

**A G E N D A**  
**CITY COUNCIL MEETING**  
**MONDAY, FEBRUARY 5, 2024**  
**5:30 P.M.**  
**COUNCIL CHAMBERS**

Call to Order.

Pledge of Allegiance.

Roll Call.

- (mot) 1. Adoption of Agenda.
- (mot) 2. Approving Minutes from January 16, 2024
3. Recognitions and Awards.
- (mot) 4. \*Consent Agenda  
Licenses:
- Exempt Gambling (raffle): Mower County Habitat & Pheasants Forever on March 9, 2024
  - Temporary Liquor: Austin Area Arts on March 23, 2024
  - Temporary Liquor: Austin Area Arts on April 5, 2024
  - Temporary Liquor: Austin Area Arts on April 27, 2024
  - Temporary Liquor: Mower County Fair/Ag Society on March 1-2, 2024
  - Right of Way: Mr. MTC Services, LLC (Medford, MN)
  - Massage Therapist: Betsy House (Ellsworth, WI)
  - Right of Way: Bustad Dozing & Excavating Inc. (Taopi, MN)
  - Mobile Business: Goette Farms (Bricelyn, MN)
  - Tree Service: Pat's Tree Service, LLC (Lyle, MN)
  - Right of Way: Austin Electric Inc. (1111 5<sup>th</sup> Place SE)
  - Right of Way: Harty Mechanical, Inc. (1600 1<sup>st</sup> Avenue NE)

Appointments to Board and Commissions:

- Sarv Mithaqiyan to the Culture and Arts Commission – term expiring December 31, 2026

Claims:

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

**PETITIONS AND REQUESTS:**

- (res) 5. Accepting a MnDOT Airport Grant for Fuel System Project.
- (mot) 6. Approving Audit Engagement Letter with CliftonLarsonAllenLLP.
- (mot) 7. Approving Whitewater Project Water Level Loggers

- (res) 8. Appointing Election Judges for 2024 Elections.
- (res) 9. Accepting Flower Donations to the City of Austin.

**CITIZENS ADDRESSING THE COUNCIL**

**HONORARY COUNCIL MEMBER COMMENTS**

**REPORTS AND RECOMMENDATIONS:**

City Administrator  
City Council

- (mot) Adjourn to **Tuesday, February 20, 2024** 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.

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 Lang, PE  
**Date:** January 18, 2024  
**Subject:** Fuel System Project, CP 18304  
AUM A5001-60

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The City has identified in the 5-year CIP replacement of the fueling system at the Austin Municipal Airport. The existing system consists of two 10,000-gallon underground fuel tanks with dispensers that are more than 30-years old. The proposed project would involve removal of the existing fueling system and installation of new above ground tanks, new dispensers, and automated card reader system.

Council previously approved a contract with SEH, in the amount of \$82,400, for the design of the new fuel system. The design process will involve developing project plans and specifications meeting FAA guidelines and include the following:

- 1) Project Formulation
- 2) Project Design
- 3) Quality Control Review
- 4) Construction Bidding Documents
- 5) Project Management & Coordination
- 6) Subconsultant Work
  - a. Geotechnical Engineering
  - b. Electrical Engineering
  - c. Mechanical Engineering

Attached for Council consideration is a grant from MnDOT to cover 70% of the design costs as follows:

**Fuel System Design**

State	\$57,680 (70%)
Local	\$24,720 (30%)
Total	\$82,400 (100%)

We would request Council approval the state grant to cover 70% of the project design costs. If you have any questions, please contact me.

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

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and The City of Austin, 500 Fourth Street Austin, MN 55912-3773 ("Grantee").

**RECITALS**

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

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

- 1.1 **Effective Date.** This agreement will be effective on January 11, 2024, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A5001-60, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit "A" - City of Austin's Grant Request Letter; and Exhibit "B": Credit Application, are attached and incorporated into this Agreement.

**2 Grantee's Duties**

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without

the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

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

### 3 Time

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

### 4 Cost and Payment

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Design Engineering - Fuel System (SEH)	0%	70%	30%
Federal Committed:	\$ 0.00		
State:	<b><u>\$57,680.00</u></b>		
Grantee:	<b><u>\$24,720.00</u></b>		

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

- 4.2 **Travel Expenses.** No Reimbursement for travel and subsistence expenses are included in this Grant. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- 4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.
- 4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$57,680.00.**
- 4.5 **Payment**
- 4.5.1 **Invoices.** Grantee will submit invoices for payment by **Credit Application.** Exhibit "**B**", which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Monthly, or as work completion dictates.
- 4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
- 4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly.

Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

**4.5.5 Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

**4.5.6 Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

**4.5.7 Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

**4.6 Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

## 5 Conditions of Payment

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

## 6 Authorized Representatives

**6.1 The State's Authorized Representative is:**

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

**6.2 Grantee's Authorized Representative is:**

**Steven J. Lang, P.E. City Engr./Public Works Dir.**

Phone (507) 437-9949 [slang@ci.austin.mn.us](mailto:slang@ci.austin.mn.us)

City of Austin

500 Fourth Avenue N.E.

Austin, MN 55912-3773

Or his/her successor.

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

## **7 Assignment Amendments, Waiver, and Grant Agreement Complete**

- 7.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.
- 7.3 Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

## **8 Liability**

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

## **9 State Audits**

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

## **10 Government Data Practices and Intellectual Property Rights**

- 10.1 Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.
- 10.2 Intellectual Property Rights.**
- 10.2.1 Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are



the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

## 10.2.2 **Obligations**

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

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

## 11 **Workers Compensation**

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

## 12 **Publicity and Endorsement**

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

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

## 13 **Governing Law, Jurisdiction, and Venue**

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



**14 Termination; Suspension**

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

**15 Data Disclosure**

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

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

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

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

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

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

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

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

SWIFT Contract/PO No(s). \_\_\_\_\_

**GRANTEE**

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

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

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

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

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

December 18, 2023

RE: Austin Municipal Airport  
State FY 2024 Grant Request  
Fuel Tank Upgrades

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

Dear Mr. Bourassa

The City of Austin is requesting a grant from the MnDOT Office of Aeronautics for the Austin Municipal Airport (AUM) for the State Fiscal Year 2024. The grant request is for the design contract for the Fuel Tank Upgrades. The actual cost associated with this project is shown below:

Design Engineering (SEH)	\$82,400.00
<b>Total</b>	<b>\$82,400.00</b>
MnDOT Share – 70%	\$57,680.00
Local Share – 30%	\$24,720.00

This letter serves as a formal request for State funding to provide for this project. The requested State grant for this work is \$57,680.00. A grant amendment will be requested for construction and construction administration costs after the project is through the bidding process. Please contact me if you have any questions or need further information. Thank you for supporting the Austin Municipal Airport.

Sincerely,

Digitally signed  
by Steven Lang  
Date: 2023.12.18  
16:45:10 -06'00'

Steven Lang, City Engineer/Director of Public Works  
City of Austin

Cc:

Brian Conklin, MnDOT Office of Aeronautics  
Arika Johnson, MnDOT Office of Aeronautics  
Chelsea Kuchta, SEH  
Adinda Van Espen, SEH

Enclosure:  
SEH Agreement for 2024 AUM Fuel Tank Upgrades

**RESOLUTION NO.**

**AUTHORIZATION TO EXECUTE  
MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT  
FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION**

**BE IT RESOLVED** by the City of Austin, Minnesota as follows:

1. That the state of Minnesota Agreement No. 1055863, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A5001-60 at the Austin Municipal Airport is accepted.
2. That the Mayor and City Recorder are authorized to execute this agreement and any amendments on behalf of the City of Austin.

**CERTIFICATION**

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the Council of the City of Austin at an authorized meeting held on the 5<sup>th</sup> day of February, 2024, as shown by the minutes of the meeting in my possession.

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Brianne Wolf, City Clerk

Subscribed and sworn to before me  
This 5<sup>th</sup> day of February, 2024

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Notary Public

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My Commission Expires:

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



Phone: 507-437-9940

www.ci.austin.mn.us

## MEMO

TO: Mayor and City Council

FROM: Tom Dankert <sup>TD</sup>  
Director of Administrative Services

DATE: January 23, 2024

SUBJECT: 2023 Audit Quote from CLA, LLP  
S:\A-MC HF2023\Miscellaneous\2023 Engagement Letter.doc

We have recently received the quote from our auditor's CliftonLarsonAllen LLP to perform the 2023 financial statement audit of the City of Austin as required by state law. The total quote is \$50,715 and represents a 4.7% increase in the audit fees for the year.

