and by resolution provided for the City Election for the election of City Officers, and notice of said election having been published and posted as provided by the Charter and said election having been duly held on Tuesday, November 8, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Austin, that a canvass of the returns of said election as the same appear upon the face of the return, as submitted by the Election Boards of said City shows the following votes cast for the following named persons:

		<u># OF VOTES</u>
COUNCIL MEMBER AT LARGE	Jeff Austin	4172
	Oballa Oballa	3336
	Write-Ins	20
COUNCIL MEMBER FIRST WARD	Laura Helle	1134
	Rebecca Waller	935
	Write-Ins	3
COUNCIL MEMBER SECOND WARD	Jason Baskin	2516
	Watsana Thiravong	484
	Write-Ins	8
COUNCIL MEMBER THIRD WARD	Joyce Poshusta	1280
	Ronald A. Kelly	837
	Write-Ins	4
UTILITY BOARD MEMBER	Jeanne F. Sheehan	4276
	Steve Greenman	4939
	Write-Ins	32

BE IT FURTHER RESOLVED, that the following named candidates are hereby declared elected to the following named offices and the City Recorder is hereby directed to notify each of said persons of his election, and the City Recorder shall issue to said persons a Certificate of Election, showing the name of said person, the office to which elected and the term of said office. The officers declared elected are as follows:

Council Member at Large
Council Member First Ward
Council Member Second Ward
Council Member Third Ward
Utility Board Member
Utility Board Member

Jeff Austin
Laura Helle
Jason Baskin
Joyce Poshusta
Jeanne F. Sheehan
Steve Greenman

Passed by a vote of Yeas and Nays this 21st day of November, 2022.

ATTEST:

APPROVED:

City Recorder

Mayor

PCITY OF AUSTIN
STATE OF MINNESOTA

RESOLUTION NO.

RESOLUTION CALLING FOR A PUBLIC HEARING ON THE
ADOPTION OF THE 5-YEAR CAPITAL IMPROVEMENT PLAN
PURSUANT TO MINNESOTA STATUTES, SECTION 475.521

BE IT RESOLVED by the City Council of the City of Austin, Minnesota (the City), as follows:

1. Adoption of the 5-Year Capital Improvement Plan 2023-2027. A 5-Year Capital Improvement Plan 2022-2026 (the CIP) has been prepared pursuant to Minnesota Statutes, Section 475.521. The CIP covers a five-year period beginning with the date of its adoption; sets forth the estimated schedule, timing, and details of specific capital improvements by year, together with the estimated cost, the need for the improvement, and sources of revenue to pay for the improvement. The CIP must be approved by the City Council following published notice and a public hearing. Accordingly, it has been proposed that the City Council hold a public hearing, on December 19, 2022 in order to adopt the CIP.

2. Public Hearing. A public hearing is hereby scheduled to be held on the adoption of the CIP at 5:30 pm on Monday, December 19, 2022 at the Austin City Hall, 500 Fourth Avenue N.E., Austin, Minnesota. The Director of Administrative Services is hereby authorized and directed to cause notice of such public hearing to be published in the official newspaper of the City not less than fourteen (14) days nor more than twenty-eight (28) days prior to the date of the hearing.

Approved by the City Council this 21st day of November, 2022.

YEAS

NAYS

Approved:

Mayor

Attest:

City Recorder

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



Phone: 507-437-9940

www.ci.austin.mn.us

MEMO

TO: Mayor and City Council

FROM: Tom Dankert *TD*

DATE: November 16, 2022

SUBJECT: Hormel Foundation Grants approved for 2023

<U:\Word\2022\Hormel Foundation 2022\Hormel Foundation 2023 Grants approved for CC.doc>

The listing below are the grants that have been approved by The Hormel Foundation for 2023:

1. CHIP II Loan Expansion/Curb Appeal program - \$125,000 (partial funding)
2. Pedestrian Trail, ESL to Highway 218 - \$120,000
3. Business Encouragement/Enhancement Program (BEEP) - \$70,000 (partial funding)
4. Delivering the Data: Hotspot Data Plans 2023 - \$61,000
5. Jay C. Hormel Nature Center Education Programs - \$45,000
6. Fire Prevention and Education - \$5,000

Additionally, The Hormel Foundation approved an additional \$50,000 grant for the Austin Public Library to hire a Technology Coordinator for 2023 to help administer the hotspot program. This will open up an additional opportunity to get another 100+ hotspots funded from Austin Aspires!

Additionally, we were approved the following grants that benefit other City partners:

- Quality of Life - \$96,253 (this includes \$0 for Leadership Austin; \$23,000 for the 4th of July festival; \$73,253 to the Austin Artworks Center for rent and property tax reimbursement).

The only grant request that was not partially or fully funded, was the \$750,000 requested for the Farmer's Market Infrastructure Project.

We would request Council approve the above grants via resolution up front as opposed to when the funds are actually received in 2023. Additionally, in 2023 we will pass a budget amendment to include the revenues/expenses into our budgets.

We would also like to thank The Hormel Foundation for their generous grants to the City of Austin. In total we have been approved for \$572,253 (including partner grants) for 2023!

RESOLUTION NO.

ACCEPTING DONATIONS FROM HORMEL FOUNDATION

WHEREAS, the City has submitted the applications for the 2023 Hormel Foundation grant awards; and

WHEREAS, the Hormel Foundation has approved the requests as listed below:

1. CHIP II Loan Expansion / Curb Appeal program - \$125,000
2. Pedestrian Trail, ESL to Highway 218 - \$120,000
3. Business Encouragements/Enhancement Program (BEEP) - \$70,000
4. Delivering the Data: Hotspot Data Plans 2023 - \$61,000
5. Jay C. Hormel Nature Center Education Programs - \$45,000
6. Fire Prevention and Education - \$5,000

WHEREAS, the Hormel Foundation also approved an additional \$50,000 grant for a Technology Coordinator for 2023 at the Austin Public Library; and

WHEREAS, the Hormel Foundation also approved the following pass-thru grants:

Quality of Life - \$93,826 (this includes \$0 for Leadership Austin; \$23,000 for the 4th of July festival; \$73,253 to the Austin Artworks Center for rent and property tax reimbursement).

WHEREAS, according to M.S. §465.03, the City Council must accept the donations by a two-thirds majority.

NOW, THEREFORE, BE IT RESOLVED that the Austin City Council graciously accepts the Hormel Foundation grants for 2023.

Passed by a vote of yeas and nays this 21st day of November, 2022.

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor

RESOLUTION NO.**GRANTING OFF-SALE LIQUOR LICENSES, CLUB ON-SALE LICENSES, WINE /STRONG BEER
ON-SALE LICENSES, AND BREWER OFF-SALE MALT LIQUOR LICENSES**

WHEREAS, the persons hereinafter named have applied to the City Council at Austin, Minnesota, for licenses to sell off-sale hard liquor, club on-sale hard liquor, wine/strong beer on-sale and brewer off-sale malt liquor at the respective addresses listed below; and

WHEREAS, after due investigation, it appears said applicants for said licenses for sale of off-sale hard liquor, club on-sale hard liquor, wine/strong beer on-sale and brewer off-sale malt liquor licenses have complied with all the provisions of the law relative thereto and are entitled to have licenses issued to them for the addresses listed opposite their names.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Austin, Minnesota does hereby grant licenses for the sale of off-sale hard liquor, club on-sale, wine/strong beer on-sale and brewer off-sale malt liquor to the following named licenses at the following locations in Austin, Minnesota, which licenses shall expire December 31, 2023, subject, however, to approval of the Minnesota Alcohol & Gambling Enforcement Division.

OFF-SALE HARD LIQUOR LICENSES:

CARS Enterprise LLC	dba Bell Liquor Store 200 S. Main Street
Kolokithas & Sons, Inc.	dba Apollo Liquors 903 W. Oakland Avenue
RAS Enterprise LLC	dba Cheers Liquor 502 12th Avenue NW
Walmart Stores, Inc.	dba Walmart Supercenter #4257 1000 18th Avenue NW
Hy-Vee, Inc.	dba Hy-Vee Wine & Spirits 1307 18th Avenue NW, Suite B
Star Liquor of Austin, Inc.	dba Star Liquor 205 11th Street NE

CLUB ON-SALE HARD LIQUOR LICENSES

American Legion Post 91	809 12th Street SW & east parking lot
Austin Area Commission for the Arts	300 North Main Street
Austin Country Club, Inc.	1202 28th Street NE
Fraternal Order of Eagles 703	107 11th Street NE & patio on north
Veterans of Foreign Wars Post 1216	300 4th Avenue NE & owned parking lot
Hormel Historic Home, Inc.	208 4th Avenue NW

WINE ON-SALE/ STRONG BEER LICENSES

Steve's Pizza, LLC	dba Steve's Pizza 421 North Main Street
Piggy Blue's Bar-B-Que, Inc.	dba Piggy Blue's Bar-B-Que 323 North Main Street
Tienda Y Taqueria Guerrero, Inc.	dba Tienda Y Taqueria Guerrero 301-D 4th Avenue NE
George's Pizza LLC	dba George's Pizza 209 North Main Street
Everbright, Inc.	dba China Star 1906 8 th Street NW, Suite G

BREWER OFF-SALE MALT LIQUOR LICENSE

K & J Holdings, LLC	dba Angry Hog Brewery & Taproom 500 23 rd Avenue NW
Gravity Storm Brewery Cooperative	309 N. Main Street

Passed by a vote of yeas and nays this 21st day of November, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.

ESTABLISHING AND FIXING LICENSE FEES AND MISCELLANEOUS
OPERATIONAL FEES OF THE CITY OF AUSTIN FOR THE YEAR 2023

WHEREAS, pursuant to Austin City Code, Section 6.04 requires that the City Council by resolution fix and determine fee for licenses.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Austin sets the following license fees to be effective January 1, 2023:

Bowling Alley	\$ 20.00/first alley \$ 10.00/ each additional alley
Cab Company	\$ 50.00 each vehicle
Cab Driver	\$ 50.00
Commercial Hauler	\$ 50.00 each vehicle
Community Festival	\$ 100.00 per day
Edible Cannabinoid	\$1,000 NEW
Food	\$ 75.00 \$ 25.00 temporary
Garbage Hauler	\$ 50.00 each vehicle
Gas Bulk Storage	\$ 75.00
Gasoline Station	\$ 75.00
Hotel/Motel	\$ 75.00
Junk/Salvage Dealer	\$125.00
Kennel	\$125.00
Massage Establishment	\$100.00
Massage Therapist	\$100.00
Mechanical Amusement Device – Owner	\$ 15.00 per location
Mechanical Amusement Device - Premises	\$ 15.00 per device
Food/Mobile Movable Business	\$ 75.00

Pawn Shop Investigation Fees	\$100.00 sole proprietor \$200.00 partnership \$300.00 Corporation
Pawn Shop	\$100.00
Pool Tables	\$ 20.00 1st table \$ 5.00 each additional table
Right of Way Contractor	\$ 75.00
Sandwich Board sign	\$ 30.00
Food/Sidewalk Café	\$.00 \$75.00
Sign Installer	\$ 75.00
Small Vehicle Passenger Service Owner	\$ 50.00
Small Vehicle Passenger Service Driver	\$ 50.00
Special Vehicle (UTV)	\$ 30.00 \$50.00
Peddler	\$ 10.00 per day \$ 25.00 per week
Theatre	\$100.00
Cigarette Tobacco	\$ 75.00-\$150.00
Tree Service	\$ 75.00
Water Conditioning	\$ 50.00
License Investigation fees	\$ 10.00 license 30.00 Cab Company and Cab Driver 30.00 Small Veh. Owner and Driver 55.00 Massage 30.00 Peddler
License Late fees	
First 10 days overdue	10% of license fee
Second 10 days overdue	20% of license fee
Third 10 days overdue	30% of license fee
Over 30 days overdue	40% of license fee

AND, WHEREAS, the City of Austin has certain fees for miscellaneous business operations.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Austin sets the following miscellaneous business operational fees to be effective January 1, 2023, and that a copy of this resolution which sets forth the approved fees shall be on file in the office of the City Clerk.

