

A G E N D A
CITY COUNCIL MEETING
MONDAY, OCTOBER 16, 2023
5:30 P.M.
COUNCIL CHAMBERS

Call to Order.

Pledge of Allegiance.

Roll Call.

- (mot) 1. Adoption of Agenda.
- (mot) 2. Approving minutes from October 2, 2023.
- 3. Recognitions and Awards.
- (mot) 4. *Consent Agenda
Claims:
 - a. Pre-list of bills
 - b. Investment Report.

Reappointment:

Kris Heichel to the Austin/Mower County Homeownership Board term ending 12/31/26

PETITIONS AND REQUESTS:

- (res) 5. Accepting donations to the City of Austin.
- (res) 6. Accepting and allocating statewide affordable housing aid.
- (res) 7a. Approving the County Board's classification of forfeited tax property, public sale of said property and declaring the City's intention to reassess unpaid assessments.
- (res) 7b. Approving the County Board's classification of forfeited tax property and declaring the City's intention to redevelop property.
- (mot) 8. Authorizing the City Recorder to sign a waiver stating the City does not waive the statutory tort limits.
- 9. Reviewing an ordinance for the repeal of food service licensing.
 - (mot) a. For preparation of the ordinance.
 - (ord) b. For adoption and publication of the ordinance.
- (res) 10. Expanding the Hormel Historic Home, Inc. liquor license to the patio and garden area.
- 11. Reviewing a fence appeal from David Lammers.
 - (mot) a. Approve or deny fence appeal.
- (mot) 12. Approving liquor service at the Ruby Rupner Auditorium on October 30, 2023.

- (res) 13a. Rescinding resolution 16786.
- (res) 13b. Approving a contract with SEH for planning and environmental work at the Austin Municipal Airport for an automated weather observation system.
- (res) 14. Approving an amendment to a contract with WHKS for topographic survey services on 1st Avenue SW.
- (res) 15. Approving geotechnical services on Oakland Avenue & 1st Avenue SW and 2024 street construction projects with American Engineering Testing.
- (res) 16. Setting health insurance plans, qualifications and rates for 2024.
- (res) 17. Approving health insurance premium contributions and terms for non-bargaining unit employees.
- 18. Approving memorandums of agreement from bargaining groups. *(additional backup may follow)*
 - (res) a. Approving a MOA with LELS.
 - (res) b. Approving a MOA with IAFF.

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator

City Council

- (mot) Adjourn to **Monday, November 6, 2023** at 5:30 pm in the Council Chambers.

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

M I N U T E S
CITY COUNCIL MEETING
October 2, 2023
5:30 PM
Council Chambers

MEMBERS PRESENT: Mayor King. Council Members Paul Fischer, Laura Helle, 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, City Attorney Craig Byram, Library Director Julie Clinefelter, and City Clerk Ann Kasel

APPEARING IN PERSON: Austin Daily Herald, KAUS Radio, Verne Olson, Norma Olson

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

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

Moved by Council Member Baker, seconded by Council Member Baskin, approving two sets of Council minutes from September 18, 2023. Carried.

CONSENT AGENDA

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

Licenses:

Massage Therapist: Jada DeClue, 1807 3rd Avenue SE

Movable Business, Infuzn Foods, LLC, Rochester

Movable Business: True Smoke BBQ, Oronoco

Temporary Liquor: Mower County Historical Society on November 3, 2023

Claims:

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

Event Applications:

Fire Station Open House on October 11, 2023

Downtown Trick or Treat on October 28, 2023

Carried.

PUBLIC HEARINGS

Public hearings were held for the fall assessments on the agenda. For each type of assessment, the individual property owners were mailed a notice of hearing and a public notice was also published in the Austin Daily Herald.

A public hearing was held for the assessment of sanitary sewer assessments.

There were no public comments.

Moved by Council Member Baker, seconded by Council Member Fischer, adopting the assessment roll for sanitary sewer assessments. Carried 7-0.

A public hearing was held for assessments for miscellaneous sidewalk and driveway projects.

There were no public comments.

Moved by Council Member Baker, seconded by Council Member Baskin, adopting the assessment roll for miscellaneous sidewalk and driveway projects. Carried 7-0.

A public hearing was held for the assessment of 2023 snow removal.

There were no public comments.

Moved by Council Member Baker, seconded by Council Member Fischer, adopting a resolution for assessments for 2023 snow removal. Carried 7-0.

A public hearing was held on assessments for 2023 junk and garbage removal.

There were no public comments.

Moved by Council Member Postma, seconded by Council Member Fischer, adopting a resolution for assessments for 2023 junk and garbage removal. Carried 7-0.

A public hearing was held for the assessments for 2023 grass and weed removal.

There were no public comments.

Moved by Council Member Fischer, seconded by Council Member Baskin, adopting a resolution for assessments for 2023 grass and weed removal. Carried 7-0.

A public hearing was held for assessments for administrative citations.

There were no public comments.

Moved by Council Member Postma, seconded by Council Member Baskin, adopting a resolution for the assessment of Park and Recreation administrative citations. Carried 7-0.

Verne Olson, 1304 16th Avenue SW, stated he has received multiple citations for front yard parking. He paid the first citation and asked the Council to forgive the second one in the amount of \$150.

Planning and Zoning Administrator Holly Wallace stated the first citation was for a boat parked on the lawn and the second for a vehicle parked in the front yard.

Norma Olson stated she purchased the property in 1987 and she has traditionally used the area for parking right in front of the house.

Moved by Council Member Fischer, seconded by Council Member Baker, affirming the citation for Verne Olson. Carried 6-1 with Council Member-at-Large Austin voting nay.

There were no additional public comments.

Moved by Council Member Baker, seconded by Council Member Fischer, adopting a resolution for the assessment of zoning administrative citations. Carried 7-0.

Moved by Council Member Baker, seconded by Council Member Baskin, adopting a resolution for the assessment of rental housing administrative citations. Carried 7-0.

Moved by Council Member Fischer, seconded by Council Member Postma, adopting a resolution for the assessment of sump pump administrative citations. Carried 7-0.

Moved by Council Member Postma, seconded by Council Member Fischer, adopting a resolution for the assessment of building department administrative citations. Carried 7-0.

A public hearing was held for the assessment of unpaid vacant property fees.

There were no public comments.

Moved by Council Member Fischer, seconded by Council Member Baskin, adopting a resolution for the assessment of unpaid vacant property fees. Carried 7-0.

A public hearing was held for tree removal.

There were no public comments.

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, adopting a resolution for the assessment of tree removal costs. Carried 7-0.

A public hearing was held for the assessment of hazardous housing abatements.

There were no public comments.

Moved by Council Member Fischer, seconded by Council Member Baskin, adopting a resolution for the assessment of hazardous housing abatements. Carried 7-0.

A public hearing was held for the assessment of senior deferral assessments.

There were no public comments.

Moved by Council Member Baskin, seconded by Council Member Poshusta, adopting a resolution for the assessment of senior deferral assessments. Carried 7-0.

AWARDING BID

The City received the following bids for the Todd Park Trail box culvert:

Contractor	Total Bid
Fitzgerald Excavating	\$116,648.00
Ulland Brothers, Inc.	\$169,564.00

Public Works Director Steven Lang stated the project would consist of removing the existing trail bridge over Wolf Creek and the construction of a box culvert in that same location. The project funding would come from a \$100,500 Hormel Foundation grant with the remaining from the Capital Improvement Fund. Mr. Lang recommended awarding the bid to Fitzgerald Excavating.

Moved by Council Member Baskin, seconded by Council Member Fischer, awarding a bid to Fitzgerald Excavating for Todd Park Trail box culvert replacement. Carried 7-0.

Moved by Council Member Baker, seconded by Council Member Helle, awarding the bid for group life insurance to Lincoln Financial. Carried 7-0.

Moved by Council Member Postma, seconded by Council Member Baskin, awarding the bid for long term disability insurance to Lincoln Financial. Carried 7-0.

PETITIONS AND REQUESTS

Public Works Director Steven Lang requested Council authorization for the sale of a 2006 Sterling snow plow truck with front plow, wing, belly plow and sander. He stated he believes the City will receive the most money for the truck on auction.

Council Member Baker questioned if the City would get more for the truck trading it in versus placing it on the auction.

Moved by Council Member Postma, seconded by Council Member Poshusta, authorizing the action sale of a 2006 Sterling snow plow truck. Carried 6-1 with Council Member Baker voting nay.

Director of Administrative Services Tom Dankert stated the Council recently adopted a resolution authorizing City staff to submit necessary documentation to the PFA for the \$14.5 million grant for the Waste Water Treatment Plant project. The PFA has requested a resolution to ensure the matching funds from Hormel Foods are committed to the project. Mr. Dankert requested the Council adopt the resolution.

Moved by Council Member Baker, seconded by Council Member-at-Large Austin, adopting a resolution committing to use Hormel Foods Corporation's EPRP payments toward the Waste Water Treatment Plant expansion. Carried 6-0 with Council Member Baskin abstaining.

City Administrator Craig Clark requested the Council authorize \$1,500 from fund balance for an in-home child care provider appreciation brunch at the Austin Country Club.

Council Member Baskin asked if the brunch will make an impact. He stated the use of the funds may not be the best investment.

Council Member Baker stated he is not supportive of the donation because it does not address the problem of child care shortages in Austin.

Council Member Postma stated he attending one of the meetings where this idea was brought up and it was thought up to try to increase participation in the childcare discussion.

Moved by Council Member Helle, seconded by Council Member Postma, approving \$1,500 from fund balance for an in-home childcare provider appreciation brunch hosted by Austin Aspires. Motion failed 2-5 with Council Members Baker, Baskin, Fischer, Poshusta, and Council Member-at-Large Austin voting nay.

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

HONORARY COUNCIL MEMBER COMMENTS

Honorary Council Member An Le stated the Pride Festival is on October 7th from 12:00 to 8:00 at the Mower County square.

REPORTS

Council Member Helle stated the Parks Department is in the process of hiring the next director. She also noted that employee work groups going to meet with consultants on Wednesday, October 4th.

Council Member Postma stated at the Discover Austin meeting Double Tree renovations and rebranding by February 1, 2024.

Council Member Baker asked the leaders at the City to talk to their employees and encourage participation in the City meetings.

Council Member Baskin working on strategic roadmap for the Port Authority for the next ten years.

Mayor King stated the Hormel Institute is hiring a new director from Penn State.

Moved by Council Member-at-Large Austin, seconded by Council Member Postma, adjourning the meeting to October 16, 2023. Carried.

Adjourned: 6:08 p.m.

Approved: October 16, 2023

Mayor: _____

City Recorder: _____

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: Tom Dankert ^{TD}
Director of Administrative Services

DATE: October 16, 2023

RE: Austin/Mower County Homeownership Board
S:\A-MC HF\2023\Miscellaneous\Heichel Appointment.doc

The City Council needs to appoint one member from the membership of the Austin Board of Realtors (now the Southeastern Minnesota Association of Realtors) to be a representative on the Austin/Mower County Homeownership Board.