In the past we have verbally checked around with other major CPA firms, and we have been told if you are switching to save fees, don't bother spending the time. If we want to switch due to quality, then we should look for other quotes. I don't believe I have heard any complaints from past councils on the quality of our audits. This compares to prior years, as follows:

	<u>2018*</u>	<u>2019*</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>Proposed 2023</u>
City Funds	\$ 38,500	\$ 36,325	\$ 36,325	\$ 37,000	\$ 37,600	\$ 39,500
Legal Compliance	3,560	1,000	1,000	1,000	1,000	1,000
Single Audit	0	0	2,500	3,000	3,250	3,500
Port Authority	4,275	4,275	4,275	4,300	4,300	4,300
Funds						
Tech. Charge-5%	<u>0</u>	<u>2,205</u>	<u>2,205</u>	<u>2,265</u>	<u>2,308</u>	<u>2,415</u>
Total	<u>\$ 45,375</u>	<u>\$ 43,805</u>	<u>\$ 46,305</u>	<u>\$ 47,565</u>	<u>\$ 48,458</u>	<u>\$ 50,715</u>

\*- audit bill decreased \$2,500 as a Single Audit was not needed.

Additionally, if we want the auditors to draft the conversion entries and Comprehensive Annual Financial Report (CAFR), it will be an additional charge of \$16,000 to \$19,000, plus the 5% technology charge. In the past the City has done this procedure as staff have the experience of creating conversion entries, drafting the government-wide financial statements, Management Discussion and Analysis, and the footnotes. We have been told by the auditors that most clients do not do this, and they do it for them. We will do this drafting ourselves to avoid that charge.

We have been with this local CPA firm for many years, and they are recognized in Minnesota as one of the top governmental accounting practices. I would recommend approval of the audit quote from CliftonLarsonAllen LLP for 2023, however if the City Council would like to bid future audits out, we need to start this process in early summer.

**We would request Council approval of the audit engagement letter, and to authorize the Mayor and Director of Administrative Services to sign the engagement letter for the 2023 audit.**





# Statement of Work - Audit Services

January 22, 2024

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated January 11, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Austin ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended December 31, 2023.

Craig W. Popenhagen is responsible for the performance of the audit engagement.

## Scope of audit services

We will audit the financial statements of the governmental activities, business-type activities, each discretely presented component unit, each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Austin, and the related notes to the financial statements as of and for the year ended December 31, 2023.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

## Nonaudit services

We will also provide the following nonaudit services:

- Preparation of adjusting entries, if necessary
- assistance implementing the new accounting standard on subscription based information technology arrangements

## Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly

presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the Minnesota Legal Compliance Audit Guide for Political Subdivisions.

It is our understanding that our auditors' report will be included in your annual report which is comprised of introductory section and statistical section and that your annual report will be issued by simultaneously with the issuance of our reports on your financial statements. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Revenue recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and

grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later

periods for which we are not engaged as auditors.

### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the

provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in



accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management,

who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

### **Use of financial statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Engagement administration and other matters**

We expect to begin our audit on approximately March 4, 2024.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Minnesota Office of the State Auditor, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be

requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

### **Fees**

Our professional fees are outlined in the table below:

<b>Service</b>	<b>Fee</b>
Financial Statement Audit	\$39,500
Minnesota Legal Compliance	\$1,000
UGG Single Audit (one program)	\$3,500
Port Authority of Austin	\$4,300
Preparation of the City's Annual Comprehensive Financial Report	\$16,000 to \$19,000

We will also bill for expenses including travel, internal and administrative charges, and a technology and client support fee of five (5%) of all professional fees billed. Our fee is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher.

Professional fees will be billed as follows:

<b>Progress bill to be mailed on</b>	<b>Amount to be billed</b>
Upon execution of the SOW	One-third of our professional fees
Upon the commencement of substantive procedures	One-third of our professional fees
Issuance of draft report(s)	One-third of our professional fees

### **Unexpected circumstances**

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

**Changes in accounting and audit standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

**Agreement**

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**

**Response:**

This letter correctly sets forth the understanding of City of Austin.