Administrative Citations	\$300 – Building code violations \$200 – MN State Fire code violations \$100 – All other code violations Repeat violations within 24 months 25%, 50% and 100% increased, doubling after the 4 th violation to a maximum of \$2,000
Administrative Billing Fee (for nuisance type billings)	\$ 65.00-\$75.00
Air Tank Fill	\$ 15.00
Airport Hangar fees	\$.10 per sq. ft
Animal Adoption	\$ 10.00
Animal Impounding fees	\$ 20.00 - 1st time 30.00 - 2nd time 40.00 - 3rd time 50.00 - 4 th or more times 15.00 + per day boarding
Assessment Searches	\$ 25.00
Auto Extrication or Haz Mat/ Gas Line Strike	\$250.00/hour, Engine/Ladder, one-hour minimum \$125.00/hour, Rescue/Tanker, one-hour minimum \$100.00/hour, Command/Brush/Utility, one-hour minimum Duty fire personnel, one hour minimum Paged fire personnel, two hour minimum
Cat Permanent License	\$ 10.00 - Spayed/neutered \$ 25.00 - Not spayed/neutered \$ 3.00 - Replacement
Daycare/Foster care inspections	\$ 50.00
Dog Permanent License	\$ 10.00 - Spayed/neutered \$ 25.00 - Not spayed/neutered \$ 3.00 - Replacement
Copy Fees	\$.25 - one-sided .50 - two-sided .50 - 11x17 paper

		.50 – color copies
Code Book	\$ 100.00	
Code Book Supplement	\$ 15.00	
Credit Card Fee		3.5% on all charges 4.0%
False alarms (after two false alarms)	\$ 100.00	
Filing Fees		\$ 25.00 (per City Charter)
Finance Fees		1% unpaid balance per month after 30 days or a minimum of \$10.00 per month
Fire Reports	\$ 15.00	
Fire Watch		Hourly rate billed per each fire fighter
Fireworks Permit	\$ 100.00	
Flow Test	\$ 30.00	
Maps		\$ 8.00 4' x 5' (approx. size) \$ 4.00 2' x 3' (approx. size)
Media Copies		\$ 10.00 DVD
Moving Permits		\$ 160.00 Police escort (minimum), if required
Notarial Services	\$ 1.00 per document	
NSF Check Fees	\$ 40.00	
Parking Permit Fees		\$ 20.00 per month (individual marked spot) \$ 20.00 per month (rental permit) \$ 100.00 per year (designated lot)
Parking Violation		\$ 10.00 over time \$ 20.00 fire hydrant
Parking Violation – Snow Emergency	\$ 25.00	
Pawn fees electronic transactions		\$ 1.50 per billable transaction
Pawn fees manual transaction		\$ 2.50 per billable transaction
Police Officer Use Two Hour Minimum		\$100.00 per hour – Officer - NEW \$110.00 per hour – Detective - NEW

\$125.00 per hour – Supervisor - NEW

Rental Licensing Fees	\$120 Single family property \$100 + \$20 per unit Multi family property 20% of license fee for late fee \$50 reinspection fee \$500 failure to register fee
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Right-of-Way Management Fees	\$ 75.00 Registration Fee
	\$ 60.00 Excavation Permit Fee
	\$ 92.50 Hole-Spot Excavation
	\$ 0.20/lf Trenching/Directional Boring
	\$ 60.00 Lane Closure
	\$ 60.00 Overweight/Width Load
	\$ 100.00 House Moving
	\$ 60.00 Garage Moving
	\$ 30.00 Roll-off Dumpster \$0
	\$ 30.00 Permit Extension

Sanitary Sewer Cleaning Jetter/Vac Rental	\$ 450.00 1 st hour
	\$ 350.00 every hour thereafter
	\$ 125.00 disposal
	\$ 30.00 per hour additional for overtime
	\$ 200.00 per hour televising service

Sanitary Sewer Permit Fee:

Residential Equivalent Unit (REU), 1 REU = \$750.00-\$1,500.00

Residential Property	1 REU per dwelling unit
Non-residential Property	1 REU per 300 gpd or per 20 fixture units, whichever is greater
Commercial Property	1 REU per 300 gpd or per 20 fixture units, whichever is greater
Industrial Properties	Commercial criteria; and maximum daily Industrial Wastewater for process flow

Sewer Lateral Development Charge:

Gravity System	\$14,950 per connection	\$15,000
Gravity system/grinder pump combo	\$18,200 per connection	
Gravity system w/ lift station	\$14,950 per connection	\$15,000

Sewer Service Charge:

4" service \$1,000 per connection
6" service \$1,200 per connection

Sidewalk Snow Removal \$.65 per linear foot

Sidewalk Salt/Sand	\$.25 per linear foot
Sign Replacement	\$ 225.00 sign & post replacement \$250 \$ 115.00 every additional sign \$125.00
Vacant Property Registration Fee	\$120.00 per property
Vehicle forfeiture	\$ 150.00 administration fee \$ 20.00 per day storage
Waste Water Treatment Plant Disposal	\$2,500 Annual Administration \$250 Sample Collection (per round) \$57.35 Tanker (per 6000 gal.load) \$65.95 \$20.00 RV Dump Station (per visit) NEW \$ 300.00 Conditional Use Permit \$ 400.00 Platting(plus \$25.00 per lot) \$ 300.00 Rezoning \$ 300.00 Variance \$ 125.00 Fence Appeal \$150.00 \$ 125.00 Sign Appeal \$150.00 \$ 225.00 Interim Use Permit (1-2 years) \$ 300.00 Interim Use Permit (3-5 years)
Zoning fees	\$ 30.00 Residential \$100.00 Commercial \$ 50.00 Rush Fee (2 days)
Zoning Compliance Letters	

Passed by a vote of yeas and nays this 21st 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 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: November 14, 2022
Subject: Individual Control Mechanism
 International Paper

International Paper owns and operates a paper and packaging products plant located adjacent to the NE Industrial Park at 1900-8th Drive 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:

- Flow (quantity of water discharged)
- CBOD (strength of the discharged water)
- TSS (suspended solids)
- TKN (nitrogen)
- pH

City staff tests the effluent from the business to ensure that it is complying with the limits set in the ICM agreement. The business is then assessed strong waste charges for strengths that are greater than normal household waste, 200 mg/L.

The attached three-year ICM agreement, with an expiration date of December 31st, 2025, is consistent with the previous agreements. We would recommend approval of the ICM agreement. If you have any questions, please feel free to contract me.

**INDIVIDUAL CONTROL MECHANISM (ICM)
BETWEEN
THE CITY OF AUSTIN
AND
INTERNATIONAL PAPER**

The City of Austin (the City) operates a wastewater treatment plant that serves the businesses and citizens located within the City of Austin. International Paper operates a manufacturing facility located in Austin that proposes to discharge approximately 20,000 gallons per day of wastewater.

International Paper: A box producer/printing company located at 1900-8th Drive NE, Austin, MN. International Paper does not have any means of pretreatment

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 Daily²</u>	<u>Maximum Monthly³</u>	<u>Min. Max.</u>
Flow ¹ :	20,000 gpd	25,000 gpd	
CBOD:	100 lbs/day	167 lbs/day	
TSS ⁵ :	500 lbs/day	834 lbs/day	
TKN ⁶ :	100 lbs/day	167 lbs/day	
pH			6.0 – 11.0

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

manhole between the factory and the city sewer main. 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. The Permittee will be responsible to have the flow meter at the monitoring sampling site. The flow meter is to be calibrated two times per year by a third party. Flow meter certification shall be provided to the City of Austin's pretreatment advisor following each calibration. Flows will be read by city staff on a weekly basis. It is the owner's responsibility to maintain the meter in accurate operating condition. When flow meter is not working, flow will be based on Austin Utilities public water meter readings.
5. As provided in the ordinance, duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter International Paper 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 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.
14. 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.
15. This agreement expires on December 31st, 2025 and is subject to be re-opened at the request of either party.

Agreed to:

City of Austin, Minnesota

International Paper

By: _____
Steve King
Mayor

By: _____
Felipe Juarez

Date: _____

Date: 11/08/22

By: _____
Tom Dankert
City Recorder

Date: _____

RESOLUTION NO.

**RESOLUTION AUTHORIZING INDIVIDUAL CONTROL MECHANISM AGREEMENT
BETWEEN THE CITY OF AUSTIN AND INTERNATIONAL PAPER**

WHEREAS, an agreement has been reached with International Paper 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 21st 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 Engineer/P.W. Director
507-437-9950
Fax 507-437-7101
slang@ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Mitch Wenum, PE
Date: November 16, 2022
Subject: 2023 Construction Projects, Request for Feasibility Reports

In preparation for 2023 construction projects, we have prepared a timeline to meet the critical dates required of the assessment process. The initial step in the process is for Council to request feasibility reports. The projects that will be involved with this schedule are those listed below:

Project	Project #
1) 5 th Avenue NW, 6 th Avenue NW & 20 th Street NW	18105
a. 5 th Avenue NW – 20 th St to 22 nd St NW	
b. 6 th Avenue NW – 22 nd St NW to Dead End	
c. 20 th Street NW – 4 th Ave to Dead End	
2) 1 st Street NW	23101
a. 1 st Street NW – Oakland Ave W to 1 st Drive NW	
3) 2 nd Street SW, 10 th Avenue SW & 11 th Avenue SW	23102
a. 2 nd Street SW – 10 th Ave to 12 th Ave SW	
b. 10 th Avenue SW – 2 nd Dr to 4 th St SW	
c. 11 th Avenue SW – 2 nd Drive to 4 th St SW	
4) 7 th Avenue NE & 19 th Drive NE	23103
a. 7 th Ave NE – 19 th Dr to 21 st St NE	
b. 19 th Dr NE – 6 th Ave to 7 th Ave NE	
5) 8 th Street NE & Institute Lift Station Construction	23104 & 23201
a. 8 th St NE – 16 th Ave to 18 th Ave NE	
b. Lift Station Construction at 16 th Ave & 8 th St NE	
6) Hormel Drive Mill & Overlay	23105
a. Hormel Drive – 4 th St to 8 th St NE	
7) 21 st Street SW & 22 nd Street SW Mill & Overlay	23106
a. 21 st Street SW – 22 nd St to 3rd Ave SW	
b. 22 nd Street SW – Oakland Ave W to 3rd Ave SW	

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

RESOLUTION NO.

RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENTS

WHEREAS, it is proposed to make the following improvements:

	<u>Project #</u>
1) 5th Avenue NW, 6th Avenue NW & 20th Street NW	18105
a. 5th Avenue NW – 20th St to 22nd St NW	
b. 6th Avenue NW – 22nd St NW to Dead End	
c. 20th Street NW – 4th Ave to Dead End	
2) 1st Street NW	23101
a. 1st Street NW – Oakland Ave W to 1st Drive NW	
3) 2nd Street SW, 10th Avenue SW & 11th Avenue SW	23102
a. 2nd Street SW – 10th Ave to 12th Ave SW	
b. 10th Avenue SW – 2nd Dr to 4th St SW	
c. 11th Avenue SW – 2nd Drive to 4th St SW	
4) 7th Avenue NE & 19th Drive NE	23103
a. 7th Ave NE – 19th Dr to 21st St NE	
b. 19th Dr NE – 6th Ave to 7th Ave NE	
5) 8th Street NE & Institute Lift Station Construction	23104 & 23201
a. 8th St NE – 16th Ave to 18th Ave NE	
b. Lift Station Construction at 16th Ave & 8th St NE	
6) Hormel Drive Mill & Overlay	23105
a. Hormel Drive – 4th St to 8th St NE	
7) 21st Street SW & 22nd Street SW Mill & Overlay	23106
a. 21st Street SW – 22nd St to 3rd Ave SW	
b. 22nd Street SW – Oakland Ave W to 3rd Ave SW	

and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Section 429.001 to 429.111 (Laws 1953), Chapter 398, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AUSTIN, MINNESOTA, that the proposed improvements were referred to Steven Lang, City Engineer, to study and that he is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are feasible and as to whether they should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvements as recommended.

Passed by a vote of yeas and nays this 21st day of November, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: November 16, 2022
Subject: Cedar River Siphons, CP 21202
 Botanical Survey

The City previously hired WHKS & Co. to perform a siphon hydraulic analysis and to develop plans & specifications to replace the existing siphon crossing under the Cedar River in Driesner Park. As part of the permitting process, the DNR has required a Botanical Survey to determine the presence of any state-listed Endangered, Threatened or Special Concern (ETSC) plant species within a one-mile radius of the project. There are a limited number of consultants certified by the DNR to complete this type of survey, so we have reached out to Salix Environmental for a proposal. Salix has provided a proposal in the amount of \$5,000 to complete the following:



1. Provide a work plan for DNR to review and approve
2. Conduct field surveys following the approved work plan.
3. Prepare a report documenting the methods and results of the field survey and providing all relevant data and information on the target and other ETSC species found in the project area. Provide follow-up on DNR comments on the report findings.

We would recommend approving Salix Environmental to complete this work. If you have any questions, please contact me.

RESOLUTION NO.

APPROVING A CONTRACT FOR A BOTANICAL SURVEY

WHEREAS, the City of Austin desires to replace the Cedar River Siphons and as part of the process the DNR requires a botanical survey; and

WHEREAS, the botanical survey will identify the presence of any state-listed endangered, threatened or special concern plant species within a one-mile radius of the project; and

WHEREAS, Salix Environmental has provided a quote in the amount of \$5,000 for these services; and

WHEREAS, the Engineering Department recommends extending the contract to Salix Environmental.

NOW THEREFORE, BE IT RESOLVED, that the Austin City Council approves the agreement for contract with Salix Environmental, in the amount of \$5,000 and authorizes the Mayor and City Recorder to execute all contract documents.

Passed by a vote of yeas and nays this 21st day of November, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

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



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

Memorandum

To: Mayor & Council
From: Mitch Wenum, PE
Date: November 17, 2022
Subject: Proposals – Soil Borings

The City of Austin requested proposals from three consultants to perform soil borings in 21 locations and provide geotechnical reports on their findings. The geotechnical reports will provide the engineering department information regarding the soil conditions for 2023 construction projects. The information in the reports will help us properly design new pavement sections, utility trenches and understand the groundwater table. The reports will also help contractors better understand soil conditions and more accurately bid projects.

Contractor	Total Bid Amount
Chosen Valley Testing, Inc.	\$14,892.00
Braun Intertec	\$28,265.00
American Engineering Testing	No Proposal Provided

The project will be funded using Local Fund 49. We would recommend awarding the project to Chosen Valley Testing, Inc. If you have any questions, please contact me.

Fund 49 – Capital Improvement Fund \$ 14,892.00

RESOLUTION NO.

APPROVING A CONTRACT FOR SOIL BORINGS

WHEREAS, the City of Austin solicited proposals for soil borings at 21 locations and geotechnical reporting on the findings; and

WHEREAS, the reports will provide soil condition information for the 2023 street construction projects; and

WHEREAS, Chosen Valley Testing, Inc. has provided a quote in the amount of \$14,892 for these services; and

WHEREAS, the Engineering Department recommends extending the contract to Chosen Valley Testing, Inc.

NOW THEREFORE, BE IT RESOLVED, that the Austin City Council approves the agreement for contract with Chosen Valley Testing, Inc. in the amount of \$14,892 and authorizes the Mayor and City Recorder to execute all contract documents.

Passed by a vote of yeas and nays this 21st day of November, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin
500 4th Avenue NE
Austin, MN 55912
507-437-9940
www.ci.austin.mn.us



Tricia Wiechmann
Human Resources Director
507-437-9942
Fax: 507-434-7197
twiechma@ci.austin.mn.us

MEMORANDUM

TO: Mayor and City Council

FROM: Tricia Wiechmann
Human Resources Director

RE: 2023, 2024 and 2025 Base Pay System (BPS) Approval

DATE: November 16, 2022

In March 2020, the Council approved the implementation of the City's revised classification and compensation plan, ultimately resulting in the City's new Base Pay System (BPS). Our current BPS has wage rates established through December 31, 2022.

The City, through the labor negotiation process, has reached an agreement with Minnesota Public Employees Association (MNPEA); a bargaining group representing our police supervisor employees. The BPS extension and negotiated increases are some of the items included in the mutually agreed upon terms of the 2023 – 2025 MNPEA labor agreement.

The attached 2023, 2024 and 2025 BPS, represents negotiated wage increases of 4% for 2023, 3% for 2024 and 3% for 2025. The approval of the 2023, 2024 and 2025 BPS, also covers non-bargaining unit employees. The City will continue negotiations with all other bargaining groups, and will use the approved 2023-2025 BPS as a foundation for the City's wage proposals.

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

2023 BPS - Step System

Job Evaluation Point Range		Grade	Pay Range						
			Step 1 Start	Step 2 6 mos.	Step 3 12 mos.	Step 4 24 mos.	Step 5 36 mos.	Step 6 48 mos.	Step 7 60 mos.
Min	Max	1-36	70.00%	75.00%	80.00%	85.00%	90.00%	95.00%	100.00%
150	163	1	\$20.50	\$21.97	\$23.43	\$24.90	\$26.36	\$27.83	\$ 29.29
164	178	2	\$21.11	\$22.62	\$24.13	\$25.64	\$27.14	\$28.65	\$ 30.16
179	193	3	\$21.75	\$23.30	\$24.86	\$26.41	\$27.96	\$29.52	\$ 31.07
194	209	4	\$22.40	\$24.00	\$25.60	\$27.20	\$28.80	\$30.40	\$ 32.00
210	225	5	\$23.07	\$24.72	\$26.37	\$28.02	\$29.66	\$31.31	\$ 32.96
226	241	6	\$23.77	\$25.46	\$27.16	\$28.86	\$30.56	\$32.25	\$ 33.95
242	258	7	\$24.48	\$26.23	\$27.98	\$29.73	\$31.47	\$33.22	\$ 34.97
259	276	8	\$25.21	\$27.02	\$28.82	\$30.62	\$32.42	\$34.22	\$ 36.02
277	294	9	\$25.97	\$27.83	\$29.68	\$31.54	\$33.39	\$35.25	\$ 37.10
295	313	10	\$26.75	\$28.66	\$30.57	\$32.48	\$34.39	\$36.30	\$ 38.21
314	332	11	\$27.55	\$29.52	\$31.49	\$33.46	\$35.42	\$37.39	\$ 39.36
333	352	12	\$28.38	\$30.41	\$32.43	\$34.46	\$36.49	\$38.51	\$ 40.54
353	372	13	\$29.23	\$31.31	\$33.40	\$35.49	\$37.58	\$39.66	\$ 41.75
373	393	14	\$30.11	\$32.26	\$34.41	\$36.56	\$38.71	\$40.86	\$ 43.01
394	415	15	\$31.01	\$33.23	\$35.44	\$37.66	\$39.87	\$42.09	\$ 44.30
416	437	16	\$31.94	\$34.22	\$36.50	\$38.79	\$41.07	\$43.35	\$ 45.63
438	460	17	\$32.89	\$35.24	\$37.59	\$39.94	\$42.29	\$44.64	\$ 46.99
461	484	18	\$33.88	\$36.30	\$38.72	\$41.14	\$43.56	\$45.98	\$ 48.40
485	508	19	\$34.90	\$37.40	\$39.89	\$42.38	\$44.87	\$47.37	\$ 49.86
509	533	20	\$35.95	\$38.51	\$41.08	\$43.65	\$46.22	\$48.78	\$ 51.35
534	559	21	\$37.02	\$39.67	\$42.31	\$44.96	\$47.60	\$50.25	\$ 52.89
560	585	22	\$38.14	\$40.86	\$43.58	\$46.31	\$49.03	\$51.76	\$ 54.48
586	613	23	\$39.28	\$42.08	\$44.89	\$47.69	\$50.50	\$53.30	\$ 56.11
614	641	24	\$40.46	\$43.35	\$46.24	\$49.13	\$52.02	\$54.91	\$ 57.80
642	670	25	\$41.67	\$44.65	\$47.62	\$50.60	\$53.58	\$56.55	\$ 59.53
671	700	26	\$42.92	\$45.99	\$49.06	\$52.12	\$55.19	\$58.25	\$ 61.32
701	731	27	\$44.21	\$47.37	\$50.53	\$53.69	\$56.84	\$60.00	\$ 63.16
732	763	28	\$45.54	\$48.79	\$52.04	\$55.29	\$58.55	\$61.80	\$ 65.05
764	795	29	\$46.90	\$50.25	\$53.60	\$56.95	\$60.30	\$63.65	\$ 67.00
796	829	30	\$48.31	\$51.76	\$55.21	\$58.66	\$62.11	\$65.56	\$ 69.01
830	864	31	\$49.76	\$53.31	\$56.86	\$60.42	\$63.97	\$67.53	\$ 71.08
865	899	32	\$51.25	\$54.91	\$58.57	\$62.23	\$65.89	\$69.55	\$ 73.21
900	936	33	\$52.79	\$56.56	\$60.33	\$64.10	\$67.87	\$71.64	\$ 75.41
937	974	34	\$54.37	\$58.25	\$62.14	\$66.02	\$69.90	\$73.79	\$ 77.67
975	1013	35	\$56.00	\$60.00	\$64.00	\$68.00	\$72.00	\$76.00	\$ 80.00
1014	1054	36	\$57.68	\$61.80	\$65.92	\$70.04	\$74.16	\$78.28	\$ 82.40

Notes:

- Employees starting in a position may be placed on any step at the discretion of the City Administrator.
- Employees promoted to a position that is in a higher pay grade, will be placed on a step that is at least equivalent to, but not less than, their base wage before they were promoted.
- No step increases will be awarded under this structure after December 31, 2023.

