

**A G E N D A**  
**CITY COUNCIL MEETING**  
**MONDAY, APRIL 15, 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 April 1, 2024.

3. Recognitions and Awards.

    Arbor Day Proclamation

(mot) 4. \*Consent Agenda

Licenses:

    Mobile Business: Praeliza Fusion Kitchen, Albert Lea, MN

    Mobile Business: Cheverri Delicious Pupusas, Fairbault, MN

    Mobile Business: Chencho's Antojitos, Fairbault, MN

    Temporary Liquor: Pacelli PTCA – UCSF on May 4, 2024

    Temporary Liquor: Austin Area Arts, Paramount Theatre on May 10, 2024

    Temporary Liquor: VFW Post 1216 – Freedom Fest on July 3 & 4, 2024

    Temporary Liquor: VFW Post 1216 – River Rats Car Club on August 17, 2024

    Tree Service: Koehler's Yard Service, Inc, Austin, MN

    Tobacco (transfer): The Market at Austin, LLC, 301 11<sup>th</sup> St NE

    Tobacco (transfer): Austin Spirits, LLC, 205 11<sup>th</sup> St NE

    Tobacco: One Stop Liquor and Tobacco, 902 12<sup>th</sup> St SW

Appointments to Boards and Commissions:

    Preston Bain to the Parks & Rec Board – term expiring December 31, 2025

Claims:

- a. Pre-list of Bills.
- b. Financial Report.
- c. Credit Card Report.

Event Applications:

    YMCA at ACRC Healthy Kids Day, Color Run on April 20, 2024

    Community Disability Connection Day on May 16, 2024

    VFW Post 1216 16<sup>th</sup> Annual Armed Forces Day Car Show on May 18, 2024

    Taste of Nations on May 18, 2024

    Downtown Farmers Market, May 20, 2024 – October 28, 2024

    Independence Day Parade on July 4, 2024

    River Rats Car Club on August 16 - 18, 2024

## **BID OPENING AND AWARD**

- (res) 5. Receiving Bids for 10-Unit T-Hangar Project
  - a. Awarding Bid.
- (res) 6. Receiving Bids for 8<sup>th</sup> Street NE & Institute Lift Station Project
  - a. Awarding Bid.
- (res) 7. Receiving Bids for Street Striping
  - a. Awarding Bid.
- (res) 8. Receiving Bids for Municipal Pool Painting
  - a. Awarding Bid.

## **PETITIONS AND REQUESTS:**

- (res) 9. Approving updates to the Designees of the Data Practices Policy
- (res) 10. Approving an off-sale liquor license transfer to Austin Spirits, LLC dba Austin Spirits
- (res) 11. Approving an off-sale liquor license application to Radhe Shyam Corp. dba One Stop Liquor and Tobacco
- (res) 12. Expanding Hy-Vee Inc. liquor license to the patio area.
- (res) 13. Approving a T-Hangar Consultant Agreement
- (res) 14. Approving the Anderson Farm Lease Agreement with Loucks Farms
- (res) 15. Approving the Sicora Consulting Contract
- 16. Granting the Planning and Zoning Department the Power to Contract for the Removal of Junk and/or Illegally Stored Vehicles at the Following Locations:
  - (mot) a. 615 14<sup>th</sup> St NE, Beadle Property
  - (mot) b. 1005 8<sup>th</sup> St NW, Fink Property
- (mot) 17. Granting the Planning and Zoning Department the Power to Contract for the Removal of an Abandoned Sign at the Following Location:
  - a. 102 Main St S, Jaguar Communications, LLC C/O CMN-RUS, LLC

## **CITIZENS ADDRESSING THE COUNCIL**

## **HONORARY COUNCIL MEMBER COMMENTS**

### **REPORTS AND RECOMMENDATIONS:**

City Administrator  
City Council

(mot)      **Adjourn to Monday, May 6, 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.

M I N U T E S  
CITY COUNCIL MEETING  
April 1, 2024  
5:30 PM  
Council Chambers

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

MEMBERS ABSENT:

STAFF PRESENT: City Administrator Craig Clark, Director of Administrative Services Tom Dankert, Police Chief David McKichan, Fire Chief Jim McCoy, Public Works Director Steven Lang, Park and Rec Director Jason Sehon, Human Resources Director Tricia Wiechmann, and Library Director Julie Clinefelter, and City Clerk Brianne Wolf

APPEARING IN PERSON: Austin Daily Herald, KAUS Radio, Honorary Council Member Miguel Garate, Robert Sicora from the Sicora Consulting Group

Mayor King called the meeting to order at 5:30 p.m. He stated that the audio and video system is down and they will record this and the IT department will upload the video to the internet at a later date.

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

Moved by Council Member Baker, seconded by Council Member Baskin, approving Council minutes from March 18, 2024. Carried.

CONSENT AGENDA

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

Licenses:

Lodging Establishment: JP Jorgenson Realty LLC, 2406 10th Avenue SW  
Lodging Establishment: Charming Family Home, 806 9th Street SW  
Sign Installer: Reagan Outdoor of Rochester, Rochester, MN  
Mobile Business: La Borinqua, Albert Lea, MN  
Mobile Business: Classic Kitchen, Austin, MN  
Temporary Liquor: VFW Post 1216 on April 5 & 6, 2024  
Temporary Gambling (raffle): Marcusen Park Baseball Association on September 1, 2024  
Temporary Gambling (raffle): United Catholic Schools Foundation of Austin on June 21, 2024

Right of Way Contractor: Volt Electric, Austin, MN  
Tree Service: Ted Janning Tree Service, Blooming Prairie, MN

Claims:

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

Event Applications:

Stepping Out for Autism Walk, 208 4<sup>th</sup> Avenue NW, April 21, 2024

Carried.

## PUBLIC HEARING

A public hearing was held for a tax abatement hearing requested by Bigelow and Lennon Construction. They are proposing to build a single-family home at 1309 18<sup>th</sup> Street NE valued at approximately \$437,000. City Administrator Craig Clark stated the application is in conformance with the City's policy for tax abatement.

There were no public comments.

Moved by Council Member Baker, seconded by Council Member Fischer, approving a five-year tax abatement for Bigelow and Lennon Construction. Carried 7-0.

## AWARDING BIDS

Public Works Director Steven Lang spoke about the bids for 2024 Asphalt Street Reconstruction Projects and stated that ICON, LLC came in with the lowest bid.

<u>Contractor</u>	<u>Bid</u>
ICON, LLC	\$3,999,175.07
Ulland Bros, Inc.	\$4,081,180.59

Mr. Lang recommends that we award that bid to Ulland Brothers.

Moved by Council Member Baker, seconded by Council Member Fischer, adopting a resolution awarding the bid for 2024 Asphalt Street Reconstruction Projects to ICON, LLC. Carried 7-0

## PETITIONS AND REQUESTS

City Administrator Craig Clark introduced Robert Sicora from the Sicora Consulting Group. Mr. Sicora presented a PowerPoint about the proposal for the assessments on leadership and employee engagement.

Council Member Baker asked how this benefits the tax payer. Mr. Sicora stated when you look at excellence being the output, this methodology looks at this and creates efficiency and effectiveness.

Mr. Sicora went over the timeline for the upcoming activities planned. He stated participants would include the Sicora Leadership Team, the Senior Leadership Team, the Extended Leadership Team, and the Elected officials as needed. An employee focus group will also be included in parts of the process.

Mr. Sicora stated that information will be kept confidential and their participation rates are around 90%. The first phase of the process or “Discovery Phase” will run April through June and the second phase or “Delivery Phase” will run April through January. He went over the cost analysis and the program deposit is 50% of Phase 1 to initiate the services which would be \$26,120. Total cost would be \$137,400.

Mayor King thanked employees Sarah Steinhoff, Chad Heard, and Sam Schuweiler for their participation in selecting the consulting the group. He appreciates the employees and their work in this procedure and he is hopeful employees will trust this process.

Moved by Council Member Baker, seconded by Council Member Baskin, adopting a resolution approving the agreement with Sicora Consulting. Carried 7-0

Director of Public Works Steven Lang spoke about the detours that will be coming up with the upcoming bridge closures. He stated that when the bridge over I-90 on HWY 105 or Oakland Ave West is under construction, HWY 105 traffic will be detoured north onto 14<sup>th</sup> St NW to access I-90. Mr. Lang stated that as a result of this, the State will reimburse the City for wear and tear on the local road way.

Mr. Lang requests that we approve the MnDot detour agreement and accept the payment in the amount of \$9,696.39.

Moved by Council Member Baker, seconded by Council Member Poshusta, adopting a resolution approving the HWY 105 Detour Agreement. Carried 7-0

Moved by Council Member Fischer, seconded by Council Member Postma, to adopt a resolution accepting donations to the City of Austin. Carried 7-0

Moved by Council Member Fischer, seconded by Council Member Poshusta, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 802 14<sup>th</sup> St NE, Serrano Property. Carried.

## REPORTS AND RECOMMENDATIONS

Director of Public Works Steven Lang spoke about the I-90 and Oakland Avenue West bridge project and stated that construction will begin April 19<sup>th</sup> through August. Mr. Lang spoke about all of the other bridge projects that will take place over the upcoming years and let council know if they wanted updates, they could visit the MNDOT website to see all of this information and sign up for updates.

## COUNCIL REPORTS

Council Member Baskin stated that from a Port Authority standpoint there will be a press event at the State Capital tomorrow for the Bioimaging Center at the Hormel Institute. He stated that they will be speaking about the importance of this project, not only for Austin but for the State as well.

Council Member Postma stated that the Holiday Inn has rebranded as a DoubleTree and this will be a great asset to the community. He stated that tomorrow Discover Austin will be premiering Jim McGivern's Main Streets playing at the Paramount Theatre.

Council Member Helle stated that having a performance review is not a punishment and if people think this, that is a sign of a broken culture. She is very excited for the approved contract with the Sicora Consulting group and wants to thank the wellness committee for getting started even without a consulting team on board. She stated that a guide post for her is that we have to start talking and thinking and acting like we are a team. She wanted to affirm her commitment to working on this and taking the next step.

Mayor King stated to come out to the Paramount Theatre tomorrow to view the movie. He stated that the doors open at 5:30 p.m. Mayor King read off the April anniversary.

Moved by Council Member Baker, seconded by Council Member-at-Large Austin, adjourning the meeting to April 15, 2024. Carried.

Adjourned: 6:26 p.m.

Approved: April 15, 2024

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

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

From the Office of the Mayor



500 Fourth Avenue NE  
 Austin, Minnesota 55912-3773  
 Phone: 507-437-9965  
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# Proclamation

**WHEREAS:** *Trees and forest soils keep our lakes and streams clean by absorbing and filtering pollutants and sediments; and*

**WHEREAS:** *Forests prevent flooding and reduce stormwater by capturing and storing rainwater and snowmelt, which is then slowly released to our lakes, streams, and groundwater; and*

**WHEREAS:** *Careful management of our trees and forests protects drinking water and reduces the cost of water treatment; and*

**WHEREAS:** *Sound management of forested lands surrounding the Mississippi River ensures clean drinking water for more than one million Minnesotans; and*

**WHEREAS:** *About three-quarters of Minnesotans get their drinking water from the forested parts of the state; and*

**WHEREAS:** *Planting and maintaining trees is a natural and easy way to keep our water clean; and*

**WHEREAS:** *The last Friday in April, and throughout the month of May, Minnesotans pay special tribute to our trees as natural resources and dedicate ourselves to the vitality of our forests.*

**NOW THEREFORE, I, Stephen M. King, Mayor of Austin, Minnesota do hereby proclaim Friday, April 26, 2024 as:**

## Arbor Day

*And I do hereby proclaim the month of May 2024 as Arbor Month in the City of Austin.*




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*Stephen M. King  
 Mayor*

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



Steven J. Lang, P.E.  
City Engr./Public Works Dir.  
507-437-9949  
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## Memorandum

**To:** Mayor & Council  
**From:** Steven Lang  
**Date:** April 5, 2024  
**Subject:** Bids – 10-unit T-Hangar Construction  
 CP 22312

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The City of Austin has identified in the CIP a project at the Austin Municipal Airport for the construction of a 10-unit T-Hangar. The project plans and specifications call for the construction of a 52 ft x 230 ft steel framed structure, concrete footings, concrete floor, bifold doors and approach aprons. Bids were solicited and received on March 26<sup>th</sup>, 2024 and the bid results are summarized below:

Contractor	Total Bid	Diff	DBE Commitment
Everstrong Construction, Inc.	\$ 1,843,820.75	\$ -	0.58%
Met-Con Construction, Inc.	\$ 1,859,302.65	\$ (15,481.90)	1.0%
The Joseph Company, Inc.	\$ 1,873,274.70	\$ (29,453.95)	15.5%
Engineer's Estimate	\$ 2,347,697.50		6.4%

The Disadvantaged Business Enterprise Program (DBE) is a legislatively mandated federal program that applies to Federal-aid funded projects. A DBE firm must meet specific criteria, typically involving socially and economically disadvantaged individuals owning at least a 51% interest and also controlling management and daily business operations.

The contractors were asked to submit documentation of their good faith efforts to secure DBE subcontractors to meet the 6.4% advertised DBE goal for this project. Met-Con elected not to provide their good faith efforts, so they were disqualified from being awarded this project. Both Everstrong Construction and The Joseph Company received site work quotes from the following subcontractors:

Sub-Contractor	Quote	Diff	DBE Status
Steve James Excavating	\$ 256,807.50		Non-DBE
Dulas Excavating, Inc	\$ 289,778.70	\$ (32,971.20)	DBE

Everstrong Construction selected Steve James Excavating as their site work contractor. As a result, they were the low bidder, but not able to achieve the advertised DBE goal of 6.4%. The Joseph Company selected Dulas Excavating as their site work contractor. As a result, they were not the low bidder, but they did achieve the advertised DBE goal of 6.4%. If both contractors had used the same subcontractor for site work, The Joseph Company would have been the low bidder by a difference of (\$3,517.25).

After review of all the information provided with a strong consideration of DBE compliance, I would recommend awarding the project to The Joseph Company, Inc. in the amount of \$1,873,274.70.

The proposed funding package for the project includes Local (5%), State (5%) and Federal (90%) funding as follows:

CITY OF AUSTIN		
Airport Municipal Airport		
22312 10-Unit T-Hangar		
Item	SubTotal	TOTAL
<b>SOURCES OF FUNDS</b>		
Local Aiport Fund (5%)		\$ 98,893.74
State MnDOT FAA Grant (5%)		\$ 98,893.74
Federal FAA Grant (90%)		\$ 1,854,882.00
AIP Fund Balance	\$ 605,297.00	
AIP Entitlement Return		
Cambridge	\$ 150,000.00	
AIP Entitlement Transfer		
Albert Lea	\$ 150,000.00	
Glencoe	\$ -	
Eveleth-Virginia	\$ 110,000.00	
Wadena	\$ 150,000.00	
Walker	\$ 150,000.00	
Federal BIL Fund Balance	\$ 251,585.00	
Federal BIL Advance Funds	\$ 288,000.00	
<b>SUBTOTAL</b>	<b>\$ 1,854,882.00</b>	
<b>TOTAL SOURCES OF FUNDS</b>		<b>\$ 2,052,669.47</b>
<b>USES OF FUNDS</b>		
Admin and Misc City Fees		\$ 6,000.00
Construction Admin, Inspection & Geotechnical Services		\$ 98,600.00
Construction Contract		\$ 1,873,274.70
<b>TOTAL USES OF FUNDS</b>		<b>\$ 1,977,874.70</b>

**RESOLUTION NO.**

**AWARDING BID – 10-UNIT T-HANGAR AT THE AUSTIN  
MUNICIPAL AIRPORT**

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

10-Unit T-Hangar at the Austin Municipal Airport

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

<b><u>Contractor</u></b>	<b><u>Base Bid</u></b>	<b><u>DBE Commitment</u></b>
Everstrong Construction, Inc.	\$1,843,820.75	0.58%
Met-Con Construction, Inc.	\$1,859,302.65	1.0%
The Joseph Company, Inc.	\$1,873,274.70	15.5%
Engineer's Estimate	\$2,347,697.50	

**WHEREAS**, it appears The Joseph Company, Inc. is the bidder that met the 6.4% Disadvantaged Business Enterprise Program goal for this project; and

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

10-Unit T-Hangar at the Austin Municipal Airport

Passed by a vote of yeas and nays this 15th day of April, 2024.