Kris Heichel, the branch manager with Fairway Independent Mortgage Corporation here in Austin is just completing her fourth term and has volunteered to stay on the committee for another three-years (expiring 12/31/26). Ms. Heichel has used our program extensively over the past several years and is very familiar with how it operates, and we believe would be a real asset to helping us get loans out to buyers within the Mower County Area.

I would request the City Council approve this appointment at their next meeting.

RESOLUTION NO.

ACCEPTING DONATIONS TO THE CITY OF AUSTIN

WHEREAS, the City has received gift as follows:

Gift	Donor	For
Sewer Pipe Valued at \$8,500	Hansen Hauling	Street Dept Project
\$500	Michael and Jodi Miller	Fire Dept Weight Room In honor of the late Captain Fett
\$500	First Congregational Church	HRC Community Pride
\$500	All Are Welcome Here, LLC	HRC Community Pride
\$500	Hormel Institute	HRC Community Pride
\$500	Pfund Foundation	HRC Community Pride
\$500	Riverland Community College Gay Straight Alliance	HRC Community Pride
\$500	Spyhalski Law Office	HRC Community Pride
\$250	Episcopal Church	HRC Community Pride
\$250	Games People Play	HRC Community Pride
\$250	Mayo Foundation	HRC Community Pride
\$250	VFW Post 1216	HRC Community Pride
\$250	Wolfe & Co.	HRC Community Pride
\$200	MN Historical Society	HRC Community Pride
\$100	Cheers Liquor	HRC Community Pride
\$100	Farmers Insurance Mike Looman Agency	HRC Community Pride
\$100	Gravity Storm Brewery	HRC Community Pride
\$100	Huffman Flooring & Design	HRC Community Pride

\$100	Pro Plumbing & Heating	HRC Community Pride
\$100	Superfresh Produce Bakery	HRC Community Pride
\$60	Annie Grimm	HRC Community Pride
\$50	Muse: A Boutique Salon	HRC Community Pride
\$433.15	Anonymous	HRC Community Pride

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

Passed by a vote of yeas and nays this 16th day of October, 2023.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

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

To: Mayor and Council Members

From: Craig D. Clark, City Administrator

RE: Foreclosed property 34.365.3020 1004 11th Ave. SW and 34.340.0740 907 13th Ave. SE

As part of the notice from Mower County on tax foreclosed property we are suggesting that the properties, 34.365.3020 1004 11th Ave. SW and 34.340.0740 907 13th Ave. SE, be transferred to the Austin Housing and Redevelopment Authority.

As we know from the CRE report, housing values continue to struggle as many have code compliance issues. As a continued effort for the HRA to further demonstrate the importance of protecting our existing housing stock the two properties at 1004 11th Ave. SW and 907 13th Ave. SE should be utilized by doing a rehab effort on these affordable units and keep a dwelling unit from further deterioration or otherwise continuing to be a distressed property.

In order to assist with this effort, I would suggest that we utilize the newly established state housing aid we will receive in December of this year of \$120,070 for rehab of these units (Exhibit 1). Performing needed maintenance on these units helps keep values up for adjoining properties and those in the immediate neighborhood. Our efforts will work to bring them up to a higher standard beyond what might be the case if a private contractor purchased these units where we don't have to make entirely the same business decisions that they would. Our goal is preservation of affordable units for a longer-term time horizon and would be the priority use of the \$120,070 funds. Any resources not utilized for these two specific properties would be able to be utilized for the HRA's CHIP II program for general property rehab efforts.

Council action is requested to approve the dedication of the 2023 allotment of local housing aid to the HRA for use of rehab of the two identified properties.

2023 Statewide Affordable Housing Aid: Cities

CITY	CERTIFIED 2023 STATEWIDE AFFORDABLE HOUSING AID
Albert Lea	\$89,520
Alexandria	\$101,341
Austin	\$120,070
Bemidji	\$113,627
Big Lake	\$34,074
Brainerd	\$96,242
Buffalo	\$84,884
Cloquet	\$64,810
Duluth	\$519,641
Elk River	\$94,063
Fairmont	\$54,797
Faribault	\$103,798
Fergus Falls	\$100,275
Grand Rapids	\$72,228
Hermantown	\$55,399
Hibbing	\$66,896
Hutchinson	\$68,658
Mankato	\$288,957
Marshall	\$72,506
Monticello	\$60,870
Moorhead	\$260,817
New Ulm	\$53,684
North Branch	\$49,929
North Mankato	\$66,016
Northfield	\$75,056
Otsego	\$52,757
Owatonna	\$133,051
Red Wing	\$95,500
Rochester	\$545,926
Sartell	\$84,606
Sauk Rapids	\$56,048
St. Cloud	\$375,973
St. Michael	\$43,670
St. Peter	\$44,412
Willmar	\$101,017
Winona	\$144,224
Worthington	\$54,658
STATEWIDE	\$4,500,000

RESOLUTION NO
ACCEPTING AND ALLOCATING STATEWIDE
AFFORDABLE HOUSING AID

WHEREAS, beginning in 2023, the State of Minnesota will provide jurisdictions Statewide Affordable Housing Aid to develop and preserve affordable housing within their jurisdictions; and

WHEREAS, the City of Austin is expected to receive \$120,070 on December 26, 2023; and

WHEREAS, the funding must be used for a qualifying project which includes rehabilitation of existing structures; and

WHEREAS, the Housing and Redevelopment Authority and the City of Austin are partnering to acquire two forfeited properties, 1004 11th Avenue SW and 907 13th Avenue SE, from Mower County, and

WHEREAS, the City would like to allocate its Statewide Affordable Housing Aid to the Housing and Redevelopment Authority for the improvement of the two forfeited properties or other qualified HRA properties; and

WHEREAS, by accepting said Statewide Affordable Housing Aid, the Housing and Redevelopment Authority hereby agrees to be responsible to all annual reporting to the Minnesota Housing Finance Agency; and

NOW THEREFORE BE IT RESOLVED, The City Council hereby accepts the Statewide Affordable Housing Aid in the amount of \$120,070;

AND NOW THEREFORE BE IT FURTHER RESOLVED, that the City Council allocates said Statewide Affordable Housing Aid in the amount of \$120,070 to the Housing and Redevelopment Authority for a qualifying housing project, subject to the approval of the Mower County Board granting the two forfeited properties to the City/HRA.

Passed by a vote of yeas and nays this 16th day of October, 2023.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

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: October 11, 2023
Subject: Reassessment of forfeited property

The first proposed resolution lists the properties that were forfeited to the State of Minnesota for non-payment of real estate taxes in tax year 2023 that had outstanding special assessments. In order to reassess the properties for these special assessments the City needs to pass a resolution declaring the amount of the outstanding assessments on each parcel. The parcels will then go to public auction by Mower County.

The second resolution is also for properties that were forfeited in 2023, however, instead of being sold at public auction, the City is requesting the County Board convey them to the City for affordable housing purposes.

Please let me know if you have any questions.

RESOLUTION NO.

RESOLUTION APPROVING COUNTY BOARD CLASSIFICATION OF FORFEITED TAX PROPERTY, PUBLIC SALE OF SAID PROPERTY AND DECLARING THE CITY'S INTENTION TO REASSESS UNPAID ASSESSMENTS

WHEREAS, the City Council of the City of Austin has received certificates from the County Board of Mower County certifying that the following land is classified as nonconservation land and sale of said parcels to the adjacent property owners or at public sale:

- 34.020.0190 Lot 20, Block 1, Babcock Park Addition to the City of Austin, Mower County, Minnesota.
304 11th Avenue SW
- 34.190.1290 N 150 feet of Outlot 64, Decker Acres Addition to the City of Austin, Mower County, Minnesota.
1916 3rd Avenue NE
- 34.600.0700 N 50 feet of Lot 3, except E 35 feet of the North 50 feet and the East 25 feet of the North 50 feet of Lot 2, Block 9, Railroad Addition to the City of Austin, Mower County, Minnesota.
1004 7th Avenue NE
- 34.830.0150 W 60 ½ feet and the E 121 feet, Outlot 6, NE ¼ Section 10, Township 103 North, 18 West, City of Austin, Mower County, Minnesota.
408 8th Avenue SE
- 34.839.0150 Outlot 9, exc S1049.59 ft & exc 3.56 AC in NE ¼, in the Outlots in the W ½ Section 23, Township 103 North, Range 18 West, City of Austin, Mower County, Minnesota.
- 34.839.0190 .56 acres in the NE corner of Outlot 9, in the Outlots in the W ½ of Section 23, Township 103 North, Range 18 West, City of Austin, Mower County, Minnesota.
808 38th Avenue NE

AND, WHEREAS, there remains principal and interest on unpaid assessments as described below:

- 34.020.0190 Lot 20, Block 1, Babcock Park Addition to the City of Austin, Mower County, Minnesota.
304 11th Avenue SW **\$4,496.06**
- 34.190.1290 N 150 feet of Outlot 64, Decker Acres Addition to the City of Austin, Mower County, Minnesota.
1916 3rd Avenue NE **\$21,012.19**
- 34.600.0700 N 50 feet of Lot 3, except E 35 feet of the North 50 feet and the East 25 feet of the North 50 feet of Lot 2, Block 9, Railroad Addition to the City of Austin, Mower County, Minnesota.
1004 7th Avenue NE **\$11,990.32**

- 34.830.0150 W 60 ½ feet and the E 121 feet, Outlot 6, NE ¼ Section 10, Township 103 North, 18 West, City of Austin, Mower County, Minnesota.
408 8th Avenue SE **\$14,120.67**
- 34.839.0150 Outlot 9, exc S1049.59 ft & exc 3.56 AC in NE ¼, in the Outlots in the W ½ Section 23, Township 103 North, Range 18 West, City of Austin, Mower County, Minnesota.
\$346,115.69
- 34.839.0190 .56 acres in the NE corner of Outlot 9, in the Outlots in the W ½ of Section 23, Township 103 North, Range 18 West, City of Austin, Mower County, Minnesota.
808 38th Avenue NE **\$24,933.63**

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

That the foregoing classification as set forth above by the County Board of Mower County, Minnesota is hereby approved and that the City Council of the City of Austin approves the sale of said parcels to the adjacent property owners or at public sale.

BE IT FURTHER RESOLVED that it is the intention of the City of Austin to reassess the cancelled and unpaid levied special assessment remaining after the sale of such property.

Passed by a vote of Yeas and Nays this 16th day of October, 2023.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.

**RESOLUTION APPROVING COUNTY BOARD CLASSIFICATION OF FORFEITED
TAX PROPERTY AND DECLARING THE CITY'S INTENTION TO REDEVELOP
SAID PROPERTY**

WHEREAS, the City Council of the City of Austin has received a certification from the County Board of Mower County certifying that the following land is classified as nonconservation land:

34.340.0740 Lot 12, Block 6, Kaufman Second Addition to the City of Austin, Mower County,
Minnesota.
907 13th Avenue SE

34.365.3020 Lot 24, Block 12, Kenwood Park Place Addition to the City of Austin, Mower County,
Minnesota.
1004 11th Avenue SW

AND, WHEREAS, there remains principal and interest on unpaid assessments as described below:

34.340.0740 Lot 12, Block 6, Kaufman Second Addition to the City of Austin, Mower County,
Minnesota.
907 13th Avenue SE **\$0.00**

34.365.3020 Lot 24, Block 12, Kenwood Park Place Addition to the City of Austin, Mower County,
Minnesota.
1004 11th Avenue SW **\$1,067.51**

AND WHEREAS, the County Board may, upon written request from the City, convey property for less than its market value if the reduced price will lead to the development of affordable housing.