2024 BPS - Step System

Job Evaluation Point Range	Grade	Pay Range							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
		Start	6 mos.	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.	
Min	Max	1-36	70.00%	75.00%	80.00%	85.00%	90.00%	95.00%	100.00%
150	163	1	\$21.12	\$22.63	\$24.14	\$25.64	\$27.15	\$28.66	\$30.17
164	178	2	\$21.75	\$23.30	\$24.86	\$26.41	\$27.96	\$29.52	\$31.07
179	193	3	\$22.40	\$24.00	\$25.60	\$27.20	\$28.80	\$30.40	\$32.00
194	209	4	\$23.07	\$24.72	\$26.37	\$28.02	\$29.66	\$31.31	\$32.96
210	225	5	\$23.76	\$25.46	\$27.16	\$28.86	\$30.55	\$32.25	\$33.95
226	241	6	\$24.48	\$26.23	\$27.98	\$29.72	\$31.47	\$33.22	\$34.97
242	258	7	\$25.21	\$27.01	\$28.82	\$29.73	\$32.42	\$34.22	\$36.02
259	276	8	\$25.97	\$27.83	\$29.68	\$31.54	\$33.39	\$35.25	\$37.10
277	294	9	\$26.75	\$28.66	\$30.57	\$32.48	\$34.39	\$36.30	\$38.21
295	313	10	\$27.55	\$29.52	\$31.49	\$33.45	\$35.42	\$37.39	\$39.36
314	332	11	\$28.38	\$30.41	\$32.43	\$34.46	\$36.49	\$38.51	\$40.54
333	352	12	\$29.23	\$31.32	\$33.41	\$35.49	\$37.58	\$39.67	\$41.76
353	372	13	\$30.10	\$32.25	\$34.40	\$36.55	\$38.70	\$40.85	\$43.00
373	393	14	\$31.01	\$33.23	\$35.44	\$37.66	\$39.87	\$42.09	\$44.30
394	415	15	\$31.94	\$34.22	\$36.50	\$38.79	\$41.07	\$43.35	\$45.63
416	437	16	\$32.90	\$35.25	\$37.60	\$39.95	\$42.30	\$44.65	\$47.00
438	460	17	\$33.88	\$36.30	\$38.72	\$41.14	\$43.56	\$45.98	\$48.40
461	484	18	\$34.90	\$37.39	\$39.88	\$42.37	\$44.87	\$47.36	\$49.85
485	508	19	\$35.95	\$38.52	\$41.09	\$43.65	\$46.22	\$48.79	\$51.36
509	533	20	\$37.02	\$39.67	\$42.31	\$44.96	\$47.60	\$50.25	\$52.89
534	559	21	\$38.13	\$40.86	\$43.58	\$46.31	\$49.03	\$51.75	\$54.48
560	585	22	\$39.28	\$42.09	\$44.89	\$47.70	\$50.50	\$53.31	\$56.11
586	613	23	\$40.46	\$43.35	\$46.24	\$49.12	\$52.01	\$54.90	\$57.79
614	641	24	\$41.67	\$44.65	\$47.63	\$50.60	\$53.58	\$56.56	\$59.53
642	670	25	\$42.92	\$45.99	\$49.05	\$52.12	\$55.18	\$58.25	\$61.32
671	700	26	\$44.21	\$47.37	\$50.53	\$53.69	\$56.84	\$60.00	\$63.16
701	731	27	\$45.54	\$48.80	\$52.05	\$55.30	\$58.55	\$61.81	\$65.06
732	763	28	\$46.90	\$50.25	\$53.60	\$56.95	\$60.30	\$63.65	\$67.00
764	795	29	\$48.31	\$51.76	\$55.21	\$58.66	\$62.11	\$65.56	\$69.01
796	829	30	\$49.76	\$53.31	\$56.86	\$60.42	\$63.97	\$67.53	\$71.08
830	864	31	\$51.25	\$54.91	\$58.57	\$62.23	\$65.89	\$69.55	\$73.21
865	899	32	\$52.78	\$56.56	\$60.33	\$64.10	\$67.87	\$71.64	\$75.41
900	936	33	\$54.37	\$58.25	\$62.14	\$66.02	\$69.91	\$73.79	\$77.67
937	974	34	\$56.00	\$60.00	\$64.00	\$68.00	\$72.00	\$76.00	\$80.00
975	1013	35	\$57.68	\$61.80	\$65.92	\$70.04	\$74.16	\$78.28	\$82.40
1014	1054	36	\$59.41	\$63.65	\$67.90	\$72.14	\$76.39	\$80.63	\$84.87

Notes:

- Employees starting in a position may be placed on any step at the discretion of the City Administrator.
- Employees promoted to a position that is in a higher pay grade, will be placed on a step that is at least equivalent to, but not less than, their base wage before they were promoted.
- No step increases will be awarded under this structure after December 31, 2024.

2025 BPS - Step System

Job Evaluation Point Range		Grade	Pay Range						
			Step 1 Start	Step 2 6 mos.	Step 3 12 mos.	Step 4 24 mos.	Step 5 36 mos.	Step 6 48 mos.	Step 7 60 mos.
Min	Max	1-36	70.00%	75.00%	80.00%	85.00%	90.00%	95.00%	100.00%
150	163	1	\$21.76	\$23.31	\$24.14	\$26.42	\$27.97	\$29.53	\$31.08
164	178	2	\$22.40	\$24.00	\$25.60	\$27.20	\$28.80	\$30.40	\$32.00
179	193	3	\$23.07	\$24.72	\$26.37	\$28.02	\$29.67	\$31.31	\$32.96
194	209	4	\$23.76	\$25.46	\$27.16	\$28.86	\$30.55	\$32.25	\$33.95
210	225	5	\$24.48	\$26.23	\$27.97	\$29.72	\$31.47	\$33.22	\$34.97
226	241	6	\$25.21	\$27.01	\$27.98	\$30.62	\$32.42	\$34.22	\$36.02
242	258	7	\$25.97	\$27.83	\$29.68	\$29.73	\$33.39	\$35.24	\$37.10
259	276	8	\$26.75	\$28.66	\$30.57	\$32.48	\$34.39	\$36.30	\$38.21
277	294	9	\$27.55	\$29.52	\$31.49	\$33.46	\$35.42	\$37.39	\$39.36
295	313	10	\$28.38	\$30.40	\$32.43	\$34.46	\$36.48	\$38.51	\$40.54
314	332	11	\$29.23	\$31.32	\$33.41	\$35.49	\$37.58	\$39.67	\$41.76
333	352	12	\$30.11	\$32.26	\$33.41	\$36.56	\$38.71	\$40.86	\$43.01
353	372	13	\$31.01	\$33.22	\$35.43	\$37.65	\$39.86	\$42.08	\$44.29
373	393	14	\$31.94	\$34.22	\$36.50	\$38.78	\$41.07	\$43.35	\$45.63
394	415	15	\$32.90	\$35.25	\$37.60	\$38.79	\$42.30	\$44.65	\$47.00
416	437	16	\$33.89	\$36.31	\$38.73	\$41.15	\$43.57	\$45.99	\$48.41
438	460	17	\$34.90	\$37.39	\$39.88	\$42.37	\$44.87	\$47.36	\$49.85
461	484	18	\$35.94	\$38.51	\$41.08	\$43.65	\$46.21	\$48.78	\$51.35
485	508	19	\$37.03	\$39.67	\$41.09	\$44.96	\$47.61	\$50.25	\$52.90
509	533	20	\$38.13	\$40.86	\$43.58	\$46.31	\$49.03	\$51.75	\$54.48
534	559	21	\$39.28	\$42.08	\$44.89	\$47.69	\$50.50	\$53.31	\$56.11
560	585	22	\$40.46	\$43.35	\$46.24	\$49.13	\$52.02	\$54.91	\$57.80
586	613	23	\$41.67	\$43.35	\$46.24	\$50.60	\$53.57	\$56.55	\$59.53
614	641	24	\$42.92	\$45.99	\$49.06	\$52.12	\$55.19	\$58.25	\$61.32
642	670	25	\$44.21	\$47.37	\$50.52	\$53.68	\$56.84	\$60.00	\$63.16
671	700	26	\$45.54	\$48.79	\$52.04	\$55.30	\$58.55	\$61.80	\$65.05
701	731	27	\$46.91	\$50.26	\$53.61	\$56.96	\$60.31	\$63.66	\$67.01
732	763	28	\$48.31	\$51.76	\$55.21	\$58.66	\$62.11	\$65.56	\$69.01
764	795	29	\$49.76	\$53.31	\$56.86	\$60.42	\$63.97	\$67.53	\$71.08
796	829	30	\$51.25	\$54.91	\$58.57	\$62.23	\$65.89	\$69.55	\$73.21
830	864	31	\$52.79	\$56.56	\$60.33	\$64.10	\$67.87	\$71.64	\$75.41
865	899	32	\$54.37	\$56.56	\$62.13	\$66.02	\$69.90	\$73.79	\$77.67
900	936	33	\$56.00	\$60.00	\$64.00	\$68.00	\$72.00	\$76.00	\$80.00
937	974	34	\$57.68	\$61.80	\$65.92	\$70.04	\$74.16	\$78.28	\$82.40
975	1013	35	\$59.41	\$63.65	\$67.90	\$72.14	\$76.38	\$80.63	\$84.87
1014	1054	36	\$61.19	\$65.56	\$69.93	\$74.31	\$76.39	\$83.05	\$87.42

Notes:

- Employees starting in a position may be placed on any step at the discretion of the City Administrator.
- Employees promoted to a position that is in a higher pay grade, will be placed on a step that is at least equivalent to, but not less than, their base wage before they were promoted.
- No step increases will be awarded under this structure after December 31, 2025.

RESOLUTION NO.