YEAS

NAYS

ATTEST:

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City Recorder

APPROVED:

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Mayor

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



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

## Memorandum

**To:** Mayor & Council  
**From:** Mitch Wenum, PE  
**Date:** April 11, 2024  
**Subject:** Bids – 8<sup>th</sup> Street NE & Institute Lift Station

The City of Austin received bids for the 8<sup>th</sup> Street NE & Institute Lift Station Project on April 9, 2024. Work will consist of lift station and force main construction, sanitary sewer gravity main replacement, storm sewer improvements, concrete and asphalt paving, and sidewalk replacement.

The bids are summarized below:

Contractor	Bid Amount
Ulland Bros, Inc.	\$2,464,584.00
Geislinger & Sons	\$2,829,515.00
Wencl Construction, Inc.	\$2,834,470.00
ICON, LLC	Bid Rejected – Incomplete Bid
Engineer's Estimate	\$2,939,050.00

In addition to the construction cost, costs for completed design services and planned electrical work are summarized below:

Item	Amount
Planning & Design Services	\$12,500.00
Geotechnical Services	\$18,767.00
Electrical Improvements	\$18,188.00
<b>Total</b>	<b>\$49,455.00</b>

This brings the total project cost to **\$2,514,039.00**

The project will be funded using Municipal State Aid Street Funds, Local Funds 49, 61 & 67. We would recommend awarding the project to Ulland Bros, Inc. If you have any questions, please contact me.

Municipal State Aid Street Fund	\$984,075.75
Fund 49 – Capital Improvement Fund	\$231,281.00
Fund 61 – WWTP Fund	\$1,216,116.25
Fund 67 – Stormwater Utility Fund	\$82,566.00

## **RESOLUTION NO.**

### **AWARDING BID FOR 8<sup>TH</sup> STREET NE & INSTITUTE LIFT STATION STREET RECONSTRUCTION PROJECTS**

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

#### 8th Street NE & Institute Lift Station Street Reconstruction Projects

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

<b><u>Contractor</u></b>	<b><u>Bid</u></b>
Ulland Bros, Inc.	\$2,464,584.00
Geislenger & Sons	\$2,829,515.00
Wencl Construction, Inc	\$2,834,470.00
ICON, LLC	None
Engineer's Estimate	\$2,939,050.00

**AND, WHEREAS**, in addition to the construction cost, costs for completed design services and planned electrical work are summarized below:

<b><u>Item</u></b>	<b><u>Amount</u></b>
Planning & Design Services	\$12,500.00
Geotechnical Services	\$18,767.00
Electrical Improvements	\$18,188.00
Total project costs to \$2,514,039.00	

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

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

#### 8th Street NE & Institute Lift Station Street Reconstruction Projects

Passed by a vote of yeas and nays this 15th day of April, 2024

YEAS

NAYS

ATTEST:

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City Recorder

APPROVED:

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Mayor

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



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

## Memorandum

**To:** Mayor & Council  
**From:** Mitch Wenum, PE  
**Date:** April 9, 2024  
**Subject:** Bids – Pavement Striping

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We have received quotes for pavement striping on April 4, 2024. Work will consist of striping of approximately 25 miles of roadway. The paint will be a combination of solid yellow or white and dashed yellow or white. The following types of lines will be painted:

- Centerlines
- Turn Lanes
- Bike Lanes
- Shoulder Fog Lines

The quotes are summarized below.

<b>Contractor</b>	<b>Quote</b>
Sir Lines-A-Lot	\$14,240.90
Century Fence	Quote requested, but no quote received
Warning Lites	Quote requested, but no quote received

We would recommend awarding the project to Sir Lines-A-Lot. The work will be funded through the Sign & Traffic Department. If you have any questions, please contact me.

Miscellaneous pavement markings will be completed by the Sign & Traffic Dept staff. The type and approximate number are listed below:

- Crosswalks (270)
- Turn Arrows (136)
- Bike Lane Symbols (49)
- Parking Lots (38)
- Yellow Curb (unknown quantity)

Sign & Traffic Department	43170.6309	\$ 14,240.90
2023 Cost	\$13,403.20	(Sir Lines-A-Lot)
2022 Cost	\$8,919.90	(Traffic Marking Services Inc.)
2021 Cost	\$8,800.00	(AAA Striping)

**RESOLUTION NO.**

**AWARDING BID FOR PAVEMENT STRIPING**

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

Pavement Striping

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

<b><u>Contractor</u></b>	<b><u>Bid</u></b>
Sir Lines-A-Lot	\$14,240.90
Century Fence	None
Warning Lites	None

**AND, WHEREAS**, it appears Sir Lines-A-Lot is the lowest responsible bidder.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Austin, Minnesota that the bid of Sir Lines-A-Lot is hereby accepted and the Mayor and City Recorder are hereby authorized and directed to enter into the standard city contract with Sir Lines-A-Lot in the name of the City of Austin for the following:

Pavement Striping

Passed by a vote of yeas and nays this 15th day of April, 2024

YEAS

NAYS

ATTEST:

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City Recorder

APPROVED:

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Mayor

City of Austin  
Jason Sehon, Director  
Parks, Recreation & Forestry  
507-433-1881  
jsehon@ci.austin.mn.us



500 Fourth Avenue NE  
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## MEMORANDUM

**TO:** Honorable Mayor and Council

**FROM:** Jason Sehon, Director of Parks, Recreation & Forestry *JS*

**DATE:** April 15, 2024

**SUBJECT:** Blast and Paint at Austin Municipal Pool

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For the last couple months, staff has been researching and gathering quotes to repair the damaged pool surfacing for the main pool and the dive well. These repairs include blasting and removing the old paint as well as repainting the pool surfaces.

The pool was last painted in November, 2022 by an outside contractor. The paint has failed and since then the paint is peeling away from the concrete surface, creating safety issues as well as issues with paint flakes entering the pool filtration system. The paint flakes are about as thick as a credit card and the sharp edges create a potential cut hazard.

Our original plan to scrape and pressure wash the old flaking paint in house with Parks Staff has failed. We were hoping to safely open the pool this summer and contract out to blast and paint the pool after it closes in August 2024. However, our staff is learning that there is no real way to completely remove the flaking paint so that it does not present a serious safety issue throughout the pool surface. Sharp ends of paint will create a cut hazard to pool users as they enter and exit the pool as well as in the shallow end of the pool where they can stand. We believe the only solution is to completely remove all old paint.

We have received quotes from three (3) companies. One of the companies is not available to blast and paint the pool this spring. The other two companies are available to blast the pool beginning April 22, 2024 pending Council approval.

**Bids received (to blast only) the main pool:**

Anderson Sandblasting Inc:	\$44,779.00
M-Keys Dustless Mobile Blasting:	\$145,712.00

After many discussions, staff is not comfortable opening the main pool in the condition it will be in due to safety hazards. We do feel comfortable opening the dive well with minor repairs completed by Parks staff.

We are recommending to contract with the considerably lower cost estimate submitted by Anderson Sandblasting Inc. this spring to blast the pool. To keep costs down, we are also recommending the City purchase the paint and rely on Parks crews to paint the pool.

**Total project cost estimate breakdown including required City contributions:**

Contract the blasting of the main pool only:	\$44,779
Paint and supplies for main pool only:	\$50,000
Roll off containers and debris disposal estimate (City responsibility):	<u>\$10,000</u>
<b>Total City out of pocket cost:</b>	<b>\$104,779</b>

Parks Staff (labor only) to paint the pool:	\$7,040
<b>Total cost including labor:</b>	<b>\$111,819</b>
10% Contingency:	\$11,182
<b>Total Estimated Project Cost:</b>	<b>\$123,001</b>

If Council approves the project and expenditures as recommended by staff, we feel the pool can be blasted, painted, water added and chemicals balanced in time for the plan to open the pool on Monday, June 3, 2024. We understand that due to unforeseen circumstances, we may have to extend the opening of the pool.

**Staff Recommendation:**

Staff recommends council approve the above process in an estimated amount of \$123,001 and allow staff to contract with Anderson Sandblasting Inc. to blast and remove old paint from the main pool. Staff requests to fund the project with Building Fund Allocation funds.

The alternative to this recommendation is to keep the pool closed this summer so that staff can continue to develop and schedule necessary repairs to the failing paint.

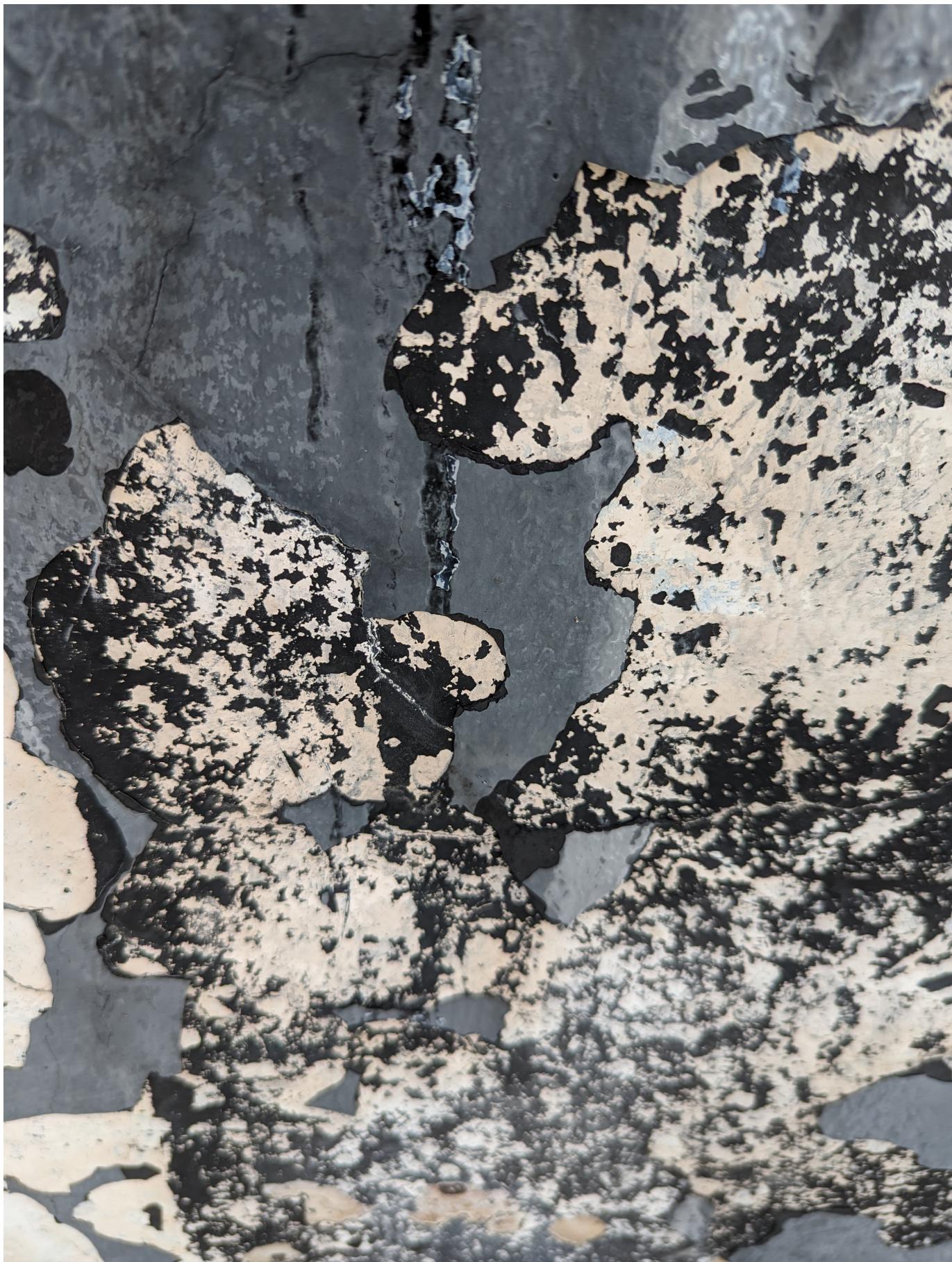
The following attachments are included for reference:

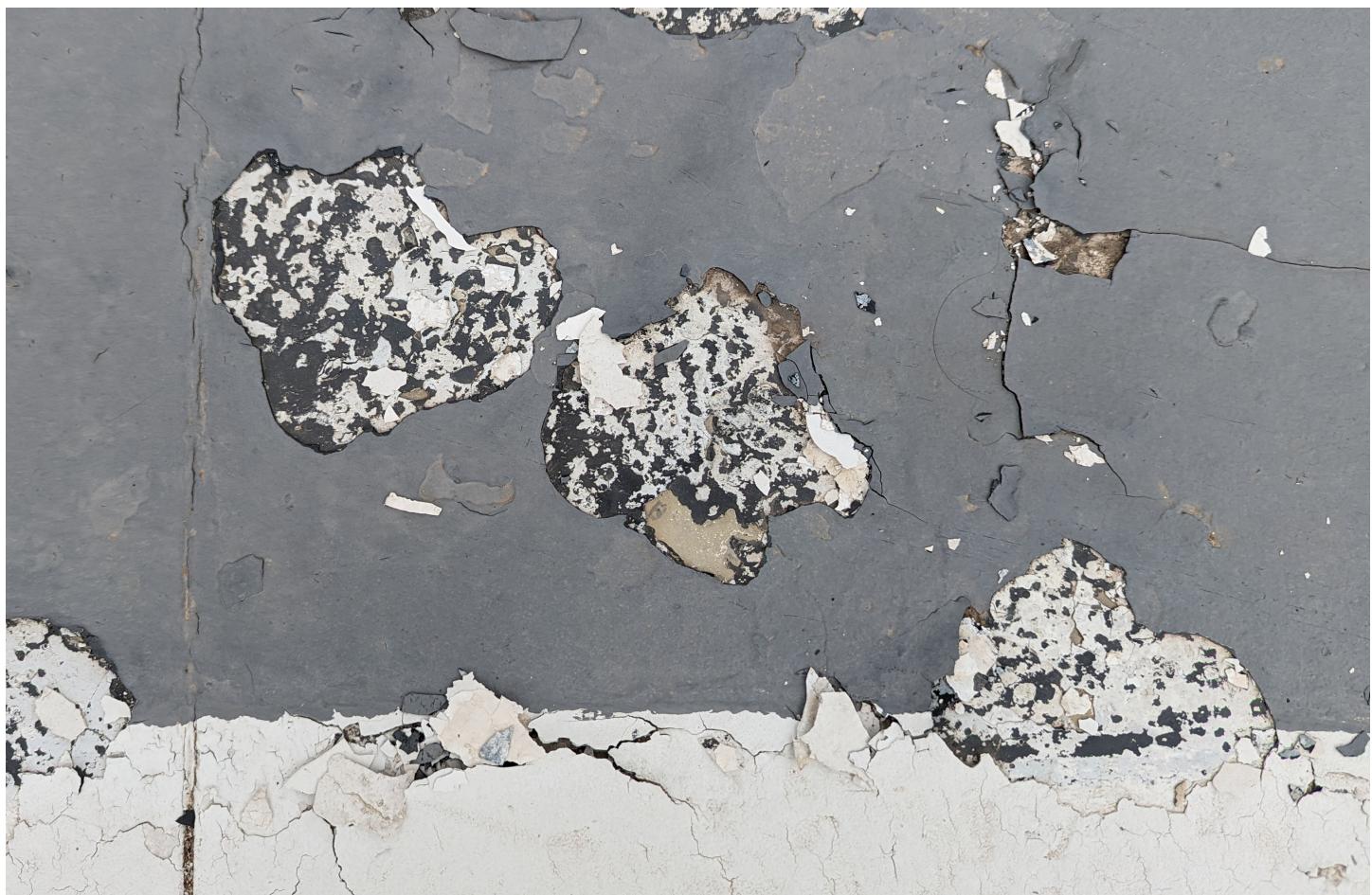
- Attachment 1: Photos of peeling paint
- Attachment 2: Quote from M-Keys Dustless Mobile Blasting
- Attachment 3: Quote from Anderson Sandblasting Inc.