**CLA**

CLA

*Craig W. Popenhagen*

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Craig W. Popenhagen, Principal

**Client**

City of Austin

SIGN:

---

Steve King, Mayor

DATE:

City of Austin

SIGN:

---

Tom Dankert, Director of Administrative Services

DATE:

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:** January 30, 2024  
**Subject:** Whitewater Project Water Level Loggers

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The next step in the whitewater project is preliminary design, as discussed at the January 2<sup>nd</sup> work session and January 16<sup>th</sup> council meeting. The city council approved contributing \$25,000 toward preliminary design, contingent upon securing outside funding to cover the remaining costs.

One of the tasks included in the preliminary design proposal from REP is for the installation of water level loggers upstream and downstream of the dam. The purpose of the water level loggers is to collect water level data to help calibrate future hydraulic modeling on the project. This is a time sensitive task, as the water loggers need to be installed during low river flows in the winter, in order to capture higher river flows in the spring.

Due to the time sensitive nature of this work, REP has provided us with a proposal to only complete water level logger data collection. By completing this data collection now, it would save a year's worth of time on the project. It would also result in no change to the total cost of preliminary design, as this task would be removed from a future preliminary design contract.

The cost to perform water level logger installation and data collection is \$7,000. At the last council meeting, the City of Austin accepted a \$7,000 donation from the Austin Fraternal Order of the Eagles toward the whitewater project. I would recommend funding this work with the Eagles donation, resulting in no cost to the city.

Please let me know if you have any questions.





# ***Cedar River Recreation Park Data Collection Proposal***

***City of Austin, Minnesota  
By Recreation Engineering & Planning (REP)  
January 26, 2024***

Recreation Engineering and Planning (REP) was previously contracted with the City of Austin (City) and completed a site investigation, conceptual design, feasibility study, conceptual construction cost estimate, and a floodplain feasibility investigation for the Cedar River Recreation Park Project including 4th Avenue Dam modification, construction of an additional four (4) river structures, new multi-use trails and connections to existing trail network, six (6) new trail underpasses, river access/egress, and riverbank improvements.

To support the next design phase, water level loggers must be installed to collect flow data. REP is pleased to provide the following scope of work and fee proposal for data collection services in support of the Cedar River Recreation Park Project. Based on our understanding of the project and the current needs, the approach outlined below includes estimated pricing to perform the required services for this phase of the project. Hours are estimated not to exceed, only actual hours and expenses will be billed. A detailed fee breakdown by task and personnel is attached.

## **Schedule**

The work for this scope is anticipated to begin upon execution of this contract. Installation of the water level loggers is time sensitive – it needs to occur during low flows prior to flows increasing in the river. Preferred installation dates would be February or early March.

## **Task 1 – Water Level Loggers**

Existing water surface elevations at the project site are important to calibrate the hydraulic model and to determine design elevations at the drop structures. One REP representative will travel to Austin to visit the site for one day to install sensory instruments that will autonomously record water surface elevations. This scope assumes City staff will assist in the installation of the logger fixtures. It is assumed the City of Austin or contracted surveyor will shoot elevations of each water level logger after fixture installation. This scope assumes the City will uninstall the fixtures and ship the loggers to Colorado. Also included in this task is data download and processing. Please be advised that there is a risk that the loggers may be damaged, vandalized, stolen etc. and there is some level of data loss risk inherent in this task.

***Task 2 Labor - \$5,600***

***Task 2 Expenses - \$1,400***

***Total Fee: \$7,000***

		REP					
	Name	Gary Lacy, PE	Mason Lacy, PE	Riley Gelatt, PE	Spencer Lacy		
	Role	President / Senior Engineer	Project Engineer	Project Engineer	Graduate Engineer		
	Billing Rate	\$ 200.00	\$ 175.00	\$ 175.00	\$ 175.00		
						Total Hrs	Total Fee
River Park Preliminary Design							
Task 1	Water Level Loggers						
	Site Field Installation & Travel				20	20	\$ 3,500
	Data Processing		2	2	8	12	\$ 2,100
	TOTAL Task 2	0	2	2	28	32	\$ 5,600
	Reimbursable Expenses					Expenses:	\$ 1,400
	Total Tasks 1-6	0	2	2	28	32	\$ 5,600
					Total Expenses:		\$ 1,400
<p style="text-align: right;"><b>TOTAL PROJECT COSTS: \$ 7,000</b></p> <p>Note: The fees are estimated not to exceed. Each item will be billed at the hourly rates.</p>							