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

That the foregoing classification as set forth above by the County Board of Mower County, Minnesota is hereby approved and that the City Council of the City of Austin requests that the above-listed properties be conveyed to the City of Austin and will be used for the development of affordable housing.

Passed by a vote of Yeas and Nays this 16th day of October, 2023.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

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: Thomas Dankert
Director of Administrative Services

DATE: October 16, 2023

SUBJECT: Insurance Waiver for 2024
U:\Word\2023\Miscellaneous\Insurance Waiver for 2024.doc

Attached you will find a waiver form that is required by our insurance carriers, League of Minnesota Cities. We are required to pass a motion authorizing the City Recorder/Treasurer to sign the waiver indicating the City does not waive the statutory tort limits. This identifies the maximum amount a claimant could receive for a single occurrence to which the statutory limits apply to \$500,000. Also, the total all claimants would be able to receive from any single event would be limited to \$1,500,000.

If the City waives these limits, it could expose us too much greater loss in the event we were to be sued under for any event that falls under this statute. However, claims to which the statutory municipal tort limits do not apply are not affected by this decision.

If you have any questions, please do not hesitate to give me a call at 437-9959.

LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: City of Austin

Check one:

☒ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: October 16, 2023

Signature: _____

Position: Director of Administrative Services



Liability Waiver

AUSTIN, CITY OF - P&C



Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision not to waive the statutory limits has the following effects:

1. *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000, on any claim to which the statutory tort limits apply. The total which all claimants able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the excess liability coverage.
2. *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
3. *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision. This decision must be made by the city council. Cities purchasing coverage must complete and return this form before the effective date of the coverage. For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

For more information download the Liability Waiver Form (<https://www.lmc.org/wp-content/uploads/documents/Liability-Coverage-Waiver-Form.pdf>)

[Submit Renewal](#)

[Print](#) (/Reports/PrintRenewalMaster?inProgramNbr=0011&cityID=0000011186&inLOB=PC&inFormID=19672)

I have completed this section

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, City Clerk
Re: Food Licensing Ordinance Changes
Date: October 11, 2023

We received a call from the Department of Ag questioning our legality to issue food licenses at a local level. From what I can tell, we have issued this type of license for over 40 years. Regardless, the statutes state a business can only be required to have one food license. Since we do not have the staff or training to inspect like the State does, we must defer to the State on this.

It is unfortunate because we have used our food license as an option for enforcement when the State refused to step in during a dangerous restaurant situation. We also give a lot of guidance to local businesses in this area.

This will be a \$10,000 decrease in the licensing budget for 2024.

Please contact me if you have any questions or need any additional information prior to Tuesday's meeting.

City of Austin
ORDINANCE NO. _____

**AN ORDINANCE REPEALING CERTAIN
LICENSING REQUIREMENTS**

THE CITY OF AUSTIN ORDAINS:

The following Section of Austin's City Code is repealed in its entirety:

Section 6.47 – Food Service

Any existing licenses issued under these sections for 2023 shall continue until they expire. Any fees already paid or collected for any such licenses for 2024 shall be refunded.

Passed by the City Council of the City of Austin this _____ day of October, 2023.

YEAS _____

NAYS _____

APPROVED:

Stephen M. King, Mayor

ATTEST:

Tom Dankert, Recorder

This ordinance was introduced on October ____, 2023; , approved on _____, 2023; was published in the Austin Daily Herald on _____, 2023; and becomes effective _____, 2023

RESOLUTION NO.

GRANTING CLUB ON-SALE LICENSE & SUNDAY ON-SALE LICENSE

WHEREAS, the persons hereinafter named have applied to the City Council at Austin, Minnesota, for licenses to club on-sale hard liquor and Sunday on-sale liquor at the respective address listed below; and

WHEREAS, after due investigation, it appears said applicants for said 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 club on-sale liquor and Sunday on-sale liquor to the following named licensee at the following location in Austin, Minnesota, which license shall expire December 31, 2023, subject, however, to approval of the Minnesota Alcohol & Gambling Enforcement Division.

Hormel Historic Home, Inc.

208 4th Avenue NW & outdoor fenced patio
and garden area

Passed by a vote of yeas and nays this 16th day of October, 2023.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

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



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

Memorandum

To: Mayor & City Council
From: Austin Planning Commission
Date: October 11, 2023
Re: Fence Appeal Submitted by David Lammers 1300 19th Ave SW

During the September 12, meeting of the Austin Planning Commission, the commission reviewed a fence appeal submitted by David Lammers, for a privacy fence over six feet tall installed on the property line of the rear side yard (within the 12.5 ft setback area). The property is located on a corner lot. City ordinance requires council approval for fences over 6 foot tall and for fences within the 12.5 foot setback area for privacy fences on corner lot side yards.

At the city council meeting on September 16, the city engineer asked for additional review of the intersection, taking into consideration the crosswalk, school, and 12th Street specifically. The matter was sent back to Planning Commission for further review.

On October 10, Planning Commission reviewed the fence appeal, focusing on the intersection and the concerns highlighted. With six Planning Commission members present, the commission recommended approval of this request with the following condition: no additional landscaping be done above ground level on the East side of the property. The vote was as follows:

6 - Ayes

0 - Nays

- This recommendation comes from a discussion of the impacts on neighboring properties, public right of way, review of practical difficulties and reasonableness of the petitioner's requested use.

Petitioner: David Lammers
1300 19th Ave SW
Austin, MN 55912

Property Location: 1300 19th Ave SW

Legal Description: N/A

Present Land Use: Residential

Zoning Classification: "R-1" Single Family Residential

Surrounding Land Uses and Zoning Classification: All "R-1" Residential

Requested Action: The petitioner appeals from Austin City Code Section 4.70 Subd. 5. A solid or opaque fence may be constructed, but must be setback 25 feet in a front yard and 12.5 feet in a corner side yard and not exceed 6 feet in height, in an "R-1" Residential District. The Petitioner wishes to install a 7 & 8-foot privacy fence on the property line of his rear side yard, which will not comply with the height restriction or required 12.5 ft setback.

Staff Report: The proposed fencing is a 7 & 8-foot-tall privacy fence located on a corner lot. The petitioner is already close to being done with the project.

Staff Recommendations:

1. The fence is restricted to the back yard.
2. There is a sidewalk the East side of the property.
3. The fence should not affect visibility.

UPDATED 10/5/23

City engineer, Steven Lang requested additional photos for council to review regarding potential visual obstruction by the fence at the intersection of 12th St and 19th Ave SW. The council recommended sending the matter back to Planning Commission to review the additional photos and make a recommendation to council.

Please consider the following in light of the proposed fence:

1. Does the location near Southgate create additional safety concerns?
2. Is there a safety concern regarding traffic on 12th Avenue?
3. Does the location of the crosswalk create any additional safety concerns?

See additional photos attached. (New photos are not dated).

APPLICATION FOR CONSIDERATION OF PLANNING REQUEST

(This form should be filled out in duplicate by typing or printing in ink)
Applications are due by the 20th day of the prior Month
i.e. an application for a June meeting is due by May 20th

CITY OF AUSTIN

SEP 6 2023

76142-cc

Street Location of Property: 1300 19th Ave SW #
Legal Description of Property: Lot 17 Block 1 South gate # Second
addition City of Austin Minnesota

Owner: Name David Lammers Phone 507-201-7250
Address 1300 19th Ave SW
City Austin State MN Zip 55912

Type of Request: ☒ Fence Variance ☐ CUP ☐ IUP ☐ Rezone ☐ Other
Fee Total \$ 150

Applicable to Section _____ of the Austin City Zoning Ordinance, as amended

Description of Request allow for Taller Fence SE corner 7'
8' NE corner at 8'2", Set Back on East wall
to be 6 Feet back from side walk

Reason for Request The fence is on top of a hill that is
about 3 Feet above side walk on a Retaining wall
and I ~~am~~ already close to being done

Present Zoning Classification _____

Existing Use of the Property Homestead

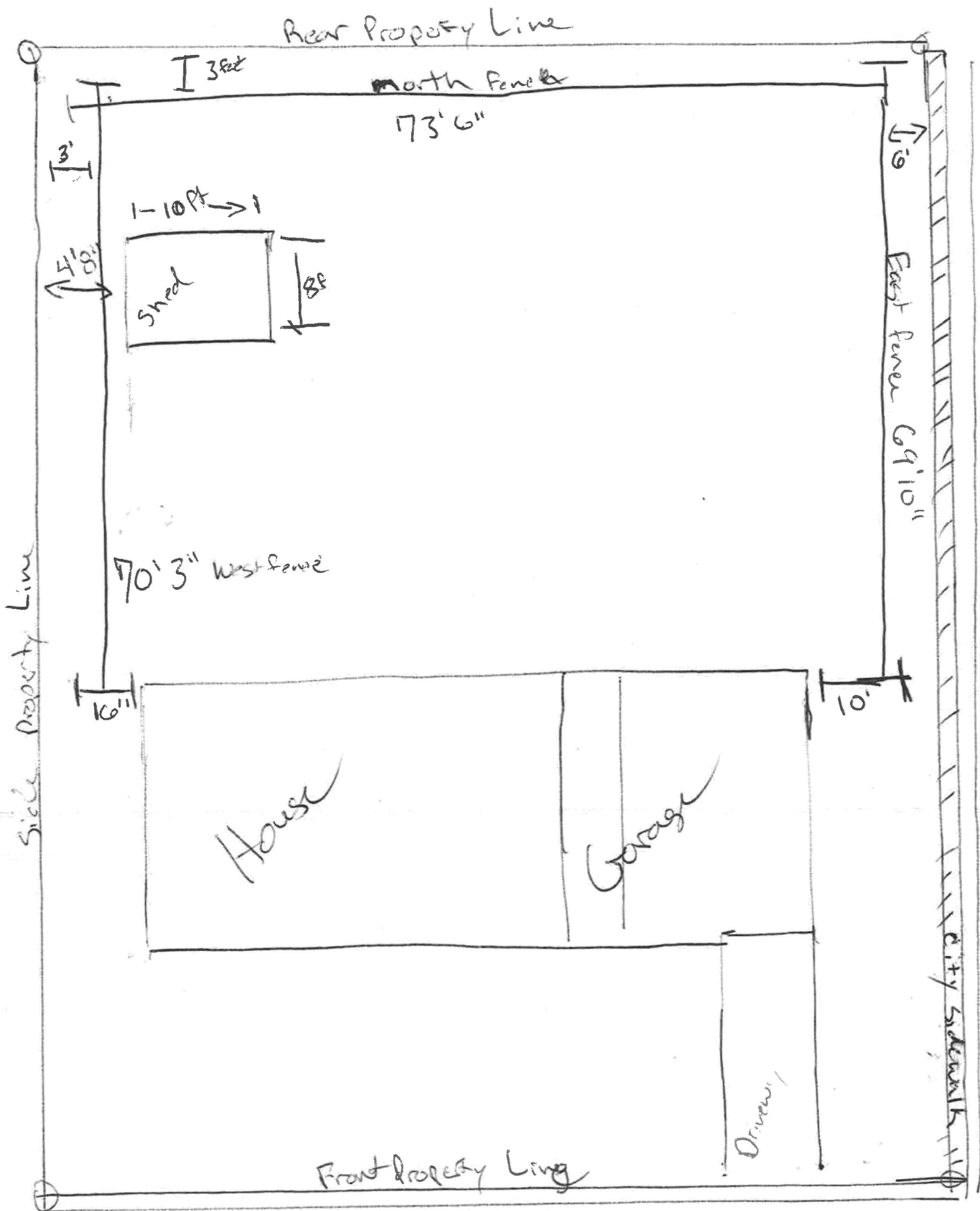
Has a request for a rezoning, variance, or conditional use permit on the subject site or any part thereof been
previously sought? no When? _____