**RESOLUTION APPROVING THE CITY OF AUSTIN 2023 – 2025
BASE PAY SYSTEM (BPS)**

WHEREAS, the City of Austin through Resolution #16015, dated March 2, 2020, approved the implementation of the City's classification and compensation study, also known as the Base Pay System (BPS); and

WHEREAS, the current BPS, establishes wages rates for the City's identified Position Classifications, through December 31, 2022; and

WHEREAS, the City of Austin desires to amend the current BPS to reflect the terms mutually negotiated with certain bargaining groups representing employees within the City of Austin; and

WHEREAS, the City of Austin employs individuals who are not members of any collective bargaining unit who are also covered under the same BPS; and

WHEREAS, Employees employed as of January 1, 2023 in the same position they had, if any, as of December 31, 2022, who were not on a step under the BPS for 2022, will receive a 4% wage increase based on their wage as of December 31, 2022, effective January 1, 2023.

WHEREAS, Employees currently on the step system, as established under the March 2, 2020 BPS implementation, will continue through the step system, with step increases effective September 1, of each year; and

WHEREAS, Employees hired after the March 2, 2020 BPS approval and implementation, will receive step increases on their anniversary date or as otherwise prescribed in a letter of hire, labor agreement or determined by the City Adminsitrator.

Approved by the Austin City Council this 21st day of November 2022

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor

City of Austin
Craig Clark,
City Administrator



500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773
Phone: 507-437-9941
craigc@ci.austin.mn.us
www.ci.austin.mn.us

MEMORANDUM

TO: Mayor & City Council

FROM: Craig D. Clark *CC*
City Administrator

RE: Outline of terms – 2023 – 2025
Minnesota Public Employees Association (MNPEA)

DATE: November 15, 2022

Members of the Minnesota Public Employees Association (MNPEA), which represent Police Supervisors, met recently and approved a contract extension for years 2023-2025 (Exhibit 1). This contract would be effective January 1, 2023.

Below is a summary of the agreement which would be pending your consideration and approval. Marquee items have pay increases of 4, 3, 3 over a three-year period. Terms of the labor agreement also reflect the continuation of the compensation and classification Base Pay Structure (BPS) implementation.

Other details of the new contract include:

- Flexibility to have a cash payout of unused clothing allowance twice a year
- Adoption of Juneteenth as a holiday upon the State of Minnesota's action
- Adding Independence Day to the list of holidays that are paid at 1½ pay for those working
- Continuance of a base medical insurance plan without a specific reference to a company plan
- Inclusion of the employer premium contributions for 2023, 2024 and 2025
- Training pay will be in conformance to what our police patrol contract provides
- Night differential will increase to \$1.00 from \$.80 but hours will be restricted to 7 pm to 7 am from 5 pm to 7 am.
- And other technical items

Let me know if you have any questions. Should Council concur we would ask for the following motions to approve:

Motion 1 – Approve Exhibit 1 the contract for 2023-2025 authorizing the Mayor to sign and recorder attest the agreement.

AGREEMENT BETWEEN
MINNESOTA PUBLIC EMPLOYEES ASSOCIATION
AND
THE CITY OF AUSTIN, MINNESOTA

2023 – 2025

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DEFINITIONS

BARGAINING UNIT OR UNIT

The bargaining unit represented by Minnesota Public Employees Association.

BASIC HOURLY RATE

Employee's hourly rate of compensation excluding night differential, Sunday pay and any other fringe benefit excluded by mutual agreement.

CHIEF

Chief of the Austin Police Department

DEFERRED RETIREMENT

Withdrawal from active service at the completion of twenty years' service, but before age fifty (50).

DEPARTMENT

Austin Police Department.

EMERGENCY

A situation so defined by the Chief of Police or his authorized representative.

EMPLOYEE

A member of the formally recognized bargaining unit.

EMPLOYER

City of Austin, Minnesota

GRIEVANCE

A dispute or disagreement raised by an employee against the Employer involving the interpretation or application of the specific provisions of this agreement or of agreements referred to by it.

GRIEVANCE COMMITTEE

Elected officers of the Unit.

DEFINITIONS (continued)

GRIEVANCE STEWARD

A member of the Grievance Committee.

RETIREMENT

Withdrawal from active service while eligible to collect PERA benefits.

SHIFT

A stipulated work period of eight (8) or ten (10) consecutive hours or a workweek of forty (40) hours.

ARTICLE 1

INTENT AND PURPOSE

- 1.1 This agreement between the City of Austin hereinafter referred to as the City or the Employer, and the Minnesota Public Employees Association hereinafter referred to as the Union, is intended to set forth the results of collective bargaining negotiations between the City and the Union. Its purpose is to establish standard conditions of employment for employees in the bargaining unit, and to conform with the Public Employment Labor Relations Act of 1971, as amended, to promote harmonious relationships and economy of City government.
- 1.2 This Agreement is subject to the Laws of the United States, the State of Minnesota, and the Charter, ordinances and resolutions of the City of Austin. In the event any provisions of this agreement shall be held to be contrary to such laws by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provisions shall be renegotiated at the request of either party.

ARTICLE 2

RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for all regular employees employed by the City of Austin, Minnesota, in the job classifications of Lieutenant, Sergeant, or Detective, who are public employees within the meaning of Minnesota Statutes, Section 179A.03, subdivision 14, excluding confidential and all other employees.
- 2.2 Nothing in this Agreement shall interfere with the efficiency of operation or discipline of the whole department.
- 2.3 Nothing in this Agreement shall be construed as limiting the statutory powers of the Police Civil Service Commission as set forth in Minnesota Statutes, Chapter 419, regarding employment, promotion, discharge and suspension.

ARTICLE 3

EMPLOYER AUTHORITY

3.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 4

WAIVER

- 4.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 4.2 The parties mutually acknowledge that during the negotiations, which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in the Agreement for the stipulated duration of this Agreement.

ARTICLE 5

EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES

5.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

UNION REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

PROCEDURE

Grievance, as defined by Section 5.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the

ARTICLE 5

EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES (continued)

AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER- designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within then (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed in Step 3 shall be submitted to arbitration. The EMPLOYER and the UNION representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of Mediation Services.

ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

ARTICLE 5

EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES (continued)

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE 6

UNION ACTIVITY

- 6.1 The Union agrees to conduct its business off the job as much as possible. This article shall not operate as to prevent a representative from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement and shall not work to prevent certain routine business such as the posting of notices and bulletins or meetings subject to the authorization of the Chief of Police which will not interfere with the normal operations of the department.
- 6.2 The Employer hereby agrees not to deduct such reasonable time from the pay of such officer, member, or representative and agrees also that time spent in the conduct of grievance and in bargaining shall not be deducted from the pay of delegated employee representatives. Spokespersons for the bargaining committee and grievance committee for the purpose of dealing with the Employer shall be limited to no more than three (3) members of the department. The Employer will allow only one person off from the on-duty shift. The Union agrees to provide the Employer with the names of said persons.

ARTICLE 7

HOURS OF WORK

7.1 The Union recognizes the necessity of providing service twenty-four (24) hours per day, seven (7) days per week and that, therefore, a reasonable condition of employment is a requirement that employees work a regular schedule of hours as established by the Employer. It shall be the Employer's discretion to use eight (8) or ten (10) hour days with reasonable advance notice of change in length of day. Employees are required to work 2080 hours a year.

ARTICLE 8

CLOTHING ALLOWANCE

8.1 Employees will receive a reimbursement for clothing at the rate of up to seven hundred fifty dollars (\$750) per calendar year. An employee who begins employment in the Unit will, in their first calendar year in the Unit, receive a reimbursement of up to the difference between seven hundred fifty dollars (\$750) and the amount of any reimbursement used by the employee, during the same calendar year, in his or her prior position with Employer outside the Unit.

Of this amount, up to two hundred dollars (\$200) may be disbursed semi-annually for a taxable clothing maintenance, with an annual maximum of four hundred dollars (\$400), which will be offered for pay outs by June 30 and December 15 each calendar year.

Any unused balance will be carried over into the following year for that employee.

An employee terminating employment during the year will reimburse the Employer up to the current annual allowance on a pro-rata basis for any month in which they have not worked.

8.2 Employer shall provide full cost of a protective vest less state contribution as per manufacturer's warranty requirements.

ARTICLE 9

SICK LEAVE

- 9.1 Sick leave with pay shall be granted to employees.
- 9.2 Sick leave will be accumulative at the rate of eight (8) hours for each month of service up to twelve (12) months of service each year and may be used as it is earned on a monthly basis.
- 9.3 Sick leave shall be accumulative without a limit as to its accumulation.
- 9.4 Sick leave shall be taken on account of sickness or injury of an employee or for family members as identified in the City of Austin's Sick Leave Policy adopted January 21, 2014 in accordance with Minnesota Statutes, Section 181.9413.

It may be taken to meet dental appointments and to take physical examinations or other sickness prevention measures.

- 9.5 Sick leave shall be granted only where accident or illness disables the employee from performing their regular duties in their accustomed manner or as otherwise set forth in the Sick Leave Policy.
- 9.6 Payment of accumulated sick leave will only be made upon involuntary lay off or retirement. Payment of accumulated sick leave shall not exceed an amount equivalent to one year of pay.

For employees hired after January 1, 2005, sick leave shall be paid out at fifty percent (50%) of accumulation only upon involuntary lay off or retirement. Payment of accumulated sick leave shall not exceed an amount equivalent to one year of pay.

In order to be qualified to be paid the unpaid sick leave on retirement, the employee must submit a written retirement resignation to their department head at least fourteen (14) calendar days before their retirement date, must actually retire and meet the PERA retirement requirements.

The method of using accumulated sick leave hours will be based on the first in – first out method.

If death should occur before retirement, the accumulated sick leave will be paid to designated beneficiary, if none designated, then to spouse, and if no spouse, then to be paid to estate.

ARTICLE 9

SICK LEAVE (continued)

9.7 SICK LEAVE AND WORKERS' COMPENSATION
Sick leave with pay will not be granted for time loss from work that is compensated for by the City Workers' compensation Policy. An employee receiving Workers' Compensation Insurance payment may take sufficient sick leave to make up the difference between their normal earnings and their Workers' Compensation.

9.8. LIMITS OF ACCUMULATION
In the event that an employee does not take the full amount of sick leave earned, sick leave may be accumulated to their credit with no limit of accumulation.

9.9 REPORT MAY BE REQUIRED TO WORK AGAIN
Employees will be required to furnish a doctor's statement certifying their illness if they are off over five (5) working days provided said individual notifies the supervisor at least two (2) hours before the start of their shift that they will not be able to report to work unless circumstances make it impossible to notify the supervisor within the required amount of time. This section does not give anyone the right to be off on sick leave for any other reason except illness or injury as set forth in this policy.

9.10 CHANGING OF LEAVE STATUS
An employee on vacation becomes ill or injured may upon the proper notification change their leave status to sick leave. This action will require doctor's certificate to verify the reason for the requested change for the entire period of time that sick leave is claimed.