City of Austin  
500 Fourth Avenue NE  
Austin, Minnesota 55912-3773



Phone: 507-437-9940

[www.ci.austin.mn.us](http://www.ci.austin.mn.us)

## Memorandum

To: Mayor & Council  
From: Tom Dankert, Director of Administrative Services  
Date: January 29, 2024  
Subject: Election Resolution

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Attached for your review is the required resolution appointing election judges and designating polling places for the March 5, 2024 presidential primary, August 13, 2024 primary, and November 5, 2024 general election. Election judges are essential to conducting an election and we appreciate their willingness to take part in the process.

The resolution will also be published in the paper. Please let me know if you have any questions.

## **RESOLUTION NO.**

### **DESIGNATING ELECTION JUDGES AND POLLING PLACES FOR THE PRESIDENTIAL PRIMARY, PRIMARY ELECTION AND GENERAL ELECTION TO BE HELD IN MARCH, AUGUST AND NOVEMBER, 2024**

**BE IT RESOLVED**, by the City Council of the City of Austin, Minnesota, that the Judges of Election for the Presidential Primary, Primary and General Election of 2024 be as follows:

Holly Wallace, Barbara Kime, Kelsey Ritchie, Thomas Dankert, Jill Cordes, Vicki Schminke, Robert Silbaugh, Jean Marie Hastings, Joy Clark, Bruce Richardson, Lora Lee Bauer, Gail Frein, Rodney Friedrich, Sherry Weaver, Ann Bundy, Harold Mayhew, Stacy Rowbal, Dennis Schminke, Miriam Luehmann, Christine Henricks, Ronald Schultz, Roger Boughton, Dewayne Wilkinson, Jeff Weaver, Doran Kasel, Collene Brunton, Jane Mohn, Gwendolyn Mortenson, Vicki Fisher, Dave Huinker, Dave Needham, Diane Merritt, Elaine Delhanty, Eileen Chao, Barbara Chromy, Katie Stromlund, Taggart Medgaarden, Linda Huinker, Shelley Vogel, Nitaya Jandragholica, Bridget Juenger, Martha Kaderabek, Joy Maryanha, Julia Everson, Kathy Larson, Pat Hollund, Daphne Wagner, Alicianne Fritz, Marilyn Prenosil, Randal Forster, Karen Mattson, Andrea Stetzer, and other individuals, as necessary and deemed qualified by the City Clerk.

**BE IT FURTHER RESOLVED**, that the polls shall be open from 7:00 A.M. to 8:00 P.M. for the Presidential Primary on March 5, 2024, Primary Election on August 13, 2024 and the General Election on November 5, 2024; and

**BE IT FURTHER RESOLVED** that the following locations shall serve as polling places for the City of Austin:

#### **FIRST WARD**

First Election Precinct

Polling Location: City Hall, Council Chambers, 500 4<sup>th</sup> Avenue NE

Second Election Precinct

Polling Location: Austin High School, Hastings Gym, 301 3rd St NW

#### **SECOND WARD**

First Election Precinct

Polling Location: Southgate School, 1601 19th Ave SW

Second Election Precinct

Polling Location: Banfield School, 301 17th St SW

THIRD WARD

First Election Precinct

Polling Location: Mower County Senior Center, 400 3<sup>rd</sup> Ave NE

Second Election Precinct

Polling Location: Ellis School, 1700 4th Ave SE

**BE IT FURTHER RESOLVED**, that the posting of this resolution shall be notice to all persons and parties concerned.

Passed by a vote of Yeas and Nays this 5<sup>th</sup> day of February, 2024.

Yeas

Nays

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

RESOLUTION NO.

**ACCEPTING DONATIONS FOR 2024 FLOWERS**

BE IT RESOLVED that the Austin City Council accepts the gifts to the 2024 Flower Program in the amount of \$30,385.00 as listed in the attachment.

Passed by a vote of yeas and nays this 5th day of February, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

First	Last	Company	Address	City	Date	Amount
Larry	Andreessen		317 14th Street NW	Austin, MN 55912	12/4/2023	\$ 125.00
Mike and Patty	Ankeny		102 22nd Street NW	Austin, MN 55912	12/8/2023	\$ 200.00
Daniel and Rebecca	Astrup		505 22nd Street NW	Austin, MN 55912	12/15/2023	\$ 100.00
Geoff and Diane	Baker		1400 6th Street NW	Austin, MN 55912	12/21/2023	\$ 200.00
Greg and Amy	Baskin		400 19th Street SW	Austin, MN 55912	1/18/2024	\$ 100.00
Jason and Katie	Baskin		2902 7th Avenue SW	Austin, MN 55912	12/19/2023	\$ 25.00
Nancy	Beck		202 24th Street NW	Austin, MN 55912	12/18/2023	\$ 50.00
Peggy	Benzkofer		104 21st Street NW	Austin, MN 55912	12/7/2023	\$ 25.00
Judy and Dick	Bergen		1505 26th Street SW	Austin, MN 55912	12/4/2023	\$ 100.00
Cyrene and Jon	Berthiaume		304 8th Place NW	Austin, MN 55912	12/22/2023	\$ 50.00
Judith and Lee	Bjorndal		2002 11th Avenue NE	Austin, MN 55912	12/22/2023	\$ 50.00
Fred and Carolyn	Bogott		406 21st Street NW	Austin, MN 55912	12/7/2023	\$ 50.00
Roger and Cherie	Boughton		2205 SW 10th Avenue	Austin, MN 55912	12/4/2023	\$ 100.00
Patrick	Bradley	Grove Street LLC	4018 W. 65th Street	Edina, MN 55435	12/26/2023	\$ 300.00
Richard and Laura	Carlson		1204 18th Street SW	Austin, MN 55912	1/4/2024	\$ 200.00
Ron	Wieseler	Center Court Apartments	200 25th Street SW	Austin, MN 55912	12/5/2023	\$ 100.00
Collette	Chaffee		311 5th Street SW	Austin, MN 55912	12/22/2023	\$ 150.00
Cheryl	Christopherson		2118 4th Avenue SE	Austin, MN 55912	12/21/2023	\$ 50.00
	CliftonLarsonAllen		109 Main Street N	Austin, MN 55912	12/18/2023	\$ 200.00
Gary	Corcoran		203 10th Avenue NW	Austin, MN 55912	12/7/2023	\$ 250.00
Kathryn	Coyle		203 17th Street NW	Austin, MN 55912	12/4/2023	\$ 100.00
Mr. and Mrs. Joseph	Davison		811 14th Avenue SE	Austin, MN 55912	12/6/2023	\$ 75.00
Robert	Divine		700 1st Drive NW, Apt. # 360	Austin, MN 55912	12/18/2023	\$ 50.00
Terry	Dorsey		1501 26th Street SW	Austin, MN 55912	1/26/2024	\$ 30.00
Thomas and Lisa	Dunlop		1811 16th Avenue SW	Austin, MN 55912	1/22/2024	\$ 50.00
Joan	Eidem		1914 6th Ave. SE	Austin, MN 55912	12/26/2023	\$ 400.00
LeeAnn and Jeffrey	Ettinger		309 5th Avenue SW	Austin, MN 55912	1/2/2024	\$ 2,500.00
Quentin and Marlene	Fiala		1503 29th Street SW	Austin, MN 55912	12/11/2023	\$ 25.00
Lowell	Foster		2102 9th Street SW	Austin, MN 55912	12/11/2023	\$ 100.00
Jeffrey and Maria	Frank		2834 12th Avenue NW	Austin, MN 55912	12/4/2023	\$ 500.00
Phyllis	Freund		1500 5th Avenue NW, Unit D	Austin, MN 55912	12/6/2023	\$ 50.00
J C and P T	Frid		1301 26th Street SW	Austin, MN 55912	12/4/2023	\$ 50.00
Joe and Cindy	Fuhrman		1507 18th Ave SW	Austin, MN 55912	12/26/2023	\$ 100.00
Harold and Priscilla	Golly		1502 17th Avenue SW	Austin, MN 55912	12/4/2023	\$ 25.00
Susan	Grove		2301 15th Ave. SW	Austin, MN 55912	1/8/2024	\$ 100.00
Gordon and Donna	Handeland		500 21st Street NW	Austin, MN 55912	12/7/2023	\$ 50.00
Veronica	Hansen		1707 A Carriage Drive SW	Austin, MN 55912	12/4/2023	\$ 20.00
Laura	Helle	and Matt Stobaugh	1009 8th Street NW	Austin, MN 55912	12/14/2023	\$ 25.00
Lindsey & John	Hernandez		1302 26th Street SW	Austin, MN 55912	1/19/2024	\$ 25.00
Janet	Hokanson		1903 14th Street SW	Austin, MN 55912	11/29/2023	\$ 100.00
Alice	Holst		2302 15th Avenue SW	Austin, MN 55912	12/22/2023	\$ 250.00
Katie Larson	Hormel Foods Corp.		1 Hormel Place	Austin, MN 55912	1/8/2024	\$ 15,500.00
Grant and Mary E.	Johnson		2001C Burr Oak Drive	Austin, MN 55912	12/18/2023	\$ 100.00

Phyllis M.	Jorgenson		700 1st Drive NW, Apt. #505	Austin, MN 55912	12/7/2023	\$	100.00	
Steve and Shelley	King		1803 9th Street SW	Austin, MN 55912	12/21/2023	\$	100.00	
Randy and Wendy	Kramer		205 24th Street NW	Austin, MN 55912	12/4/2023	\$	250.00	
Thomas	Landherr		PO Box 698	Byron, MN 55920-0698	12/14/2023	\$	150.00	(2)
Veronica	Landherr		2301 10th Street NW, Apt. #304	Austin, MN 55912	12/6/2023	\$	50.00	
Greg	Larson	Hill Larson	326 N. Main Street	Austin, MN 55912	12/14/2023	\$	100.00	
Sonia	Larson		2206 NW 5th Avenue	Austin, MN 55912	1/2/2024	\$	30.00	
Margaret	List		310 2nd Avenue NE	Austin, MN 55912	10/27/2023	\$	25.00	
Savile	Lord		705 11th Avenue NW	Austin, MN 55912	12/26/2023	\$	25.00	
Ron and Mary Ann	Lueders		2309 4th Drive SW	Austin, MN 55912	12/7/2023	\$	35.00	
Jay	Lutz	and Kelly Rush	1209 20th Street NE	Austin, MN 55912	12/11/2023	\$	100.00	
Thomas and Donna	Maas		103 20th Street SW	Austin, MN 55912	12/6/2023	\$	30.00	
Pat	MacLean		700 NW 22nd Street	Austin, MN 55912	12/4/2023	\$	30.00	
Thomas and Sharon	Marshall		611 4th Street SW	Austin, MN 55912	1/29/2024	\$	250.00	
Steven and Shari	Mason		2401 7th Avenue SW	Austin, MN 55912	12/4/2023	\$	100.00	
Mark and Holli	Mayer		1107 27th Street SW	Austin, MN 55912	12/14/2023	\$	50.00	
Jerry and Suzanne	McCarthy		306 13th Street NE	Austin, MN 55912	12/26/2023	\$	100.00	
Rose	McCarthy		701 5th Avenue SW	Austin, MN 55912	1/26/2024	\$	50.00	
		McGough Construction Company, Inc.						
Daniel and Rebecca	McKay		2737 Fairview Avenue N	St. Paul, MN 55113	12/11/2023	\$	1,000.00	
Taggart	Medgaarden	Austin HRA	308 2nd Avenue NE	Austin, MN 55912	12/21/2023	\$	185.00	
Darryl and Deb	Mickelsen		2101 7th Avenue SW	Austin, MN 55912	12/6/2023	\$	150.00	
Phil and Gail	Minerich		1605 27th Street NW	Austin, MN 55912	12/11/2023	\$	100.00	
Bill	Momsen		803 19th Avenue SW	Austin, MN 55912	1/8/2024	\$	100.00	
Michael	Monson		1207 9th Avenue SW	Austin, MN 55912	12/6/2023	\$	50.00	
Stephen	Neiswanger		1506 4th Street SE	Austin, MN 55912	12/4/2023	\$	200.00	
Ralph and Helen	Nelson		3010 15th Avenue SW	Austin, MN 55912	12/18/2023	\$	25.00	
		Mower County Horticulture Society						
Colleen	Horn		1404 24th Avenue SW	Austin, MN 55912	12/4/2023	\$	300.00	
Betty	Olson		1601 17th Avenue SW	Austin, MN 55912	12/6/2023	\$	100.00	
Ralph and Judith	Pesonen		1403 16th Avenue SW	Austin, MN 55912	1/26/2024	\$	100.00	
Richard	Poshusta	The Eleven	1508 6th Avenue NE	Austin, MN 55912	12/4/2023	\$	100.00	
Mike and Stephanie	Postma		1405 27th Street SW	Austin, MN 55912	12/5/2023	\$	100.00	
Patricia	Purcell		1701 22nd Avenue SW, Apt. #11	Austin, MN 55912	12/12/2023	\$	100.00	
Peggy	Queensland		2007 D. Oak Tree Lane	Austin, MN 55912	12/26/2023	\$	100.00	
Gretchen and Mark	Ramlo		1908 Oak Tree Lane, Unit A	Austin, MN 55912	12/11/2023	\$	50.00	
Bonnie and Tim	Rietz		701 NW 22nd Street	Austin, MN 55912	12/5/2023	\$	500.00	
Bonnie and Tim	Rietz		701 NW 22nd Street	Austin, MN 55912	12/5/2023	\$	150.00	(1)
Barbara	Schaefer		1820 6th Ave. NE.	Austin, MN 55912	12/3/2023	\$	30.00	
Belita	Schindler		703 22nd St. NW	Austin, MN 55912	12/14/2023	\$	100.00	
Dean and Leanna	Seeck		1406 9th Street NW	Austin, MN 55912	12/4/2023	\$	50.00	
Jim and Jeanne	Sheehan		2503 7th Avenue SW	Austin, MN 55912	1/2/2024	\$	150.00	
Ellen	Stark		1809 25th Street SW	Austin, MN 55912	12/22/2023	\$	100.00	
Maureen	Steenblock		2001A Burr Oak Drive	Austin, MN 55912	1/10/2024	\$	300.00	