Signature of Applicant David L Date Sep 06 2023

Approved _____ Denied _____ by the Planning Commission on _____ (date)

Approved _____ Denied _____ by the Common Council

Comments _____



TIME STAMP 

September 5, 2023
3:06 PM











City of Austin
500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773
www.ci.austin.mn.us



Craig D. Clark, MPA
City Administrator
507-437-9941
craigc@ci.austin.mn.us

MEMO

To: Honorable Mayor and City Council Members

From: Craig D. Clark
City Administrator

Date: October 11, 2023

Subject: Request for alcohol at the Ruby Rupner Auditorium

The Southeastern Minnesota League of Municipalities (SEMLM) will be meeting on October 30, 2023 at the Ruby Rupner Auditorium for their Fall Event. SEMLM is requesting that alcohol be available for this event but the restrictions at the Nature Center only would allow this by specific Council approval. Tienda Y Taqueria Guerrero will be catering the event and has a mobile catering liquor license so this request can be fulfilled if Council approves.

The Park and Recreation Board approved this request at their October 4, 2023 meeting. We are requesting the Council approval for alcohol at the Ruby Rupner Auditorium on October 30, 2023.

Let me know if you have any questions.

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: October 12, 2023
Subject: Automated Weather Observation System (AWOS)

At the June 5th, 2023 Council Meeting we presented the follow project for approval:

As part of our airport operations, we are required to have an automated weather observation system (AWOS) for flight planning and pilot information. MnDOT has indicated that our existing system needs replacement. Multiple steps are required to complete replacement of the existing system:

	<u>Estimated Cost</u>	<u>State (70%)</u>	<u>Local (30%)</u>
• Phase 1, Planning & Environmental	\$62,000	\$43,400	\$18,600
• Phase 2, Design	\$40,000	\$28,000	\$12,000
• Phase 3, Construction	\$90,000	\$63,000	\$27,000
• Total Cost	\$192,000	\$134,400	\$57,600
• Phase 1, AWOS Site Selection Planning Study & Environmental Review			
○ Project Initiation, Coordination and Administration			
○ AWOS Site Selection and Planning Study			
○ Future Parcel Title Work Review (if necessary)			
○ Documented Categorical Exclusion Environmental Form			
○ Phase 1 Archaeological Survey (PaleoWest/Commonwealth Heritage Group)			

In order to meet the MnDOT requirements, we would recommend moving forward with the proposal from SEH in the amount of \$62,000 for the first phase of Planning & Environmental work for the project. Costs will be funded from the Airport Fund, with 70% reimbursement from the State. If you have any questions, please contact me.

Soon after, MnDOT put a hold on all AWOS projects while they reviewed the cost share participation policy. MnDOT has now developed a new cost share policy, whereas, MnDOT will cover 100% of the costs associated with AWOS projects. While the project has been on hold SEH and their subconsultant (archeological survey) have implemented increases in their standard fees. As a result, the SEH proposal to complete the work for Phase 1, Planning & Environmental has increased from \$62,000 to \$68,000.

I would request that Council rescind the original contract agreement with SEH from June 2023 and approve the new contract in the amount of \$68,000, of which, 100% of the costs will be covered by a MnDOT grant. Please feel free to contact me if you have any questions. Thanks

RESOLUTION NO.

RESOLUTION RESCINDING RESOLUTION No. 16786

WHEREAS, the City Council passed resolution no. 16786 on June 5, 2023; and,

WHEREAS, the Council desires to rescind the resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Austin that Resolution No. 16786 is hereby rescinded in all respects.

Passed by a vote of yeas and nays this 16th day of October, 2023.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

ARCHITECT/ENGINEER AGREEMENT
Between

City of Austin, Minnesota

(OWNER)

and

Short Elliott Hendrickson Inc.

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the City of Austin, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Austin Municipal Airport, entitled:

Phase 1: AWOS Site Selection Planning Study & Environmental Review,

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

- ☒ 1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

- ☐ 2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14E, dated September 30, 2014, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
 - 1) Travel and subsistence.
 - 2) Computer services.

- 3) Outside professional and technical services.
 - 4) Identifiable reproduction and reprographic charges.
 - 5) Expendable field supplies and special field equipment rental.
 - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

- ☐ 3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
 3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
 4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
 5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.

8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.

10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.

12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.

13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.

B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or

processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- ☐ \$10,000 or less
- ☐ \$10,001 to \$25,000
- ☐ \$25,001 to \$100,000 or
- ☐ \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

City of Austin
c/o Steven Lang, City Engineer/Dir. of Public Works
500 Fourth Avenue N.E.
Austin, MN 55912-3773

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

City of Austin, MN

Short Elliott Hendrickson Inc.

OWNER

CONSULTANT

By

By



Attest

Attachments: A, B

Attachment A
Scope of Work
Phase 1: AWOS Site Selection Planning Study
& Environmental Review
Austin Municipal Airport (AUM)
Austin, Minnesota
April 25, 2023

The Automated Weather Observation System (AWOS) at the Austin Municipal Airport (AUM) is aging and need of replacement. This Site Selection Planning Study will review the AWOS's existing location as well as alternative future location(s) for replacement of the AWOS. This scope includes completing an AWOS Site Selection Study including a survey to determine airspace obstructions, and an environmental review including preparation of a Documented Categorical Exclusion (CATEX) Form [for categorically excluded activities under FAA Order 1050.1F paragraph 5-6.3(c)] and associated studies.

Project Deliverables – The project deliverables of this scope included:

1. AWOS Site Selection Planning Study Memo
2. Wetland Delineation Report
3. FAA Airspace Study (Form 7460-1 Submittal)
4. ALP Sheet Update (if required)
5. Documented Categorical Exclusion (CATEX) Form
6. Phase I Archeological Survey Report

Study Element 1: Project Initiation, Coordination and Administration

Task 1.1 – Project Scoping and Contract Development – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the City of Austin to develop the appropriate work scope, define tasks, lines of communication and establish project goals, objectives or areas of interest. Project fees will be prepared using the final Scope of Work. This task includes project scoping meetings with the City of Austin, MnDOT Aeronautics, and FAA, and responding to proposed revisions to the scope from each entity. An agreement will be developed from the final Scope of Work and approved fees. The agreement will be provided to the City and MnDOT for review and approval prior to a contract being executed. This task also includes time to coordinate scopes of services with subconsultants and development of subconsultant contracts.

Task 1.2 – Project Coordination and Administration - SEH will maintain contact with the City of Austin, MnDOT, and FAA through e-mail, phone, and deliverables. The City of Austin, MnDOT, and FAA will have the opportunity to review and comment on the project deliverables. This task includes time to coordinate and build consensus with these groups and time to make revisions per their recommendations. Subconsultant coordination is included in this task.

SEH will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties include preparation of a budget and schedule, holding internal project meetings to monitor progress, and preparing monthly invoices.

Task 1.3 – Quality Assurance and Control – SEH will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, SEH will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports, and other products included in this Scope of Work.

Task 1.4 – Agency Meetings & Coordination –The FAA and MnDOT will have the opportunity to review and comment on the project deliverables. This task includes time to coordinate, meet, and build consensus with these groups and also time to make revisions per their recommendations. It is anticipated that up to three (3) meetings will take place with the MnDOT and/or FAA through virtual meetings. The topics and schedule of the coordination meetings will be determined and scheduled as needed throughout the project with input from the City and MnDOT. The three meetings may cover the following topics or decision points:

1. Project Kick-Off, preliminary AWOS site alternatives, and review of Owners and Encumbrance findings (**Study Element 3**);
2. Preliminary AWOS site alternatives and environmental overview;
3. Final/Chosen AWOS Site

Deliverable: Project scope, agreement, budget, schedule, and meetings.

Study Element 2: AWOS Site Selection Planning Study

Task 2.1 – AWOS Site Selection Study Report - The existing AWOS site will be evaluated for feasibility, and up to four (4) additional sites will be examined. FAA Order 6560.20C, *Siting Criteria for Automated Weather Observing Systems* will be utilized in the development of the AWOS site alternatives. The preferred site will be coordinated with FAA and MnDOT, and ultimately submitted via an ALP Sheet Update (see **Task 2.4**). AWOS site selection analysis includes electrical, access road, and construction access to the alternative sites, as well as finding from the Initial Owners and Encumbrance Report (**Study Element 3**). This Study does *not* include analysis of co-locating the future AWOS with FAA ILS Glide Slope antennae. The proposed action will be carried into NEPA (**Study Element 4**).

Task 2.2 – Level 2 Wetland Delineations – This task includes wetland delineation, reporting, and agency coordination services for the project. Field delineation will cover approximately 60 acres including cropped fields in the potential AWOS relocation area and the vicinity of the waste transfer station where tree obstruction removal may be needed. Wetland delineation will also include crop slide analysis for the cropped field areas. Procedures for mapping wetlands will follow the 1987 U.S. Army Corps of Engineers *Wetlands Delineation Manual* and the methods set forth in the applicable *Regional Supplement*. SEH will copy the FAA EPS on submittal of delineation report and correspondence with wetland regulatory authorities.

Task 2.3 – Drone Survey - A drone survey will be completed to collect field data for the existing and potential future AWOS sites. Topography, vegetation, and obstruction data will be collected utilizing a drone-based lidar sensor. The obstruction survey will identify the top elevations of objects in Mean Sea Level (MSL). The drone will be operated by an FAA Part 107 licensed pilot, and the operator will be accompanied by a visual observer (required for flights within airport property).

Task 2.4 – FAA Airspace Study Airport Layout Plan (ALP) Sheet Update: SEH will complete an FAA airspace study (Form 7460) to validate the proposed location. MnDOT will coordinate approval from the FAA metrological group for the proposed location. If the Site Selection Planning Study proposes the future AWOS in a different location than existing, Sheet 2 *Airport Layout Plan* will be updated to show the new preferred future AWOS location.

Deliverables: Site Selection Planning Study, Wetland Delineation Report, FAA Airspace Study (Form 7460-1), and ALP Sheet Update (if required).

Study Element 3: Future Parcel Title Work Review

The following identifies the proposed work to assist in the completion of the future property acquisitions.