9.11. PENALTY
Claiming sick leave when physically fit except as permitted under this policy may be cause for disciplinary action including transfer, suspension without pay, demotion or dismissal. The minimum penalty for violation of this policy will be: (a) one day suspension without pay for each day improperly claimed; (b) one day dock for each day that sick leave is improperly claimed; (c) the time used improperly as sick leave will be credited back to the employee's sick leave account.

9.12. INTENT
Sick leave is intended to be used for the purpose set forth in this provision and shall not be used for any other purpose.

9.13. CERTIFICATION OF CLAIM
The Police Department will employ such procedures and methods for checking the validity of sick leave claims as stated below:

ARTICLE 9

SICK LEAVE (continued)

- A. The supervisor shall spot check sick leave claims by telephone and during this check must have conversation with the employee claiming sick leave.
- B. If for some reason this cannot be accomplished, they are required to then go to the home of the employee and personally check with the employee to verify the sick leave claim is legitimate and that they are complying with this policy.
- C. If the officer who is being checked, fails to respond to this investigation concerning their sick leave claim, the supervisor shall file a complaint for violation of this policy with the Chief of Police and the Chief of Police must automatically file a complaint with the Civil Service Commission unless the officer in question shall furnish proof or an acceptable reason why this action should not be taken.

ARTICLE 10

JURY DUTY

- 10.1 All fulltime employees shall be granted a leave of absence for service on a jury. Employees shall be compensated the difference of their regular pay and that received for such jury duty by the Employer. If the employee reports for jury duty and is subsequently excused from such duty, they shall return at once to their regular work.
- 10.2 The employee, in order to receive the difference in their regular pay and that received for jury duty, shall present the jury duty check to the City Recorder for verification.
- 10.3 Guidelines in the department procedure book shall be followed where applicable.

ARTICLE 11

MILITARY LEAVE

- 11.1 Any regular employee who is a member of the reserve force of the United States or of this state, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this state which would prevent them from performing their regular work, shall be granted a leave with pay upon request not to exceed fifteen (15) calendar days, provided however, that no employee shall be granted paid leave for training purposes beyond that required by the current selective service draft program at the time of the request.
- 11.2 Notice shall be given to the Employer at least five working days after receipt of said orders and no less than twenty-four hours prior to date of leave, except that when said orders are received at a time which would make compliance with this provision impossible, the employee shall give notice at the earliest practical time.
- 11.3 Any employee who enters into active service shall be granted a leave without pay for the period of military service, pursuant to Minnesota Statutes and Federal Law.
- 11.4 Paid leave for purposes of this section is the difference between an employee's regular pay and their military pay.

ARTICLE 12

HOLIDAYS

12.1 All employees in each agreement year shall be permitted eleven (11) working days (88 benefit hours) off with pay in lieu of holidays.

If and when the State of Minnesota adopts Juneteenth as a required recognized holiday in Minnesota, employees shall be permitted twelve (12) working days (96 benefit hours) off with pay in lieu of holidays, effective at such time as adoption.

12.2 88 hours of holidays will be provided each calendar year, effective January 1. Employees may use these hours as approved by the Police Chief.

If and when the State of Minnesota adopts Juneteenth, as a required recognized holiday in Minnesota, 96 hours of holiday will be provided each calendar year, effective January 1; such increase effective upon adoption.

An employee who separates employment must repay a pro-rated portion through payroll of the hours he or she used based on the quotient of the number of holidays that have occurred as of the date of separation from employment and the number of holidays that will occur in the remainder of the year.

12.3 Employees requesting a day or days off shall make a request for such day or days off at least seven (7) days prior to the desired time off, unless otherwise agreed between the individual and the officer in charge. Such day or days will not be granted if it will cause overtime to be paid.

12.4 Employees shall be notified at least seven (7) days in advance of being required to take a day or days off, unless otherwise agreed between the individual and the officer in charge.

12.5 The following eleven (11) days are established as holidays, effective the date this Agreement is executed: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

If and when the State of Minnesota adopts Juneteenth as a required recognized holiday in Minnesota, Juneteenth will become an established holiday, effective at such time as adoption.

12.6 Employees scheduled to work on New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day will be paid time and one half (1½) for hours worked on those days.

ARTICLE 12

HOLIDAYS (continued)

- 12.7 The officer in charge of the department will grant as many employees off at one time, per shift, on vacation, holiday or accumulated holiday, providing the shift does not go below minimum manpower or the City's work suffer by letting more than one employee off per shift, on either vacation, holiday or accumulated holiday.
- 12.8 The Chief of Police must give seven (7) days' notice before the cancellation of vacation or holidays granted prior to the notice. Vacation or holidays may be canceled by the order of the Chief of Police and personnel called back from vacation or holidays in extreme emergencies, such as but not limited to natural disasters, floods, tornadoes, explosions, and other emergency incidents which will cause the need for most of the available manpower.
- 12.9 Holidays taken for pay will be claimed by the deadline set by the finance department and paid on the first regular payroll period of December with normal taxes taken out. Pay will be at the base rate of pay plus any shift differentials the employee is earning at the date of the holiday.
- 12.10 Employees will be responsible for keeping track of their holidays.

ARTICLE 13

VACATIONS

- 13.1 Vacations will be computed on the basis of the anniversary of the employee's hiring date.
- 13.2 Vacation schedule:

1 year	=	2 weeks or 80 hours
5 years	=	3 weeks or 120 hours
12 years	=	4 weeks or 160 hours
20 years	=	5 weeks or 200 hours
25 years	=	6 weeks or 240 hours
- 13.3 Vacations may be taken a day at a time if it does not compromise the proper functioning of the department. Employees must give at least seven (7) days' notice to the officer in charge of the department when requesting said vacation, and the officer in charge of the department must give at least a seven (7) day notice when requiring the employee to take vacation unless otherwise mutually agreed between the individual involved and the officer in charge of the department.
- 13.4 The time of taking vacations will be arranged between the officer in charge of the department and the employees. Where one or more employees ask for the same vacation date, and in the opinion the officer in charge, the City's work would suffer by letting them go at the same time, then the seniority would prevail and the employee with the longest record of employment with the City would be given preference.
- 13.5 The officer in charge of the department shall prepare a vacation list by the first of February and arrange the vacations according to seniority for a calendar year running from March 1st to March 1st, vacation granted during this calendar year will be on a first-come basis.
- 13.6 The officer in charge of the department will grant as many employees off at one time, per shift, on vacation, holiday or accumulated holiday, providing the shift does not go below minimum manpower or the City's work will suffer by letting more than one person off per shift, on either vacation, holiday or accumulated holiday.
- 13.7 The Chief of Police must give seven (7) days' notice before cancellation of vacation or holidays granted prior to the notice. Vacation or holidays may be canceled by the order of the Chief of Police and Personnel called back from vacation or holidays in Extreme Emergencies, i.e., examples, but not limited to natural disasters, floods, tornadoes, explosions, and other emergency incidents which will cause the need for most of the available manpower.
- 13.8 Employees will be allowed to carry over up to one week's (40 hours) vacation each year.

ARTICLE 14

BEREAVEMENT LEAVE

- 14.1 Bereavement leave will be granted employees a maximum of two (2) scheduled work days for the purpose of bereaving the death of a member of the employee's immediate family, provided the employee makes the arrangement with, and it is approved by, the officer in charge of the department. This leave must be used within thirty (30) calendar days of the death of the family member.
- 14.2 For purposes of the above paragraph, a member of the immediate family means the employee's spouse, child, stepchild, grandchild, mother, father, stepparent, sister, brother, step sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, and spouse's grandmother, grandfather and stepparent.

ARTICLE 15

EMPLOYEE'S INSURANCE COVERAGE

15.1 The employer agrees to continue to make a base medical insurance program available, similar to the one in effect on the date of this agreement, subject to the limitations, benefits and conditions established by the contract between the employer and the insurance carrier, or a plan with a comparable or increased aggregate value of benefits, as determined by an actuarial value. The employer reserves the right to change from a fully-insured health plan to a self-insured plan provided that the aggregate value, as determined by an actuarial value, is not changed.

In the event the City offers additional health insurance plans, these optional plans are not negotiated plans and changes to these plans may be made at the employer's discretion, including changing from a self-insured health plan to a fully insured health plan. Employees who choose an optional plan must pay any difference if the cost is greater than the cost of the negotiated plan. These optional plans shall not be negotiable nor subject to M.S. 471.6161 and any additional plans may be added at the City's sole discretion.

For 2023, the City contribution and cap 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.

For 2024, the City contribution and cap will be One Thousand Six Hundred thirty dollars (\$1,630.00) per month towards the cost of family coverage, One Thousand Twenty-Five dollars (\$1,025.00) for employee plus spouse coverage, Nine Hundred Ten dollars (\$910.00) for employee plus child(ren) coverage and Five Hundred Seventy dollars (\$570.00) for single coverage, with the employee picking up the remaining balance of the plan the employee has selected.

For 2025, the City contribution and cap will be One Thousand Eight Hundred thirty dollars (\$1,830.00) per month towards the cost of family coverage, One Thousand One Hundred Fifty dollars (\$1,150.00) for employee plus spouse coverage, One Thousand Twenty dollars (\$1,020.00) for employee plus child(ren) coverage and Six Hundred Twenty dollars (\$620.00) for single coverage, with the employee picking up the remaining balance of the plan the employee has selected.

City contribution shall not exceed the total monthly premium payment.

ARTICLE 15

EMPLOYEE'S INSURANCE COVERAGE (continued)

There will be an enrollment period each year for coverage effective January 1 of the next year. Employees may change plans during this enrollment period with their choice effective January 1st through December 31st. The coverage for the insured employee and family must be by the same plan each year.

- 15.2 In the event the health insurance provisions of this agreement fail to meet the requirements of the Affordable Care Act, the Bargaining Union and Employer will meet and confer over alternative provisions so as to comply with the Act.
- 15.3 The Employer shall pay the Employer's share of the premium for six months for all employees who are on leave of absence because of sickness. Leaves of absence for military service or other reasons will not be covered.
- 15.4 The Employer shall pay the Employer's share of the premium for twelve (12) months for all employees who are disabled with a compensable disability.
- 15.5 The Employer shall pay the premium for a \$30,000 Term Life Insurance Policy with accidental death and dismemberment.
- 15.6 New employees will sign authorization cards for all insurance on the first day of employment, and the insurance will be in effect on the first of the month following one-month of employment.
- 15.7 When an employee is off work with a compensable injury, they shall receive the difference between their compensation check and their regular check for the first thirty (30) calendar days. After the first thirty (30) days, the employee may use their sick leave in an amount sufficient so that with their compensation check, they will receive their regular salary amount.
- 15.8 Employer will provide a long term disability insurance program as established by Employer.
- 15.9 The Employer will allow for use of up to a maximum of \$750.00 per year from the employee's accumulated sick leave account of equal or greater value which can be applied each year toward satisfying deductible costs. Payment to be in the form of reimbursement after the deductible cost has been paid by the insured and receipts submitted to the Employer showing payment.
- 15.10 All employees will participate in a Post Employment Health Care Savings Plan through the Minnesota State Retirement System (MSRS). Per Minn. Stat.