David	Sylte	1804 18th Street SW	Austin, MN 55912	12/11/2023	\$	150.00
Janice	Tamke	300 1st Avenue NE, Apt. 304	Austin, MN 55912	12/18/2023	\$	5.00
Peter and Bonnie	Tangren	2700 4th Avenue NW	Austin, MN 55912	12/6/2023	\$	100.00
Bill	Taufic	41 Hickory Lane	Bedford, NY 10506	1/11/2024	\$	100.00
Terrance and Sherry	Taylor	1301 Thye Pkwy	Northfield, MN 55057	12/29/2023	\$	50.00
Daphne	Wagner	1604 1st Avenue SE	Austin, MN 55912	1/2/2024	\$	15.00
Holly	Wallace	701 12th Avenue SW	Austin, MN 55912	1/8/2024	\$	40.00
Colleen	Weimer	61981 205th Street	Rose Creek, MN 55970	1/26/2024	\$	100.00
Bruce	Westrum	909 4th Avenue NE, Apt. #3	Austin, MN 55912	12/13/2023	\$	10.00
Jerry and Mary Anne	Wolesky	602 20th Street SW	Austin, MN 55912	12/11/2023	\$	100.00
Gary and Marjorie	Zimmerman	2200 6th Avenue NW	Austin, MN 55912	1/22/2024	\$	300.00
Nan	Hanegraaf	Baudler, Maus, Forman & King, LLP	108 N Main St	Austin, MN 55912	12/4/2023	\$ 100.00
		Bremer Bank	805 N. Main Street	Austin, MN 55912	1/12/2024	\$ 100.00
		Piggy Blues Bar-B-Que, Inc.	323 N. Main Street	Austin, MN 55912	12/13/2023	\$ 100.00
		Potach & Mitchell Dental Clinic	607 1st Drive NW, Box 1064	Austin, MN 55912	12/28/2023	\$ 200.00
		Diane's Salon Classics	207 4th Avenue NE	Austin, MN 55912	12/22/2023	\$ 50.00
		Austin Eagles Club Charitable Gambling	107 11th Street NE	Austin, MN 55912	1/11/2024	\$ 500.00

(1) - This donation was from Austia and Joe Hickey, in Bonnie & Tim's honor.

(2) - In memory of Kenneth Laufle.