Task 3.1 – Initial Owners and Encumbrance Information, and Title Opinions – The City Attorney or his/her designee will obtain Owners and Encumbrance information and prepare

an initial Attorney's Title Opinion on P.I.D.s 20.006.0150 and 20.006.0183. Research for the Attorney's Title Opinion will conform with the MN Marketable Title Act (MMTA). The City Attorney will provide to SEH land record documents for all impacted parcels related to the proposed acquisition.

Task 3.2 - Parcel Analysis – To the extent that the land records allow, SEH will map the current parcels of record and any encumbrances upon those parcels which are disclosed in the Title Opinion. SEH will work with the City Attorney to analyze and, if necessary, provide recommended solutions in coordination with the FAA for any encumbrances which are not compatible with the intended airport use. The initial Title Opinions and proposed actions to obtain clear title will be provided to the FAA for review *prior* to preparing the environmental documentation.

Deliverables: Two Initial Attorney's Title Opinions, Land Records, Maps of Parcels and Encumbrances, Identification of Potential Solution to Title Discrepancies

Study Element 4: Documented CATEX Form

Task 4.1 – Prepare Documented Categorical Exclusion (CATEX) Form – This task includes the preparation of a Documented CATEX for the AWOS relocation project. SEH staff will review all 14 impact environmental categories included in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*. The area of potential effect (APE) was determined as part of the Site Selection Study. Additional environmental reviews are documented in the remaining tasks of this Study Element.

Task 4.2. – Phase I Archeological Survey - A Phase I Archeological Survey will be completed within the Area of Potential Effect (APE), up to 15 acres. The Phase I archaeological survey will involve a systematic pedestrian survey of the archaeology APE to assess potential archaeological sites, identify areas of previous disturbance, and attempt to identify surface features that may not be depicted on historic maps or aerial photographs. Shovel testing will be employed in high potential areas where surface visibility is poor. In addition, limited shovel testing will be completed for sites identified during the pedestrian survey to determine the overall character and delineate the horizontal and vertical extent of sites that may be uncovered. This task will be completed by the subconsultant (PaleoWest / Commonwealth Heritage Group).

A report will be prepared describing project methodology, previous investigations, historical contexts, results, and recommendations. This report will be submitted to FAA for coordination with SHPO.

Deliverables: Documented CATEX, Phase I Archeological Survey Report

Optional Study Elements:

The following tasks are included in the scope of work and fee but can be authorized individually by the City. If not required by the FAA to satisfy environmental review requirements and authorized by the City in writing, work will not proceed, and the City of Austin will not be billed for these items.

Task O.1 - Phase I Environmental Site Assessment (ESA) – If an alternative that requires land acquisition is chosen as the preferred site (**Task 2.1**), a Phase I Environmental Site Assessment (ESA) will be completed for the Documented CATEX (**Task 4.1**). This task includes reviewing regulatory and historical records for the site and surrounding area, performing a reconnaissance of the site, interviews with personnel historically tied to the site, review of previous environmental investigation reports provided by the City, and presenting the results in a written report. This work will be completed in accordance with ASTM Practice E1527-21. HIG Historical will provide product historical information for the Phase I ESA.

Deliverables: Phase I Environmental Site Assessment Report

Attachment B
Estimated Fee and Expenses
Phase 1: AWOS Site Selection Planning Study
& Environmental Review
Austin Municipal Airport (AUM)
Austin, Minnesota

Task No.	Task Description	Project Manager	Planner	Drone Pilot	Land Surveyor	Senior Scientist	Scientist	Project Engineer
Study Element 1: Project Initiation, Coordination and Administration								
1.1	Project Scoping and Contract Development	8		2		2		
1.2	Project Coordination and Administration	8						
1.3	Quality Assurance and Control	8				2		4
1.4	Agency Meetings & Coordination (3 Virtual)	10	12					2
Study Element 2: AWOS Site Selection Planning Study								
2.1	AWOS Site Selection Study Report	16	40			4		8
2.2	Level 2 Wetland Delineation and Crop Slide Review		2			2	32	
2.3	Drone Survey		4	40				
2.4	FAA Airspace Study & ALP Sheet Update	2	8					2
Study Element 3: Future Parcel Title Work Review								
3.1	Initial Owners and Encumbrance Information, & Title Opinions				2			
3.2	Parcel Analysis	2			8			
Study Element 4: Documented CATEX Form								
4.1	Prepare Categorical Exclusion (CATEX) Form				2	2	16	
4.2	Phase I Archeological Survey		4		12	2	2	
Tasks 1-4 Total		\$37,788.34	270 Hours					

Optional Task: Phase I Environmental Site Assessment (ESA)								
O.1	Phase I Environmental Site Assessment (ESA)					4	26	
Optional Task Total		\$3,616.94	30 Hours					

Total hours per labor category	54	70	42	24	18	76	16
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ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	54	\$54.76	\$2,957.02
Planner	70	\$38.74	\$2,712.01
Drone Pilot	42	\$47.41	\$1,991.38
Land Surveyor	24	\$47.40	\$1,137.68
Senior Scientist	18	\$48.55	\$873.86
Scientist	76	\$37.00	\$2,812.35
Project Engineer	16	\$47.04	\$752.68

Total Direct Labor Costs:	300	\$13,236.98
General and Administrative Overhead (188%)		\$24,885.53
Total Labor Costs		\$38,122.51
Fee (15%)		\$ 5,718.38

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Equipment Usage	300	\$5.80	\$1,740.00
Mileage	420	\$0.65	\$273.00
Tier 4 Lidar Drone	1	\$2,200.00	\$2,200.00
SEH Drone Vehicle	7	\$4.90	\$34.30
Ground Control Rental Fee	1	\$300.00	\$300.00
R2 GPS Unit	8	\$15.00	\$120.00
Phase I Archeological Survey (PaleoWest / Commonwealth Heritage Group)	1	\$19,132.00	\$19,132.00
Optional: Phase I Environmental Site Assessment (HIG)	1	\$325.00	\$325.00
Total Expenses			\$24,124.30

SUMMARY:

Total Labor Costs + Fees + Expenses	\$67,965.19
Total	\$67,965.19
Estimated Total	\$68,000.00



CHRONICLE[™]
HERITAGE

T: (763) 354-9313
F: (602) 254-6280
info@chronicleheritage.com

Minneapolis, Minnesota
121 Washington Ave. n. 4th Floor
Minneapolis, Minnesota 55401

October 9, 2023

Natalie White
Short Elliott Hendrickson, Inc.
323 South Broadway,
Rochester, MN 55904

RE: Archaeological Resource Support for the Austin Airport Automated Weather Observing System Project, Mower County, Minnesota

Dear Ms. White,

Commonwealth Heritage Group, LLC, dba Chronicle Heritage (Chronicle), is pleased to provide Short Elliott Hendrickson, Inc (SEH) the following proposal and cost estimate for the Austin Airport Automated Weather Observing System Upgrade Project (Project) in Mower County, Minnesota. Based on the information provided by your office, we understand that the proposed Project area encompasses approximately 15 acres for an upgrade to the airport's automated weather observing system.

Chronicle understands that the Project falls under the regulatory oversight of the FAA and hence, requires federal permitting. SEH has requested that Chronicle provide archaeological resources support for the Project that includes: archival records research to assess the known cultural resources sites in the Project Area; archaeological survey of the Project for identification of new archaeological resources and sites; and reporting of results for review by regulating agencies.

Chronicle looks forward to assisting SEH with the Project. Chronicle has both the staff and expertise to meet the needs of the Project in a timely and cost-efficient manner. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Stephen Sabatke | Project Success Manager/Ambassador Program Manager
Chronicle Heritage



Project Tasks

The Project will consist of four primary tasks.

Task 1: Project Management and Coordination

Chronicle anticipates it will manage the archaeological resource documentation portion of the Project and provide updates, as needed, to SEH about the work effort. In addition, Chronicle anticipates it will attend one kickoff meeting with SEH and up to one other planning meeting to discuss how the archaeological survey will unfold, how the archaeology survey is proceeding, or what the findings of the archaeological resource survey efforts were. Chronicle will supply staff as appropriate to the discipline being discussed (e.g., GIS personnel, architectural lead staff, field archaeological personnel, field architectural personnel etc.) for the two meetings as determined at the time of need through notification from SEH about the topics of the meetings.

Task 1 Assumptions:

- A total of four hours is anticipated to cover Chronicle staff's participation in the kickoff meeting or planning meeting. Any services provided by Chronicle that go beyond four hours to prepare or participate in these two meetings will be charged on a time and materials basis.
- Coordination between Chronicle and SEH will be limited to phone conversations and email. No in-person meetings are anticipated.
- Chronicle will have no direct communication with any state, federal, or Tribal regulatory agencies except as described below in task two as it is associated with obtaining known site and survey data for the Project locale from the state.
- Chronicle assumes there will be no need to obtain a state license to complete the survey work as the survey will not occur on state public land.
- Chronicle's work does not provide for support for stakeholder outreach or Tribal engagement activities, coordination, or participation in survey, or report review. If these services are needed via request by SEH they will be covered under a separate scope that address that work.
- No GIS services are anticipated as part of these management and coordination activities. Chronicle can revise this submission, or bill any GIS work needed on a time and materials basis, to account for any GIS services needed for meeting support.

Task 1 Deliverables:

No deliverables are anticipated for this task.

Task 2: Literature Review

Chronicle will complete a literature review for the Project by coordinating with SHPO and reviewing information found on the OSA Portal to identify sites within the Project study area (which equates to the APE as provided by SEH on 04/04/2023 plus 1 mile buffer around the project boundary). Chronicle will create a catalog of the previously identified cultural resource sites for the Project study area. If needed Chronicle will examine historic maps, historic aerial imagery, and county and local histories as a part of this effort.

The goal of the literature search review effort will be to capture available information about the Project study area to plan what steps need to be taken to consider this Project as it relates to known cultural resources.

Task 2 Assumptions:

- Chronicle will coordinate directly with SEH for this effort. Chronicle will have no direct communication with any state agencies beyond the limited amount of coordination that is needed to gather the previously known cultural resource sites and surveys from state repositories as they relate to the Project locale.
- Coordination between Chronicle and SEH will be limited to phone conversations and email. No in-person meetings are anticipated.
- Digital georeferenced files (e.g., Google Earth .kmz or ArcGIS shapefile) depicting the Project location will be provided to Chronicle prior to conducting the literature review.
- The anticipated literature search study area for the Project is based on what was provided to Chronicle by SEH on April 04, 2023 plus a one mile buffer around the APE. If the Project changes after submission of this proposal, Chronicle may need to revise its submission to account for the change.

Task 2 Deliverables:

No deliverables are anticipated for this task. However, the information gathered for this effort will be summarized in the final archaeological report for the work effort.

Task 3: Archaeological Survey

Chronicle will conduct a formal archaeological survey of the Project APE. Chronicle anticipates that the survey effort will utilize pedestrian survey techniques, but will consist primarily of shovel testing as the aerial photographs of the Project APE shows that it is composed mainly of heavily vegetated range land. Chronicle suggests that the work be completed at a time that ground is not frozen or snow covered. The archaeological survey methodology will adhere to the *SHPO Manual for Archaeological Projects in Minnesota (2005)*, the *OSA Manual for Archaeological Projects in Minnesota*, and the Secretary of the Interior's Standards and Guidelines for Archaeology Preservation.