ARTICLE 15

EMPLOYEE'S INSURANCE COVERAGE

(continued)

§352.98, the Employer will setup and administer the program as defined and determined by MSRS. Employees will contribute two percent (2%) of their salary to the Post Employment Health Care Savings Plan.

Eligible employees shall deposit 100 percent (100%) of their accrued unused sick leave, as accrued and accumulated per Article 9 of the bargaining unit agreement, accrued unused holiday, accrued unused vacation and accrued and unused compensatory time upon retirement into a Post Employment Healthcare Savings Plan with the Minnesota State Retirement System.

The 100 percent contribution upon retirement language as listed above will be in place for a minimum of two years. For the time period between the 2-year minimum and the expiration of the labor agreement, the Employer agrees to allow the current agreement to be reopened for the purpose of adding an addendum allowing retiring employees covered under this agreement to make modifications to the contributions allowed under the Post Employment Health Care Savings Plan.

ARTICLE 16

PREMIUM PAY

- 16.1 Time and one-half (1½) will be paid after eight hours of work and over forty hours of work for employees scheduled eight (8) hour shifts. Time and one-half (1½) will be paid after ten (10) hours of work and over forty hours of work for officers working scheduled ten (10) hour shifts. Premium pay can be taken in comp time at time and one-half (1½). Differentials will also be paid at time and one-half (1½).
- 16.2 An off-duty employee will be paid time and one-half while attending mandatory training sessions scheduled by the Chief of Police. Travel time will be paid at the same rate as training when travel is outside of Mower County.
- 16.3 A night shift differential of one-dollar (\$1.00) per hour shall be paid employees for all regularly scheduled hours worked between 7:00 PM and 7:00 AM.
- 16.4 A Sunday differential of thirty-five cents (.35¢) per hour shall be paid employees on duty from midnight Saturday to midnight Sunday.
- 16.5 When employee is called for court preparation on police business, employee will be paid time and one-half (1½) of the employee's base pay rate.
- 16.6 An employee who is required to appear in court during their scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the two (2) hour's minimum.
- 16.7 Employee has the right to work a minimum of four (4) hours on non-connecting overtime call-ins. This paragraph does not apply to detectives.
- 16.8 An off-duty employee who receives less than a twenty-four (24) hour advance notice of cancellation of a scheduled court appearance shall receive two (2) hours of pay at time and one-half (1½).
- 16.9 The Chief of Police will determine the need for a detective to be on-call. In the event a detective or sergeant/investigator is called in for duty outside of their regular work schedule and they respond, premium pay for overtime will apply as listed above. In the event during the term of this Labor Agreement the Employer requires a detective to be on-call, the Employer will pay \$135.00 per week to the on-call detective.

ARTICLE 16

PREMIUM PAY (continued)

- 16.10 All overtime including court time may be taken as comp time with the approval of the Chief of Police in accordance with present policy.
- 16.11 Overtime pay as earned shall be paid as accrued, when the officer has indicated that they prefer pay instead of comp time.
- 16.12 Officers will receive a minimum of two hours of overtime pay for callbacks.
- 16.13 Officers who perform the duties of K-9 Handler, shall an amount equivalent to three and one-half hours of pay at the employee's base hourly pay rate per week and no compensatory time, in addition to their hourly wage while performing these duties.
- 16.14 Employees who perform Field Training Officer (FTO) duties, shall receive one-half hour ($\frac{1}{2}$) of compensatory time for every eight (8) hours of FTO duties performed.
- 16.15 For the purpose of computing premium pay in this article, premium pay shall not be pyramided, compounded or paid twice for the same hours worked.

ARTICLE 17

GENERAL

- 17.1 Employer will reimburse employees for the cost of books and tuition for police-related subjects at public institutions if pre-approved by the Police Chief and City Administrator and the course schedule is compatible with department scheduling requirements. The employee must receive a "C" or above or a "Pass" for a pass/fail class in order to qualify for reimbursement. A written grade report as well as receipts for tuition and books must be submitted to the Chief of Police with request for reimbursement.
- 17.2 Employer will pay toward licensing requirements of Minnesota Statutes, Section 626.84, et seq. when due and payable.
- 17.3 Time in rank seniority takes precedent over time in department seniority.

ARTICLE 18

PAY PLAN

18.1 In calendar years 2023, 2024 and 2025, respectively, employees will be paid the base pay at the following pay grades as provided in employer's base pay schedule for the respective calendar year, which are attached hereto as reference:

Job Title	Pay Grade
Police Detective	20
Police Lieutenant	25
Police Sergeant	20

ARTICLE 19

DISCIPLINE

19.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one of the following forms:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension;
- D. Demotion; or
- E. Discharge

19.2 Suspensions, demotions, and discharges will be in written form.

19.3 Written, reprimands, notices of suspension, notices of demotion and notices of discharge, which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the UNION will receive a copy of such reprimands and/or notices.

19.4 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.

19.5 Grievances relating to this article originating at 19.1 C, D and E, shall be initiated by the UNION at Step #3 of the grievance procedure under Article 5 of this AGREEMENT.

ARTICLE 20

DURATION

20.1 This Agreement shall remain in full force and effect from January 1, 2023 to December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the latest date affixed to the signatures below.

SIGNATURE OF UNION
REPRESENTATIVES

Joseph Ditsch Digitally signed by Joseph Ditsch
Date: 2022.11.15 12:29:03 -06'00'

Date: 11/15/2022

SIGNATURE OF CITY
REPRESENTATIVE

Mayor
City Council of Austin, Minnesota

ATTEST:

City Recorder

Date:

2023 BPS - Step System

Job Evaluation Point Range		Grade	Pay Range						
			Step 1 Start	Step 2 6 mos.	Step 3 12 mos.	Step 4 24 mos.	Step 5 36 mos.	Step 6 48 mos.	Step 7 60 mos.
Min	Max	1-36	70.00%	75.00%	80.00%	85.00%	90.00%	95.00%	100.00%
150	163	1	\$20.50	\$21.97	\$23.43	\$24.90	\$26.36	\$27.83	\$ 29.29
164	178	2	\$21.11	\$22.62	\$24.13	\$25.64	\$27.14	\$28.65	\$ 30.16
179	193	3	\$21.75	\$23.30	\$24.86	\$26.41	\$27.96	\$29.52	\$ 31.07
194	209	4	\$22.40	\$24.00	\$25.60	\$27.20	\$28.80	\$30.40	\$ 32.00
210	225	5	\$23.07	\$24.72	\$26.37	\$28.02	\$29.66	\$31.31	\$ 32.96
226	241	6	\$23.77	\$25.46	\$27.16	\$28.86	\$30.56	\$32.25	\$ 33.95
242	258	7	\$24.48	\$26.23	\$27.98	\$29.73	\$31.47	\$33.22	\$ 34.97
259	276	8	\$25.21	\$27.02	\$28.82	\$30.62	\$32.42	\$34.22	\$ 36.02
277	294	9	\$25.97	\$27.83	\$29.68	\$31.54	\$33.39	\$35.25	\$ 37.10
295	313	10	\$26.75	\$28.66	\$30.57	\$32.48	\$34.39	\$36.30	\$ 38.21
314	332	11	\$27.55	\$29.52	\$31.49	\$33.46	\$35.42	\$37.39	\$ 39.36
333	352	12	\$28.38	\$30.41	\$32.43	\$34.46	\$36.49	\$38.51	\$ 40.54
353	372	13	\$29.23	\$31.31	\$33.40	\$35.49	\$37.58	\$39.66	\$ 41.75
373	393	14	\$30.11	\$32.26	\$34.41	\$36.56	\$38.71	\$40.86	\$ 43.01
394	415	15	\$31.01	\$33.23	\$35.44	\$37.66	\$39.87	\$42.09	\$ 44.30
416	437	16	\$31.94	\$34.22	\$36.50	\$38.79	\$41.07	\$43.35	\$ 45.63
438	460	17	\$32.89	\$35.24	\$37.59	\$39.94	\$42.29	\$44.64	\$ 46.99
461	484	18	\$33.88	\$36.30	\$38.72	\$41.14	\$43.56	\$45.98	\$ 48.40
485	508	19	\$34.90	\$37.40	\$39.89	\$42.38	\$44.87	\$47.37	\$ 49.86
509	533	20	\$35.95	\$38.51	\$41.08	\$43.65	\$46.22	\$48.78	\$ 51.35
534	559	21	\$37.02	\$39.67	\$42.31	\$44.96	\$47.60	\$50.25	\$ 52.89
560	585	22	\$38.14	\$40.86	\$43.58	\$46.31	\$49.03	\$51.76	\$ 54.48
586	613	23	\$39.28	\$42.08	\$44.89	\$47.69	\$50.50	\$53.30	\$ 56.11
614	641	24	\$40.46	\$43.35	\$46.24	\$49.13	\$52.02	\$54.91	\$ 57.80
642	670	25	\$41.67	\$44.65	\$47.62	\$50.60	\$53.58	\$56.55	\$ 59.53
671	700	26	\$42.92	\$45.99	\$49.06	\$52.12	\$55.19	\$58.25	\$ 61.32
701	731	27	\$44.21	\$47.37	\$50.53	\$53.69	\$56.84	\$60.00	\$ 63.16
732	763	28	\$45.54	\$48.79	\$52.04	\$55.29	\$58.55	\$61.80	\$ 65.05
764	795	29	\$46.90	\$50.25	\$53.60	\$56.95	\$60.30	\$63.65	\$ 67.00
796	829	30	\$48.31	\$51.76	\$55.21	\$58.66	\$62.11	\$65.56	\$ 69.01
830	864	31	\$49.76	\$53.31	\$56.86	\$60.42	\$63.97	\$67.53	\$ 71.08
865	899	32	\$51.25	\$54.91	\$58.57	\$62.23	\$65.89	\$69.55	\$ 73.21
900	936	33	\$52.79	\$56.56	\$60.33	\$64.10	\$67.87	\$71.64	\$ 75.41
937	974	34	\$54.37	\$58.25	\$62.14	\$66.02	\$69.90	\$73.79	\$ 77.67
975	1013	35	\$56.00	\$60.00	\$64.00	\$68.00	\$72.00	\$76.00	\$ 80.00
1014	1054	36	\$57.68	\$61.80	\$65.92	\$70.04	\$74.16	\$78.28	\$ 82.40

Notes:

- Employees starting in a position may be placed on any step at the discretion of the City Administrator.
- Employees promoted to a position that is in a higher pay grade, will be placed on a step that is at least equivalent to, but not less than, their base wage before they were promoted.
- No step increases will be awarded under this structure after December 31, 2023.

2024 BPS - Step System

Job Evaluation Point Range		Grade	Pay Range						
			Step 1 Start	Step 2 6 mos.	Step 3 12 mos.	Step 4 24 mos.	Step 5 36 mos.	Step 6 48 mos.	Step 7 60 mos.
Min	Max	1-36	70.00%	75.00%	80.00%	85.00%	90.00%	95.00%	100.00%
150	163	1	\$21.12	\$22.63	\$24.14	\$25.64	\$27.15	\$28.66	\$30.17
164	178	2	\$21.75	\$23.30	\$24.86	\$26.41	\$27.96	\$29.52	\$31.07
179	193	3	\$22.40	\$24.00	\$25.60	\$27.20	\$28.80	\$30.40	\$32.00
194	209	4	\$23.07	\$24.72	\$26.37	\$28.02	\$29.66	\$31.31	\$32.96
210	225	5	\$23.76	\$25.46	\$27.16	\$28.86	\$30.55	\$32.25	\$33.95
226	241	6	\$24.48	\$26.23	\$27.98	\$29.72	\$31.47	\$33.22	\$34.97
242	258	7	\$25.21	\$27.01	\$28.82	\$29.73	\$32.42	\$34.22	\$36.02
259	276	8	\$25.97	\$27.83	\$29.68	\$31.54	\$33.39	\$35.25	\$37.10
277	294	9	\$26.75	\$28.66	\$30.57	\$32.48	\$34.39	\$36.30	\$38.21
295	313	10	\$27.55	\$29.52	\$31.49	\$33.45	\$35.42	\$37.39	\$39.36
314	332	11	\$28.38	\$30.41	\$32.43	\$34.46	\$36.49	\$38.51	\$40.54
333	352	12	\$29.23	\$31.32	\$33.41	\$35.49	\$37.58	\$39.67	\$41.76
353	372	13	\$30.10	\$32.25	\$34.40	\$36.55	\$38.70	\$40.85	\$43.00
373	393	14	\$31.01	\$33.23	\$35.44	\$37.66	\$39.87	\$42.09	\$44.30
394	415	15	\$31.94	\$34.22	\$36.50	\$38.79	\$41.07	\$43.35	\$45.63
416	437	16	\$32.90	\$35.25	\$37.60	\$39.95	\$42.30	\$44.65	\$47.00
438	460	17	\$33.88	\$36.30	\$38.72	\$41.14	\$43.56	\$45.98	\$48.40
461	484	18	\$34.90	\$37.39	\$39.88	\$42.37	\$44.87	\$47.36	\$49.85
485	508	19	\$35.95	\$38.52	\$41.09	\$43.65	\$46.22	\$48.79	\$51.36
509	533	20	\$37.02	\$39.67	\$42.31	\$44.96	\$47.60	\$50.25	\$52.89
534	559	21	\$38.13	\$40.86	\$43.58	\$46.31	\$49.03	\$51.75	\$54.48
560	585	22	\$39.28	\$42.09	\$44.89	\$47.70	\$50.50	\$53.31	\$56.11
586	613	23	\$40.46	\$43.35	\$46.24	\$49.12	\$52.01	\$54.90	\$57.79
614	641	24	\$41.67	\$44.65	\$47.63	\$50.60	\$53.58	\$56.56	\$59.53
642	670	25	\$42.92	\$45.99	\$49.05	\$52.12	\$55.18	\$58.25	\$61.32
671	700	26	\$44.21	\$47.37	\$50.53	\$53.69	\$56.84	\$60.00	\$63.16
701	731	27	\$45.54	\$48.80	\$52.05	\$55.30	\$58.55	\$61.81	\$65.06
732	763	28	\$46.90	\$50.25	\$53.60	\$56.95	\$60.30	\$63.65	\$67.00
764	795	29	\$48.31	\$51.76	\$55.21	\$58.66	\$62.11	\$65.56	\$69.01
796	829	30	\$49.76	\$53.31	\$56.86	\$60.42	\$63.97	\$67.53	\$71.08
830	864	31	\$51.25	\$54.91	\$58.57	\$62.23	\$65.89	\$69.55	\$73.21
865	899	32	\$52.78	\$56.56	\$60.33	\$64.10	\$67.87	\$71.64	\$75.41
900	936	33	\$54.37	\$58.25	\$62.14	\$66.02	\$69.91	\$73.79	\$77.67
937	974	34	\$56.00	\$60.00	\$64.00	\$68.00	\$72.00	\$76.00	\$80.00
975	1013	35	\$57.68	\$61.80	\$65.92	\$70.04	\$74.16	\$78.28	\$82.40
1014	1054	36	\$59.41	\$63.65	\$67.90	\$72.14	\$76.39	\$80.63	\$84.87

Notes:

- Employees starting in a position may be placed on any step at the discretion of the City Administrator.
- Employees promoted to a position that is in a higher pay grade, will be placed on a step that is at least equivalent to, but not less than, their base wage before they were promoted.
- No step increases will be awarded under this structure after December 31, 2024.

2025 BPS - Step System

Job Evaluation Point Range		Grade	Pay Range						
			Step 1 Start	Step 2 6 mos.	Step 3 12 mos.	Step 4 24 mos.	Step 5 36 mos.	Step 6 48 mos.	Step 7 60 mos.
Min	Max	1-36	70.00%	75.00%	80.00%	85.00%	90.00%	95.00%	100.00%
150	163	1	\$21.76	\$23.31	\$24.14	\$26.42	\$27.97	\$29.53	\$31.08
164	178	2	\$22.40	\$24.00	\$25.60	\$27.20	\$28.80	\$30.40	\$32.00
179	193	3	\$23.07	\$24.72	\$26.37	\$28.02	\$29.67	\$31.31	\$32.96
194	209	4	\$23.76	\$25.46	\$27.16	\$28.86	\$30.55	\$32.25	\$33.95
210	225	5	\$24.48	\$26.23	\$27.97	\$29.72	\$31.47	\$33.22	\$34.97
226	241	6	\$25.21	\$27.01	\$27.98	\$30.62	\$32.42	\$34.22	\$36.02
242	258	7	\$25.97	\$27.83	\$29.68	\$29.73	\$33.39	\$35.24	\$37.10
259	276	8	\$26.75	\$28.66	\$30.57	\$32.48	\$34.39	\$36.30	\$38.21
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295	313	10	\$28.38	\$30.40	\$32.43	\$34.46	\$36.48	\$38.51	\$40.54
314	332	11	\$29.23	\$31.32	\$33.41	\$35.49	\$37.58	\$39.67	\$41.76
333	352	12	\$30.11	\$32.26	\$33.41	\$36.56	\$38.71	\$40.86	\$43.01
353	372	13	\$31.01	\$33.22	\$35.43	\$37.65	\$39.86	\$42.08	\$44.29
373	393	14	\$31.94	\$34.22	\$36.50	\$38.78	\$41.07	\$43.35	\$45.63
394	415	15	\$32.90	\$35.25	\$37.60	\$38.79	\$42.30	\$44.65	\$47.00
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485	508	19	\$37.03	\$39.67	\$41.09	\$44.96	\$47.61	\$50.25	\$52.90
509	533	20	\$38.13	\$40.86	\$43.58	\$46.31	\$49.03	\$51.75	\$54.48
534	559	21	\$39.28	\$42.08	\$44.89	\$47.69	\$50.50	\$53.31	\$56.11
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586	613	23	\$41.67	\$43.35	\$46.24	\$50.60	\$53.57	\$56.55	\$59.53
614	641	24	\$42.92	\$45.99	\$49.06	\$52.12	\$55.19	\$58.25	\$61.32
642	670	25	\$44.21	\$47.37	\$50.52	\$53.68	\$56.84	\$60.00	\$63.16
671	700	26	\$45.54	\$48.79	\$52.04	\$55.30	\$58.55	\$61.80	\$65.05
701	731	27	\$46.91	\$50.26	\$53.61	\$56.96	\$60.31	\$63.66	\$67.01
732	763	28	\$48.31	\$51.76	\$55.21	\$58.66	\$62.11	\$65.56	\$69.01
764	795	29	\$49.76	\$53.31	\$56.86	\$60.42	\$63.97	\$67.53	\$71.08
796	829	30	\$51.25	\$54.91	\$58.57	\$62.23	\$65.89	\$69.55	\$73.21
830	864	31	\$52.79	\$56.56	\$60.33	\$64.10	\$67.87	\$71.64	\$75.41
865	899	32	\$54.37	\$56.56	\$62.13	\$66.02	\$69.90	\$73.79	\$77.67
900	936	33	\$56.00	\$60.00	\$64.00	\$68.00	\$72.00	\$76.00	\$80.00
937	974	34	\$57.68	\$61.80	\$65.92	\$70.04	\$74.16	\$78.28	\$82.40
975	1013	35	\$59.41	\$63.65	\$67.90	\$72.14	\$76.38	\$80.63	\$84.87
1014	1054	36	\$61.19	\$65.56	\$69.93	\$74.31	\$76.39	\$83.05	\$87.42

Notes:

- Employees starting in a position may be placed on any step at the discretion of the City Administrator.
- Employees promoted to a position that is in a higher pay grade, will be placed on a step that is at least equivalent to, but not less than, their base wage before they were promoted.
- No step increases will be awarded under this structure after December 31, 2025.

RESOLUTION NO.

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AGREEMENT BETWEEN
MINNESOTA PUBLIC EMPLOYEES ASSOCIATION (MNPEA) AND THE
CITY OF AUSTIN, MINNESOTA

WHEREAS, MNPEA is the exclusive representative for certain City of Austin employees; and

WHEREAS, the current labor agreement between the City of Austin and MNPEA will expire on December 31, 2022;

WHEREAS, the City of Austin and MNPEA met and negotiated over the terms of the new labor agreement between the parties;

WHEREAS, the City of Austin and MNPEA have reached an agreement for a contract between the parties for the calendar years 2023 – 2025; and

WHEREAS, the contract sets forth items for calendar years 2023 – 2025, which sets standard conditions of employment for employees covered under the MNPEA labor agreement.

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

1. The Labor Agreement between the City of Austin and MNPEA for January 1, 2023 through December 31, 2025 is approved.
2. The City of Austin's Mayor and City Recorder be authorized to sign the labor agreement between the City of Austin and MNPEA for calendar years 2023 – 2025.
3. The Labor Agreement referred to in this resolution will be effective January 1, 2023 through December 31, 2025.
4. The City of Austin shall implement the agreement.

Approved by the Austin City Council this 21st day of November 2022

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor

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
FROM: *TDJ* Tom Dankert
DATE: November 15, 2022
RE: Austin-Mower County Homeownership Fund
S:\A-MC HF\2022\Miscellaneous\Stough Board appointment.doc

The term of Terri Stough expires in December of 2022 for the Board of Directors of the Austin-Mower County Homeownership Fund. Terri is finishing up her third year on the Board.

This appointment is made by the Austin City Council based on the joint powers board agreement with Mower County. If the City Council agrees to Ms. Stough as the representative she would be appointed as "One Director who is a representative of Austin and is appointed by the City Council" per Section 4 of the joint powers board agreement. Her term would expire in December of 2025.

We would like to thank Terri for volunteering to remain on our Board.

Please call if you have any questions.