Please let me know if you have any questions.

## Photo's of failing paint 4/10/24













# M-Keys Dustless Mobile Blasting

Scott & Vern  
701-500-1638 | 507-433-8145

Surface Blasting and Cleaning Estimate

#92

Today's Date

4/10/2024

Date of Service

Customer Information

Name Austin City

Company Jason Schae  
Randy Hofner

Address

City

State

ZIP

Email

Phone 507-439-1346

Coating(s) to Remove	Surface(s) to Blast	Sq. Ft.	Cost
<input checked="" type="checkbox"/> Paint	<input type="checkbox"/> Auto/Automotive Parts		
<input type="checkbox"/> Rust	<input type="checkbox"/> Brick/Stone Small Area/ing Pool	2300	17,802
<input type="checkbox"/> Body Filler/Bondo	<input checked="" type="checkbox"/> Concrete/Asphalt		
<input checked="" type="checkbox"/> Epoxy	<input type="checkbox"/> Wood/Decking lg Area/ing Pool	15161	117,346
<input type="checkbox"/> Powder Coating	<input type="checkbox"/> Pool/Plaster	72,461	135,148
<input type="checkbox"/> Graffiti	<input type="checkbox"/> Boat/Vessel		
<input type="checkbox"/> Stain	<input type="checkbox"/> Equipment/Machinery		
<input type="checkbox"/> Grease	<input type="checkbox"/> Steel		
<input type="checkbox"/> Calcium	<input type="checkbox"/> Fiberglass		
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	2	964
<input checked="" type="checkbox"/> Preparation	Customer <b>M-Keys Dustless Mobile Blasting</b> (circle one) is responsible.		10,564
<input checked="" type="checkbox"/> Cleanup	Customer <b>M-Keys Dustless Mobile Blasting</b> (circle one) is responsible.		
<input type="checkbox"/> Sales Tax	_____ %		
Additional Comments:	looking at 28 days Blast clean up 4 to 5 days Adon sign Y3 pdon Blast Done Y3 Ad When Clean	<b>TOTAL:</b> \$145,712	
		Deposit Amount:	48,570
		Deposit Paid:	

## Terms & Conditions

To prevent flash rust, please prime any metal surface as soon as possible after blasting, not to exceed 72 hours. Do not expose to moisture, touch with bare hands, or expose to body oils.

M-Keys Dustless Mobile Blasting is not affiliated with MMLJ Inc. or Dustless Blasting® and is solely responsible for work conducted.

\*Consult local regulations on proper disposal of blasting products.

## Acceptance of Estimate

The above prices and specifications are satisfactory and are accepted.

X  
Signature

X  
Date

# Estimate

2404-1015-5781

2024-04-10



Anderson Sandblasting Inc  
 64258 140th St  
 Adams MN 55909  
 panderson2414@gmail.com  
 (507) 884-4448

Austin Park and Rec. - Jason Sehon  
 500 4th Ave. NE  
 Austin MN 55912  
 jsehon@ci.Austin.mn.us  
 (507) 438-1364

Sandblast 26,000 sq feet pool, remove abrasive outside of fence  
 500 4th Ave. NE, Austin, MN, 55912

Description	Unit Price	Quantity	Total
<u>Sandblast pool remove spent abrasive</u> Austin municipal pool. Pool will be SSPC 6 commercial abrasive blasted using virgin coal slag. Caulk will be left intact in joints and breaks.  All spent abrasive removed from pool, City of Austin must supply roll off containers. The containers must have a liner and a cover. Due to lack of testing and time crunch this is SUBJECT TO CHANGE ORDER. Once the abrasive is outside the fence this contract ends. When numbers arrive for disposal and skid steer rentals that estimate will be submitted. Vacuum trucks cant be used at the moment. Storage for the abrasive must be kept on site until testing is done.  Pool will be blown off with compressed air to removed spent abrasive and dust. Pool will then shoveled out and transported outside the fence.	\$44,779.00	1.00	\$44,779.00

Blasting includes

A. Pool Interior

Sandblast all estimated surfaces of pool

Comply with OSHA safety standards

All spent abrasive left outside pool fence to be disposed of.

26,000 SQFT X \$1.00 PER SQFT = \$26,000.00

Rentals, power buggies 1 week pick up drop off  
\$1,190.00

Clean up Labor 5 days \$13,755.00

Hotel \$2,800.00

Perdiem \$800

Mobilize 36 miles round trip

36 x \$6.50 = \$234.00

This is an estimate. Color tinting, incidentals, limited access and fuel surcharges can increase price.

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*Total* \$44,779.00

**Compensation.** Client shall pay as set forth above. Price is subject to change, with customer's approval.

**Invoicing & Payment.** Invoice will be issued to Client upon completion of the Work. Client shall pay invoice within 10 days of Client's receipt of the invoice. Client shall also pay a late charge of 1-1/2% per month on all balances unpaid 30 days after the invoice date.

## RESOLUTION NO.

## **AWARDING BID FOR SANDBLASTING OF THE AUSTIN MUNICIPAL POOL – MAIN POOL**

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

## Sandblasting of the Austin Municipal Pool – Main Pool

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

<b>Contractor</b>	<b>Bid</b>
Anderson Sandblasting Inc	\$ 44,779.00
M-Keys Dustless Mobile Blasting	\$145,712.00

**AND, WHEREAS**, it appears Anderson Sandblasting Inc. is the lowest responsible bidder.

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

## Sandblasting of the Austin Municipal Pool – Main Pool

Passed by a vote of yeas and nays this 15th day of April, 2024

### YEAS

NAYS

ATTEST:

**APPROVED:**

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## City Recorder

**City of Austin  
Brianne D. Wolf,  
City Clerk**



**500 Fourth Avenue N.E.  
Austin, Minnesota 55912-3773  
Phone: 507-437-9944  
[briannew@ci.austin.mn.us](mailto:briannew@ci.austin.mn.us)  
[www.ci.austin.mn.us](http://www.ci.austin.mn.us)**

**To: Honorable Mayor and City Council Members**

**From: Brianne D. Wolf, City Clerk**

**Date: April 10, 2024**

**RE: Updates to the Designees of the Data Practices Policy**

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The Data Practices Policy was adopted on March 17, 2015. The listing of designees has since changed and needs to be updated.

The City Clerk has been updated and City Attorney has been added to this listing. All other information within this policy remains the same.

I would request that the Council authorize these changes.



# **City of Austin, Minnesota**

## **Data Practices Policy for Data Subjects**

*Adopted on March 17, 2015  
Updated on April 15, 2024*

The Government Data Practices Act (Minnesota Statutes, Chapter 13) says that data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data. Government data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

### **Classification of Data about You**

The Government Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. Data about you are classified by state law as public, private, or confidential. See below for some examples.

1. **Public data:** We must give public data to anyone who asks; it does not matter who is asking for the data or why.

The following is an example of public data about you: the name of City of Austin employees.

2. **Private data:** We cannot give private data to the general public, but you have access when the data are about you. We can share your private data with you, with someone who has your permission, with our government entity staff who need the data to do their work, and as permitted by law or court order.

The following is an example of private data about you: Social security number.

3. **Confidential data:** Confidential data have the most protection. Neither the public nor you can get access even when the confidential data are about you. We can share confidential data about you with our government entity staff who need the data to do their work and to others as permitted by law or court order. We cannot give you access to confidential data.

The following is an example of confidential data about you: The identity of the subject of an active criminal investigation.

### **Your Rights under the Government Data Practices Act**

This government entity must keep all government data in a way that makes it easy for you to access data about you. Also, we can collect and keep only those data about you that we need for administering and managing programs that are permitted by law. As a data subject, you have the following rights.

- **Access to Your Data**

You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian.

Minors have the right to ask this government entity not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We may ask you to put your request in writing and to include the reasons that we should deny your parents access to the data. We will make the final decision about your request based on your best interests.

**Note:** Minors do not have this right if the data in question are educational data maintained by an educational agency or institution.

- **When We Collect Data from You**

When we ask you to provide data about yourself that are not public, we must give you a notice. The notice is sometimes called a Tennesseen warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent. If you want us to release data to another person, you must use the consent form we provide.

- **Protecting your Data**

The Government Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe.

In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you as required by law.

- **When your Data are Inaccurate and/or Incomplete**

You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

## **How to Make a Request for Your Data**

To look at data, or request copies of data that this government entity keeps about you, your minor children, or an individual for whom you have been appointed legal guardian, make a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts. You may make your request by e-mail, fax or in person using the data request form.

If you choose not use to use the data request form, your request should include:

- that you are making a request, under the Government Data Practices Act (Minnesota Statutes, Chapter 13), as a data subject, for data about you;
- whether you would like to inspect the data, have copies of the data, or both;
- a clear description of the data you would like to inspect or have copied; and
- identifying information that proves you are the data subject, or data subject's parent/guardian.

This government entity requires proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a guardian, you must show legal documentation of your guardianship. Please see the Standards for Verifying Identity.

## **How We Respond to a Data Request**

Once you make your request, we will work to process your request. If it is not clear what data you are requesting, we will ask you for clarification.

- If we do not have the data, we will notify you in writing within 10 business days.
- If we have the data, but the data are confidential or private data that are not about you, we will notify you within 10 business days and state which specific law says you cannot access the data.
- If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days, by doing one of the following:
  - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
  - provide you with copies of the data within 10 business days subject to the payment of copy charges. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

After we have provided you with access to data about you, we do not have to show you the data again for 6 months unless there is a dispute or we collect or create new data about you.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree

to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, we are not required under the Government Data Practices Act to respond to questions that are not specific requests for data.

## **Data Practices Contacts**

### **Responsible Authority**

Tom Dankert  
Director of Administrative Services  
500 4<sup>th</sup> Avenue NE  
Austin, MN 55912  
507-437-9959  
[tdankert@ci.austin.mn.us](mailto:tdankert@ci.austin.mn.us)

### **Data Practices Compliance Official**

Tom Dankert  
Director of Administrative Services  
500 4<sup>th</sup> Avenue NE  
Austin, MN 55912  
507-437-9959  
[tdankert@ci.austin.mn.us](mailto:tdankert@ci.austin.mn.us)

### **Data Practices Designee(s)**

Trish Wiechmann  
Human Resources Director  
500 4<sup>th</sup> Avenue NE  
Austin, MN 55912  
507-437-9942  
[twiechma@ci.austin.mn.us](mailto:twiechma@ci.austin.mn.us)

Brianne D. Wolf  
City Clerk  
500 4<sup>th</sup> Avenue NE  
Austin, MN 55912  
504-437-9944  
[briannew@ci.austin.mn.us](mailto:briannew@ci.austin.mn.us)

Craig Byram  
City Attorney  
500 4<sup>th</sup> Avenue NE  
Austin, MN 55912  
507-433-3483



## **Copy Costs – Data Subjects**

This government entity charges data subjects for copies of government data. These charges are authorized under Minnesota Statutes, section 13.04, subdivision 3.

### **Actual Cost of Making the Copies**

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to make copies is \$20.00 per hour.

The cost per page is set by the City of Austin's fee schedule.

## Data Request Form – Data Subjects

**Date of request:** \_\_\_\_\_

To request data as a data subject, you must show a valid verifying identification document as proof of identity.

**I am requesting access to data in the following way:**

Inspection       Copies       Both inspection and copies

Note: inspection is free but fees for copies are established by the City of Austin's fee schedule.

**These are the data I am requesting:**

Describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form.

### Contact Information

Data subject name\_\_\_\_\_

Parent/Guardian name (if applicable)\_\_\_\_\_

Address\_\_\_\_\_

Phone number\_\_\_\_\_ Email address\_\_\_\_\_

### Staff Verification

Identification provided\_\_\_\_\_

We will respond to your request within 10 business days.

## Standards for Verifying Identity

The following constitute proof of identity.

- An **adult individual** must provide a valid photo ID, such as
  - a state driver's license
  - a military ID
  - a passport
  - a Minnesota ID
  - a Minnesota tribal ID
- A **minor individual** must provide a valid photo ID, such as
  - a state driver's license
  - a military ID
  - a passport
  - a Minnesota ID
  - a Minnesota Tribal ID
  - a Minnesota school ID
- The **parent or guardian of a minor** must provide a valid photo ID *and either*
  - a certified copy of the minor's birth certificate *or*
  - a certified copy of documents that establish the parent or guardian's relationship to the child, such as
    - ❖ a court order relating to divorce, separation, custody, foster care
    - ❖ a foster care contract
    - ❖ an affidavit of parentage
- The **legal guardian for an individual** must provide a valid photo ID *and* a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
  - court order(s)
  - valid power of attorney

Note: Individuals who do not exercise their data practices rights in person must provide *either* notarized or certified copies of the documents that are required *or* an affidavit of ID.



# **City of Austin, Minnesota Data Practices Guidelines and Procedures**

*Adopted on March 17, 2015  
Updated on April 15, 2024*

## 1. INTRODUCTION

These procedures are adopted to comply with the requirements of the Minnesota Data Practices Act (the Act), specifically Minn. Stat. Sec. 13.03, Subd. 2 and 13.05, Subd. 5 and 8.

## 2. RESPONSIBLE AUTHORITY AND DATA PRACTICES COMPLIANCE OFFICIAL

The person who is the responsible authority and data practices compliance official under the Act is Tom Dankert, Director of Administrative Services, 500 4<sup>th</sup> Avenue NE, Austin, Minnesota 55912. The data practices compliance official is the city employee to whom persons may direct questions or concerns regarding problems in obtaining access to information. The responsible authority has designated certain other city employees to assist in complying with the Act. These designees are listed on attached Exhibit 1.

## 3. CLASSIFICATIONS OF DATA ON INDIVIDUALS

Data on individuals is "all government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual." "Individual" is defined as a living human being. There are three types of data on individuals: public, private, and confidential. The Act includes two additional classifications, "data not on individuals" and "data on decedents", but because data in these additional classifications are less frequently requested they are not explained in this document.

- A. Public Data. Public data is data on individuals that is not classified by state statute, federal law or temporary classification as either private or confidential. It is accessible to anyone for any reason.
- B. Private Data. Private data is any data on individuals that is not accessible to the public, but is accessible to the subject of the data. Private data includes data that is expressly classified as private by state statute, federal law, or temporary classification.
- C. Confidential Data. Confidential data is data on individuals that is not accessible to the subject of the data or to the public. It includes data that is expressly classified as confidential by state statute, federal law or temporary classification.

## 4. ACCESS TO PUBLIC DATA

All information maintained by the City is public unless there is a specific statutory designation which gives it a different classification.

- A. People Entitled to Access. Any person has the right to inspect and copy public

data. The person also has the right to have an explanation of the meaning of the data. The person does not need to state his or her name or give the reason for the request.

B. Form of Request and Response.

- Request. The request for public data may be verbal or in writing. The Responsible Authority or designee may require a verbal request to be made in writing whenever a written request will assist the Responsible Authority or designee in performing his or her duties.
- Response.
  - The city is not required to provide information verbally over the telephone.
  - The city may provide information by fax or e-mail, at its own discretion.
  - The city is not required to provide information in any specific format, except that if the data is maintained in electronic format and is requested to be electronic format, then it must be provided in that medium. This does not mean that the city will provide the data in an electronic format or program that is different from what the city has.

C. Questions of Requesting Parties. People requesting public data must not be asked to identify themselves or state a reason for the request. They may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

D. Time Limits.

- Requests. Requests will be received and processed only during normal business hours.
- Response. If copies cannot be made at the time of the request, copies must be supplied as soon as reasonably possible.

E. Fees. Fees may be charged only if the requesting person asks for a copy or electronic transmittal of the data. Fees will be charged according to the City's fee schedule as amended from time to time by the City Council, unless significant time is required. In that case, the fee will include the actual cost of searching for retrieving, and copying or electronically transmitting the data. The fee may not include time necessary to separate public from non-public data.

F.

The responsible authority may also charge an additional fee if the copies have commercial value and are a substantial and discrete portion of a formula, compilation, program, process, or system developed with significant expenditure of public funds. This additional fee must relate to the actual development costs of the information.

## 5. ACCESS TO DATA ON INDIVIDUALS

Information about individual people is classified by law as public, private, or confidential. A list of the private and confidential information maintained by the City is on file in the City Clerk's office. The forms used to collect private and confidential information are on file in the City Clerk's office.

### A. People Entitled to Access.

- *Public information about an individual may be shown or given to anyone.*
  - *Private* information about an individual may be shown or given to:
    - The subject, but only once every six months, unless a dispute has arisen or additional data has been collected.
    - A person who has been given access by the express written consent of the data subject.
    - People who are authorized access by federal, state, or local law or court order.
    - People about whom the individual was advised at the time the data was collected. The identity of those people must be part of the *Tennessee* warning.
    - People within the city staff, the city council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.
  - *Confidential* information may not be given to the subject of the data, but may be shown or given to:
    - People who are authorized access by federal, state, or local law or court order.
    - People within the city staff, the city council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

B. Form of Request and Response.

- Request. Any individual may request verbally or in writing if the city has stored data about that individual and whether the data is classified as public, private, or confidential.

All requests to see or copy private or confidential information must be in writing. An *Information Disclosure Request*, attached as Exhibit 2, must be completed to document who requests and who receives this information. The responsible authority or designee must complete the relevant portions of the form. The responsible authority or designee may waive the use of this form if there is other documentation of the requesting party's identity, the information requested, and the city's response.

- Response.

- The city is not required to provide information verbally over the telephone.
- The city may provide information by fax or e-mail, at its own discretion.
- The city is not required to provide information in any specific format, except that if the data is maintained in electronic format and is requested to be electronic format, then it must be provided in that medium. This does not mean that the city will provide the data in an electronic format or program that is different from what the city has.
- Requests for names and addresses of residents must be made in person or in writing.

C. Identification of Requesting Party. The responsible authority or designee must verify the identity of the requesting party as a person entitled to access. This can be through personal knowledge, presentation of written identification, comparison of the data subject's signature on a consent form with the person's signature in city records, or other reasonable means.

D. Time Limits.

- Requests. Requests will be received and processed only during normal business hours.
- Response. The response must be immediate, if possible, or within 10 days (excluding Saturdays, Sundays and legal holidays) if an immediate response is not

possible.

- E. Fees. Fees may be charged in the same manner as for public information.
- F. Summary Data. Summary data is statistical records and reports derived from data on individuals but which does not identify an individual by name or any other characteristic that could uniquely identify an individual. Summary data derived from private or confidential data is public. The responsible authority or designee will prepare summary data upon request, if the request is in writing and the requesting party pays for the cost of preparation. The responsible authority or designee must notify the requesting party about the estimated costs and collect those costs before preparing or supplying the summary data. This should be done within 10 days after receiving the request. If the summary data cannot be prepared within 10 days, the responsible authority must notify the requester of the anticipated time schedule and the reasons for the delay.

Summary data may be prepared by "blacking out" personal identifiers, cutting out portions of the records that contain personal identifiers, programming computers to delete personal identifiers, or other reasonable means.

The responsible authority may ask an outside agency or person to prepare the summary data if (1) the specific purpose is given in writing, (2) the agency or person agrees not to disclose the private or confidential data, and (3) the responsible authority determines that access by this outside agency or person will not compromise the privacy of the private or confidential data.

- G. Juvenile Records. The following applies to *private* (not confidential) data about people under the age of 18.
  - Parental Access. In addition to the people listed above who may have access to private data, a parent may have access to private information about a juvenile data subject. "Parent" means the parent or guardian of a juvenile data subject, or individual acting as a parent or guardian in the absence of a parent or guardian. The parent is presumed to have this right unless the responsible authority or designee has been given evidence that there is a state law, court order, or other legally binding document which prohibits this right.
  - Notice to Juvenile. Before requesting private data from juveniles, city personnel must notify the juveniles that they may request that the information not be given to their parent(s). This notice should be in the form attached as Exhibit 6.
  - Denial of Parental Access. The responsible authority or designee may deny parental access to private data when the juvenile requests this denial and the responsible authority or designee determines that withholding the data would be in the best interest of the juvenile. The request from the juvenile must be in writing stating the reasons for the request. In determining the best interest of the juvenile, the

responsible authority or designee will consider:

- Whether the juvenile is of sufficient age and maturity to explain the reasons and understand the consequences,
- Whether denying access may protect the juvenile from physical or emotional harm,
- Whether there are reasonable grounds to support the juvenile's reasons, and
- Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize the health of the minor. The city complies with all HIPPA requirements.

The responsible authority or designee may also deny parental access to health records without a request from the juvenile under Minnesota Statutes Section 144.335.

## 6. DENIAL OF ACCESS

If the responsible authority or designee determines that the requested data is not accessible to the requesting party, the responsible authority or designee must inform the requesting party orally at the time of the request or in writing as soon after that as possible. The responsible authority or designee must give the specific legal authority, including statutory section, for withholding the data. The responsible authority or designee must place an oral denial in writing upon request. This must also include the specific legal authority for the denial.

## 7. COLLECTION OF DATA ON INDIVIDUALS

The collection and storage of information about individuals will be limited to that necessary for the administration and management of programs specifically authorized by the state legislature, city council, or federal government.

When an individual is asked to supply private or confidential information about the individual, the City employee requesting the information must give the individual a *Tennessee* warning. This warning must contain the following:

- the purpose and intended use of the requested data,
- whether the individual may refuse or is legally required to supply the requested data,

- any known consequences from supplying or refusing to supply the information, and
- the identity of other persons or entities authorized by state or federal law to receive the data.

A *Tennessee* warning is not required when an individual is requested to supply investigative data to a law enforcement officer.

A *Tennessee* warning may be on a separate form or may be incorporated into the form which requests the private or confidential data.

## 8. CHALLENGE TO DATA ACCURACY

An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the city. The individual must notify the city's responsible authority in writing describing the nature of the disagreement. Within 30 days, the responsible authority or designee must respond and either (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, or (2) notify the individual that the authority believes the data to be correct.

An individual who is dissatisfied with the responsible authority's action may appeal to the Commissioner of the Minnesota Department of Administration, using the contested case procedures under Minnesota Statutes Chapter 14. The responsible authority will correct any data if so ordered by the Commissioner.

## 9. DATA PROTECTION

### A. Accuracy and Currency of Data.

- All employees will be requested, and given appropriate forms, to provide updated personal information to the appropriate staff person, which is necessary for tax, insurance, emergency notification, and other personnel purposes. Other people who provide private or confidential information will also be encouraged to provide updated information when appropriate.
- Department heads should periodically review forms used to collect data on individuals to delete items that are not necessary and to clarify items that may be ambiguous.
- All records must be disposed of according to the city's records retention schedule.

### B. Data Safeguards.

- Private and confidential information will be stored in files or databases which are not readily accessible to individuals who do not have authorized access and which will be secured during hours when the offices are closed.
- Private and confidential data must be kept only in city offices, except when necessary for city business.
- Only those employees whose job responsibilities require them to have access will be allowed access to files and records that contain private or confidential information. These employees will be instructed to:
  - not discuss, disclose, or otherwise release private or confidential data to city employees whose job responsibilities do not require access to the data;
  - not leave private or confidential data where non-authorized individuals might see it, and
  - shred private or confidential data before discarding.
- When a contract with an outside party requires access to private or confidential information, the contracting party will be required to use and disseminate the information consistent with the Act.

## **EXHIBIT 1**

Responsible Authority and Compliance Official:

Tom Dankert  
Director of Administrative Services  
500 4<sup>th</sup> Avenue NE  
Austin, Minnesota 55912  
507-437-9959

Designees:

Brianne Wolf  
City Clerk  
500 4<sup>th</sup> Avenue NE  
Austin, Minnesota 55912  
507-437-9944

Trish Wiechmann  
Director of Human Resources  
500 4<sup>th</sup> Avenue NE  
Austin, Minnesota 55912  
507-437-9942

Craig Byram  
City Attorney  
500 4<sup>th</sup> Avenue NE  
Austin, Minnesota 55912  
507-433-3483

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

RESOLUTION APPOINTING A RESPONSIBLE AUTHORITY AND ASSIGNING DUTIES.

WHEREAS, Minnesota Statutes, section 13.02, subdivision 16, as amended, requires that the City of Austin appoint one person as the Responsible Authority to administer the requirements for collection, storage, use, and dissemination of data on individuals within the City and,

WHEREAS, the Austin City Council shares concern expressed by the Legislature on the responsible use of all City data and wishes to satisfy this concern by immediately appointing an administratively qualified Responsible Authority as required under the statute

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF Austin, MINNESOTA AS FOLLOWS:

The City appoints Tom Dankert as the Responsible Authority for the purposes of meeting all requirements of Minnesota Statutes, chapter 13 as amended, and with rules as lawfully promulgated by the commissioner of Administration.

FURTHER, BE IT RESOLVED, the Responsible Authority shall require the requesting party to pay the actual cost of making, certifying, and compiling copies and of preparing summary data, as allowed by Minnesota Statutes, chapter 13 and by Minnesota Rules, chapter 1205, as amended.

Passed by the Austin City Council this 15th day of April, 2024.

YEAS

NAYS

ATTEST:

---

City Recorder

APPROVED:

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Mayor

**City of Austin  
Brianne D. Wolf,  
City Clerk**



**500 Fourth Avenue N.E.  
Austin, Minnesota 55912-3773  
Phone: 507-437-9944  
[briannew@ci.austin.mn.us](mailto:briannew@ci.austin.mn.us)  
[www.ci.austin.mn.us](http://www.ci.austin.mn.us)**

**To: Honorable Mayor and City Council Members**

**From: Brianne D. Wolf, City Clerk**

**Date: April 10, 2024**

**RE: Star Liquor Off-Sale Liquor License Transfer**

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Austin Spirits, LLC has completed all the paperwork to transfer the necessary licenses for their business from Star Liquor of Austin, Inc.

The Clerk's Office would request the Council authorize the transfer of the off-sale liquor license from Star Liquor of Austin, Inc to Austin Spirits, LLC.

Please let me know if you have any questions.

**RESOLUTION NO.**  
**APPROVING OFF-SALE LIQUOR LICENSE TRANSFER**

**WHEREAS**, the corporation hereinafter named has applied to the City Council at Austin, Minnesota, for license to transfer their off-sale liquor license to the respective corporation name listed below; and

**WHEREAS**, after due investigation, it appears said applicants for said license for sale of off-sale liquor have complied with all the provisions of the law relative thereto and are entitled to have a license issued to them, subject to the approval of the Minnesota Alcohol and Gambling Enforcement, for the address listed below the name.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Austin, Minnesota does hereby grant a license for the sale of off-sale liquor to the following named licensee at the following location in Austin, Minnesota, which license shall expire December 31, 2024.

Star Liquor of Austin, Inc  
dba Star Liquor  
205 11<sup>th</sup> Street NE  
Austin, MN 55912

to

Austin Spirits, LLC  
dba Austin Spirits  
205 11th Street NE  
Austin, MN 55912

Passed by a vote of Yeas and Nays this 15th day of April, 2024.

YEAS

NAYS

ATTEST:

---

City Recorder

APPROVED:

---

Mayor

**City of Austin  
Brianne D. Wolf,  
City Clerk**



**500 Fourth Avenue N.E.  
Austin, Minnesota 55912-3773  
Phone: 507-437-9944  
[briannew@ci.austin.mn.us](mailto:briannew@ci.austin.mn.us)  
[www.ci.austin.mn.us](http://www.ci.austin.mn.us)**

**To: Honorable Mayor and City Council Members**

**From: Brianne D. Wolf, City Clerk**

**Date: April 10, 2024**

**RE: Off-Sale Liquor License Application Request**

---

We have received an application for an Off-Sale Hard Liquor license from Radhe Shyam Corp. dba One Stop Liquor and Tobacco, 902 12<sup>th</sup> Street SW. This is a new license request. The City of Austin has a limit of ten off-sale liquor licenses, and six of these are currently issued.

The Clerk's office has received the certification documents that are required for this license and recommends approval. Approval is also being recommended by Police Chief David McKichan.

Please let me know if you have any questions.

**RESOLUTION NO.**  
**APPROVING OFF-SALE LIQUOR LICENSE APPLICATION**

**WHEREAS**, the corporation hereinafter named has applied to the City Council at Austin, Minnesota, for license to sell off-sale liquor at the respective address listed below; and

**WHEREAS**, after due investigation, it appears said applicants for said license for sale of off-sale liquor have complied with all the provisions of the law relative thereto and are entitled to have a license issued to them, subject to the approval of the Minnesota Liquor Control Board, for the address listed below the name.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Austin, Minnesota does hereby grant a license for the sale of off-sale liquor to the following named licensee at the following location in Austin, Minnesota, which license shall expire December 31, 2024.

Radhe Shyam Corp. dba One Stop Liquor and Tobacco  
902 12<sup>th</sup> Street SW  
Austin, MN 55912

Passed by a vote of Yeas and Nays this 15<sup>th</sup> day of April, 2024.

YEAS

NAYS

ATTEST:

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City Recorder

APPROVED:

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Mayor

**City of Austin  
Brianne D. Wolf,  
City Clerk**



**500 Fourth Avenue N.E.  
Austin, Minnesota 55912-3773  
Phone: 507-437-9944  
[briannew@ci.austin.mn.us](mailto:briannew@ci.austin.mn.us)  
[www.ci.austin.mn.us](http://www.ci.austin.mn.us)**

**To: Honorable Mayor and City Council Members**

**From: Brianne D. Wolf, City Clerk**

**Date: April 10, 2024**

**RE: Hy-Vee, Inc. Liquor License Premises Expansion**

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We are updating the information for Hy-Vee, Inc. 1307 18<sup>th</sup> Avenue NW, to expand their liquor license to the outdoor fenced patio area to the east of the building.

The Clerk's Office would request that the Council authorize the approval of this expansion.

**RESOLUTION NO.**

**GRANTING HARD LIQUOR ON-SALE & SUNDAY ON-SALE LICENSE**

**WHEREAS**, the establishment hereinafter named has applied to the City Council at Austin, Minnesota, for license to sell hard liquor on-sale and Sunday on-sale at the respective address listed below; and

**WHEREAS**, after due investigation, it appears said establishment for said license for sale of hard liquor on-sale and Sunday on-sale has complied with all the provisions of the law relative thereto and is entitled to have a license issued to them for the address listed below their name.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Austin, Minnesota does hereby grant license for the sale of hard liquor on-sale and Sunday on-sale to the following named licensee at the following location in Austin, Minnesota, which license shall expire December 31, 2024.

Hy-Vee, Inc  
1307 18<sup>th</sup> Avenue NW, Suite A  
Outdoor Fenced Patio Area to the East  
Austin, MN 55912

Passed by a vote of yeas and nays this 15<sup>th</sup> day of April, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

---

City Recorder

---

Mayor

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



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

## Memorandum

**To:** Mayor & Council  
**From:** Steven J. Lang, P.E.  
**Date:** April 10, 2024  
**Subject:** Airport 10-Unit T-Hangar CP 22312  
 Construction Admin, Inspection and Geotechnical Services

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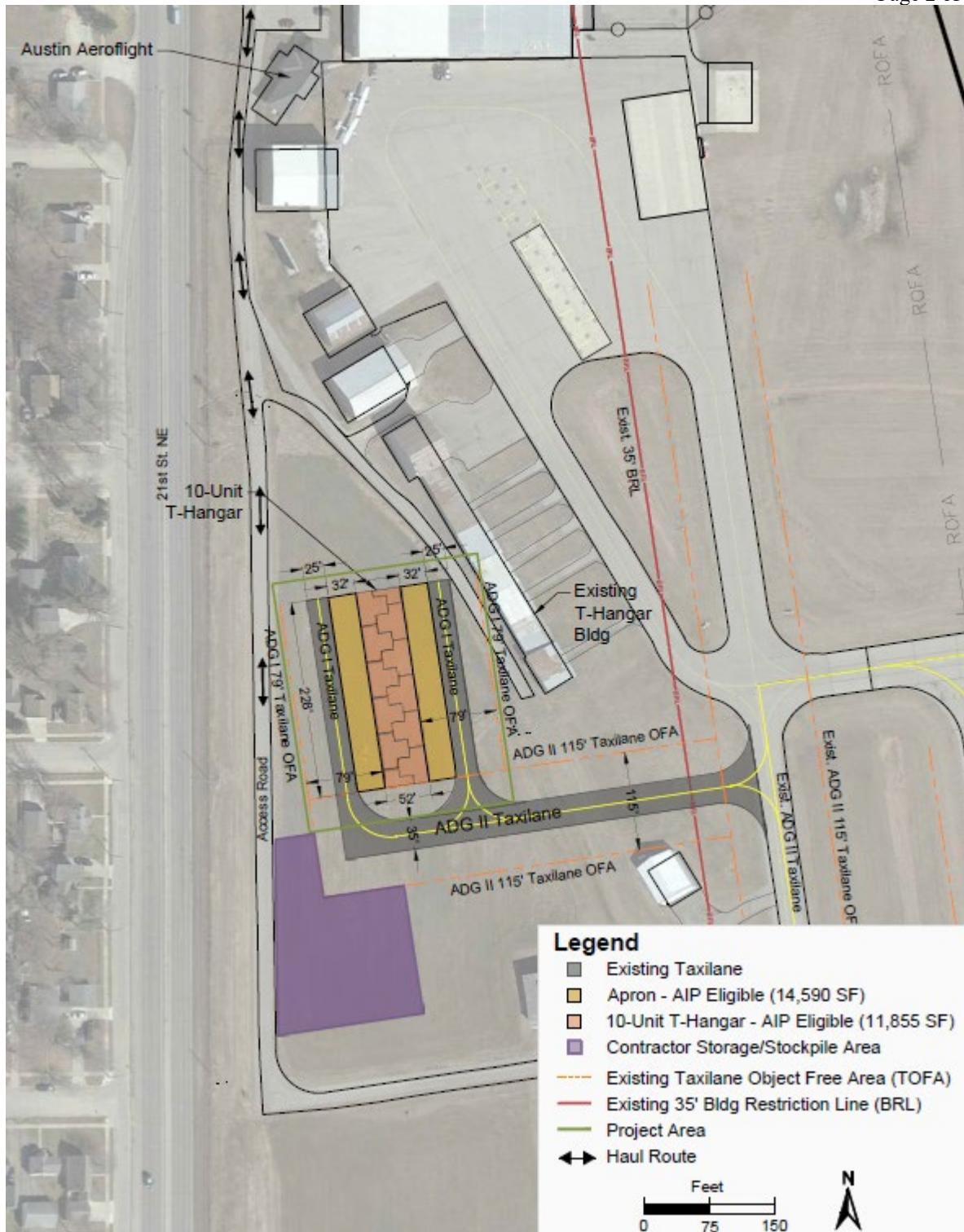
Our airport consultant, Short Elliot Hendrickson (SEH), has assisted the City through the project development and design phase of the T-Hangar project. Now as we move into the construction phase of the project, they have provided a proposal in the amount of \$98,600 to assist the City with the following services:

- Project Administrative Services
- Permit Coordination
- Pre-Construction and Progress Meetings
- Shop Drawing Review
- Pay Applications
- As-Built Drawings
- Airport Layout Plan Updates
- Construction Inspection
- FAA Documents and Reporting Requirements
- Material Testing
  - Sub-consultant Braun Intertec, Inc.

Costs for this project will be funding using 90% Federal, 5% State and 5% local funds. I would recommend approval of this construction services contract with SEH for the T-Hangar construction project. Please let me know if you have any questions.

**Project Budget**

\$ 6,000.00	Admin and Misc City Fees
\$ 98,600.00	Construction Admin, Inspection and Geotechnical Services
<u>\$1,873,274.70</u>	Construction Contract
\$1,977,874.70	



ARCHITECT/ENGINEER AGREEMENT  
Between

City of Austin, Minnesota  
\_\_\_\_\_  
(OWNER)

and

Short Elliott Hendrickson Inc.  
\_\_\_\_\_  
(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between City of Austin, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

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

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

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

T-Hangar and Apron Construction,

hereinafter referred to as the Project.

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

## ARTICLE 2. PERIOD OF SERVICE

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

## ARTICLE 3. COMPENSATION TO CONSULTANT

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

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

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

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

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

- 3) Outside professional and technical services.
- 4) Identifiable reproduction and reprographic charges.
- 5) Expendable field supplies and special field equipment rental.
- 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.

d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

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

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

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

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

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

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

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

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

#### ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

#### ARTICLE 6. DISPUTE RESOLUTION

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

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

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

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

## ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

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

## ARTICLE 9. OWNER'S RESPONSIBILITY

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

7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

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

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.

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

## ARTICLE 10. OPINIONS OF COST

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

## ARTICLE 11. CONSTRUCTION PHASE SERVICES

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

## ARTICLE 12. INSURANCE

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

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

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

#### ARTICLE 13. INDEPENDENT CONTRACTOR

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

#### ARTICLE 14. FEDERAL AND STATE PARTICIPATION

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

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

#### ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

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

#### ARTICLE 16. FEDERAL CONTRACT CLAUSES

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

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

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

## ARTICLE 17. ASSIGNMENT

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

## ARTICLE 18. NOTICES

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

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

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

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

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

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

## ARTICLE 19. CONTROLLING LAW

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

## ARTICLE 20. SPECIAL CONDITIONS

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

<b>City of Austin, MN</b>	<b>Short Elliott Hendrickson Inc.</b>
OWNER	CONSULTANT
By _____	By _____
Attest _____	

Attachments: A, B, and C

## ATTACHMENT A

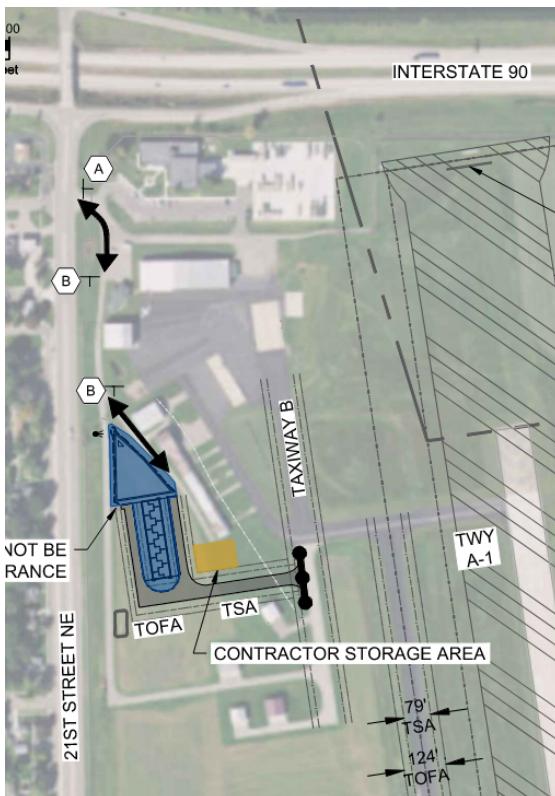
### PROPOSAL FOR CONSTRUCTION SERVICES – CONSTRUCTION ADMINISTRATION, CONSTRUCTION OBSERVATION, AND CLOSEOUT

#### AUSTIN, MINNESOTA 2024 CONSTRUCT 10-UNIT T-HANGAR AUSTIN MUNICIPAL AIRPORT

##### **PROJECT SCOPE:**

AUM has significant demand for hangar space to base aircraft at the airport. There are more than 10 pilots on a hangar waiting list to rent hangar space at the airport. In federal fiscal year 2023, design for a 10-unit hangar was completed (AIP 3-27-0007-021-2023). This project was publicly bid in March 2024. Construction is scheduled to start in spring/summer 2024.

The 10-unit T-hangar will support Airport Design Group (ADG) I aircraft. No property acquisition is required with this project.



**Figure 1 – Proposed Location of Hangar**

##### **PROPOSED PROJECT SCHEDULE**

The project is scheduled to be substantially completed in 180-calendar days (six months). It is anticipated the work will be performed during weekdays with weekend work as needed. Contractor is anticipated to start in the spring/summer of 2024, pending grant award, weather, site conditions, and procurement of materials.

April 2024	Construction Procurement Begins, Shop Drawing and Submittal Reviews Begin
August 2024	Construction Begins
January 2025	Substantial Completion
Spring 2025	Closeout Process Begins

**SCOPE OF SERVICES:**

Services to be provided under this proposal include construction observation and administration services as well as closeout report preparation and project management.

Specific tasks to be performed by the Consultant include the following:

**Work Element 1: Construction Administration Services**

- 1.1. **Scope Development:** Consultant will develop the project scope to ensure that necessary aspects of the project are included. Scope development includes coordination with the City of Austin (Sponsor) and the Federal Aviation Administration (FAA) for scope review, preparation of the final scope, fee proposal development, and contract negotiations. As part of the scope development, Consultant will coordinate and obtain scope and fee estimates for subconsultant work including quality assurance testing.
- 1.2. **Project Administration Services:** Consultant will provide office engineering staff, CAD personnel, and administrative staff that will assist the construction project team as necessary during construction in response to Requests for Information (RFI), plan or specification clarifications, change orders and other issues that may arise. Other administrative tasks include project set up and invoicing, progress reports, RFI log development and management, and contract management.
- 1.3. **Permit Coordination:** Consultant will review all applicable permits related to the project construction, provided by the Contractor. This includes, at a minimum, the building permit and NPDES permit. Consultant will assist with the plan review process as required by the building code official.
- 1.4. **Pre-Construction Meeting:** Consultant will hold a pre-construction meeting (at the airport) prior to beginning construction to outline and discuss project requirements, administration procedures, airfield pavement closure procedures and requirements, schedules, project responsibilities and communication, Disadvantaged Business Enterprise (DBE) reporting, contractor submittals, and other construction related information. Consultant will administer the pre-construction meeting, issue notifications, and record meeting minutes. The meeting will be attended by the Contractor, subcontractors (as needed), FAA, Airport and SEH staff, including the Project Manager (at the airport) and representatives from each major discipline (virtually). Travel time is included.
- 1.5. **Establish Survey Control:** Consultant will establish the necessary horizontal and vertical control for the project. (The Contractor is required to provide the construction staking for the remainder of the project.) Travel time is included.
- 1.6. **Submittal and Shop Drawing Review:** Consultant will review product and material data, Buy American certification, shop drawings, samples, mockups and other items required to be submitted by the Contractor. This includes coordination with the City of Austin to make specific product and color selections during the submittal process.
- 1.7. **Progress Meetings:** Construction progress meetings will be held on a bi-weekly basis while construction work is being performed. The progress meeting will be attended by SEH staff, including Project Manager and Resident Project Representative (RPR), and other staff as needed or required. It is anticipated that 12 progress meetings will occur during construction activities and will require inclusion of preparatory and meeting documentation work (six 1-hour in-person meetings and six 30-minute virtual meetings). Consultant will administer the meetings, issue notifications, and record meeting minutes. Travel time is included for the Project Manager.
- 1.8. **Pay Applications:** Consultant will prepare 7 partial pay applications throughout construction (one per month of construction and one for material acquisition (material-on-hand) prior to construction). A final pay application will be prepared, to release retainage, following the final agreement of quantities for all work components and all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing pay applications.

- 1.9. **As-Built Drawings:** Consultant will prepare as-built drawings. As-built drawings will incorporate any modifications or additions that occurred during construction. Electronic (PDF) copies of the as-built drawings will be provided to the Owner, MnDOT, and FAA.
- 1.10. **Update Airport Layout Plan (ALP):** Consultant will complete an update to the current ALP to reflect as-built conditions.

#### **Work Element 2: Construction Observation Services**

- 2.1. **Construction Observation:** Consultant will provide part-time construction observation for the duration of construction (no daily observation staffing is included in this Scope of Services). The project is estimated for 180-calendar days (six months) of construction. A resident project representative (RPR) will be onsite during critical portions of construction to ensure that work is performed in accordance with the contract documents. It is estimated the RPR will be onsite for 15-working days (8-hour days) throughout the project. The RPR will document and record construction progress through a daily journal and daily progress reports, when present onsite.
- 2.2. **Final Inspection/Punch List:** Consultant will conduct a final inspection with the Contractor after completion of the work and prior to substantial project acceptance. Consultant representatives will include Project Manager and Project Engineer. Discipline leads will attend virtually as necessary. A punch list will be developed by the Consultant and provided to the Contractor if deficiencies are found. The punch list will be a tracking document and progress on the items will be recorded until issues are resolved. The final inspection is expected to include 3-hours onsite (plus 1-hour of preparation/documentation). Travel time is included.

#### **Work Element 3: Project Closeout and FAA Reporting**

- 3.1. **FAA Project Quarterly Reports:** Consultant will prepare FAA Quarterly Reports and submit to FAA on a quarterly basis until grant closeout. (four submittals anticipated).
- 3.2. **Project Closeout:** Consultant will work with the Contractor to ensure that necessary closeout documents are submitted by the Contractor. These include, but are not limited to, MnDOT form IC-134 documentation, lien waivers, wage rate compliance, and other documentation as identified in the specifications.
- 3.3. **FAA Closeout Report:** Consultant will prepare a Project Closeout Report as required by the FAA by using the Sponsors Guide to Quality Project Closeout Report Requirements (FAA Publication).
- 3.4. **Disadvantaged Business Enterprise (DBE) Requirements:** Consultant will review and submit the required documentation to confirm the Contractor's compliance with the DBE program and goals for this project or provide evidence of "good faith efforts" to meet DBE requirements.
- 3.5. **Buy American Compliance and Waiver:** Consultant will coordinate contractor submittals concerning compliance with required Buy American certifications for submitted materials. In the event the contractor is unable to comply with 100 percent Buy American (which is likely), the consultant will assist the contractor in submitting a waiver to the FAA.

#### **Work Element 4: Project Management and Stakeholder Engagement**

- 4.1. **Overall Project Management:** Consultant will provide overall administering of the project, including preparing contract modifications, reviewing quality control and testing results, and coordination with the Owner, Contractor, FAA and other regulatory agencies and utilities.
- 4.2. **Subconsultant Coordination:** Scheduling, coordination, and review of deliverables, including subcontracts, shop drawings, submittals, and reports.
- 4.3. **Tenant and User Construction Notification:** Consultant will develop a tenant and user construction notice to be distributed prior to construction to provide information on construction activities and identify impacts to airport operations. The Owner will be required to distribute the notices.

Proposal for Construction Services  
Austin Municipal Airport, Minnesota

Subconsultants performing work under this proposal include the following:

1. Braun Intertec, Inc.: Quality Assurance testing for the building construction will be performed by Braun Intertec of Duluth, Minnesota. See Braun Intertec proposal dated March 13, 2024.

**ESTIMATED FEES AND EXPENSES**  
**ATTACHMENT B**  
**2024 CONSTRUCT HANGAR BUILDING - CONSTRUCTION ADMINISTRATION & OBSERVATION**  
**AUSTIN AIRPORT**

Task No.	Task Description	Project Manager	Project Engineer / RPR	Structural Engineer	Electrical Engineer	Architect	Survey Crew Chief	Senior Planner	Senior Technician	Administrative Assistant
<b>Work Element #1: Construction Administration Services</b>										
1.1	Scope Development	1	2							
1.2	Project Administration Services		4	2	2	2			4	4
1.3	Permit Coordination		4							
1.4	Pre-Construction Meeting	8	8	1	1	1		1		
1.5	Establish Survey Control						6			
1.6	Submittal and Shop Drawing Review	2	6	14	6	6				
1.7	Progress Meetings (12 Total)	12	9	2	2	2				
1.8	Pay Applications (8 Total)	4	8							
1.9	As-Built Drawings	1	2	2	2	2			8	
1.10	Update Airport Layout Plan (ALP)		1					2	4	
<b>Work Element #2: Construction Observation Services</b>										
2.1	Construction Observation (15-Onsite Days)		120							
2.2	Final Inspection/Punch List	8	12	2	2	2				
<b>Work Element #3: Project Closeout and FAA Reporting</b>										
3.1	FAA Project Quarterly Reports		4							
3.2	Project Closeout	1	4							
3.3	FAA Closeout Report	1	4						1	
3.4	Disadvantaged Business Enterprise (DBE) Reporting	1	2						1	
3.5	Buy American Certification and Waiver	1	4							
<b>Work Element #4: Project Management and Stakeholder Engagement</b>										
4.1	Overall Project Management	12		4	4	4				
4.2	Subconsultant Coordination		4							
4.3	Tenant and User Construction Notification	1							4	
	Total hours per labor category	53	198	27	19	19	6	3	20	6

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Project Manager	53	\$64.50	\$3,418.50
Project Engineer / RPR	198	\$38.50	\$7,623.00
Structural Engineer	27	\$54.16	\$1,462.32
Electrical Engineer	19	\$62.08	\$1,179.52
Architect	19	\$73.20	\$1,390.80
Survey Crew Chief	6	\$48.03	\$288.18
Senior Planner	3	\$54.08	\$162.24
Senior Technician	20	\$45.99	\$919.80
Administrative Assistant	6	\$33.91	\$203.46
 Total Direct Labor Costs:	351	 \$16,647.82	
Direct Salary Cost plus Overhead		\$31,630.86	
 <b>Total Labor Costs</b>		 <b>\$48,278.68</b>	
 Fee (15%)		 \$7,241.80	

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	5,540	\$0.67	\$3,711.80
Computer Charges	351	\$5.55	\$1,948.05
Construction Auto Allowance	30	\$16.00	\$480.00
Per Diem	15	\$36.00	\$540.00
Survey GPS Equipment	6	\$45.00	\$270.00
Survey Vehicle Allowance	6	\$4.90	\$29.40
Geotechnical Testing Services (Braun Intertec)	1	\$36,175.00	\$36,175.00
 <b>Total Expenses</b>		 <b>\$43,154.25</b>	
Total (Labor Costs + Fee + Expenses)		\$98,674.73	

**SUMMARY:**

Estimated Total	<b>\$98,600.00</b>
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The Science You Build On.

**Braun Intertec Corporation**  
18 Woodlake Drive  
Rochester, MN 55904

Phone: 507.281.2515  
Fax: 507.281.5303  
Web: [braunintertec.com](http://braunintertec.com)

March 13, 2024

Proposal QTB193173

Adinda Van Espen, PE  
Short Elliott Hendrickson, Inc.  
3535 Vadnais Center Drive  
Saint Paul, MN 55110

Re: Proposal for Special Inspection and Testing Services  
2023 T-Hangar and Apron Construction  
Austin Municipal Airport  
710 21<sup>st</sup> Street Northeast  
Austin, Minnesota

Dear Ms. Van Espen:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the proposed new T-hangar and aprons at the Municipal Airport in Austin, Minnesota.

We have completed the geotechnical evaluation for the project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development, which allows us to understand some of the considerations used when developing the project design.

## Our Understanding of the Projects

We understand the project will consist of constructing a 10-unit T-hangar and aprons along each side of the hangar. The T-hangar will be a slab-on-grade building supported on spread footing foundations with concrete foundation walls and piers, exterior metal walls, interior structural steel, and a structural steel roof system. The aprons are planned to consist of 3 inches of Bituminous Pavement (MnDOT 2360), underlain by 6 inches of Class 5 Aggregate Base Course (MnDOT 3138), underlain by 26 inches of Granular Subbase (FAA P-154), underlain by Geotextile Fabric. A 6-inch concrete valley gutter (MnDOT 2531) is planned to be constructed between the east apron and Taxilane Center. Additional site work will include subgrade preparation and grading and drainage improvements.

## Available Information

This proposal was prepared using the following documents and information.

- Civil and Structural plans and Special Inspection requirements prepared by Short Elliott and Hendrickson, Inc. (SEH), dated January 31, 2024.

- Geotechnical Evaluation Report prepared by Braun Intertec under project number B2200735, dated March 4, 2022.
- Communications with Adinda Van Espen, PE, SEH, regarding the scope of the proposed project.

## Project Approach and Staff Qualifications

### Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration, and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

### Qualifications and Experience

ICC certified special inspectors, or qualified technicians working under the direction of ICC certified special inspectors, will provide the required special inspection services under the direction of a licensed professional engineer. Through experience and examination, our ICC certified special inspectors and qualified technicians have demonstrated their ability to provide special inspection services.

### Inspections and Reporting

Our special inspectors summarize the nature, extent, and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

### Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

### Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear

gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

## Scope of Services

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information to determine compliance with project plans and/or specifications, other design or construction documents, and applicable ASTM and other industry standards, our scope of services for the project will be limited to the tasks defined below.

### Soil Related Services

- Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill and foundations. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Measure the in-place dry density, moisture content and relative compaction of backfill, granular subbase, and aggregate base placed for pavement support for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test granular subbase and aggregate base materials for compliance with the project documents. This task includes laboratory gradation of aggregate base material.

### Concrete Related Services

- Observe concrete reinforcement placement.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade, as well as limited testing of exterior concrete.
- Observe the concrete placement and test sample preparation.
- Perform laboratory compressive strength testing of the concrete samples.

### **Structural Steel Related Services**

- Observe and test the structural steel welded and bolted connections in the field.

### **Bituminous Related Services**

- Perform full-time bituminous paving observation during placement of bituminous pavement.
- Perform verification testing in accordance with MNDOT 2360 specifications.

### **Engineering Consulting and Project Communication and Reporting Services**

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on a weekly basis to the contractor, owner, building official, fabricators and design team.

### **Basis of Scope of Work**

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the projects at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- The projects will begin in summer of 2024 and will be substantially completed within 180 days.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred.
- We assume the structural steel fabricator will be AISC certified, and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- No special site-specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.

- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

## Cost

We will furnish the services described in this proposal for a total estimated fee of **\$36,175**. Tabulations showing hourly and unit rates associated with our proposed scope of services are attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if time frames are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Anderson at 320.305.0628 (coanderson@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE  
Project Engineer



Aaron M. Tast  
Aviation Account Leader, Senior Project Manager



Philip E. Bailey, PE  
Business Unit Leader, Senior Engineer

Attachments:

Estimated Cost Tabulations (2 pages)  
General Conditions – CMT (1/1/18)

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The proposal is accepted, and you are authorized to proceed.

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**Authorizer's Firm**

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**Authorizer's Signature**

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**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**

# Project Proposal

QTB193173

T-Hangar & Apron Construction

Client:	Work Site Address:	Service Description:
Short Elliott Hendrickson, Inc. Adinda Van Espen 3535 Vadnais Center Dr Saint Paul, MN 55110	Austin Municipal Airport Austin, MN 55912	Construction Testing & Inspection

Description		Quantity	Units	Unit Price	Extension
<b>Phase 1</b> Construction and Materials Testing					
<b>Activity 1.1</b> Soil Observations and Testing					<b>\$10,250.00</b>
206	Excavation Observations	10.00	Hour	125.00	\$1,250.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Foundation Excavations	2.00	Trips	5.00	10.00
207	Compaction Testing - Nuclear	48.00	Hour	95.00	\$4,560.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Site Grading	2.00	Trips	4.00	8.00
	Foundation/Wall Backfill	4.00	Trips	4.00	16.00
	Granular Borrow	2.00	Trips	4.00	8.00
	Aggregate Base	2.00	Trips	4.00	8.00
	Subgrade	2.00	Trips	4.00	8.00
1308	Nuclear moisture-density meter charge, per hour	48.00	Each	15.00	\$720.00
1861	CMT Trip Charge	16.00	Each	70.00	\$1,120.00
209	Sample pick-up	8.00	Hour	95.00	\$760.00
1318	Moisture Density Relationship (Standard)	6.00	Each	200.00	\$1,200.00
1162	Sieve Analysis with 200 wash, per sample	4.00	Each	160.00	\$640.00
<b>Activity 1.2</b> Concrete Observations and Testing					<b>\$12,635.00</b>
260	Concrete Observations	10.00	Hour	125.00	\$1,250.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Footings	3.00	Trips	1.00	3.00
	Column Pads/Piers	3.00	Trips	1.00	3.00
	Foundation Walls	4.00	Trips	1.00	4.00
261	Concrete Testing	56.00	Hour	95.00	\$5,320.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Footings	3.00	Trips	4.00	12.00
	Column Pads/Piers	3.00	Trips	4.00	12.00
	Foundation Walls	4.00	Trips	4.00	16.00
	Slab On Grade	2.00	Trips	4.00	8.00
	Sidewalks/Valley Gutter	2.00	Trips	4.00	8.00
278	Concrete Cylinder Pick up	20.00	Hour	95.00	\$1,900.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Cylinder Pickup	8.00	Trips	2.50	20.00
1861	CMT Trip Charge	22.00	Each	70.00	\$1,540.00
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen	75.00	Each	35.00	\$2,625.00
<b>Activity 1.3</b> Structural Steel Observations					<b>\$1,820.00</b>
605	ICC Structural Steel Technician	12.00	Hour	135.00	\$1,620.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Welding, Framing, Bolting	2.00	Trips	6.00	12.00
1664	NDE Trip charge	2.00	Each	100.00	\$200.00
<b>Activity 1.4</b> Pavement Observations & Testing					<b>\$3,080.00</b>

# Project Proposal

QTB193173

T-Hangar & Apron Construction

222	Bituminous Verification Testing	15.00	Hour	125.00	\$1,875.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Plant Observations	1.00	Trips	10.00	10.00
	Bituminous Core Observations	1.00	Trips	5.00	5.00
1862	PAVE Trip Charge	2.00	Each	90.00	\$180.00
2689	MnDOT Bituminous Verification	1.00	Each	825.00	\$825.00
1542	Thickness and Density of Bituminous Core	4.00	Each	50.00	\$200.00
<b>Activity 1.5</b>	<b>Project Management</b>				<b>\$8,390.00</b>
238	Project Assistant	8.00	Hour	100.00	\$800.00
125	Project Control Specialist	4.00	Hour	160.00	\$640.00
226	Project Manager	20.00	Hour	170.00	\$3,400.00
126	Project Engineer	2.00	Hour	175.00	\$350.00
228	Senior Project Manager	10.00	Hour	195.00	\$1,950.00
1856	Vehicle mileage	500.00	Each	1.00	\$500.00
1230	Final Report/SI	1.00	Each	750.00	\$750.00
					<b>Phase 1 Total: \$36,175.00</b>

<b>Proposal Total:</b>	<b>\$36,175.00</b>
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# General Conditions

## Construction Material Testing and Special Inspections

### Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

### Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

### Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.5** The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

**3.6** You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

### Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report(s) in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

### Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

**Section 6: Disputes, Damage, and Risk Allocation**  
**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

***business opportunity, loss of profit or revenue, loss of product or output, or business interruption.***

**6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

## **Section 7: General Indemnification**

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

## **Section 8: Miscellaneous Provisions**

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

## **ATTACHMENT C**

### **ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **GENERAL CIVIL RIGHTS PROVISIONS**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### **Title VI Solicitation Notice:**

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

### **DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

### **A1.1.1 RACE/GENDER NEUTRAL LANGUAGE**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

#### **FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **OCCUPATIONAL SAFETY AND HEALTH ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- a) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is ( ) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **Termination for Default (Professional Services)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold

Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- - a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
  - b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
  - c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

RESOLUTION NO.

**APPROVING ENGINEERING CONSTRUCTION ADMINISTRATION, INSPECTION, AND  
GEOTECHNICAL SERVICES  
FOR THE AIRPORT 10-UNIT T-HANGAR PROJECT**

WHEREAS, the City has received a proposal from SEH, for project administration and construction services at the Airport for a 10-Unit T-Hangar Project; and

WHEREAS, the proposal provides services in relation of the project including permit coordination, materials testing and inspection services; and

WHEREAS, the proposal for the project administration and construction services is in the amount of \$98,600;

NOW THEREFORE, BE IT RESOLVED, that the City Council approves the project administration and inspection services in the amount of \$98,600 with SEH.

Passed by a vote of yeas and nays this 15th day of April, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

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



**Steven J. Lang, P.E.**  
**City Engineer/P.W. Director**  
**507-437-9950**  
**Fax 507-437-7101**  
**[slang@ci.austin.mn.us](mailto:slang@ci.austin.mn.us)**

## Memorandum

**To:** Mayor & Council  
**From:** Steven J. Lang, P.E.  
**Date:** April 10, 2024  
**Subject:** Airport Property, Anderson Farm

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The City of Austin has leased out airport property that is suitable for farming for many years. The Anderson farm is a 32-acre parcel located south of the airport. This year we are working with a new tenant, Loucks Farms. This property is broken up into 3 smaller parcels due to waterways that bisect the property. Details of the agreement are as follows:

Year	Acres	Rate	Total
2019-20	32.0	\$170/acre	\$5,440/year
2021-23	32.0	\$175/acre	\$5,600/year
<b>2024-26</b>	<b>32.0</b>	<b>\$195/acre</b>	<b>\$6,240/year</b>

- The total 3-year revenue is \$18,720.
- City shall pay the property taxes, estimated at \$2,200 for 2023

I would recommend extending a 3-year lease for 2024-26 to Loucks Farms for the property described. If you have any questions, please feel free to contact me.

## **FARM LEASE**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Austin, a Minnesota municipal corporation, herein called **LANDLORD**, and Loucks Farms, herein called **TENANT**.

Section 1. Description of the Farm. In consideration of the rental and covenants specified below, the Landlord hereby leases to the Tenant real property located in Mower County, State of Minnesota, commonly referred to as the Anderson Farm

Map available in City Engineer's Office. (Austin Township, Section 12, SE1/4 of the SE1/4)  
(Herein called the "Farm").

Section 2. Use of Property. The Farm is to be used for the purpose of agricultural crops.

Section 3. Length of Lease. This lease is for a three-year term beginning on January 1<sup>st</sup>, 2024, and ending on December 31<sup>st</sup>, 2026, unless otherwise terminated as hereinafter set forth.

Section 4. Rent. As and for rent of the above-described Farm, Tenant shall pay Landlord the following. Said amount shall be due as follows: One half will be paid on or before June 15, and the remaining one half on or before December 1, of the associated year.

<b>Year</b>	<b>Acres</b>	<b>Rate</b>	<b>Total</b>
2019-20	32.0	\$170/acre	\$5,440/year
2021-23	32.0	\$175/acre	\$5,600/year
<b>2024-26</b>	<b>32.0</b>	<b>\$195/acre</b>	<b>\$6,240/year</b>

Section 5. If development occurs during the time of the lease, the City will have the right to reduce the acreage to be rented and the corresponding payment will be reduced on the same ratio as the reduction in land.

Section 6. Expenses. Tenant shall pay for all expenses for the planting and harvesting of said crops, including but not limited to cost of tillage, sowing, and harvesting, and further the cost of all seed and fertilizer, if any. If the landlord shall cancel the lease, or delete any acreage from the lease the tenant shall be entitled to reimbursement for expenses. This shall be prorated over the length of the lease. Example: If improvements equaling \$30/acre were made in the first year of the lease, the loss of 20 acres in the last year of the lease would be reimbursed at \$10/acre for total of \$200. Only improvements that have been preapproved in writing by the Lessor will be eligible for reimbursement. Terms of reimbursement shall be mutually agreed to by the Landlord and Tenant.

## **II. TECHNICAL SPECIFICATIONS**

A. Farm Land Rental: The farm land available shall be that as shown on the map at the City Engineer's Office. The following conditions shall be followed:

1. That the described property shall be used only for agricultural purposes.

2. That equipment will be brought onto the property for agricultural purposes only and only during daylight hours. No equipment will be stored on the property when not in actual use. Irrigation equipment, which causes an obstruction or interference will not be used on the property.
3. Not to commit, suffer or permit any non-agricultural waste on said property, Lessee further agrees to comply with all state laws, local ordinances or other governmental regulations in connection with pest and weed control, land use, etc., which may be required by the property authorities.
4. Lessee covenants and agrees to cultivate, fertilize, prune, harvest and otherwise farm the premises in accordance with approved practices of good husbandry and in accordance with the standard farming practices of the vicinity, and to keep any buildings, fences, irrigation or other farming facilities on the premises in good repair and keep farm free and clear of noxious weeds all at Lessee's expense.
5. Lessee agrees not to assign or sublet the above leased premises, or any part thereof, without first obtaining the prior written consent of Lessor.
6. Lessee agrees that it will, at the expiration of the Lease, quietly yield and surrender the aforesaid leased premises to Lessor in as good condition and repair as when taken, reasonable wear and tear and damage by the elements excepted.
7. Lessor agrees to pay all taxes imposed upon the property, \$2,200 in 2023.
8. Lessee agrees to pay Lessor all costs and expenses, including attorney's fees, in a reasonable sum, in any action brought by the Lessor to recover any costs for the breach of any of the covenants or agreements contained in this Lease, or to recover possession of said property, whether such action progresses to judgment or not.
9. The Lessee assumes by this agreement all risk of personal injury of, or death to, himself, his employees, customers, invitees, licensees, family or guests while on or about the leased premises, and agrees to save harmless the City of Austin for all claims, suits, costs, losses, damage and expenses arising out of such injury or death.
10. Anything herein contained to the contrary notwithstanding, this Lease may be terminated and the provisions of this Lease may be, in writing, altered, changed or amended by mutual consent of the parties hereto. If the leased area, or any portion thereof, is needed by the Lessor for development purposes, the Lease may be terminated upon three (3) months written notice to the Lessee, and all damages are waived.

However, Lessee will be reimbursed for actual costs of any seeding or fertilization improvements made to the land prior to notice of termination by Lessor. Reimbursement shall be prorated as stated in the example in Section 5 (Expenses).
11. Lessee shall not be liable for any rent accruing after termination of the lease.
12. If the lessor removes portions of property from the lease, the lease value shall be reduced in equal proportion to the number of acres removed.

**IN TESTIMONY WHEREOF**, both parties have signed this lease this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

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

By: \_\_\_\_\_  
Loucks Farms, Rick Loucks

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

# Farmland



0 140 280 560 840 1,120  
Feet

Area Three - 13.35 Acres

Area One - 10.47 Acres

Area Two - 8.34 Acres

**Total Area: 32.17 Acres**



**RESOLUTION NO.**

**Resolution Authorizing Farming  
Lease Agreement for the Anderson Farm**

**WHEREAS**, the City would like to rent out land for farming at the Anderson Farm, a 32 acre parcel south of the airport, and

**WHEREAS**, the City has negotiated a lease with Loucks Farms for 2024-2026 for \$195 per acre, totaling \$6,240 per year.

**NOW THEREFORE, BE IT RESOLVED** that the Austin City Council approves the farming lease with Loucks Farms for the years 2024-2026.

Passed by a vote of yeas and nays this 15th day of April, 2024.

YEAS

NAYS

ATTEST:

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City Recorder

APPROVED:

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Mayor

**City of Austin**  
Craig Clark,  
City Administrator



**500 Fourth Avenue N.E.**  
**Austin, Minnesota 55912-3773**  
**Phone: 507-437-9941**  
**[craigc@ci.austin.mn.us](mailto:craigc@ci.austin.mn.us)**  
**[www.ci.austin.mn.us](http://www.ci.austin.mn.us)**

**To: Honorable Mayor and Council**  
**From: Craig D. Clark, Administrator**  
**RE: Sicora Consulting Omission for additional expenses**

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Following approval of the employee engagement proposal with Sicora consulting Dr. Sicora followed up and wanted to clarify that travel, lodging and expenses were in addition to the outline of costs presented to the Council. Unfortunately, this was not stipulated in the agreement that these costs would be in addition to the noted service costs.

You will see the addition of these items to the contract on the bottom of page 3, of Exhibit 1, of the previously approved contract. All other items remain the same.

Please let me know should you have questions.

**Council action is requested to approve an engagement with Sicora consulting approving Exhibit 1 authorizing the Mayor to sign and recorder attest the agreement.**

## CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is entered into this 1st day of April, 2024, by and between Sicora Consulting, Inc. (“SCI”), a Minnesota corporation and City of Austin (Minnesota).

**1. Services and Fees.**

SCI agrees to provide to Client the services and deliverables specified in the Statement of Work attached hereto as Exhibit A, and Client agrees to pay Fees in accordance with the Fee schedule attached hereto as Exhibit B.

**2. Independent Contractor.** Nothing contained herein shall be construed to create the relation of an employer and employee between SCI and Client and SCI’s relation to Client shall, during the term of this Agreement, be that of an independent contractor engaged by Client only for the purposes and to the extent set forth in this Agreement.

**3. Warranties.** SCI warrants its services and work product will comply with the descriptions and representations as to the Services that appear in the Statement of Work and that its Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights. SCI makes no other warranties of any kind relating to its work product or services. In no event shall either of the parties hereto be liable to the other for the payment of any consequential, indirect, or special damages, including lost profits. In no event will SCI be liable for any amount in excess of the fees paid by Client to SCI pursuant to Exhibit B.

**4. Termination.** SCI upon giving written notice to the other party, may terminate this Agreement if Client fails to pay Fees when due and as agreed per Exhibit B. If Client terminates this Agreement without good cause, any deposit paid or due shall be forfeited. Upon termination of this Agreement, each party shall promptly return to the other all computer programs, files, documentation, media, related material and any other material that is owned by the disclosing party. Client shall be responsible for payment of the full quarterly fees due for any quarter in which SCI rendered services under Exhibit A. Expiration or termination of this Agreement shall not relieve either party of its obligations regarding Confidential Information under Section 5 below.

**5. Confidential Information.**

**a. Non-Disclosure.** Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement. Each party agrees to secure and protect the other party’s Confidential Information in a manner consistent with the maintenance of the other

party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, SCIs or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section.

**b. Copyright and Intellectual Property.** SCI owns all right, title and interest, including all related Intellectual Property Rights to its work and services. Without limiting the foregoing, this Agreement does not grant Client (whether by implication, estoppel or otherwise) any right, title, interest, or license, in SCI's patents, patent applications, trade secrets, copyrights, mask work rights, trademarks (including names, logos, logotypes, trade dress, designs or other marks) or other intellectual property rights.

**6. Other Provisions**

**a. Applicable Law and Forum.** This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to the conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought in the state or federal courts sitting in Minnesota.

**d. Entire Agreement.** This Agreement, including Exhibits A and B, constitutes the entire agreement between SCI and Client.

**e. Modifications.** No modification of this Agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have executed this Agreement on the date first set forth above.

**SICORA CONSULTING, INC.**  
(SCI")

By:



**Its: President & CEO**

**(NAME OF CLIENT)**  
(“CLIENT”)

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

**Its: \_\_\_\_\_**

**EXHIBIT A**  
**STATEMENT OF WORK**

## Discovery Phase – April through June

Activity	Participants	Timing
Confirm Proposal and Project Plan	SCI & SLT	Week of April 1 – 5
Kickoff Meeting	SCI, SLT, ELT	April 18
Communication & Change Management	ALL	April 18 – Ongoing
Appreciative Inquiry Interviews and Analysis	SCI & 29 Leaders	April 22 – May 10
Interview Theme Analysis	SCI	May & June
Helm Data Collection	SCI & ZeroedIn	
• Survey	ALL	May 7 – 17 (quarterly thereafter)
• Raw Data Collection	Department	May – ongoing
Analysis	SCI	May & June
Focus Groups	SCI & up to 3 Groups	Possible: May & June
Analysis	SCI	April – June

## Delivery Phase – April through January (ongoing)

Activity	Participants	Timing
Talent Insights HD/EQ Assessment & Debrief	SCI & 29 Leaders	April 29 – May 31
Design	SCI	May & June
<b>Mastering the Helm program offsite</b>	<b>SCI &amp; 29 Leaders</b>	<b>May 30, June 6 &amp; 13</b>
Leading from the Helm team sessions	6 Major Groups – ALL EE's	June – August
Begin Quarterly Reviews	SCI & 29 Leaders	September & October
LCP 360 Assessments & Coaching	SCI & 29 Leaders	Sept (earliest) – January

### Travel and Materials

Cost of Transportation to and from location, Housing, Meals, and any additional Material cost associated with running these programs will be in addition to the service amounts listed.

## EXHIBIT B

### FEE SCHEDULE

Phase I - March to June	#	Adj \$	Total	Less 20%
Plan	1	\$ 500	\$ 500	\$ 400
Kickoff	1	\$ 500	\$ 500	\$ 400
Interviews*	29	\$ 250	\$ 7,250	\$ 5,800
Analysis	2	\$ 2,000	\$ 4,000	\$ 3,200
Data Collection	150	\$ 45	\$ 6,750	\$ 5,400
Focus Group*	3	\$ 1,500	\$ 4,500	\$ 3,600
Analysis	2	\$ 2,000	\$ 4,000	\$ 3,200
Design	2	\$ 2,000	\$ 4,000	\$ 3,200
Talent Insights HD/EQ	29	\$ 450	\$ 13,050	\$ 10,440
Debrief*	29	\$ 250	\$ 7,250	\$ 5,800
Session	3	\$ 4,500	\$ 13,500	\$ 10,800
				<b>\$ 52,240</b>
Phase II - June to Sept				
Team Sessions	6	\$ 3,750	\$ 22,500	\$ 18,000
Talent Insights Profiles + Materials	130	\$ 225	\$ 29,250	\$ 23,400
Quarterly Pulse	150	\$ 45	\$ 6,750	\$ 5,400
LCP 360s w/ Coaching Debrief	29	\$ 950	\$ 27,550	\$ 22,040
LCP 360 Group Session	1	\$ 3,750	\$ 3,750	\$ 3,000
				<b>\$ 71,840</b>
Phase III (Quarterly) - Sept to Dec				
Quarterly Pulse	150	\$ 45	\$ 6,750	\$ 5,400
Analysis & Reporting	2	\$ 2,000	\$ 4,000	\$ 3,200
Retainer Days	3	\$ 2,000	\$ 6,000	\$ 4,800
				<b>\$ 13,400</b>
Additional Services	Unit			
Job Benchmarking	1	\$ 1,200	\$ 1,200	\$ 960
Candidate Assessment & Interview	1	\$ 750	\$ 750	\$ 600
New Hire Onboarding	1	\$ 250	\$ 250	\$ 200
Lean Six Sigma Training	1	\$ 3,500	\$ 3,500	\$ 2,800
Change Management Training	1	\$ 450	\$ 450	\$ 360
Performance / Talent Mgt	1	\$ 2,000	\$ 2,000	\$ 1,600
Learning Journey	1	\$ 600	\$ 600	\$ 480
Facilitation	1	\$ 2,000	\$ 2,000	\$ 1,600
Consultation	1	\$ 2,000	\$ 2,000	\$ 1,600
Talent Insights & Materials	1	\$ 250	\$ 250	\$ 200

**Program Deposit is 50% of Phase I to initiate services = \$26,120**

**RESOLUTION NO.**

RESOLUTION AMENDING CONTRACT AGREEMENT WITH SICORA CONSULTING

BE IT RESOLVED that the City Council of the City of Austin hereby authorizes an amendment to the contract between Sicora Consulting and the City of Austin to approve the cost of travel and materials as described in Exhibit 1.

Passed by the City Council this 15<sup>th</sup> day of April, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

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City Recorder

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Mayor

**City of Austin  
Zoning Department**



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

## **Memorandum**

**To:** Mayor and City Council

**Cc:** Bruce Beadle  
615 14<sup>th</sup> St NE, Austin, MN 55912

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

**Re:** Accumulation of Refuse and Junk  
At 615 14<sup>th</sup> St NE, Beadle Property

**Date:** April 12, 2024

---

May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of refuse and junk at 615 14<sup>th</sup> St NE. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

City of Austin  
Zoning Department



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

March 18<sup>th</sup>, 2024

Bruce Beadle  
615 14<sup>th</sup> St NE  
Austin, MN 55912

RE: Zoning Violations at 615 14<sup>th</sup> St NE Austin, MN 55912

Dear Bruce:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on March 18<sup>th</sup>, 2024 this site and the following issues need to be resolved:

1. Remove all junk/garbage from property
2. All refuse must be in watertight containers and lawfully disposed of, at least once each week during the year.

The violation of Austin City Code Sections 10.01 Subd 2, 3 & 4, 10.14 Subd.1(B) 4 and 10.14 Subd.4-6 were found. These City Code sections read as follows:

**City Code Section 10.01 Subd. 2. *Disposal required.*** Every person shall, in a sanitary manner, store and dispose of refuse that may accumulate upon property owned or occupied by him or her in accordance with the terms of this section. Garbage shall be collected or otherwise lawfully disposed of, at least once each week during the year.

**City Code Section 10.01 Subd 3. Deposit of garbage or refuse. It is unlawful:**

D. For any person to deposit anywhere within the city any refuse in a manner that it may be carried or deposited by the elements upon any public place or any other premises within the city;

**City Code Section 10.01 Subd. 4 Containers**

A. *General requirement.* Every householder, occupant or owner of any residence and any restaurant, industrial establishment or commercial establishment shall provide on the premises one or more containers to receive and contain all refuse which may accumulate between collections or other disposal. All normal accumulations of refuse shall be deposited in such containers, except that leaves, trimmings from shrubs, grass clippings, shavings, excelsior and other rubbish of similar volume and weight may be stored in closed containers not meeting the requirements of Subpar. B. Tree limbs under four inches in diameter in five-foot lengths and tied in bundles not to exceed 60 pounds, bundles of newspapers, cardboard or magazines tied securely not to exceed 60 pounds. Furniture, rugs and carpeting will be accepted by a licensed hauler if notified 24 hours in advance of regular pickup time. The following articles will not be accepted as refuse and must be deposited at a designated demolition site: stone, sod, earth, concrete, building materials unless placed in covered garbage cans, automobile parts,

except tune-up parts, inflammable liquids, tree trunk sections over four inches in diameter. Tires and white goods need not be accepted as refuse by licensed garbage haulers, but shall be disposed of at the depository as designated by the County Board.

**B. Container requirements.** Each container shall be watertight, shall be impervious to insects and rodents and shall not exceed 32 gallons in capacity, garbage containers when full shall not exceed 60 pounds in weight, when waste is collected by licensed haulers by mechanical lifting devices, the use of the container shall not exceed 90 gallons or limited, as defined by the hauler. Containers shall be maintained in good and sanitary condition. Any container not conforming to the requirements of this section or having ragged or sharp edges or any other defect likely to hamper or injure the person collecting the contents shall be promptly replaced after notice by the city. Notwithstanding the foregoing, grass clippings and leaves may be temporarily stored in bags provided by licensed garbage haulers for pick up by licensed garbage haulers or in plastic bags provided by the owner for ultimate disposal at a site designated by the Council.

**C. Placement.**

1. Garbage containers shall be placed in a driveway or open area outside of the garage or where public alley - garbage shall be placed adjacent to the alley, easily accessible for pickup to be made. Other refuse - properly bagged or bundled such as leaves, clippings or brush shall be placed by the curb of the street or by the alley for collection. Containers must be placed properly for pickup prior to 5:30 a.m. on the day of collection to insure service.

2. At the request of the garbage hauler, garbage containers may be placed on boulevard, curbside or other convenience place in front yard for collection, but the containers shall not be permitted to remain on curbside or in front yard for more than 24 consecutive hours.

**City Code Section 10.14, Subd. 1(B):**

**JUNK.** All scrap metal, rags, batteries, paper, trash, rubber tires, debris, waste, wood, and/or construction materials not used in connection with a building or which is carried as inventory in an on-going construction business at a lawful place of business, dismantled vehicles, machinery and appliances or parts thereof and parts of vehicles, glass, tinware, plastic, aluminum and/or steel cans, old or discarded household goods, household furnishings or furniture, hardware or appliances. Neatly stacked firewood located so as to comply with the setback requirements as set forth in Chapter 11 and in accordance with side yard or rear yard setback requirements shall not be considered junk.

**City Code Section 10.14, Subd. 4. Notice and abatement.**

**B. Public nuisances affecting health**

5. Accumulations of manure, refuse, junk or other debris;

**D. Public nuisances affecting peace and safety.**

16. Accumulations in the open of discarded or disused machinery, household appliances, automobile bodies or other material in a manner conducive to the harboring of rats, mice, snakes or vermin, or the rank growth of vegetation among the items so accumulated, or in a manner creating fire, health or safety hazards from accumulation;

**City Code Section 10.14, Subd. 4(E-G)**

**NOTICE AND ABATEMENT.**

**E.** Whenever a public officer or other person charged with enforcement determines that a public nuisance is being maintained or exists on premises in the City, the City enforcement officer shall notify in writing the owner or occupant of the premises of such fact and order that such nuisance be terminated and abated.

**F.** The notice shall be served in person or by certified or registered mail. If the premises are not occupied and the owner is unknown, the notice may be served by posting it on the premises. The notice shall specify the steps to be taken to abate the nuisance and the time, not exceeding ten (10) days, within which the nuisance is to be abated.

**G.** If an emergency exists that presents an immediate danger to citizens affecting their safety, the officer shall require immediate abatement of such nuisance. If the notice is not complied with within the time specified, the enforcing officer shall report that fact forthwith to the Council and may take such other appropriate action as may be necessary. The Council may, after notice to the owner or occupant, provide for the abating of the nuisance by the City.

**City Code Section 10.14, Subd. 5:**

**RECOVERY OF COST.** The owner of the premises on which a nuisance has been abated by the City shall be personally liable for the cost to the City of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the City Recorder shall prepare a bill for the cost and mail it to the owner. There upon, the amount shall be immediately due and payable at the Office of the City Recorder. Ownership shall be presumed to be the owner as shown on the records of the County Treasurer unless the City Recorder has reason to know that such information is not accurate, in which event, notice shall be given to such other person as the City Recorder has reason to believe is, in fact, the true owner of said premises.

**City Code Section 10.14, Subd. 6:**

**ASSESSMENT.** If the cost of abating said nuisance is not paid in full to the City Recorder before September 1, next, then on or before September 1, next, following the abatement of the nuisance, the City Recorder shall list the total unpaid charges along with other such charges, as well as other charges for current services to be assessed under Minnesota Statutes 429.101 against each separate lot or parcel to which charges are attributable. The Council may then spread the charges against such property under that statute and other pertinent statutes for certification to the County Auditor and collection along with current taxes the following year or in annual installments, not exceeding ten (10), as the Council may determine in each case.

Please resolve the City Code violations within **10 days** of the date of this letter, or the matter will be referred to the Austin City Council for corrective action. Council generally meets the first and third Mondays of every month. You will be fined a maximum of \$100, the amount varies depending on the type of violations.

Your cooperation with this matter will be greatly appreciated, and if you have any questions, please call me at my office at (507)437-9950.

Sincerely,



Brent Johnson  
Zoning Inspector



**City of Austin  
Zoning Department**



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

# **Memorandum**

**To:** Mayor and City Council

**Cc:** Sarah Fink  
1005 8<sup>th</sup> St NW, Austin, MN 55912

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

**Re:** Accumulation of Refuse and Junk  
At 1005 8<sup>th</sup> St NW, Fink Property

**Date:** April 12, 2024

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May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of refuse and junk at 1005 8<sup>th</sup> St NW. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You



March 19<sup>th</sup>, 2024

Sarah Fink  
1005 8<sup>th</sup> St NW  
Austin, MN 55912

RE: Zoning Violations at 1005 8<sup>th</sup> St NW Austin, MN 55912

Dear Sarah:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on March 19<sup>th</sup>, 2024 this site and the following issues need to be resolved:

**Remove all junk from property**

The violation of Austin City Code Sections 10.14 Subd.1(B) 4 and 10.14 Subd.4-6 were found. These City Code sections read as follows:

**City Code Section 10.14, Subd. 1(B):**

**JUNK.** All scrap metal, rags, batteries, paper, trash, rubber tires, debris, waste, wood, and/or construction materials not used in connection with a building or which is carried as inventory in an on-going construction business at a lawful place of business, dismantled vehicles, machinery and appliances or parts thereof and parts of vehicles, glass, tinware, plastic, aluminum and/or steel cans, old or discarded household goods, household furnishings or furniture, hardware or appliances. Neatly stacked firewood located so as to comply with the setback requirements as set forth in Chapter 11 and in accordance with side yard or rear yard setback requirements shall not be considered junk.

**City Code Section 10.14, Subd. 4. Notice and abatement.**

**B. Public nuisances affecting health**

5. Accumulations of manure, refuse, junk or other debris;

**D. Public nuisances affecting peace and safety.**

16. Accumulations in the open of discarded or disused machinery, household appliances, automobile bodies or other material in a manner conducive to the harboring of rats, mice, snakes or vermin, or the rank growth of vegetation among the items so accumulated, or in a manner creating fire, health or safety hazards from accumulation;

**City Code Section 10.14, Subd. 4(E-G)**

**NOTICE AND ABATEMENT.**

E. Whenever a public officer or other person charged with enforcement determines that a public nuisance is being maintained or exists on premises in the City, the City enforcement officer shall notify in writing the owner or occupant of the premises of such fact and order that such nuisance be terminated and abated.

F. The notice shall be served in person or by certified or registered mail. If the premises are not occupied and the owner is unknown, the notice may be served by posting it on the

premises. The notice shall specify the steps to be taken to abate the nuisance and the time, not exceeding ten (10) days, within which the nuisance is to be abated.

**G.** If an emergency exists that presents an immediate danger to citizens affecting their safety, the officer shall require immediate abatement of such nuisance. If the notice is not complied with within the time specified, the enforcing officer shall report that fact forthwith to the Council and may take such other appropriate action as may be necessary. The Council may, after notice to the owner or occupant, provide for the abating of the nuisance by the City.

**City Code Section 10.14, Subd. 5:**

**RECOVERY OF COST.** The owner of the premises on which a nuisance has been abated by the City shall be personally liable for the cost to the City of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the City Recorder shall prepare a bill for the cost and mail it to the owner. There upon, the amount shall be immediately due and payable at the Office of the City Recorder. Ownership shall be presumed to be the owner as shown on the records of the County Treasurer unless the City Recorder has reason to know that such information is not accurate, in which event, notice shall be given to such other person as the City Recorder has reason to believe is, in fact, the true owner of said premises.

**City Code Section 10.14, Subd. 6:**

**ASSESSMENT.** If the cost of abating said nuisance is not paid in full to the City Recorder before September 1, next, then on or before September 1, next, following the abatement of the nuisance, the City Recorder shall list the total unpaid charges along with other such charges, as well as other charges for current services to be assessed under Minnesota Statutes 429.101 against each separate lot or parcel to which charges are attributable. The Council may then spread the charges against such property under that statute and other pertinent statutes for certification to the County Auditor and collection along with current taxes the following year or in annual installments, not exceeding ten (10), as the Council may determine in each case.

Please resolve the City Code violations within **10 days** of the date of this letter, or the matter will be referred to the Austin City Council for corrective action. Council generally meets the first and third Mondays of every month. You will be fined a minimum of \$100, the amount varies depending on the type of violations.

Your cooperation with this matter will be greatly appreciated, and if you have any questions, please call me at my office at (507)437-9950.

Sincerely,



Brent Johnson  
Zoning Inspector

1005  
8th St  
NW



**City of Austin  
Zoning Department**



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

## **Memorandum**

**To:** Mayor and City Council

**Cc:** Jaguar Communications, LLC  
C/O CMN-RUS, LLC  
8837 Bond St  
Overland Park, KS 66214-1707

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

**Re:** Abandoned sign located at **102 Main St S Austin MN 55912**

**Date:** **April 10, 2024**

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May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of the abandoned sign at 102 Main St S. The property owner has been notified of this violation to the City Code Sections 4.50 Subd.11 & 13 but has failed to resolve this issue. (See Attached)

Therefore, I am requesting the Mayor and City Council to approve empowering the Planning & Zoning Department to act on the removal of the abandoned sign. Such action is permitted by the City Code Section 4.50.

Thank You

City of Austin  
Zoning Department



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

March 8th, 2023

JAGUAR COMMUNICATOINS, LLC  
C/O CMN-RUS, LLC  
8837 BOND St  
OVERLAND PARK KS 66214-1707

RE: Zoning Violation on sign at 102 Main St S, Austin, MN 55912

Dear Sir or Madam:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on March 8<sup>th</sup>, 2024 at this site and the following issues need to be resolved:

**1. Remove the Abandoned sign on North East corner of lot.**

The violation of Austin City Code Sections 4.50 Subd.12 & 13 were found. These City Code sections read as follows:

*Subd. 11. Abandoned signs.*

A. Except as otherwise provided in this Code, any on-premise sign which is located on property which becomes vacant and unoccupied for a period of three months or more, or any sign which pertains to an event, time or purpose which no longer applies, shall be deemed to have been abandoned.

B. Permanent signs applicable to a business temporarily suspended because of a change of ownership or management of the business shall not be deemed abandoned unless the property remains vacant for a period of more than six months.

C. Abandoned signs shall be removed following the procedures in Subd. 13 of this section.

*F. Enforcement.*

1. This section shall be enforced by the Building Official of the city. He or she may be provided with the assistance of the other persons as the Mayor or the Council may direct. The Building Official and his or her assistants, in the discharge of their duties and upon exhibition of proper credentials, shall have the right to enter at any reasonable hour, upon any premise for the purpose of enforcement of this section.

2. If the Building Official shall find that any of the provisions of this section are being violated, he or she shall notify, in writing, the persons responsible for the violations, indicating the nature of the violation and ordering the action necessary to correct it or shall take the action authorized by this section to insure compliance with or to prevent continued violation of its provisions. The person responsible for the violations shall be given 15 days to correct the violation.

Please resolve the City Code violations within **15 days** of the date of this letter, or the matter will be referred to the Austin City Council for corrective action. Council generally meets the first and third Mondays of every month. You will be fined a minimum of \$100, the amount varies depending on the type of violations.

Your cooperation with this matter will be greatly appreciated, and if you have any questions, please call me at my office at (507)437-9950.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Johnson".

Brent Johnson  
Zoning Inspector

TIME STAMP 

April 10, 2024  
9:12AM

TIME STAMP 



April 10, 2024  
9:11 AM