Areas of the APE with adequate surface visibility, as defined by the *SHPO Manual for Archaeological Project in Minnesota*, will be subject to pedestrian survey conducted along transects spaced no more than 15-meter (m) apart to identify surficial expressions of features and artifact scatters. However, because areas of the project area that may comprise the final 15 acre APE for construction of the tower appear to be all range land, Chronicle anticipates that shovel tests will be needed for investigation and will provide up to 240 shovel tests to investigate the chosen area. If SEH can provide documentation before the time of survey that shows the actual construction impact will be smaller than 15 acres Chronicle will adjust its shovel test number to match the size of the actual construction impact and possibly reduce the level of effort needed to investigate the APE.

Shovel test pits (STPs) will be excavated on a 15 meter (m) grid pattern or as it best fits the area to be investigated. Since landforms can be amorphous Chronicle recognizes that investigation areas may be narrow or irregularly shaped within the Project boundary and require that shovel test locations be moved to better investigate the area. As determined by the judgement of the lead archaeological investigator in the field, Chronicle will make these changes as needed in the field.

Shovel tests will not be excavated within areas of greater than 20 percent slope, in areas of existing wetlands, in areas with clear prior disturbance (gravel roadway, road ditch, gravel pit, etc) or saturation (hydric soils/wetlands), areas that consist of impermeable surfaces (pavement or heavily compacted gravels), in areas prohibited by utility installation, or in areas known or likely to contain human burials. Judgmental STPs, or smaller push probe soil borings, may be excavated to confirm

suspected disturbance in an area. Shovel test pits will be 35–40 centimeters (cm) in diameter and excavated to sterile subsoil, typically not more than 60–70 cm below surface. However, these dimensions and depths can be affected by extant subsurface features such as roots and rocks so the shovel tests will be completed to the best they can be to the conditions allowable. Soil from the STP will be passed through 0.25-inch hardware cloth to recover any artifacts. Information on the soils observed in each STP will be recorded on a standardized form to assist with interpretation of how the soil matrix or site deposits formed over time. Excavated soil will then be returned to each STP and tamped down. Shovel tests positive for archaeological materials (artifacts or features) will be delineated by excavating additional shovel tests at 5-m intervals around the positive test (or series of positive tests) in each cardinal direction when possible until two consecutive negative tests, or the edge of the Project APE, are reached. All shovel tests will be numbered, with observations recorded individually on forms and tied to Project maps. The type of survey coverage (shovel testing versus pedestrian survey) and ground surface conditions, including disturbances, will also be recorded on Project maps.

The location of archaeological sites will be recorded on Project maps. Site boundaries will be based on the surface distribution of artifacts, shovel tests containing artifacts, and historic map review. All located or relocated sites will be photographed in color, plotted using GPS technology, and recorded on Project maps. Currently, Chronicle does not anticipate that artifacts will be collected for this effort. Hence, if Chronicle ends up needing to collect artifacts, or gather data on artifacts found in the field for this effort, then Chronicle will work with SEH to collect them under a separate scope and budget.

Task 3 Assumptions:

- Chronicle anticipates the Project mapping provided by SEH contains and details all construction access and operation routes, any new barrow source areas, laydown areas, staging areas, or other construction needed spaces for the Project. If the Project needs additional spaces beyond what is scoped here they will be covered under a separate scope.
- The archaeological survey area being considered for the purposes of this proposal includes approximately 15 acres.
- No deep testing techniques, to investigate a depth of 60–70cm below surface or greater, and no geomorphological work will be performed as a part of this effort.
- No survey for Traditional Cultural Properties (TCPs) will be conducted as part of this effort. Chronicle's work does not provide for support for tribal engagement activities, coordination, or participation in survey or report creation or review for this Project. If these services are desired Chronicle can provide them to SEH under a revised scope.
- Digital georeferenced file (e.g., Google Earth .kmz or ArcGIS shapefile) depicting the Project area will be made available to Chronicle prior to the survey.
- Permission to enter all areas identified as needing survey will be secured by SEH for Chronicle prior to the commencement of fieldwork. SEH will share documentation with Chronicle that shows this task has been completed and share any directions the landowners may have for Chronicle in order to complete the survey on their property (i.e. watch out for dog, close all pasture gates if they are used, call prior to entering out property, etc.).
- Chronicle will contact Gopher State One-Call to arrange for marking of utilities in areas where excavations may occur. If the Gopher State One-Call results in an additional task that requires Chronicle to pre-mark its survey location before the marking of utilities, Chronicle will account for that effort under a separate scope.
- Chronicle will provide up to 240 shovel tests for this effort as all potential areas of the 15 acre APE appear to be in vegetated range land.

- If Chronicle is provided information by SEH or discovers that the Project is larger than what has been provided here or that more shovel testing is needed to complete the review Chronicle will work with SEH, and the developer, to account for the difference in an additional scope. Depending on the time of notification or finding out of the need for the additional work effort it may trigger an additional mobilization or mobilizations.
- No previously identified archaeological sites will need to be revisited for this task and no documentation will need to be updated for any previously identified archaeological sites.
- No newly identified archaeological sites will be identified or need documentation for this effort. If a site is identified, needs recordation, and/or artifacts are identified for collection or field analysis Chronicle will work with SEH, and the developer, to address this need at the time it is known under a separate scope and budget.
- Curation costs are not included with this proposal as they are dependent on the final number of recovered artifacts, types of artifacts, and landowner preference. Once this information is known Chronicle will work with SEH to scope this effort if it is needed.
- Phase II site evaluations or Phase III mitigative efforts for archaeological sites are not included in this effort.
- No human remains will be encountered.
- No hazardous materials will be encountered.
- No field visits will be undertaken during periods when inclement weather is present (e.g., heavy precipitation, snow cover, frozen ground, river cresting, etc.). An abundance of inclement weather may require a contract extension regarding the fieldwork completion date.

Task 3 Deliverables:

Chronicle will provide an email update of the daily progress of the archaeological fieldwork completed to SEH the day after the work is completed. This progress correspondence will be brief and may contain information relating to weather conditions that hindered progress, any landowner contact interactions, number of shovel tests completed, brief comment on soil matrix, disturbance, ground surface visibility as it relates to the work being performed, site density, site type, and/or anticipated site significance as it relates to the Project.

Task 4: Reporting

The results of the archaeological survey work and literature search review will be provided to SEH in a report that will adhere to the *Minnesota SHPO Manual for Archaeological Projects in Minnesota* (2005), the *OSA Manual for Archaeological Projects in Minnesota*, and the Secretary of the Interior's Standards and Guidelines for Archaeology Preservation. If necessary, Chronicle will make recommendations regarding the next steps needed to resolve the survey work.

A draft cover letter that could be used by SEH summarizing the findings of the literatures review, archaeological survey, and recommendations for reviewing agencies, is not a part of this work effort. If needed, Chronicle could provide such a letter under an amended scope.

Task 4 Assumption:

- There will be no more than one request for revisions to Chronicle's report from SEH. Any requests beyond this will be considered and if needed, covered under a separate scope.

Task 4 Deliverables:

Archaeological Resources Support, Austin Airport Automated Weather Observing System Project,
Mower County, Minnesota

An electronic draft report of the literature review and archaeological survey will be submitted to SEH within 30 business days of completion of the fieldwork. Chronicle shall incorporate any SEH comments on the draft report upon receipt of those comments from SEH.

Task	Estimated Cost
Task 1: Project Management and Coordination	\$1,400.00
Task 2: Literature Review	\$2,240.00
Task 3: Archaeological Survey	\$12,312.00
Task 4: Archaeological Reporting	\$3,180.00
ESTIMATED TOTAL	\$19,132.00

RESOLUTION NO.

APPROVING A CONTRACT WITH SEH FOR
PLANNING AND ENVIRONMENTAL WORK AT THE AUSTIN MUNICIPAL AIRPORT

WHEREAS, the City of Austin is required to have an automated weather observation system for flight planning and pilot information; and

WHEREAS, the current system is in need of replacement and there are multiple steps are required to complete the replacement of the system; and

WHEREAS, SEH, Inc. has provided an estimate for the planning and environmental work in the amount of \$68,000; and

WHEREAS, the project would be funded using a 100% MnDOT State Grant; and

WHEREAS, the Engineering Department recommends approving the contract with SEH, Inc.

NOW THEREFORE, BE IT RESOLVED, that the Austin City Council approves the contract with SEH, Inc. for planning and environmental work on the automated weather observation system replacement project.

Passed by a vote of yeas and nays this 16th day of October, 2023.

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: October 12, 2023
Subject: Surveying & Geotechnical Services
Oakland Ave W & 1st Avenue SW and 2024 Local Street Reconstruction

Earlier this summer the city awarded the design and planning services for the Oakland Avenue and 1st Avenue SW project to WHKS. As mentioned previously, we would have additional costs for survey and geotechnical services.

Topographic Survey – 1st Avenue SW

WHKS has provided us with Amendment 1 to their contract, which includes topographic survey services for 1st Avenue SW. City staff has completed the topographic survey work for the Oakland Avenue portion of the project. But our staff does not have enough time remaining this fall with our current street project workload to complete the survey work for 1st Avenue SW. The cost for WHKS to complete the survey work is \$14,500.

We recommend accepting Amendment 1 with WHKS for topographic survey services. Funding will come from the total project budget which includes federal, municipal state aid street fund and local funds.

Geotechnical Services – Oakland Ave & 1st Ave SW and 2024 Local Projects

We have also received two proposals from American Engineering Testing (AET) for geotechnical services. One proposal is for the Oakland Ave & 1st Ave SW project, and the other is for the 2024 local street reconstruction projects. AET will perform soil borings and provide a report summarizing their recommendations based on existing soil conditions for pavement design and underground utility construction.

The cost for geotechnical services on Oakland Ave & 1st Ave SW is \$11,325.00.
The cost for geotechnical services on 2024 Local Street Projects is \$6,770.00

We recommend awarding geotechnical services to AET for both the Oakland Ave & 1st Ave SW and the 2024 local street reconstruction projects. Funding will come from the total project budgets which includes federal, municipal state aid street fund and local funds.

If you have any questions, please contact me.

RESOLUTION NO. 16812

**APPROVING AMENDMENT NO. 1
TO THE WHKS ENGINEERING CONTRACT**

WHEREAS, City Council approved a contract in the amount of \$795,700 from WHKS for the engineering design services for the Oakland Avenue West and 1st Avenue SW Street Reconstruction project on July 16, 2023 by resolution 16812; and

WHEREAS, WHKS has provided amendment number 1 to the contract which would include topographic survey services on 1st Avenue SW; and

WHEREAS, WHKS proposed \$14,500 to complete the survey work; and

WHEREAS, the City recommends awarding the amendment to the contract to WHKS.

NOW THEREFORE, BE IT RESOLVED, that the City Council approves the contract amendment for topographic survey services in the amount of \$14,500 on the 1st Avenue SW Street Reconstruction project.

Passed by a vote of yeas and nays this 16th day of October, 2023.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.

APPROVING GEOTECHNICAL SERVICES

WHEREAS, the City of Austin received two proposals from American Engineering Testing for geotechnical services; and

WHEREAS, the first proposal is for geotechnical services on the Oakland Avenue West and 1st Avenue SW construction project in the amount of \$11,325.00; and

WHEREAS, the second proposal is for geotechnical services on the 2024 local street construction projects in the amount of \$6,770.00; and

WHEREAS, the City recommends awarding the contracts to American Engineering and Testing.

NOW THEREFORE, BE IT RESOLVED, that the City Council approves the contracts with American Engineering and Testing for geotechnical services on the Oakland Avenue West and 1st Avenue SW project and the 2024 local street reconstruction projects.

Passed by a vote of yeas and nays this 16th day of October, 2023.

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
twiechma@ci.austin.mn.us

MEMORANDUM

TO: Mayor & City Council

FROM: Tricia Wiechmann, Human Resources Director

RE: Health Insurance Program & City Contribution Approval

DATE: October 12, 2023

Beginning in 2024, it is the City's intention to offer two health insurance plan and two network options through Blue Cross Blue Shield (BCBS) for non-bargaining unit employees and bargaining units who have elected to enter a MOA for 2024 health insurance.

For groups who elect not to participate, the city will honor and follow the negotiated contributions as provided for in each labor agreement for 2024. These groups will have access to the BCBS \$3,200/\$6,400 Aware (Mayo access) plan only; as this is the plan that most replicates the city's 2023 current base plan option, as required in the labor agreements.

For your review and approval are two resolutions; one identifying our health insurance plans and the premium amounts, under BCBS, the second resolution, identifies the plan and the City's contribution for non-bargaining unit employees. These will remain in place until changes are made either to our health insurance program or the City's contribution level changes.

Thank you for your consideration and if you have any questions prior to the meeting, please feel free to contact me.

RESOLUTION NO.

RESOLUTION SETTING PLANS, QUALIFICATIONS AND RATES
FOR CITY OF AUSTIN HEALTH INSURANCE
EFFECTIVE JANUARY 1, 2024

WHEREAS, the City of Austin provides health insurance to its employees and their families; and

WHEREAS, the City of Austin provides health insurance coverage to retired employees both before and after age 65; and

WHEREAS, the City has selected Blue Cross Blue Shield of Minnesota (BCBS) as their plan Provider; and

WHEREAS, the BCBS is considered a fully funded plan; and

WHEREAS, BCBS establishes the monthly premium rates for the health insurance options selected by the City of Austin, which may vary from year to year; and

WHEREAS, the cost of the monthly premium to the employee is the difference between the City's monthly contribution and the amount of the premium.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The City of Austin health insurance shall consist of multiple plan options with different benefits and terms per the plan documents established by Blue Cross Blue Shield of Minnesota.
2. The City of Austin shall allow employees to select from those plan options pursuant to their respective labor agreements, including any appropriate health insurance Memorandum of Agreements or approved by the City Council.
3. Retired insureds shall be charged the total monthly premium for their selected plan option with payment due on the tenth day each month for that month.
4. If a retired insured discontinues their health plan coverage, they will not be eligible for any future health insurance plan coverage via the City of Austin.
5. Employed insureds must enroll in the plan of their choice (as made available to them pursuant to their respective labor agreement, including any appropriate health insurance Memorandum of Agreements or through the City Council) during the open enrollment period of each year for the next calendar year unless their employment status changed from employed to retired.

6. Current employees may elect to discontinue their coverage and at a later date be re-instated provided they then meet employment conditions necessary for them and their family to be covered under a health insurance plan provided by the Employer. Upon reinstatement, they will be allowed to select from those plan options made available to them pursuant to their respective labor agreements, including any appropriate health insurance Memorandum of Agreements or City Council.
7. Monthly premiums effective January 1, 2024 for the BCBS plan options offered by the City shall be as follows:

Tier	BCBS (\$3,200/\$6,400)		BCBS (\$2,000/\$4,000)	
	Aware	High Value	Aware	High Value
Single	\$831.58	\$655.76	\$912.10	\$719.25
Employee + child(ren)	\$1,580.01	\$1,245.95	\$1,733.01	\$1,366.58
Employee + spouse	\$1,746.32	\$1,377.10	\$1,915.42	\$1,510.42
Family	\$2,328.43	\$1,836.14	\$2,553.90	\$2,013.90

8. The amount of premium contribution from the Employer and Employee toward the cost of family, employee + spouse, employee + child(ren) and single coverage for employed insureds is to be determined via collective bargaining labor agreements, including any appropriate health insurance Memorandum of Agreements approved with representatives of the organized groups and by the City Council for positions not covered by a labor agreement.

Approved by the Austin City Council this 16th day of October 2023

YEAS ____

NAYS ____

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.

RESOLUTION ADOPTING EMPLOYER HEALTH INSURANCE PREMIUM CONTRIBUTIONS
AND PLAN FEATURES FOR NON-BARGAINING UNIT EMPLOYEES OF THE CITY OF
AUSTIN, MINNESOTA

WHEREAS, the City of Austin employs individuals who are not members of any collective bargaining unit; and

WHEREAS, the City Council participates in a fully insured health insurance program through Blue Cross Blue Shield of Minnesota (BCBS); and

WHEREAS, BCBS establishes the monthly premium rates for the health insurance options selected by the City of Austin, which may vary from year to year; and

WHEREAS, the the City commits to making a contribution to the HSA/HRA account for this group of employees enrolled in a City provided HSA/HRA healthcare plan for calendar year 2024 in the amount of \$2,000 single and \$4,000 family, which includes both employee + options. Said commitment is not to be construed as a negotiated term nor subject to M.S. 471.6161. This provision governs contributions for 2024 and has no impact on 2025 or any future year.

WHEREAS, the City desires to establish the employer's health insurance premium contribution for this group of employees for participation in said health insurance program.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Austin, Minnesota, that effective January 1, 2024 the contribution rates towards the monthly health insurance premiums are set with an employer contribution and cap of the following rates for the identified two plan and two network options:

\$3,200/\$6,400 High Value (Non-Mayo Network) plan – New 2024 Employer Base Plan

\$1,377.10 per month	Family Coverage
\$1,032.82 per month	Employee plus Spouse Coverage
\$ 934.46 per month	Employee plus Child(ren) Coverage
\$ 491.82 per month	Employee Only Coverage

\$3,200/\$6,400 Aware (Mayo Network) plan

\$1,746.32 per month	Family Coverage
\$1,309.74 per month	Employee plus Spouse Coverage
\$1,185.01 per month	Employee plus Child(ren) Coverage
\$ 623.68 per month	Employee Only Coverage

\$2,000/\$4,000 High Value (Non-Mayo Network) plan

\$1,510.42 per month	Family Coverage
\$1,132.81 per month	Employee plus Spouse Coverage
\$1,024.93 per month	Employee plus Child(ren) Coverage
\$ 539.44 per month	Employee Only Coverage

\$2,000/\$4,000 Aware (Mayo Network) plan

\$1,915.42 per month	Family Coverage
\$1,436.56 per month	Employee plus Spouse Coverage
\$1,299.76 per month	Employee plus Child(ren) Coverage
\$ 684.07 per month	Employee Only Coverage

These contributions shall remain in full force and effect until such time as they are amended by the City Council.

Approved by the Austin City Council this 16th day of October 2023

YEAS ____

NAYS ____

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin
Craig Clark,
City Administrator



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

TO: Mayor and City Council
FROM: Craig Clark, Administrator
RE: 2024 Health Insurance MOA's
DATE: October 11, 2023

Attached for your review and consideration are Memorandum of Agreements for 2024 health insurance for the bargaining groups who have approved the MOAs to date for the new BCBS coverage effective January 1, 2024. These incorporate the Council approved effective rate apportionment of 75% employer and 25% employee.

Open enrollment is scheduled to run October 23 – November 12, 2023, for a January 1, 2024 effective date. Bargaining groups who have not yet signed their MOA will still have limited time to enroll in the new plan options, if Council approves MOAs that are signed between October 12 and November 2, at the November 6 meeting. However, after that date or for groups who elect not to participate, the city will honor and follow the negotiated contributions as provided for in each labor agreement for 2024. These groups, however; will have access to the BCBS \$3,200/\$6,400 Aware (Mayo access) plan only; as this is the plan that most replicates the city's 2023 current base plan option, as required in the labor agreements.

Please let me know if you have any questions prior to the Council meeting, thank you for your consideration.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is made by and between the City of Austin ("Employer") and the Law Enforcement Labor Services, Inc., Local #73 ("Union").

Recitals

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in an appropriate unit ("Bargaining Unit Employees"); and

WHEREAS, Employer and Union are parties to a labor agreement (hereinafter "Labor Agreement"), effective January 1, 2023 through December 31, 2025;

WHEREAS, Employer provides group health insurance to Bargaining Unit Employees ("Group Health Insurance");

WHEREAS, the Labor Agreement requires Employer to contribute the following toward the cost of Bargaining Unit Employees' costs for Group Health Insurance:

Beginning January 1, 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.

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.

WHEREAS, Employer has been advised that the cost for the current Group Health Insurance is expected to substantially increase by an estimated 30.4% in 2024, thereby substantially increasing the cost to Bargaining Unit Employees who participate in said coverage;

WHEREAS, Employer intends to change Group Health Insurance providers/plan administrators, for insurance plans offered to Bargaining Unit Employees beginning January 1, 2024, to control or mitigate said increase in costs;

WHEREAS, Bargaining Unit Employees will experience open enrollment, presently scheduled for October 23 to November 12, 2023, during which Bargaining Unit Employees will have the opportunity to select Group Health Insurance from among four plans offered by Employer for calendar year 2024;

WHEREAS, Employer and Unit acknowledge that the Labor Agreement does not allow unilateral modification of the Employer contributions toward the cost of Group Health Insurance, and this Memorandum of Agreement is needed in order to provide additional contributions by Employer toward said costs, thereby allowing Bargaining Unit Employees to enjoy a reduction in their insurance costs while making coverage choices during open enrollment;

WHEREAS, the parties agree that this Memorandum of Agreement does not bind either party to any terms or commitments beyond the expiration of the current Labor Agreement and does not represent any policy or practice that would bind either party to any specific term or condition beyond said term of the current Labor Agreement;

WHEREAS, the Unit acknowledges that Employer was not required to provide additional contributions to offset employee costs to Bargaining Unit members participating in Group Health Insurance coverage, and accepts said additional contributions as a gratuitous offer unilaterally extended by Employer in good faith.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Unit agree as follows:

Article 1. Anticipated Plans for 2024. Employer intends to offer the following health plan as the required Base Plan under the Labor Agreement beginning January 1, 2024:

\$3,200/\$6,400 High Value (Non-Mayo Network) plan

In addition, Employer intends to offer the following health plans as alternatives to the Base Plan:

\$3,200/\$6,400 Aware (Mayo Network) plan

\$2,000/\$4,000 High Value (Non-Mayo Network) plan

\$2,000/\$4,000 Aware (Mayo Network) plan

Anticipated details about each plan's coverage, maximum out-of-pocket, and summary of benefits (as currently provided to Employer by the insurer), have been provided prior to entry of this agreement. Said details remain subject to adjustment based on changes in the carrier's actual plan offering at the time Employer's plans are finalized with the carrier.

Article 2. Change in Employer's premium contribution and cap for 2024. The contribution and cap, for 2024, will be as follows:

\$3,200/\$6,400 High Value (Non-Mayo Network) plan – Employer Base Plan

\$1,377.10 per month	Family Coverage
\$1,032.82 per month	Employee plus Spouse Coverage
\$ 934.46 per month	Employee plus Child(ren) Coverage
\$ 491.82 per month	Employee Only Coverage

\$3,200/\$6,400 Aware (Mayo Network) plan

\$1,746.32 per month	Family Coverage
\$1,309.74 per month	Employee plus Spouse Coverage
\$1,185.01 per month	Employee plus Child(ren) Coverage
\$ 623.68 per month	Employee Only Coverage

\$2,000/\$4,000 High Value (Non-Mayo Network) plan

\$1,510.42 per month	Family Coverage
\$1,132.81 per month	Employee plus Spouse Coverage
\$1,024.93 per month	Employee plus Child(ren) Coverage
\$ 539.44 per month	Employee Only Coverage

\$2,000/\$4,000 Aware (Mayo Network) plan

\$1,915.42 per month	Family Coverage
\$1,436.56 per month	Employee plus Spouse Coverage
\$1,299.76 per month	Employee plus Child(ren) Coverage
\$ 684.07 per month	Employee Only Coverage

Each participating Bargaining Unit Employee shall pay the remaining balance of the actual plan premium for the plan and coverage the employee selects.

Article 3. Retention of Employer's premium contribution and cap for 2025. Employer contributions toward coverage in 2025 shall remain no less than the amounts shown in the current Labor Agreement. Those amounts are as follows:

\$1,830.00 per month	Family Coverage
\$1,150.00 per month	Employee plus Spouse Coverage
\$1,020.00 per month	Employee plus Child(ren) Coverage
\$ 620.00 per month	Employee Only Coverage

Said contributions shall apply regardless of plan selected by each participating Bargaining Unit Employee.

Article 4. Buy Down of OPM. The Employer will no longer provide a buy-down of either single and family out-of-pocket maximum (OPM) as was done in 2023. Said Buy Down was pursuant to a Memorandum of Agreement executed prior to ratification of the current Labor Agreement, and was expressly stated as non-binding in any year other than 2023. Said Buy Down is no longer necessary as the plan options to be offered by Employer in 2024 no longer have out-of-pocket maximums high enough to require such a Buy Down.

Article 5. Waiver of Bargaining. Employer and Unit each voluntarily and unqualifiedly waive the right to bargain collectively with respect to the express and specific subjects or matters included in this MOA,

and each agree that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to such matters.

Article 6. Limitations. This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. Employer expressly reserves the right to exercise all its management rights without limitation.

IN WITNESS HEREOF, the parties hereto have made this MOA and it will be effective on the latest date affixed to the signatures below.

FOR City of Austin

Mayor

DATE: October ____, 2023

City Recorder

DATE: October ____, 2023

FOR Law Enforcement Labor Services, Inc.,
Local #73

Jay Maher B.A.
Union Representative

[Signature]
Union Representative

Brian Blake
Union Representative

DATE: October 11, 2023

RESOLUTION NO.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT AMENDING THE TERMS AND
CONDITIONS FOR EMPLOYEES WITHIN THE LAW ENFORCEMENT LABOR SERVICES (LELS),
LOCAL 73 LABOR AGREEMENT

WHEREAS, the City of Austin and LELS, Local 73 have entered into a contract by resolution #16685, dated December 19, 2022, outlining the terms and conditions for employees covered by this bargaining group.

WHEREAS, members of LELS, Local 73 have available to them health insurance plan options as identified in Article 15, Section 15.1.

WHEREAS, LELS, Local 73 desires to enter into a memorandum of agreement amending a select portion of the terms of Article 15, Section 15.1.

BE IT RESOLVED THAT, terms and conditions have been amended to allow for employees within LELS, Local 73 to participate in the new group health insurance provider/plan administrator effective January 1, 2024 and continuing until otherwise modified by joint agreement by both parties. The amended terms and conditions are as stated in the attached memorandum of agreement effective upon execution by all parties.

Approved by the Austin City Council this 16th day of October 2023

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is made by and between the City of Austin ("Employer") and the International Association of Firefighters, Local 598 ("Union").

Recitals

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in an appropriate unit ("Bargaining Unit Employees"); and

WHEREAS, Employer and Union are parties to a labor agreement (hereinafter "Labor Agreement"), effective January 1, 2023 through December 31, 2025;

WHEREAS, Employer provides group health insurance to Bargaining Unit Employees ("Group Health Insurance");

WHEREAS, the Labor Agreement requires Employer to contribute the following toward the cost of Bargaining Unit Employees' costs for Group Health Insurance:

Beginning January 1, 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.

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.

WHEREAS, Employer has been advised that the cost for the current Group Health Insurance is expected to substantially increase by an estimated 30.4% in 2024, thereby substantially increasing the cost to Bargaining Unit Employees who participate in said coverage;

WHEREAS, Employer intends to change Group Health Insurance providers/plan administrators, for insurance plans offered to Bargaining Unit Employees beginning January 1, 2024, to control or mitigate said increase in costs;

WHEREAS, Bargaining Unit Employees will experience open enrollment, presently scheduled for October 23 to November 12, 2023, during which Bargaining Unit Employees will have the opportunity to select Group Health Insurance from among four plans offered by Employer for calendar year 2024;

WHEREAS, Employer and Unit acknowledge that the Labor Agreement does not allow unilateral modification of the Employer contributions toward the cost of Group Health Insurance, and this Memorandum of Agreement is needed in order to provide additional contributions by Employer toward said costs, thereby allowing Bargaining Unit Employees to enjoy a reduction in their insurance costs while making coverage choices during open enrollment;

WHEREAS, the parties agree that this Memorandum of Agreement does not bind either party to any terms or commitments beyond the expiration of the current Labor Agreement and does not represent any policy or practice that would bind either party to any specific term or condition beyond said term of the current Labor Agreement;

WHEREAS, the Unit acknowledges that Employer was not required to provide additional contributions to offset employee costs to Bargaining Unit members participating in Group Health Insurance coverage, and accepts said additional contributions as a gratuitous offer unilaterally extended by Employer in good faith.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Unit agree as follows:

Article 1. Anticipated Plans for 2024. Employer intends to offer the following health plan as the required Base Plan under the Labor Agreement beginning January 1, 2024:

\$3,200/\$6,400 High Value (Non-Mayo Network) plan

In addition, Employer intends to offer the following health plans as alternatives to the Base Plan:

\$3,200/\$6,400 Aware (Mayo Network) plan

\$2,000/\$4,000 High Value (Non-Mayo Network) plan

\$2,000/\$4,000 Aware (Mayo Network) plan

Anticipated details about each plan's coverage, maximum out-of-pocket, and summary of benefits (as currently provided to Employer by the insurer), have been provided prior to entry of this agreement. Said details remain subject to adjustment based on changes in the carrier's actual plan offering at the time Employer's plans are finalized with the carrier.

Article 2. Change in Employer's premium contribution and cap for 2024. The contribution and cap, for 2024, will be as follows:

\$3,200/\$6,400 High Value (Non-Mayo Network) plan – Employer Base Plan

\$1,377.10 per month	Family Coverage
\$1,032.82 per month	Employee plus Spouse Coverage
\$ 934.46 per month	Employee plus Child(ren) Coverage
\$ 491.82 per month	Employee Only Coverage

\$3,200/\$6,400 Aware (Mayo Network) plan

\$1,746.32 per month	Family Coverage
\$1,309.74 per month	Employee plus Spouse Coverage
\$1,185.01 per month	Employee plus Child(ren) Coverage
\$ 623.68 per month	Employee Only Coverage

\$2,000/\$4,000 High Value (Non-Mayo Network) plan

\$1,510.42 per month	Family Coverage
\$1,132.81 per month	Employee plus Spouse Coverage
\$1,024.93 per month	Employee plus Child(ren) Coverage
\$ 539.44 per month	Employee Only Coverage

\$2,000/\$4,000 Aware (Mayo Network) plan

\$1,915.42 per month	Family Coverage
\$1,436.56 per month	Employee plus Spouse Coverage
\$1,299.76 per month	Employee plus Child(ren) Coverage
\$ 684.07 per month	Employee Only Coverage

Each participating Bargaining Unit Employee shall pay the remaining balance of the actual plan premium for the plan and coverage the employee selects.

Article 3. Retention of Employer's premium contribution and cap for 2025. Employer contributions toward coverage in 2025 shall remain no less than the amounts shown in the current Labor Agreement. Those amounts are as follows:

\$1,830.00 per month	Family Coverage
\$1,150.00 per month	Employee plus Spouse Coverage
\$1,020.00 per month	Employee plus Child(ren) Coverage
\$ 620.00 per month	Employee Only Coverage

Said contributions shall apply regardless of plan selected by each participating Bargaining Unit Employee.

Article 4. Buy Down of OPM. The Employer will no longer provide a buy-down of either single and family out-of-pocket maximum (OPM) as was done in 2023. Said Buy Down was pursuant to a Memorandum of Agreement executed prior to ratification of the current Labor Agreement, and was expressly stated as non-binding in any year other than 2023. Said Buy Down is no longer necessary as the plan options to be offered by Employer in 2024 no longer have out-of-pocket maximums high enough to require such a Buy Down.

Article 5. Waiver of Bargaining. Employer and Unit each voluntarily and unqualifiedly waive the right to bargain collectively with respect to the express and specific subjects or matters included in this MOA,

and each agree that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to such matters.

Article 6. Limitations. This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. Employer expressly reserves the right to exercise all its management rights without limitation.

IN WITNESS HEREOF, the parties hereto have made this MOA and it will be effective on the latest date affixed to the signatures below.

FOR City of Austin


Mayor

DATE: October ____, 2023

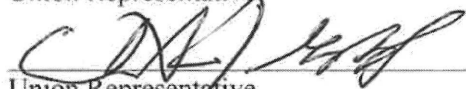
City Recorder

DATE: October ____, 2023


FOR International Association of Firefighters,
Local #598

 President

Union Representative



Union Representative

 Sec/Treasurer

Union Representative

DATE: October 12, 2023

RESOLUTION NO.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT AMENDING THE TERMS AND
CONDITIONS FOR EMPLOYEES WITHIN INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF),
LOCAL 598 LABOR AGREEMENT

WHEREAS, the City of Austin and IAFF, Local 598 have entered into a contract by resolution #16716, dated February 6, 2023 outlining the terms and conditions for employees covered by this bargaining group.

WHEREAS, members of IAFF, Local 598 have available to them health insurance plan options as identified in Article 15, Section 15.1.

WHEREAS, IAFF, Local 598 desires to enter into a memorandum of agreement amending a select portion of the terms of Article 15, Section 15.1.

BE IT RESOLVED THAT, terms and conditions have been amended to allow for employees within IAFF, Local 598 to participate in the new group health insurance provider/plan administrator effective January 1, 2024 and continuing until otherwise modified by joint agreement by both parties. The amended terms and conditions are as stated in the attached memorandum of agreement effective upon execution by all parties.

Approved by the Austin City Council this 16th day of October 2023

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor