

**A G E N D A**  
**CITY COUNCIL MEETING**  
**TUESDAY, FEBRUARY 16, 2021**  
**5:30 P.M.**  
**COUNCIL CHAMBERS**

Call to Order.

Pledge of Allegiance.

Roll Call.

(mot) 1. Adoption of Agenda.

(mot) 2. Approving minutes from February 1, 2021

3. Recognitions and Awards.

(mot) 4. \*Consent Agenda

Licenses:

Food: Cedar Valley Services, Inc. (East, West and Main Campus),

Food: JoAnn, 1700 17<sup>th</sup> Street NW

Food: 1910 Mexican Kitchen, 507 1<sup>st</sup> Street NW

Mobile Business: B-Lo Zero Sno Cones, Albert Lea

Right of Way Contractor: Consolidated Communications Enterprise Services, Inc.

Claims:

a. Pre-list of bills

b. Investment and Financial Report.

Requests:

Redirecting the Austin Symphony Orchestra's funding allocation to website design

**PUBLIC HEARINGS:**

5. Reviewing a tax abatement application from Bigelow and Lennon Construction for the property at 2108 14<sup>th</sup> Avenue NE.

(res) a. Approve or deny tax abatement.

6. Reviewing a tax abatement application from Bigelow and Lennon Construction for the property at 2012 14<sup>th</sup> Avenue NE.

(res) a. Approve or deny tax abatement.

7. Public hearing on street improvements on 1<sup>st</sup> Street SE (Oakland Avenue East to 1<sup>st</sup> Avenue SE) and 1<sup>st</sup> Avenue SE (South Main Street to 2<sup>nd</sup> Street SE) Project 21102.

(mot) a. Approving a revised feasibility report.

(res) b. Resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids.

- (res) 8. Public hearing on street improvements on 19<sup>th</sup> Street NW (Oakland Avenue West to 4<sup>th</sup> Avenue NW) and 1<sup>st</sup> Avenue NW (18<sup>th</sup> Street NW to 19<sup>th</sup> Street NW) Project 21103.  
a. Resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids.
- (res) 9. Public hearing on street improvements on 16<sup>th</sup> Street NE (Oakland Avenue East to 3<sup>rd</sup> Avenue NE) and 1<sup>st</sup> Avenue NE (Oakland Place NE to 19<sup>th</sup> Street NE) Project 21104.  
a. Resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids.
- (res) 10. Public hearing on street improvements on 8<sup>th</sup> Street NW (8<sup>th</sup> Avenue NW to 13<sup>th</sup> Avenue NW) and 9<sup>th</sup> Street SW (8<sup>th</sup> Avenue NW to 10<sup>th</sup> Avenue NW) Project 21101.  
a. Resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids.
- (res) 11. Public hearing on street improvements on 8<sup>th</sup> Avenue NW (North Main Street to 4<sup>th</sup> Street NW) and 8<sup>th</sup> Avenue SW (27<sup>th</sup> Street to Dead End) Project 21105.  
a. Resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids.

**AWARDING BID:**

- (res) 12. Receiving bids for asphalt emulsion oil.  
a. Awarding bid.

**PETITIONS AND REQUESTS:**

- (res) 13. Setting public hearings for March 15, 2021 for street improvement project assessments.
- (res) 14. Approving a purchase agreement with the Kehret Revocable Living Trust.
- (res) 15. Approving a purchase agreement with B & F Properties, LLC.
- (res) 16. Accepting donations to the City of Austin.
- (res) 17. Approving a contract with Flashing Thunder Fireworks.
- (mot) 18. Waiving the annual audit for the Blazing Star Trail.
- (res) 19. Approving a lot consolidation on behalf of the Austin Port Authority.

**CITIZENS ADDRESSING THE COUNCIL**

**HONORARY COUNCIL MEMBER COMMENTS**

**REPORTS AND RECOMMENDATIONS:**

City Administrator  
City Council



(mot) Adjourn to **Monday, March 1, 2021** 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  
February 1, 2021  
5:30 PM  
Council Chambers

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

MEMBERS APPEARING  
ELECTRONICALLY: Council Member Jason Baskin

MEMBERS ABSENT:

STAFF PRESENT: City Administrator Craig Clark, Director of Administrative Services Tom Dankert and Police Chief David McKichan

STAFF APPEARING  
ELECTRONICALLY: Public Works Director Steven Lang, Fire Chief Jim McCoy, Planning and Zoning Administrator Holly Wallace, Human Resources Director Trish Wiechmann, Park and Rec Director Kevin Nelson, City Attorney Craig Byram, Library Director Julie Clinefelter and City Clerk Ann Kasel

OTHERS APPEARING  
ELECTRONICALLY: Austin Daily Herald, Honorary Council Member Teresa Lugo

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

Added to the Agenda:

Consent Agenda Licenses:

Food: Domino's Pizza, 106 South Main Street

Food: Perkins, 701 17<sup>th</sup> Avenue NW

Massage Establishment: Zenergy Massage, 105 East Oakland

Massage Therapist: Tenille Jensen, 1903 22<sup>nd</sup> Street SW

(res) 15. Approving a federal transportation project grant application.

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

Moved by Council Member Postma, seconded by Council Member Oballa, approving Council minutes from January 19, 2021. Carried.

## CONSENT AGENDA

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

### Licenses:

Cab Driver: Francisco V. Gomez, 1914 4<sup>th</sup> Avenue NE  
Exempt Gambling (raffle): Austin Junior All Star Baseball on June 27, 2021  
Food: Dollar General, 101 4<sup>th</sup> Street SW  
Massage Establishment: DS Massage, 1700 17<sup>th</sup> Street SW, Suite 2c  
Massage Therapist: Daniel Stallkamp, 2105 3<sup>rd</sup> Avenue SE  
Mobile Food: North Star Donuts, LLC, Wayzata  
Right of Way Contractor: TD & I Cable Maintenance, Lakeland  
Tobacco: Dollar General, 101 4<sup>th</sup> Street SW  
Food: Domino's Pizza, 106 South Main Street  
Food: Perkins, 701 17<sup>th</sup> Avenue NW  
Massage Establishment: Zenergy Massage, 105 East Oakland  
Massage Therapist: Tenille Jensen, 1903 22<sup>nd</sup> Street SW

### Claims:

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

Carried.

## PETITIONS AND REQUESTS

Human Resources Director Trish Wiechmann stated emergency COVID sick leave for employees expired on December 31, 2020 and it's up to the Council if they would like to extend it.

Moved by Council Member Poshusta, seconded by Council Member Waller, extending emergency COVID sick leave benefits through March 31, 2021. Carried.

Public Works Director Steven Lang stated the City received statement of qualifications to select an engineering firm for the implementation of the 5-year capital improvement program. He stated Short, Elliott, Hendrickson (SEH), Bolton & Menk and TKDA submitted proposals to the City. Mr. Lang recommended using SEH to complete the work because they have been the City's airport consultant for the last 20 years and the City has been pleased with their work.

Moved by Council Member-at-Large Austin, seconded by Council Member Waller, designating Short, Elliot, Hendrickson as the consultant for the airport's 5-year capital improvement plan. Carried 7-0.

Public Works Director Steven Lang requested the Council approve a farm lease with VS Farms, LLC for farm land inside the airport fence.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution approving an airport farm lease with VS Farms, LLC. Carried 7-0.

Public Works Director Steven Lang stated the City has budgeted to upgrade the lighting in Packer Arena to LED lighting. The City received the following proposals:

Contractor	Ledalux Bid	Lithonia Bid
Fox Electric Co. Inc.	\$ 41,241.00	\$ 50,659.00
Winkels Electric, Inc.	\$ 59,290.00	\$ 64,040.00
Austin Electric, Inc.	\$ 64,055.01	\$ 68,805.01

Mr. Lang recommended approving the Fox Electric Co. Inc proposal with the Ledalux figure option. He stated there is a projected \$10,000 rebate with Austin Utilities for the project. He stated there will be a four-year payback on the project.

Moved by Council Member Fischer, seconded by Council Member Postma, adopting a resolution approving a contract with Fox Electric, Inc. for the Packer Arena LED lighting project. Carried 7-0.

Public Works Director Steven Lang stated the City previously awarded a contract with SEH, Inc. for the completion of an updated airport layout plan and exhibit A property map. The FAA identified three additional parcels that will need to be a part of the map and SEH has provided an estimate in the amount of \$7,700 for additional services related to these parcels. Mr. Lang requested the Council approve an amendment to the SEH contract.

Moved by Council Member Fischer, seconded by Council Member Poshusta, adopting a resolution approving amendment #1 to the Airport Layout Plan and Exhibit A Property Map project. Carried 7-0.

Public Works Director Steven Lang stated the City received a grant from the State of Minnesota to resurface the hangar at the Airport. There is additional work in the amount of \$19,770 on the project and Mr. Lang requested the Council approve amendment #1 to the grant agreement.

Moved by Council Member Postma, seconded by Council Member Fischer, adopting a resolution approving amendment #1 to the Airport hangar resurfacing project. Carried 7-0.

Public Works Director Steven Lang stated the 28<sup>th</sup> Street NE bridge is scheduled to be replaced in the summer of 2021 and will last approximately 5 months. He stated the bridge is going to have additional aesthetic upgrades which a portion of the costs are the local responsibility. The City's share of the upgrades is \$49,221.43 and will be covered by a Hormel Foundation Grant. Mr. Lang requested Council approval of the agreement.

Moved by Council Member Fischer, seconded by Council Member Waller, approving a construction agreement with MNDot for the 28<sup>th</sup> Street NE bridge. Carried 7-0.

Parks and Recreation Director Kevin Nelson stated the City has been approached about extending the ice season at Packer Arena by two weeks. He said that there will be additional costs of \$2,500 a week for dehumidification in addition to the typical operational cost of \$1,500 a week. Some of this expense would be covered through rental of the ice. The Council reviewed the item at their January 19, 2021 work session and recommended extending the ice season by two weeks.

Moved by Council Member-at-Large Austin, seconded by Council Member Oballa, authorizing a two-week extension of the ice season at Packer Arena. Carried.

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, calling for a public hearing for March 15, 2020 at 5:30 p.m. for the establishment of tax increment financing district number 15 for Nu-Tek Biosciences. Carried.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution authorizing the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 907 3<sup>rd</sup> Avenue NE, Alejo Property. Carried.

Public Works Director Steven Lang stated the Minnesota Department of Transportation Federal Grant applications for 2025 are due on February 5, 2021. The City would like to apply for a \$2,100,000 federal grant for the reconstruction of Oakland Avenue East and West. Mr. Lang requested the Council approve the grant application.

Moved by Council Member -at-Large Austin, seconded by Council Member Waller, adopting a resolution approving a federal transportation project grant application for Oakland Avenue. Carried 7-0.

## REPORTS

City Administrator Craig Clark stated the DCA is continuing to work on the COVID relief funds.

Council Member Baskin stated the new microphones are working well for the zoom meeting.

Council Member Postma stated the HRA has new CHIP funds for funding owner-occupied housing up to \$25,000.

Council Member Joyce Poshusta stated their will be a Human Rights Commission and Library joint book club.

Moved by Council Member Fischer, seconded by Council Member-at-Large Austin, adjourning the meeting to February 16, 2021. Carried.

Adjourned: 5:58 p.m.

Approved: February 16, 2021

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

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



Stephen J. Ramsey, Music Director  
P.O. Box 465 • Austin, MN 55912  
[www.austinnmsymphony.org](http://www.austinnmsymphony.org)



January 25, 2020

Craig Clark, City Administrator  
City of Austin  
500 4<sup>th</sup> Ave NE  
Austin, MN 55912

Dear Mr. Clark, Mayor King, and Members of the City Council,

Your financial support over many years has faithfully helped the Austin Symphony Orchestra provide quality, live, symphonic music to our audiences, which is our unique role in this diverse and wonderful community. Because we were not able to produce any of our performances in this time of the COVID-preventative health measures, we are proposing an alternate use for the generous grant we received from the city, that was to be used for a concert we could not perform.

Rather than return the support money to the city, we would like to redirect it to a project we have been saving for, a rework of our website. We believe a new website will help us reach out to our community in better and more efficient ways. It will allow us to better advertise our concerts, help us to offer music education pieces, accept donations, and even sell tickets online. The cost of this project is around \$6000. The \$2500 grant you awarded us would be an important part of reaching this goal.

We are planning on performing again at the Austin Artworks Festival in August, and planning a more normal four-concert season starting after that.

Thank you! Please let me know in a text, email, or in writing if this is acceptable to you. My contact information is listed below. We appreciate your consideration of this matter and as always, we appreciate your strong commitment to our community orchestra. We hope to help make Austin an even better place to live, learn, and work.

A handwritten signature in black ink that reads 'Martha Chancellor'.

Martha Chancellor, Co-Manager  
Austin Symphony Orchestra  
P.O. Box 465  
Austin, MN 55912  
507-460-8032  
[mchancel@mac.com](mailto:mchancel@mac.com)



## HOUSING TAX ABATEMENT APPLICATION

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

Property Owner / Applicant: Bigelow & Lennon Construction  
 Current Address: 211 1st St SW Byron, MN 55920  
 Telephone: 507-775-7068 E-Mail: jill@bigelowlennon.com

Has applicant ever defaulted on property taxes? ☐ Yes ☒ No If Yes, provide details on separate page(s).

Are property taxes current? ☒ Yes ☐ No

Proposed Project: ☒ New Construction ☐ Replacement of housing unit

Project Type: ☒ Single Family ☐ Duplex ☐ Multi-family

Project Address: 2108 14th Avenue NE Austin, MN 55912

Project Legal Description:

Lot 6, Block 2 Nature Ridge 2nd

Parcel Number: 34.467-0110 Estimated Project Valuation: \$ 355,000.00

## Applicant Statement:

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

We would like to provide new homes to people coming to the Mower Co area.

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

I / We as applicant(s) for the Housing Tax Abatement certify that no construction has begun or will begin prior to the taxing authority's decision on my/our application. For the purposes of this provision, construction shall include the installation of footings, slab, foundation, posts, walls or other portions of a building. Site preparation, land clearing or the installation of utilities shall not constitute construction.

I / We as applicant(s) for the Housing Tax Abatement submit this application having read the policy and understand the provisions as outlined including, but not limited to, the potential of a partial abatement in year one, construction must commence within one year of the approval, assessors cannot be refused access to the property for assessment purposes and the abatement is awarded following full payment of real estate taxes due annually.

Construction  
Certification

Signature

Date

Signature of Applicant(s)

Date

FOR OFFICE USE ONLY: ELIGIBLE / APPLICABLE APPROVALS

Mower County

Date:

☐ City or ☐ Township of

Date:

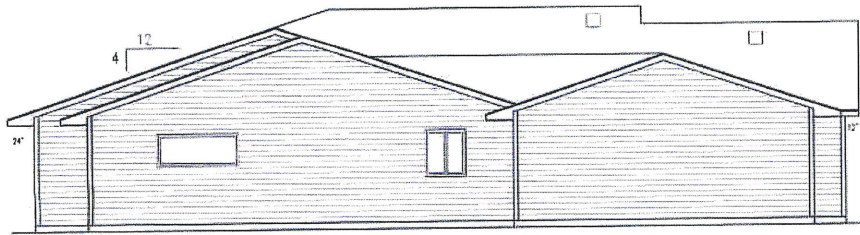
School District of

Date:

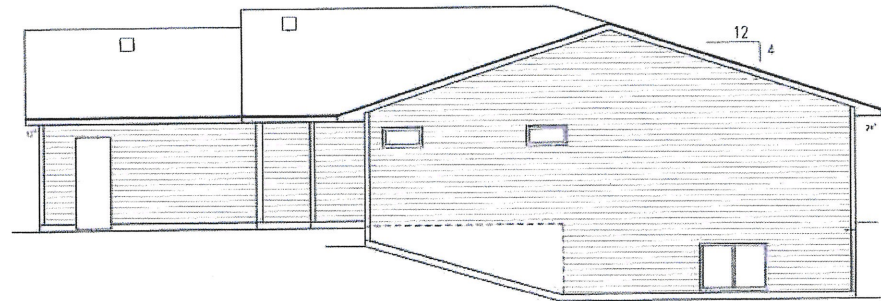
**Disclaimer:** Each taxing entity makes its own decision on approval or denial of application for tax abatement. Applications must comply with all requirements of the policy/program as outlined in the policy/program guidelines and build within allotted timeframe or tax abatement offer will be automatically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

Please submit completed applications to: Mower County Administration  
 201 1st Street NE, Suite 9, Austin MN 55912  
 507-437-9549  
 Office Hours: M-F 8 a.m. – 4:30 p.m.

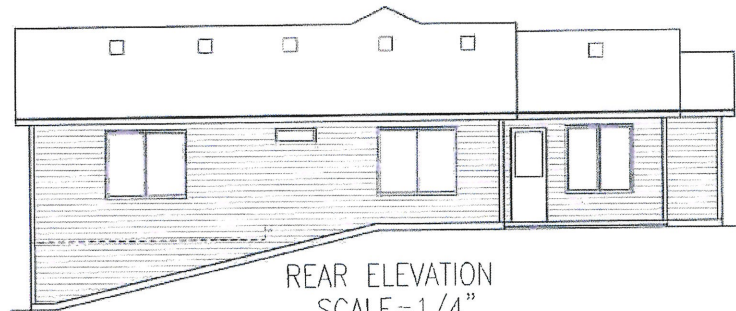
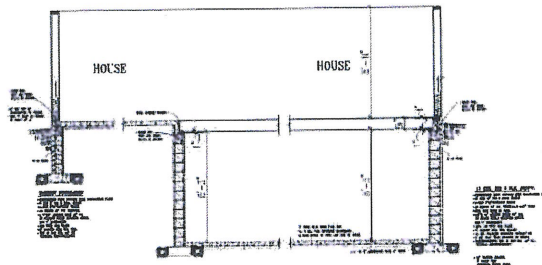




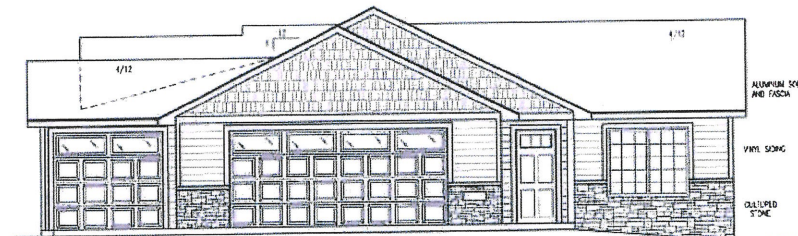
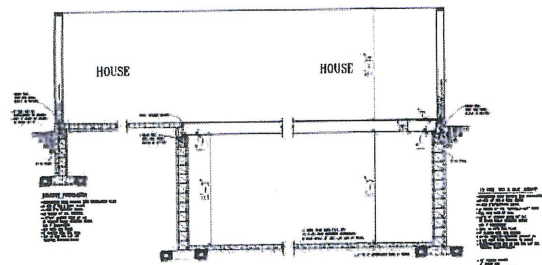
SIDE ELEVATION  
SCALE=1/4"



SIDE ELEVATION  
SCALE=1/4"



REAR ELEVATION  
SCALE=1/4"



FRONT ELEVATION  
SCALE=1/4"

PROGRESSIVE PLAN  
DESIGN LLP  
RESIDENTIAL ARCHITECTURE  
1111 1st St. SW  
Byron, MN 55920  
Tel: 763-437-1111 Fax: 763-437-1112

CONTRACT NO. 2012-076  
DATE 12/16/20  
NOTED

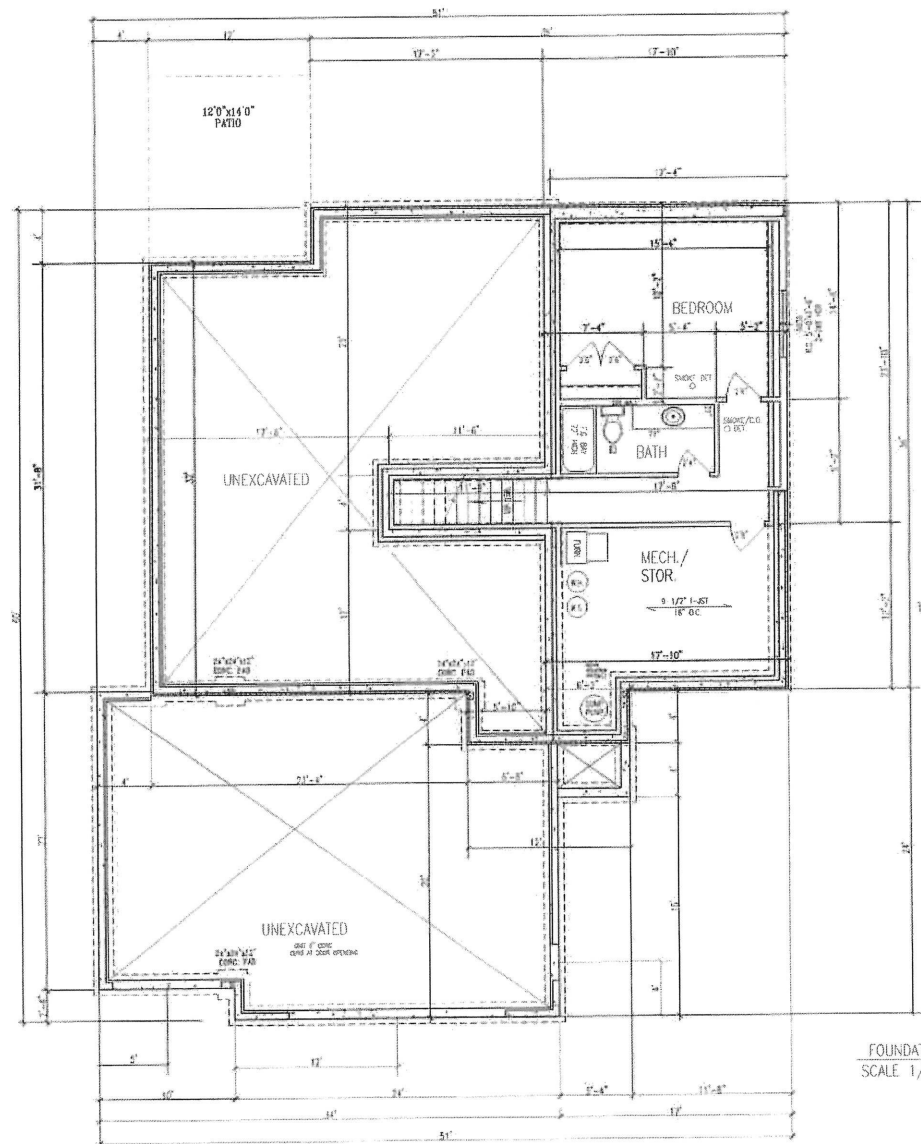
BIGELOW LENNON CONST.  
KUEHNEMAN RESIDENCE

BL-373

Bigelow and Lennon Construction, LLC  
211 1st St. SW  
Byron, MN 55920

2108 14th Ave NE  
Austin, MN 55912

original

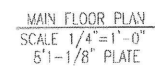


PROGRESSIVE PLAN  
DESIGN LLP  
RESIDENTIAL ARCHITECTURE  
1111 South 1st Street, Suite 100  
Tampa, FL 33606  
Phone: 813.251.1111  
Fax: 813.251.1112

THIS PLAN IS THE PROPERTY OF PROGRESSIVE PLAN DESIGN LLP. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PROGRESSIVE PLAN DESIGN LLP. ANY VIOLATION OF THESE TERMS SHALL BE CONSIDERED A BREACH OF CONTRACT AND SUBJECT TO LEGAL ACTION.

BICELOW LENNEN CONST.  
KUEHNEMAN RESIDENCE

DATE: 2/21/2018  
BY: P.H.  
NOTED



R.H.  
1692  
2612376  
NOTED



A-373

# PROGRESSIVE PLAN DESIGN LLP

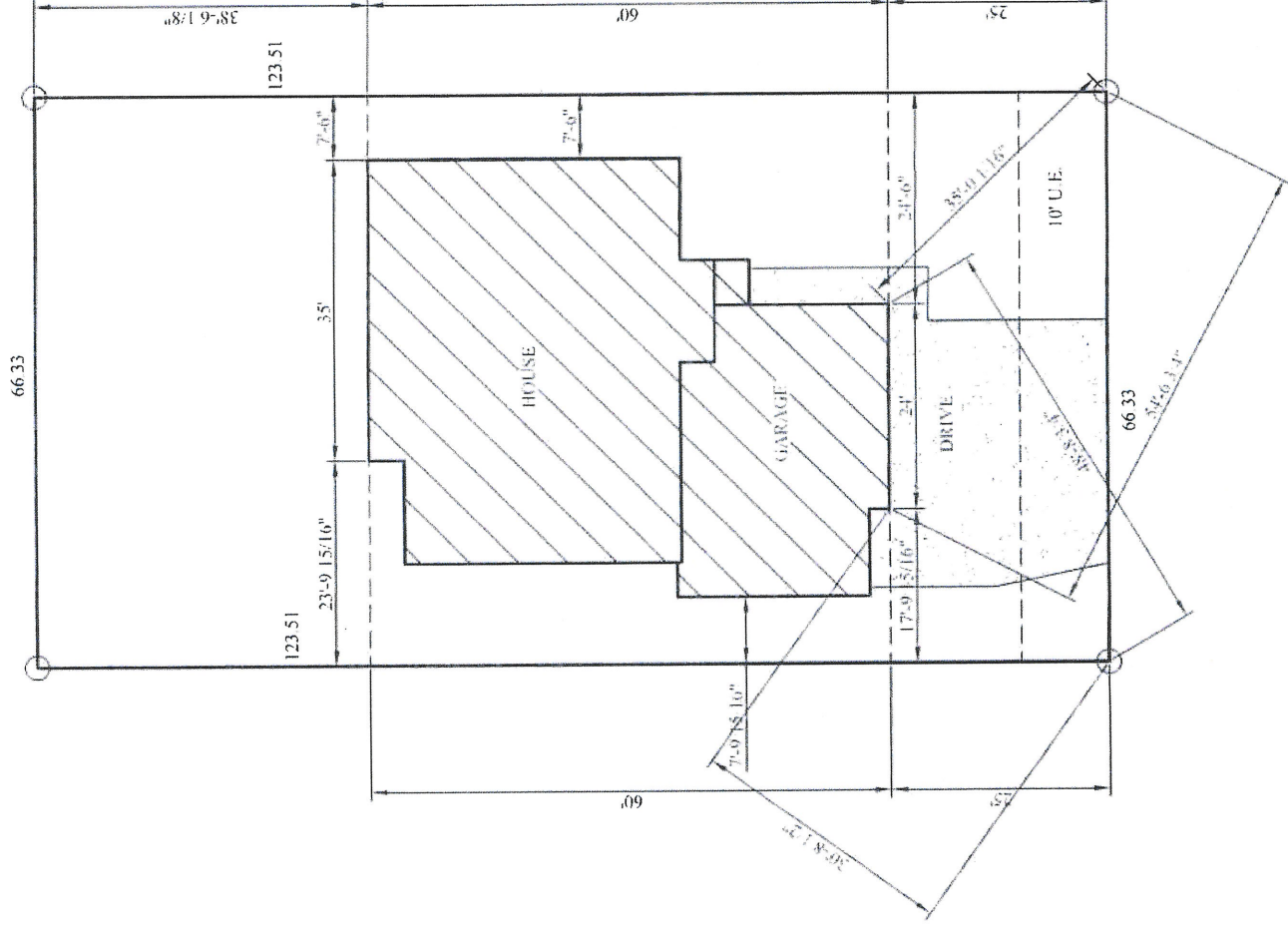
RESIDENTIAL ARCHITECTURE

714 County Rd. 3 NW Byron MN 56020  
(507)775-8877 progressiveplandesign@gmail.com



LOT, #6 BLK. #2  
SUBDIVISION: NATURE RIDGE 2ND  
CITY: AUSTIN STATE: MN  
CONTRACTOR: BIG-LENN  
CUSTOMER: KUEHNEMAN

SCALE: 1" = 20'



Original



BL-373

OFFICIAL PLAT

**NATURE RIDGE SECOND**  
IN OUTLOT D, NATURE RIDGE  
AUSTIN, MOWER COUNTY, MINNESOTA

SHEET 14 SEC 36-14-103N-R16E

**CERTIFICATE OF DESIGNATION**

WHEREAS, the City of Austin, Mower County, Minnesota, has caused the following described property situated in the City of Austin, Mower County, Minnesota, to be:

All that part of Outlot D, Nature Ridge, as the same is platted and recorded in the office of the County Recorder of Mower County, Minnesota, described as follows:

Beginning at the northeast corner of said Outlot D, thence South 89°54'30" East a distance of 20.13 feet to a point of bearing on the east line of said Outlot D, to the point of beginning.

Thence South 89°54'30" East a distance of 200.11 feet on said east line, to the easterly extension of the north line of Outlot A to said Nature Ridge;

Thence South 89°54'30" West a distance of 270.00 feet on said north line and the extension of said north line, to the northeast corner of said Outlot A;

Thence South 89°54'30" East a distance of 21.13 feet on the westerly line of Outlot A, to the northeast corner of said Lot 7, Block 8 in said Nature Ridge;

Thence South 89°54'30" West a distance of 134.87 feet on the north line of said Lot 7, to the northeast corner of said Lot 7;

Thence North 74°50'20" West a distance of 68.79 feet, to the northeast corner of Lot 8, Block 4 in said Nature Ridge;

Thence South 89°54'30" West a distance of 198.00 feet on the north line of said Lot 8, to the northeast corner of said Lot 8;

Thence North 89°54'30" East a distance of 207.48 feet;

Thence North 89°54'30" East a distance of 55.83 feet;

Thence North 89°54'30" West a distance of 116.88 feet, to the south line of the North 55.18 feet of said Nature Ridge;

Thence North 89°54'30" East a distance of 61.32 feet on the south line of said North 55.18 feet, to the point of beginning.

Having caused the above described premises to be surveyed and platted as above herein, to be known as NATURE RIDGE SECOND, as by these premises made to the public use forever and for the use of the public, the surveying and plating herein, and also the plat and extension hereon, for the registration and recording of the same in the office of the County Recorder of Mower County, Minnesota, to be a public use and for the use of the public, to be known as NATURE RIDGE SECOND.

Witness my hand and seal of the City of Austin, Minnesota, this 14th day of August, 2019.

*Michael J. Smith*  
Michael J. Smith, President

*Joe Hanson*  
Joe Hanson, Secretary

STATE OF MINNESOTA  
COUNTY OF MOWER

The foregoing instrument was acknowledged before me this 14th day of August, 2019, by Paul V. Thomsen.

*Paul V. Thomsen*  
Paul V. Thomsen, My Commission Expires 1-31-2023

**SURVEYOR'S CERTIFICATE**

I, Thomas J. Thompson, do hereby certify that this plat was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor in the State of Minnesota, and that this is a correct representation of the surveying work that I have caused to be done and made as shown on this plat. That all monuments depicted on this plat have been set, or will be set, as shown on this plat, and that all other lines and boundaries, as shown on this plat, are true and correct as shown on this plat.

Dated 23rd day of July, 2019.

*Thomas J. Thompson*  
Thomas J. Thompson, Minnesota Licensed No. 22768

STATE OF MINNESOTA  
COUNTY OF MOWER

This instrument was acknowledged before me on this 23rd day of July, 2019, by Thomas J. Thompson.

*Thomas J. Thompson*  
Thomas J. Thompson, My Commission Expires 1-31-2023

**TITLE OPINION**

I, Paul V. Thomsen, licensed attorney, State of Minnesota, do hereby certify that the Owner, as indicated herein, represents all ownership interests in the land described on this plat.

*Paul V. Thomsen*  
Paul V. Thomsen, Attorney

**CITY APPROVAL**

We do hereby certify that this plat of NATURE RIDGE SECOND, was duly accepted and approved by the City Council of the City of Austin, on the 14th day of August, 2019.

*Michael J. Smith*  
Michael J. Smith, City Clerk

**CITY RECORDING CERTIFICATE**

I, the duly appointed, qualified and acting City Recorder of the City of Austin, Mower County, Minnesota, and the County Recorder of Mower County, Minnesota, do hereby certify that this plat, as shown on this plat, is a correct representation of the surveying work that I have caused to be done and made as shown on this plat. That all monuments depicted on this plat have been set, or will be set, as shown on this plat, and that all other lines and boundaries, as shown on this plat, are true and correct as shown on this plat.

Dated 23rd day of July, 2019.

*Thomas J. Thompson*  
Thomas J. Thompson, Minnesota Licensed No. 22768

**COUNTY ALDERMAN & TREASURER CERTIFICATE**

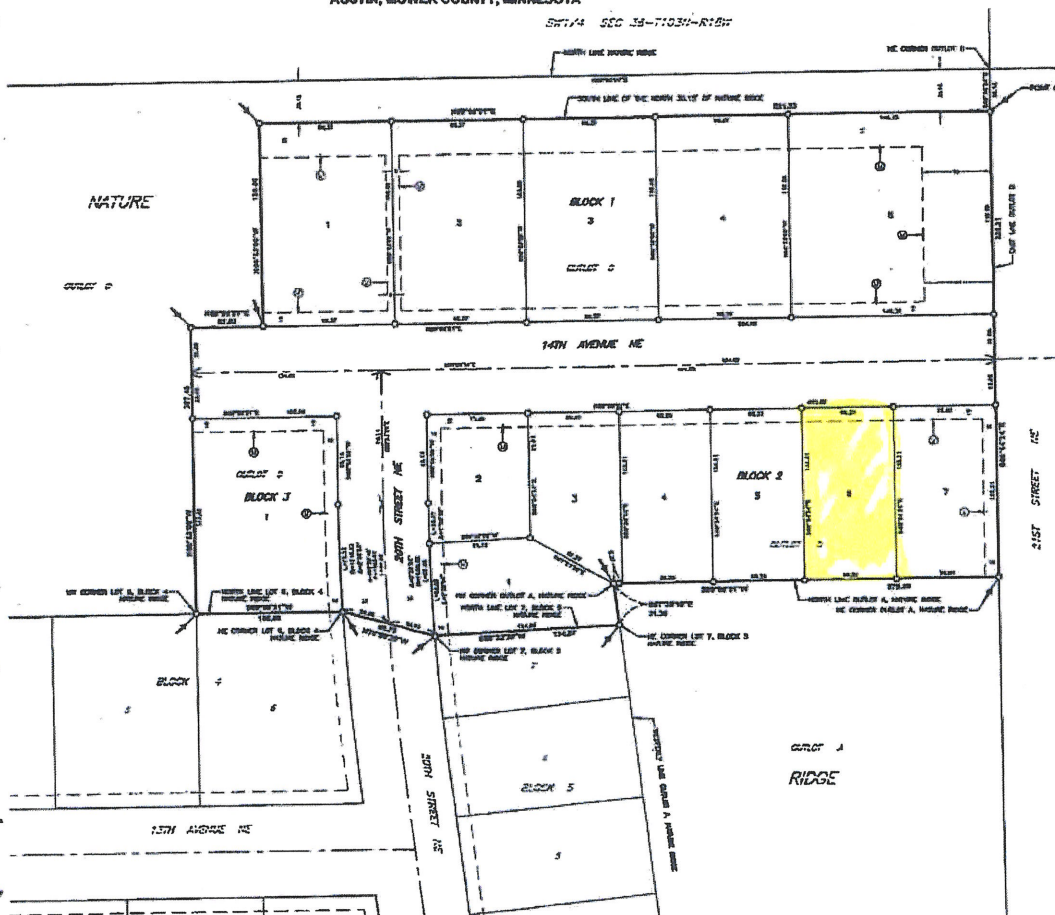
Pursuant to Minnesota Statutes, Chapter 212, Subd. 8, from previous to the year 2019 on the land boundaries described herein have been paid, from, pursuant to Minnesota Statutes, Chapter 212.12, there are no delinquent taxes and interest entered into this 14th day of August, 2019.

*Paul V. Thomsen*  
Paul V. Thomsen, County Auditor & Treasurer, Mower County, MN

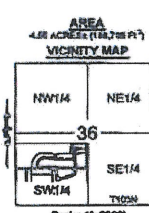
**COUNTY RECORDER'S CERTIFICATE**

I hereby certify that this plat of NATURE RIDGE SECOND, was filed in the office of the County Recorder for public record on this 14th day of August, 2019, at 1:15 p.m., and was duly filed in Book 14, Page 14, in the County Recorder's Office, Mower County, Minnesota.

*Paul V. Thomsen*  
Paul V. Thomsen, County Recorder, Mower County, Minnesota



- LEGEND**
- = 6607 1/2' Iron corner monument (found 8/1/2019) Placed
  - = Iron stake monument - Found
  - = Boundary Point Center
  - = Utility Enclosure



**BASIS OF BEARING SYSTEM**  
All bearings are based upon the Mower County Coordinate System NAD 83 (83) North Adjustment Grid.

**JONES, HAUGH & SMITH INC.**  
CONSULTING ENGINEERS & LAND SURVEYORS  
315 SOUTH WASHINGTON AVENUE ALBERT LEA,  
MINNESOTA 56007

**JULY 2019**

DRAWN BY: ARY HODDINCH  
13-2019-Rev1.dwg

original

## **NOTICE OF PUBLIC HEARING ON TAX ABATEMENT REQUEST**

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Austin, Mower County, Minnesota, will hold a public hearing on Tuesday, February 16, 2021 at 5:30 p.m. to consider a tax abatement request from Bigelow & Lennon Construction, pursuant to Minnesota Statutes 469.1813 and 116J.993 through 116J.995. The request is to abate 100% of the City's portion of real estate taxes related to the new residential improvements on the subject property for a period of 5 years. The estimated amount of the abatement is \$10,280. The subject property is located at 2108 14<sup>th</sup> Avenue NE, Austin, Minnesota and is legally described as:

Lot 6, Block 2, Nature Ridge Second Addition, City of Austin, County of Mower

The public hearing will be held in the City Council Chambers, at City Hall, 500 4<sup>th</sup> Avenue NE, Austin, Minnesota. All interested persons are invited to attend and be heard. Those unable to attend are invited to send written comments, prior to the hearing, to: City Administrator, City of Austin, 500 4<sup>th</sup> Avenue NE, Austin, Minnesota 55912.

Publish: February 3, 2021

## **RESOLUTION NO.**

### **RESOLUTION APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. 469.1813**

**WHEREAS**, the Austin Home Initiative's purpose is to provide incentives to encourage the construction of new owner occupied and residential housing units within the City of Austin for the public benefit including, but not limited to, capturing future taxes from units that would not have otherwise been constructed and increasing housing inventory to support local business growth.

**WHEREAS**, Minnesota Statute 469.1813 gives authority to the City of Austin to grant an abatement of taxes imposed by the City if certain criteria are met; and

**WHEREAS**, in addition to the statutory requirements, the City of Austin has adopted the Austin Home Initiative guidelines which must be met before an abatement of taxes will be granted for residential development; and

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

Lot 6, Block 2, Nature Ridge Second Addition, City of Austin, County of Mower

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

**WHEREAS**, Bigelow & Lennon Construction has met the statutory requirements outlined under Minnesota Statute 469.1813 Subdivision (1) and Subdivision 2(i) as well as the Austin Home Initiative guidelines for abatement;

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

The City of Austin does hereby grant an abatement of the City of Austin's share of real estate taxes upon the above-described parcel for the construction of a single family dwelling on the subject property.

The tax abatement will commence with the receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority's resolution, whichever is first, and shall continue for five years.

The City shall provide the awarded abatement payments following the payment of due real estate taxes annually. Payments shall be made to the owner of record at the time of the payment.



The tax abatement shall be limited to the increase in property taxes resulting from the improvement of the property. Land values are not eligible and will not be abated.

The abatement shall be null and void if construction is not commenced within one year of the approval of this resolution or if the real estate taxes are not paid on or before the respective payment deadlines annually.

Passed by a vote of yeas and nays this 16th day of February, 2021.

Yeas

Nays

ATTEST:

APPROVED

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City Recorder

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Mayor

BL-374

## HOUSING TAX ABATEMENT APPLICATION

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

Property Owner / Applicant: Bigelow & Lennon Construction  
 Current Address: 211 1st St SW Byron, MN 55920  
 Telephone: 507-775-7068 E-Mail: jill@bigelowlennon.com

Has applicant ever defaulted on property taxes? ☐ Yes ☒ No If Yes, provide details on separate page(s).

Are property taxes current? ☒ Yes ☐ No

Proposed Project: ☒ New Construction ☐ Replacement of housing unit

Project Type: ☒ Single Family ☐ Duplex ☐ Multi-family

Project Address: 2012 14th Ave NE Austin, MN 55912

Project Legal Description: Lot 1, Block 3 Nature Ridge 2nd Subdivision

Parcel Number: 34.467.0130 Estimated Project Valuation: \$ 306,000.00

## Applicant Statement:

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

We would like to provide new homes for people moving to the Mower Co. area.

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

I / We as applicant(s) for the Housing Tax Abatement certify that no construction has begun or will begin prior to the taxing authority's decision on my/our application. For the purposes of this provision, construction shall include the installation of footings, slab, foundation, posts, walls or other portions of a building. Site preparation, land clearing or the installation of utilities shall not constitute construction.

I / We as applicant(s) for the Housing Tax Abatement submit this application having read the policy and understand the provisions as outlined including, but not limited to, the potential of a partial abatement in year one, construction must commence within one year of the approval, assessors cannot be refused access to the property for assessment purposes and the abatement is awarded following full payment of real estate taxes due annually.

Construction  
Certification

Signature

Date

Signature of Applicant(s)

Date

FOR OFFICE USE ONLY: ELIGIBLE / APPLICABLE APPROVALS

Mower County

Date:

☐ City or ☐ Township of

Date:

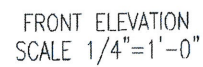
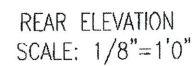
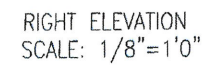
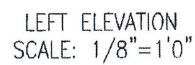
School District of

Date:

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

Please submit completed applications to:

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



2012 14<sup>th</sup> Ave NE

Bigelow and Lennon Construction, LLC  
211 1st St. SW  
Byron, MN 55920

**PROGRESSIVE PLAN  
DESIGN LLP**  
RESIDENTIAL ARCHITECTURE  
(507) 775-6677  
COUNTY RD. 3 N.W. BYRON MN. 55009  
[progressiveplan@designgroupall.com](mailto:progressiveplan@designgroupall.com)

714 COUNTY RD. 3 N.W. BYRON MN. 55920  
progressivemusic@gmail.com

[illegible]

ACTOR: BIGELOW/LENNON

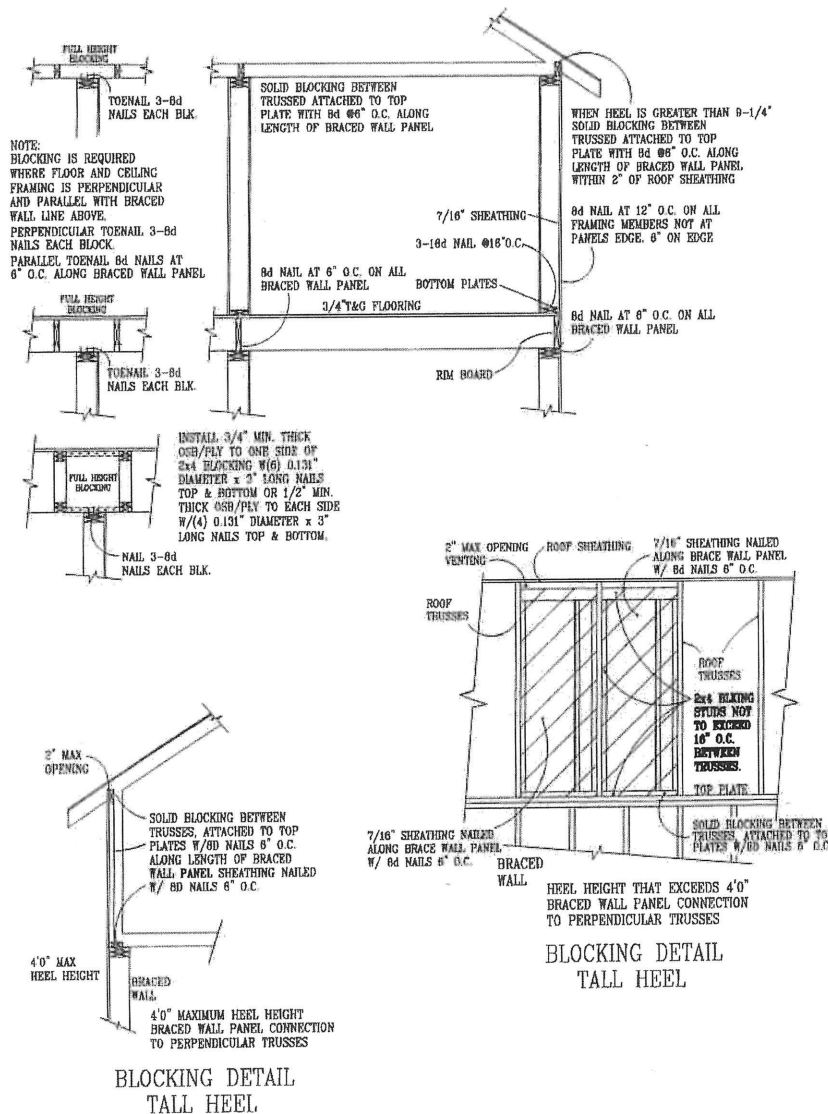
OWNER:

B.R.  
 3-20-19  
 NOTED  
 1911278  
 NOTED









# DISCRPTION: MAIN FLOOR

BRACED PANEL LENGTH TABLE BASED ON WIND SPEED (<90mph)									
BRACED WALL LINE	BRACED WALL LINE SPACING	BRACED WALL LINE LENGTH (FEET)	EXPOSURE FACTOR	ROOF TO EAVE TOTAL	WALL HEIGHT TOTAL	WALL BRACING LENGTH (FEET)	REDUCED BRACING LENGTH (FEET)	PROVIDED BRACING LENGTH	PROVIDED BRACING LENGTH
①	CS-WSP	28 FT.	4.7'	1.0	0.88	0.80	1.3	4.8'	14'-4"
②	CS-WSP	28 FT.	4.7'	1.0	0.88	0.95	1.3	5.1'	16'-4"
③	CS-WSP	18 FT.	3.2'	1.0	0.94	0.95	1.3	3.7'	6'-0"

# DISCRPTION: MAIN FLOOR

BRACED PANEL LENGTH TABLE BASED ON WIND SPEED (<90mph)									
BRACED WALL LINE	BRACED WALL LINE SPACING	BRACED WALL LINE LENGTH (FEET)	EXPOSURE FACTOR	ROOF TO EAVE TOTAL	WALL HEIGHT TOTAL	WALL BRACING LENGTH (FEET)	REDUCED BRACING LENGTH (FEET)	PROVIDED BRACING LENGTH	PROVIDED BRACING LENGTH
Ⓐ	CS-WSP	32 FT.	5.2'	1.0	0.88	0.95	1.45	8.3'	12'-0"
Ⓑ	CS-WSP	44 FT.	6.6'	1.0	0.94	0.90	1.45	8.1'	12'-0"
Ⓒ	CS-WSP	32 FT.	5.2'	1.0	0.88	0.95	1.45	8.3'	6'-0"
Ⓓ	CS-WSP	44 FT.	6.6'	1.0	0.94	0.90	1.45	8.1'	12'-0"

## WALL BRACING NOTES: CS-WSP

1. ALL WALLS SHALL BE CONTINUOUSLY SHEATHED WITH WOOD STRUCTURAL PANELS
2. CS-WSP ON PLANS INDICATE AREAS OF BRACED PANELS
3. BRACED PANELS SHALL BE CONSTRUCTED WITH 16" O.C. STUDS. TOP PLATE FASTENED TO SOLID FRAMING WITH 8d NAILS 6" O.C. BOTTOM PLATES FASTENED TO SOLID FRAMING W/ 3-16d NAIL 6" O.C.
- 7/16" OSB SHEATHING (24/16 INDEX) FASTENED W/ 8d COMMON NAILS 6" O.C. ON EDGES AND 12" O.C. IN FIELD.
- SOLID BLOCKING BETWEEN TRUSSES WITH HEEL GREATER THAN 8-1/4" TO WITHIN 2" OF ROOF SHEATHING FASTENED WITH MIN 8d NAILS 6" O.C. ALONG LENGTH OF PANEL.
4. ANY OTHER TYPE OF BRACING METHOD SHALL BE INDICATED ON PLAN AND SEPARATE DETAIL WILL BE PROVIDED.

## CB INTERIOR BRACED WALL

1. PLATE FASTENED TO FLOOR W/ 3-16d NAILS @ 16" O.C.
2. FULL HEIGHT BLOCKING 16" O.C. 3-8d NAILS EACH BLOCK
3. 7" SCREWED GRID ON ROCK

TENSION STRAP CAPACITY FOR WIND PRESSURE REQ. FOR PHLPFC AND CS-PT									
WALL STUD FRAMING MINIMUM SIZE AND GRADE	MAXIMUM PONY WALL HEIGHT	MAXIMUM TOTAL WALL HEIGHT	MAXIMUM WALL OPENING WIDTH	TENSION STRAP CAP. REQ. WIND WIND	EXPOSURE B	EXPOSURE C	EXPOSURE D	EXPOSURE E	EXPOSURE F
2x4 NO.2 GRADE	1	10	0	1000	1000	1000	1000	1000	1000
			9	1600	1600	1600	1600	1600	1600
			16	1600	2325	2325	2325	2325	2325
			18	1600	2775	2775	2775	2775	2775
			9	1000	1550	1550	1550	1550	1550
			16	2025	3925	3925	3925	3925	3925
	2	12	0	1200	1200	1200	1200	1200	1200
			9	1200	1200	1200	1200	1200	1200
			16	1200	1200	1200	1200	1200	1200
			18	1200	1200	1200	1200	1200	1200
			9	1000	1550	1550	1550	1550	1550
			16	2050	3550	3550	3550	3550	3550
2x6 STUD GRADE	4	12	0	1500	1500	1500	1500	1500	1500
			9	1500	1500	1500	1500	1500	1500
			16	1500	1500	1500	1500	1500	1500
			18	1500	1500	1500	1500	1500	1500
			9	1000	1550	1550	1550	1550	1550
			16	2050	3550	3550	3550	3550	3550

PROGRESSIVE PLAN  
DESIGN LLP

RESIDENTIAL ARCHITECTURE  
(507) 770-6677

714 COUNTY RD. 3 N.W. BYRON MN. 55920  
progressiveplandesign@gmail.com

CONTRACTOR:  
BIGELOW/LENNON

OWNER:

3-20-19  
NOTED  
1911278  
NOTED

## PURCHASE AGREEMENT

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

Lot 1, Block 3, Nature Ridge Second in Outlot D, Nature Ridge Austin, Mower County, Minnesota.

LEGAL TO GOVERN, all of which property the undersigned has this day sold to the buyer for the sum of \$44,500.00, which the buyer agrees to pay as follows: Earnest money \$500.00 and \$44,000.00 cash on or before July 1, 2021. Seller will defer \$10,000.00 of the purchase price until the spec home is sold by buyer herein and buyer will sign a Promissory Note for \$10,000.00 with no interest to accrue.

The real estate taxes due and payable in the year 2021 shall be prorated to the date of closing.

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

Subject to performance by the buyer, the seller agrees to execute and deliver a Warranty Deed to be joined in by spouse, if any (also owner's duplicate certificate of title, if registered property, at time of delivery of deed) conveying a marketable title to said premises subject only to the following exceptions: (a) Building regulations, zoning laws, ordinances, state and federal regulations, (b) Restrictions relating to use or improvement of premises not subject to unreleased forfeiture, (c) Reservation of any minerals or mineral rights to the State of Minnesota. Utility Easements. Subject to rights of tenants, if any.

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

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

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

The seller further agrees to deliver possession not later than July 1, 2021 PROVIDED THAT ALL THE CONDITIONS OF THIS AGREEMENT HAVE BEEN COMPLIED WITH. Closing date shall be on or before July 1, 2021.

The seller shall, within a reasonable time after approval of this agreement, furnish an abstract title or registered property abstract certified to date, both of which shall include proper searches covering bankruptcies, judgments and liens both state and federal. The buyer shall be allowed 10 days for examination of title and the making of any objections thereto in writing. The seller shall be allowed 120 days to make such title marketable. If this agreement is not accepted by the seller or title made marketable, as herein provided, the above earnest money shall forthwith be returned to the buyer. If buyer defaults in any of the provisions of this agreement the earnest money shall be forfeited to the seller and agent as their interest may appear without limiting any other right at law or equity available to the seller.



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

Dated this 15<sup>th</sup> day of January, 2021.

**NATURE RIDGE PROPERTIES OF  
AUSTIN CO., Seller**

By [Signature]  
Paul V. Sween, Its Manager

**Bigelow & Lennon Construction,  
LLC, Buyer**

By [Signature]  
Jerome A. Bigelow, Its President

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

F:\smills\NNature Ridge Properties of Austin Co\89122-Bigelow & Lennon Construction, LLC\PURCHASE AGREEMENT Lot 4,  
Block 2, Nature Ridge Second.docx



**NOTICE OF PUBLIC HEARING  
ON TAX ABATEMENT REQUEST**

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Austin, Mower County, Minnesota, will hold a public hearing on Tuesday, February 16, 2021 at 5:30 p.m. to consider a tax abatement request from Bigelow & Lennon Construction, pursuant to Minnesota Statutes 469.1813 and 116J.993 through 116J.995. The request is to abate 100% of the City's portion of real estate taxes related to the new residential improvements on the subject property for a period of 5 years. The estimated amount of the abatement is \$8,000. The subject property is located at 2102 14<sup>th</sup> Avenue NE, Austin, Minnesota and is legally described as:

Lot 1, Block 3, Nature Ridge Second Addition, City of Austin, County of Mower

The public hearing will be held in the City Council Chambers, at City Hall, 500 4<sup>th</sup> Avenue NE, Austin, Minnesota. All interested persons are invited to attend and be heard. Those unable to attend are invited to send written comments, prior to the hearing, to: City Administrator, City of Austin, 500 4<sup>th</sup> Avenue NE, Austin, Minnesota 55912.

Publish: February 3, 2021

## **RESOLUTION NO.**

### **RESOLUTION APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. 469.1813**

**WHEREAS**, the Austin Home Initiative's purpose is to provide incentives to encourage the construction of new owner occupied and residential housing units within the City of Austin for the public benefit including, but not limited to, capturing future taxes from units that would not have otherwise been constructed and increasing housing inventory to support local business growth.

**WHEREAS**, Minnesota Statute 469.1813 gives authority to the City of Austin to grant an abatement of taxes imposed by the City if certain criteria are met; and

**WHEREAS**, in addition to the statutory requirements, the City of Austin has adopted the Austin Home Initiative guidelines which must be met before an abatement of taxes will be granted for residential development; and

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

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

**WHEREAS**, Bigelow & Lennon Construction has met the statutory requirements outlined under Minnesota Statute 469.1813 Subdivision (1) and Subdivision 2(i) as well as the Austin Home Initiative guidelines for abatement;

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

The City of Austin does hereby grant an abatement of the City of Austin's share of real estate taxes upon the above-described parcel for the construction of a single family dwelling on the subject property.

The tax abatement will commence with the receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority's resolution, whichever is first, and shall continue for five years.

The City shall provide the awarded abatement payments following the payment of due real estate taxes annually. Payments shall be made to the owner of record at the time of the payment.

The tax abatement shall be limited to the increase in property taxes resulting from the improvement of the property. Land values are not eligible and will not be abated.

The abatement shall be null and void if construction is not commenced within one year of the approval of this resolution or if the real estate taxes are not paid on or before the respective payment deadlines annually.

Passed by a vote of yeas and nays this 16th day of February, 2021.

Yeas

Nays

ATTEST:

APPROVED

---

City Recorder

---

Mayor

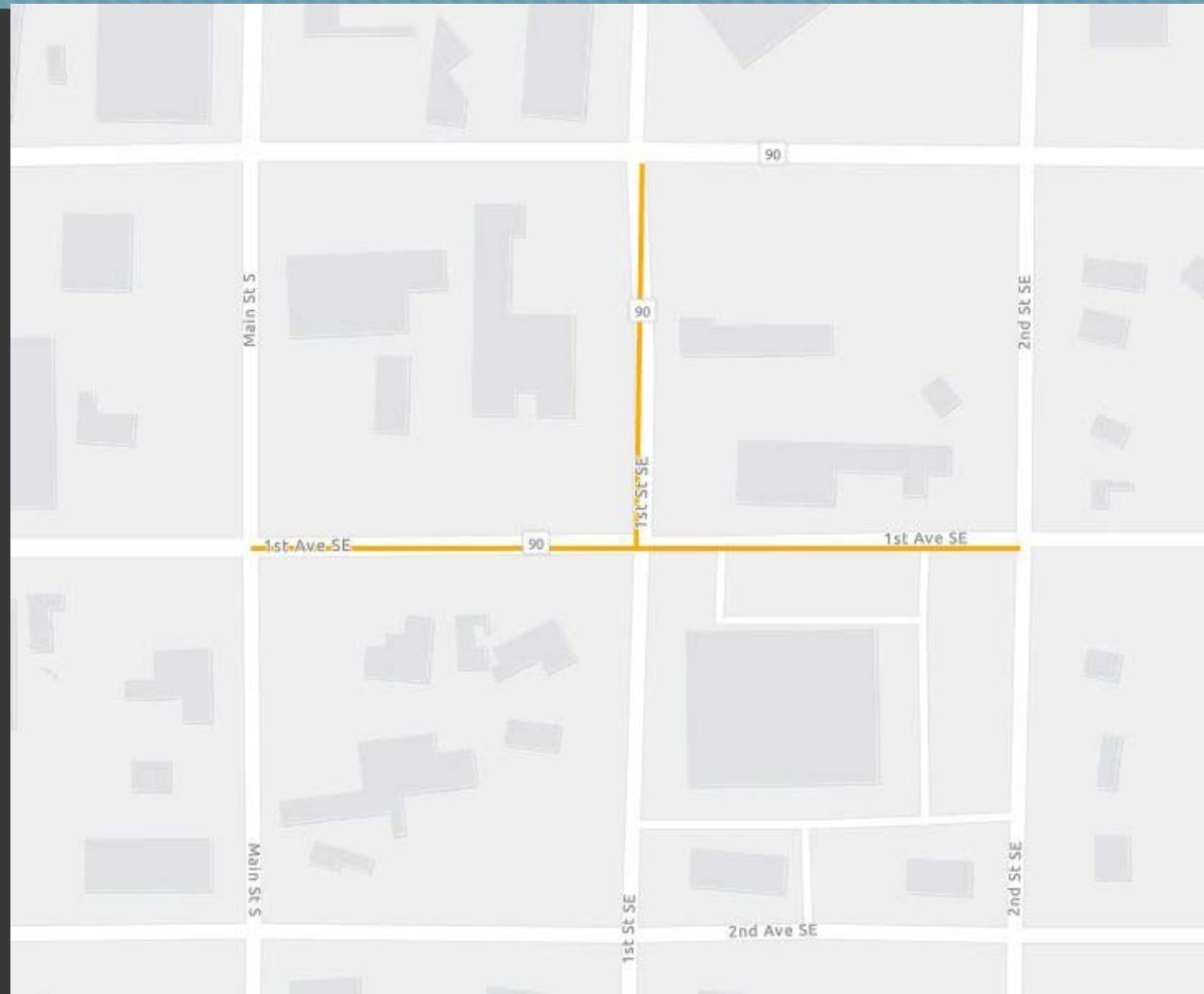
# 2021 Street Reconstruction

1<sup>st</sup> Avenue SE

1<sup>st</sup> Street SE

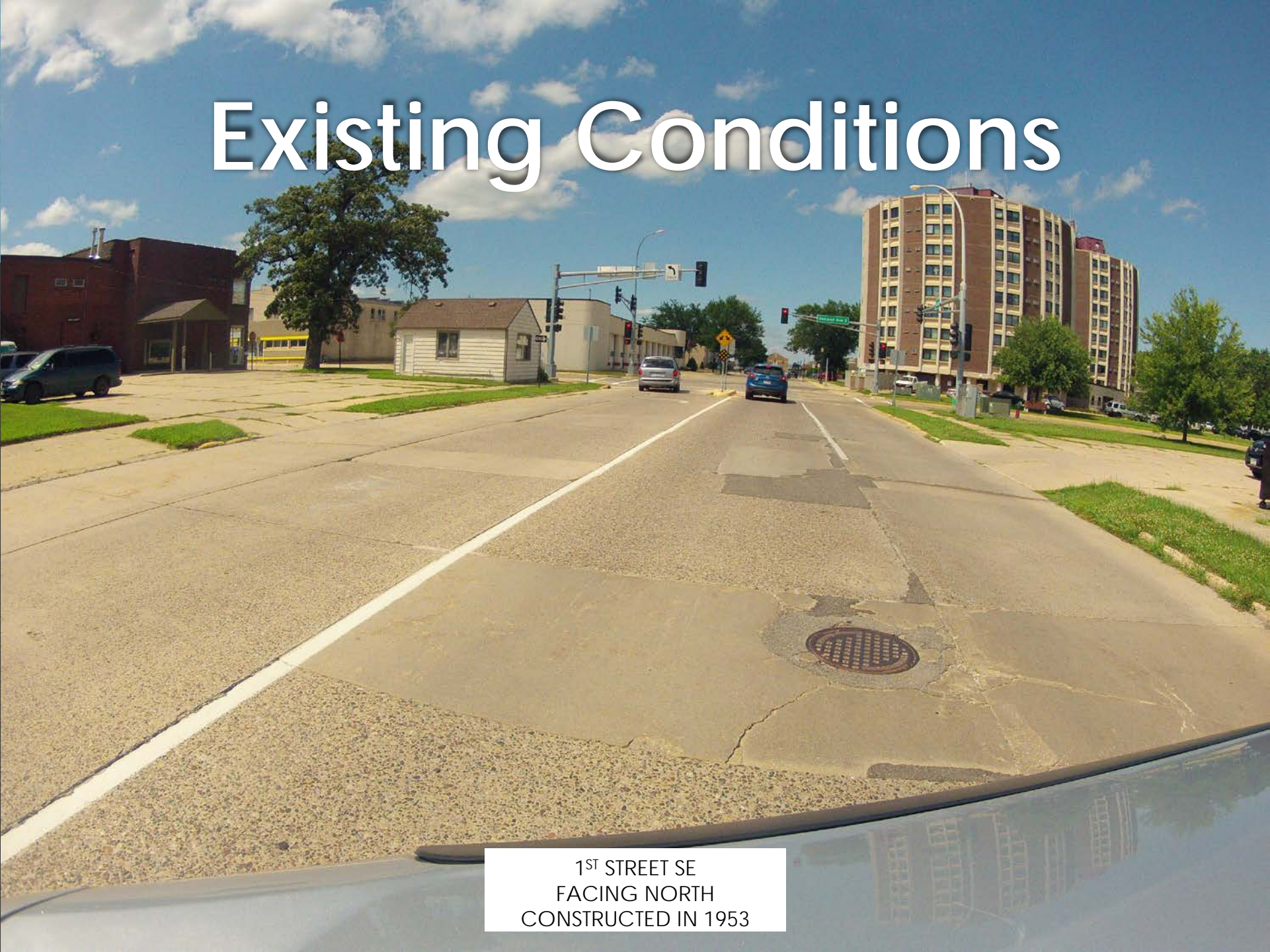


# Project Location





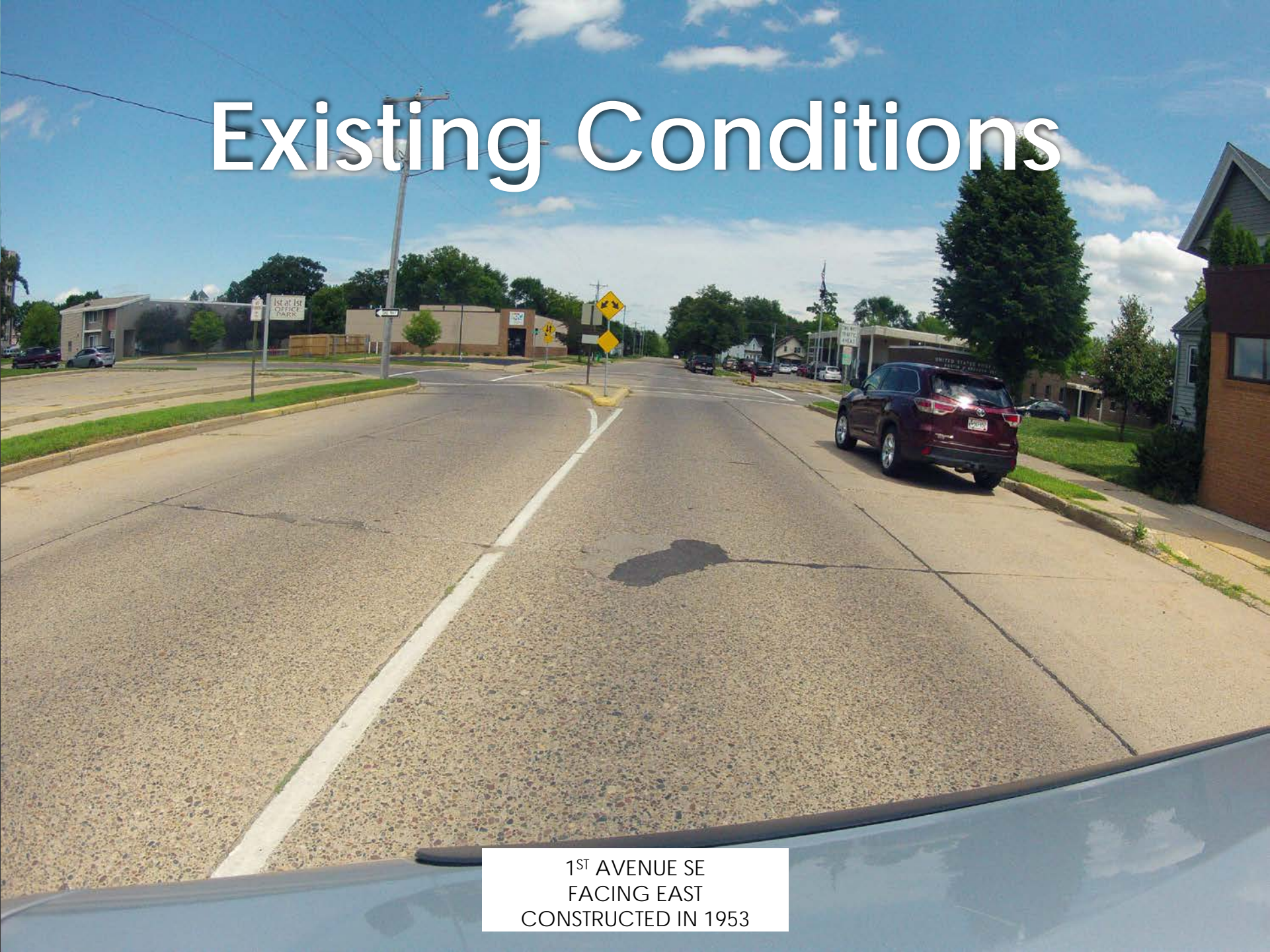
# Existing Conditions



1<sup>ST</sup> STREET SE  
FACING NORTH  
CONSTRUCTED IN 1953



# Existing Conditions



1<sup>ST</sup> AVENUE SE  
FACING EAST  
CONSTRUCTED IN 1953



# Project Scope

- **Surface Improvements**

- Remove existing concrete pavement
- Both 1<sup>st</sup> St and 1<sup>st</sup> Ave SE will be reconstructed at 40' wide
- Pave new concrete pavement
- Remove and replace deficient sidewalk panels
- Install ADA compliant pedestrian ramps
- Restore grass boulevards

- **Underground Utility Improvements**

- Replace storm sewer, manholes and catch basins
- Sanitary sewer replacement on 1<sup>st</sup> Street SE
- Install tile sub-drain and sump pump service lines

- **Austin Utilities Improvements**

- Water main and service replacement on 1<sup>st</sup> St and 1<sup>st</sup> Ave SE
- Underground electrical crossings





# Project Schedule & Impacts

## ○ Schedule

- Begin construction early May
- Construction is expected to be complete in August, depending on weather

## ○ Impacts

- Temporary business access will be created for use during construction
- Garbage and recycling pickup will need to be coordinated with your provider
- Boulevard sprinkler systems are the responsibility of the property owner to mark or remove prior to construction

OAKLAND AVE E

S MAIN ST

ROAD CLOSED

1ST ST SE

APARTMENT ACCESS DRIVE

2ND ST SE

TEMPORARY DRIVEWAY  
TO 109 1ST AVE SE

TEMPORARY PARKING SPACES

PARENTING RESOURCE  
CENTER ACCESS DRIVE

SEIBEL CENTER  
PARKING AREA

ROAD CLOSED

ROAD CLOSED

1ST AVE SE

ROAD CLOSED

ROAD CLOSED

TEMPORARY PARKING SPACES  
FOR 106 1ST AVE SE

TEMPORARY POST OFFICE  
DRIVEWAY, ENTRANCE ONLY

TEMPORARY POST OFFICE  
DRIVEWAY, EXIT ONLY





# Project Benefits

- Proposed upgrades provide
  - Improved ride and safety
  - Improved drainage
  - More visually appealing streets
  - Increased lifespan of underground utilities
  - Decreased maintenance costs
  - Handicap accessible ramps will improve pedestrian access
  - Sidewalk repairs will improve pedestrian safety



# Estimated Project Costs

Street Improvements	\$ 700,000
Sanitary Sewer Improvements	\$ 50,000
Storm Sewer Improvements	\$ 65,000
<b>Total</b>	<b>\$ 815,000</b>

- Project is funded by Assessments, State Aid Funds, Stormwater Utility Fund, and WWTP Fund
- Total project assessment revenue
  - \$124,355.25

# Assessment Rates

Street Assessment	Rate/LF	Example (Lot w/ 75' of frontage)
Residential Street	\$52.51	\$3,938.25
Commercial Street	\$74.97	\$5,622.75

Sidewalk Assessment	Rate/SF	Example (per 5.3' x 5.3' sidewalk panel)
4" Thick Sidewalk	\$6.50	\$182.59
6" Thick Sidewalk (through driveways)	\$9.00	\$252.81

- Sidewalk panels vary in size



# Assessment Payment Options

**Assessment bills will be sent out late August/early September**

1. Pay the amount in full by October 29, 2021, without interest.
2. Pay at least 50% of the amount by October 29, 2021, without interest. The remainder will be added to your taxes, spread out over 15 years, with 3.5% interest.
3. Do not pay anything by October 29, 2021. The entire balance will be added to your property taxes, spread out over 15 years, with 3.5% interest.
4. If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold.

# Project Updates

- Project updates and information will be posted in the following locations
- City of Austin Website – Weekly Project Updates
  - [www.ci.austin.mn.us/public-works/city-construction-projects](http://www.ci.austin.mn.us/public-works/city-construction-projects)
- City of Austin, Minnesota Facebook Page
  - [www.facebook.com/cityofaustinmn](http://www.facebook.com/cityofaustinmn)
- Flyers handed out door to door



# Questions?



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



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

## Memorandum

**To:** Mayor & Council  
**From:** Mitch Wenum, PE  
**Date:** February 10, 2021  
**Subject:** 2021 Construction Projects, Feasibility Reports

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At the January 4<sup>th</sup> council meeting, the Council approved feasibility reports for the 2021 street reconstruction projects. During our design process we have determined that the following change should be made to the 1<sup>st</sup> Avenue and 1<sup>st</sup> Street SE feasibility report.

- | <u>Project Name</u>   | <u>Project #</u> |
|---|------------------|
| 1) 1 <sup>st</sup> Street SE & 1 <sup>st</sup> Avenue SE  | 21102            |
| a. Revision – Adjust width of 1 <sup>st</sup> Avenue SE between Main St and 2 <sup>nd</sup> St SE from 44' wide to 40' wide. This change would still accommodate parking on both sides of the street. It would match the width of 1 <sup>st</sup> Avenue SE to the east and provide more boulevard space. |                  |

We would request that the Council approve the revised feasibility report for 1<sup>st</sup> Avenue & 1<sup>st</sup> Street SE.

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



DATE: February 16, 2021  
PROJECT NO: 21102

## REPORT ON FEASIBILITY OF PROPOSED LOCAL IMPROVEMENTS

Honorable Mayor & Members of the City Council  
City of Austin, Minnesota

A resolution requesting a feasibility study for the reconstruction of 1<sup>st</sup> Street SE (Oakland Ave E to 1<sup>st</sup> Ave SE) and 1<sup>st</sup> Avenue SE (S Main St to 2<sup>nd</sup> St SE) was referred to this office on December 7, 2020 for the Engineer's Preliminary Report.

We report that the improvements are feasible.

1<sup>st</sup> Avenue SE and 1<sup>st</sup> Street SE are made of concrete pavement and were last reconstructed in 1965 and 1953, respectively. 1<sup>st</sup> Street SE is a one-way street while 1<sup>st</sup> Avenue SE has a one-way section and a two-way section. Parking is allowed on both sides of both streets. The proposed project will consist of the following:

**1<sup>st</sup> Street SE (Oakland Ave E to 1<sup>st</sup> Ave SE)– Proposed 40' wide**  
**1<sup>st</sup> Avenue SE (S Main St to 2<sup>nd</sup> St SE) – Proposed 40' wide**

- 1) Removal of the existing concrete pavement and deficient sidewalk.
- 2) Replace concrete pavement and aggregate base.
- 3) Storm sewer will be upgraded with the addition of catch basins and the repair/replacement of existing deteriorated structures.
- 4) Sanitary sewer mains and manholes will be replaced, as needed. Where the sanitary sewer mains are replaced, service lines will be replaced to the back of sidewalk.
- 5) Provide ADA pedestrian ramps at intersections and upgrade existing deficient sidewalk.
- 6) Austin Utilities will perform water and electrical work on the project.

The estimated construction costs are as follows:

1 <sup>st</sup> Street SE and 1 <sup>st</sup> Avenue SE	\$ 815,000
---	------------

The total estimated costs would be funded as follows:

Municipal State Aid	\$ 700,000
WWTP Fund 61	\$ 50,000
SWUD Fund 67	\$ 65,000

Abutting property owners would be assessed based on the City's assessment policy.

---

City Engineer

The Council has considered the above project and recommends that a public hearing be scheduled for February 16, 2021, to consider the proposed project.

**RESOLUTION NO.**

**RESOLUTION ORDERING IMPROVEMENT,  
APPROVING PLANS AND SPECIFICATIONS  
AND ORDERING ADVERTISEMENT FOR BIDS**

**WHEREAS**, pursuant to the resolution adopted by the City Council on the 4th day of January, 2021 and upon duly published notice as required by law, a hearing was held on the 16th day of February, 2021, at which time all persons were given an opportunity to be heard on the making of the following improvement:

- |  |              |
|--|--------------|
| 1) <b>1<sup>st</sup> Street SE &amp; 1<sup>st</sup> Avenue SE</b>      | <b>21102</b> |
| a. 1 <sup>st</sup> Street SE – Oakland Ave E to 1 <sup>st</sup> Ave SE |              |
| b. 1 <sup>st</sup> Avenue SE – S Main St to 2 <sup>nd</sup> St SE      |              |

**AND WHEREAS**, pursuant to aforesaid resolution, City Engineer Steven Lang has prepared and presented to the City Council the plans and specifications for said improvement.

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 4th day of January, 2021.
2. Plans and specifications prepared by City Engineer Steven Lang pursuant to the Council resolution are hereby approved and shall be filed by the City Recorder.
3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 16th day of February, 2021.

Yeas

Nays

ATTEST:

APPROVED:

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

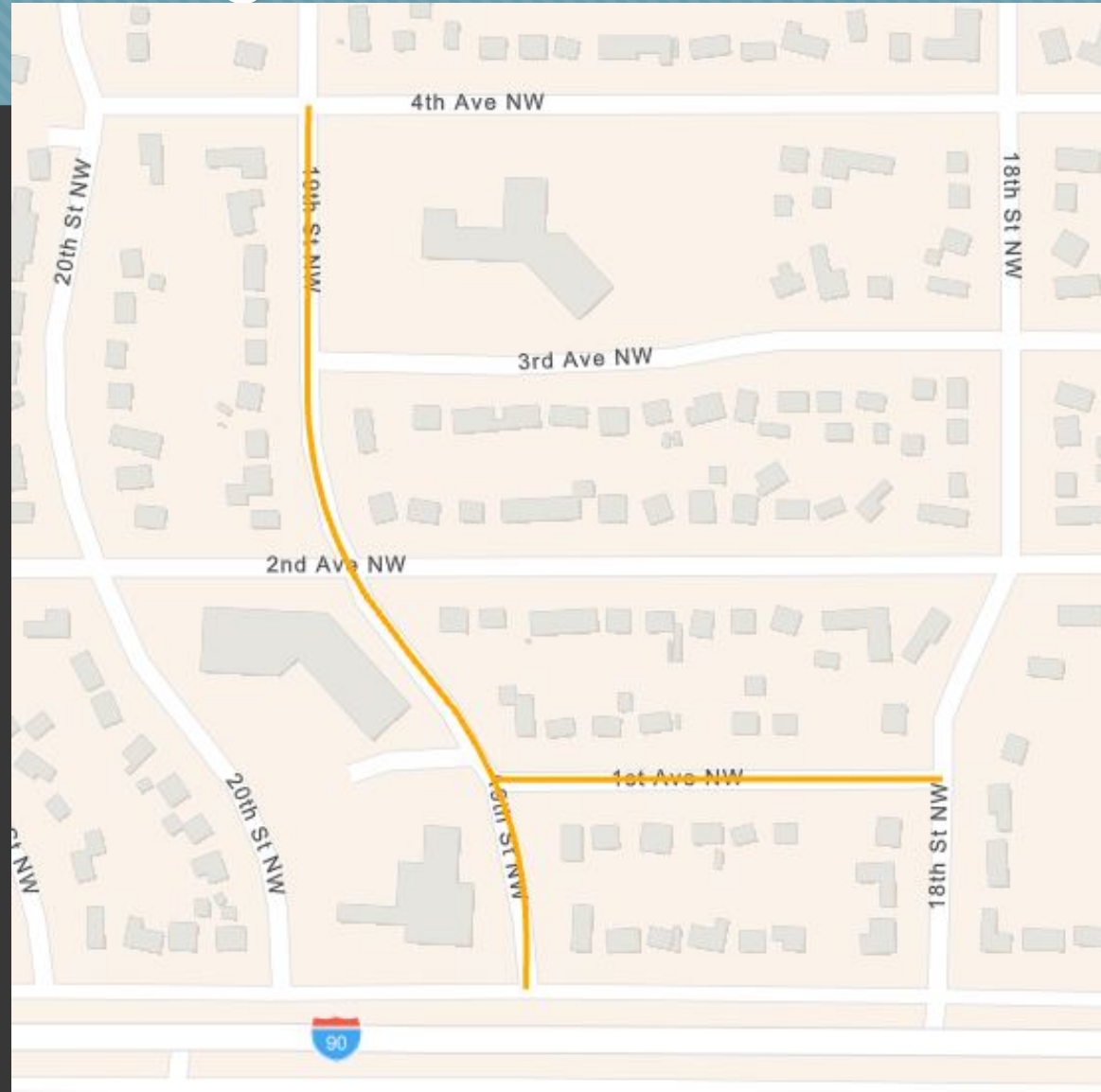
\_\_\_\_\_  
Mayor

# 2021 Street Reconstruction

19<sup>th</sup> Street NW  
1<sup>st</sup> Avenue NW



# Project Location





# Existing Conditions



19<sup>TH</sup> STREET NW  
FACING SOUTH AT 3<sup>RD</sup> AVE



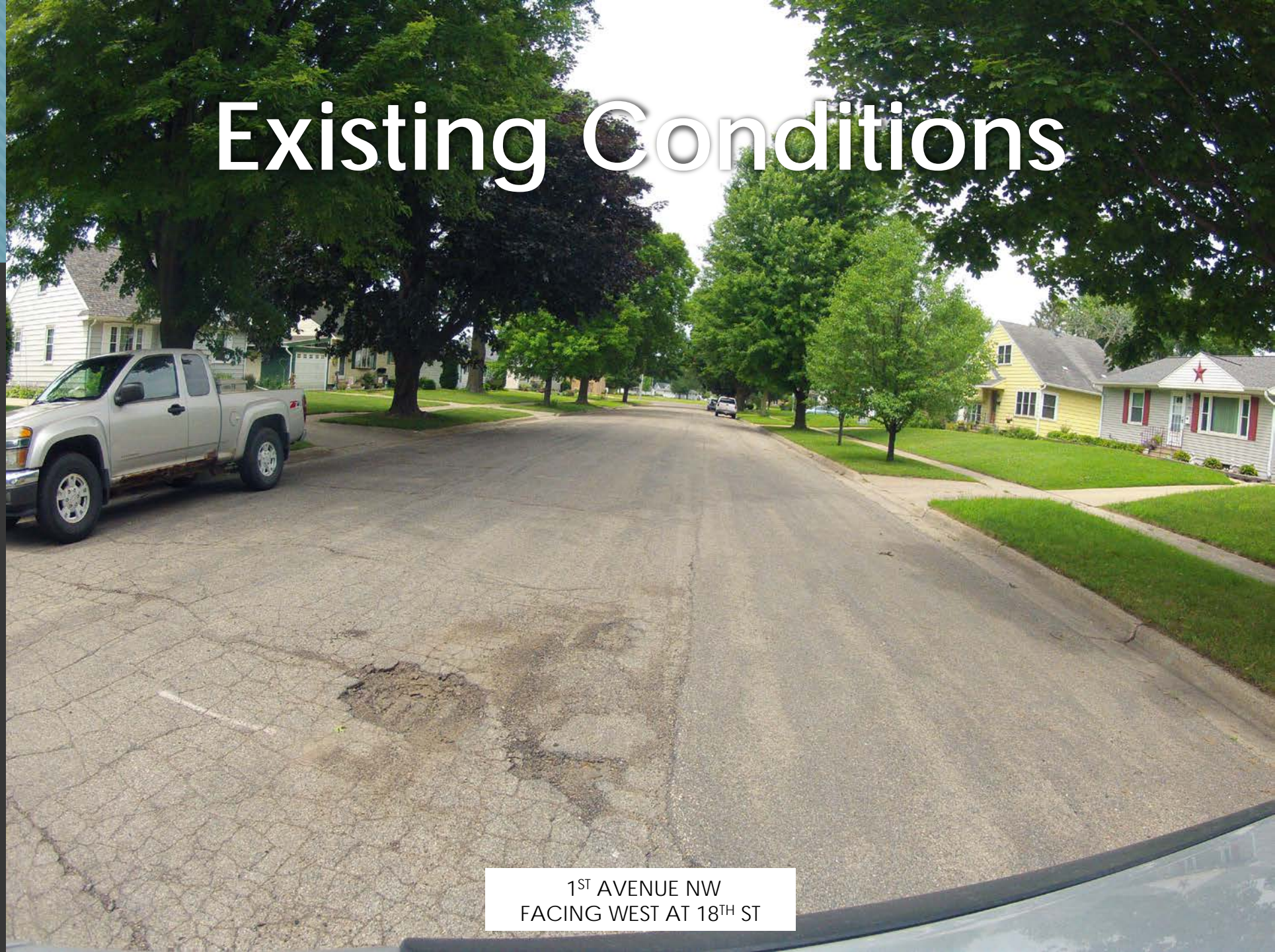
# Existing Conditions



19<sup>TH</sup> STREET NW  
FACING SOUTH AT 2<sup>ND</sup> AVE



# Existing Conditions



1<sup>ST</sup> AVENUE NW  
FACING WEST AT 18<sup>TH</sup> ST



# Project Scope

## ○ Surface Improvements

- Remove existing curb & gutter and asphalt pavement on 19<sup>th</sup> St
- Remove asphalt pavement on 1<sup>st</sup> Ave, Curb & gutter to remain in place, repairs to damaged sections
- Both 19<sup>th</sup> St and 1<sup>st</sup> Ave will remain at 36' wide
- Install new curb & gutter and asphalt pavement
- Remove and replace deficient sidewalk panels
- Install ADA compliant pedestrian ramps
- Restore grass boulevards

## ○ Underground Utility Improvements

- Replace storm sewer manholes, and catch basins
- Sanitary sewer replacement on 19<sup>th</sup> Street NW
- Install tile sub-drain and sump pump service lines

## ○ Austin Utilities Improvements

- Water main and service replacement on 19<sup>th</sup> St and 1<sup>st</sup> Ave NW
- Underground electrical crossings





# Project Schedule & Impacts

## ○ Schedule

- Begin construction on 19<sup>th</sup> Street NW in late May or early June
- Begin construction on 1<sup>st</sup> Avenue NW in late July or early August
- Construction is expected to be complete in October, depending on weather
- Tree removals would take place prior to pavement removal

## ○ Impacts

- No access to driveways during construction
- Park vehicles on adjacent streets
- Remove any boats, RV's, or other vehicles from your property that you wish to use during construction
- Handicap accessible parking spaces can be created as close as possible to your house for those with a handicap parking permit
- Garbage and recycling pickup will be made on adjacent streets
- Boulevard sprinkler systems are the responsibility of the property owner to mark or remove prior to construction

# Project Benefits

- Proposed upgrades provide
  - Improved ride and safety
  - Improved drainage
  - More visually appealing streets
  - Increased lifespan of underground utilities
  - Decreased maintenance costs
  - Handicap accessible ramps will improve pedestrian access
  - Sidewalk repairs will improve pedestrian safety



# Estimated Project Costs

Street Improvements	\$ 560,000
Sanitary Sewer Improvements	\$ 150,000
Storm Sewer Improvements	\$ 65,000
<b>Total</b>	<b>\$ 775,000</b>

- Project is funded by Assessments, Local Street Fund, Stormwater Utility Fund, and WWTP Fund
- Total project assessment revenue
  - \$210,934.80

# Assessment Rates

Street Assessment	Rate/LF	Example (Lot w/ 75' of frontage)
Residential Street	\$52.51	\$3,938.25
Curb & Gutter	\$18.00	\$1,350.00

- Corner lots are assessed the average of the two sides of frontage
  - Example: 100' of frontage on 19<sup>th</sup> St & 50' of frontage on 1<sup>st</sup> Ave, average is 75'
- Curb & gutter only assessed for the first time it is installed.

Sidewalk Assessment	Rate/SF	Example (per 5.3' x 5.3' sidewalk panel)
4" Thick Sidewalk	\$6.50	\$182.59
6" Thick Sidewalk (through driveways)	\$9.00	\$252.81

- Sidewalk panels vary in size



# Assessment Payment Options

**Assessment bills will be sent out late August/early September**

1. Pay the amount in full by October 29, 2021, without interest.
2. Pay at least 50% of the amount by October 29, 2021, without interest. The remainder will be added to your taxes, spread out over 15 years, with 3.5% interest.
3. Do not pay anything by October 29, 2021. The entire balance will be added to your property taxes, spread out over 15 years, with 3.5% interest.
4. If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold.

# Project Updates

- Project updates and information will be posted in the following locations
- City of Austin Website – Weekly Project Updates
  - [www.ci.austin.mn.us/public-works/city-construction-projects](http://www.ci.austin.mn.us/public-works/city-construction-projects)
- City of Austin, Minnesota Facebook Page
  - [www.facebook.com/cityofaustinmn](http://www.facebook.com/cityofaustinmn)
- Flyers handed out door to door



# Questions?



**RESOLUTION NO.**

**RESOLUTION ORDERING IMPROVEMENT,  
APPROVING PLANS AND SPECIFICATIONS  
AND ORDERING ADVERTISEMENT FOR BIDS**

**WHEREAS**, pursuant to the resolution adopted by the City Council on the 4th day of January, 2021 and upon duly published notice as required by law, a hearing was held on the 16th day of February, 2021, at which time all persons were given an opportunity to be heard on the making of the following improvement:

- 1) **19<sup>th</sup> Street NW & 1<sup>st</sup> Avenue NW** **21103**  
a. 19<sup>th</sup> Street NW – Oakland Ave W to 4<sup>th</sup> Ave NW  
b. 1<sup>st</sup> Avenue NW – 18<sup>th</sup> St NW to 19<sup>th</sup> St NW

**AND WHEREAS**, pursuant to aforesaid resolution, City Engineer Steven Lang has prepared and presented to the City Council the plans and specifications for said improvement.

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 4th day of January, 2021.
2. Plans and specifications prepared by City Engineer Steven Lang pursuant to the Council resolution are hereby approved and shall be filed by the City Recorder.
3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 16th day of February, 2021.

Yeas

Nays

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor



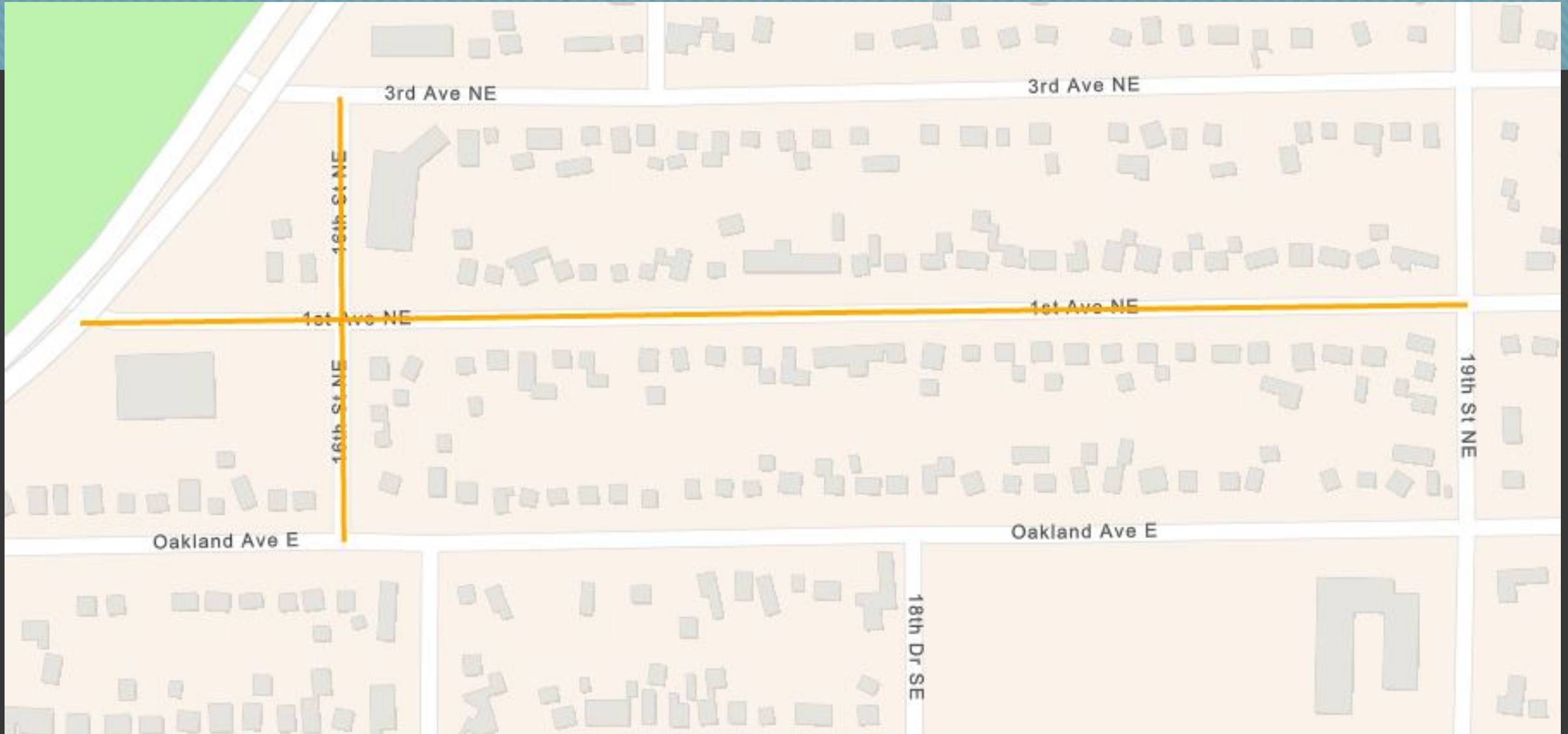
# 2021 Street Reconstruction

16<sup>th</sup> Street NE

1<sup>st</sup> Avenue NE



# Project Location





# Existing Conditions



1<sup>ST</sup> AVENUE NE  
FACING EAST AT OAKLAND PL



# Existing Conditions



1<sup>ST</sup> AVENUE NE  
FACING WEST



# Existing Conditions



16<sup>TH</sup> STREET NE  
FACING NORTH AT 3<sup>RD</sup> AVE



# Existing Conditions

A photograph of a residential street, 16th Street NE, facing south. The road is paved with asphalt and shows significant cracking and potholes. Large, mature trees line both sides of the street, casting shadows on the road. In the background, there are houses and a stop sign. The image is framed by a teal and grey border.

16<sup>TH</sup> STREET NE  
FACING SOUTH



# Project Scope

## ○ Surface Improvements

- Remove existing curb & gutter, concrete and asphalt pavement
- Both 16<sup>th</sup> St and 1<sup>st</sup> Ave will remain at 36' wide
- Install new curb & gutter and asphalt pavement
- Remove and replace deficient sidewalk panels
- Install ADA compliant pedestrian ramps
- Restore grass boulevards

## ○ Underground Utility Improvements

- Replace storm sewer manholes, and catch basins
- Sanitary manhole replacement and spot repairs
- Install tile sub-drain and sump pump service lines

## ○ Austin Utilities Improvements

- Water main and service replacement on 16<sup>th</sup> St and 1<sup>st</sup> Ave NE
- Gas main replacement
- Underground electrical crossings





# Project Schedule & Impacts

## ○ Schedule

- Begin Phase 1 construction on 16<sup>th</sup> Street NE and 1<sup>st</sup> Ave NE from Oakland Place to 16<sup>th</sup> St in early May
- Begin Phase 2 after Phase 1 has been paved, likely late June.
- Phase 2 construction is expected to be complete in October, depending on weather
- Tree removals would take place prior to pavement removal
- Austin Utilities gas main replacement on 1<sup>st</sup> Ave NE to begin prior to pavement removal

## ○ Impacts

- No access to driveways during construction
- Park vehicles on adjacent streets
- Remove any boats, RV's, or other vehicles from your property that you wish to use during construction
- Handicap accessible parking spaces can be created as close as possible to your house for those with a handicap parking permit
- Garbage and recycling pickup will be made on adjacent streets
- Boulevard sprinkler systems are the responsibility of the property owner to mark or remove prior to construction

# Project Benefits

- Proposed upgrades provide
  - Improved ride and safety
  - Improved drainage
  - More visually appealing streets
  - Increased lifespan of underground utilities
  - Decreased maintenance costs
  - Handicap accessible ramps will improve pedestrian access
  - Sidewalk repairs will improve pedestrian safety



# Estimated Project Costs

Street Improvements	\$ 900,000
Sanitary Sewer Improvements	\$ 100,000
Storm Sewer Improvements	\$ 80,000
<b>Total</b>	<b>\$1,080,000</b>

- Project is funded by Assessments, Local Street Fund, Stormwater Utility Fund, and WWTP Fund
- Total project assessment revenue
  - \$350,449.92



# Assessment Rates

Street Assessment	Rate/LF	Example (Lot w/ 75' of frontage)
Residential Street	\$52.51	\$3,938.25
Curb & Gutter	\$18.00	\$1,350.00

- Corner lots are assessed the average of the two sides of frontage
  - Example: 100' of frontage on 16<sup>th</sup> St & 50' of frontage on 1<sup>st</sup> Ave, average is 75'
- Curb & gutter only assessed for the first time it is installed.

Sidewalk Assessment	Rate/SF	Example (per 5.3' x 5.3' sidewalk panel)
4" Thick Sidewalk	\$6.50	\$182.59
6" Thick Sidewalk (through driveways)	\$9.00	\$252.81

- Sidewalk panels vary in size

# Assessment Payment Options

**Assessment bills will be sent out late August/early September**

1. Pay the amount in full by October 29, 2021, without interest.
2. Pay at least 50% of the amount by October 29, 2021, without interest. The remainder will be added to your taxes, spread out over 15 years, with 3.5% interest.
3. Do not pay anything by October 29, 2021. The entire balance will be added to your property taxes, spread out over 15 years, with 3.5% interest.
4. If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold.

# Project Updates

- Project updates and information will be posted in the following locations
- City of Austin Website – Weekly Project Updates
  - [www.ci.austin.mn.us/public-works/city-construction-projects](http://www.ci.austin.mn.us/public-works/city-construction-projects)
- City of Austin, Minnesota Facebook Page
  - [www.facebook.com/cityofaustinmn](http://www.facebook.com/cityofaustinmn)
- Flyers handed out door to door





# Questions?



**RESOLUTION NO.**

**RESOLUTION ORDERING IMPROVEMENT,  
APPROVING PLANS AND SPECIFICATIONS  
AND ORDERING ADVERTISEMENT FOR BIDS**

**WHEREAS**, pursuant to the resolution adopted by the City Council on the 4th day of January, 2021 and upon duly published notice as required by law, a hearing was held on the 16th day of February, 2021, at which time all persons were given an opportunity to be heard on the making of the following improvement:

- |   |              |
|---|--------------|
| 1) <b>16<sup>th</sup> Street NE &amp; 1<sup>st</sup> Avenue NE</b>        | <b>21104</b> |
| a. 16 <sup>th</sup> Street NE – Oakland Ave E to 3 <sup>rd</sup> Ave NE   |              |
| b. 1 <sup>st</sup> Avenue NE – Oakland Place NE to 19 <sup>th</sup> St NE |              |

**AND WHEREAS**, pursuant to aforesaid resolution, City Engineer Steven Lang has prepared and presented to the City Council the plans and specifications for said improvement.

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 4th day of January, 2021.
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Approved by a vote of yeas and nays this 16th day of February, 2021.

Yeas

Nays

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

# 2021 Street Reconstruction

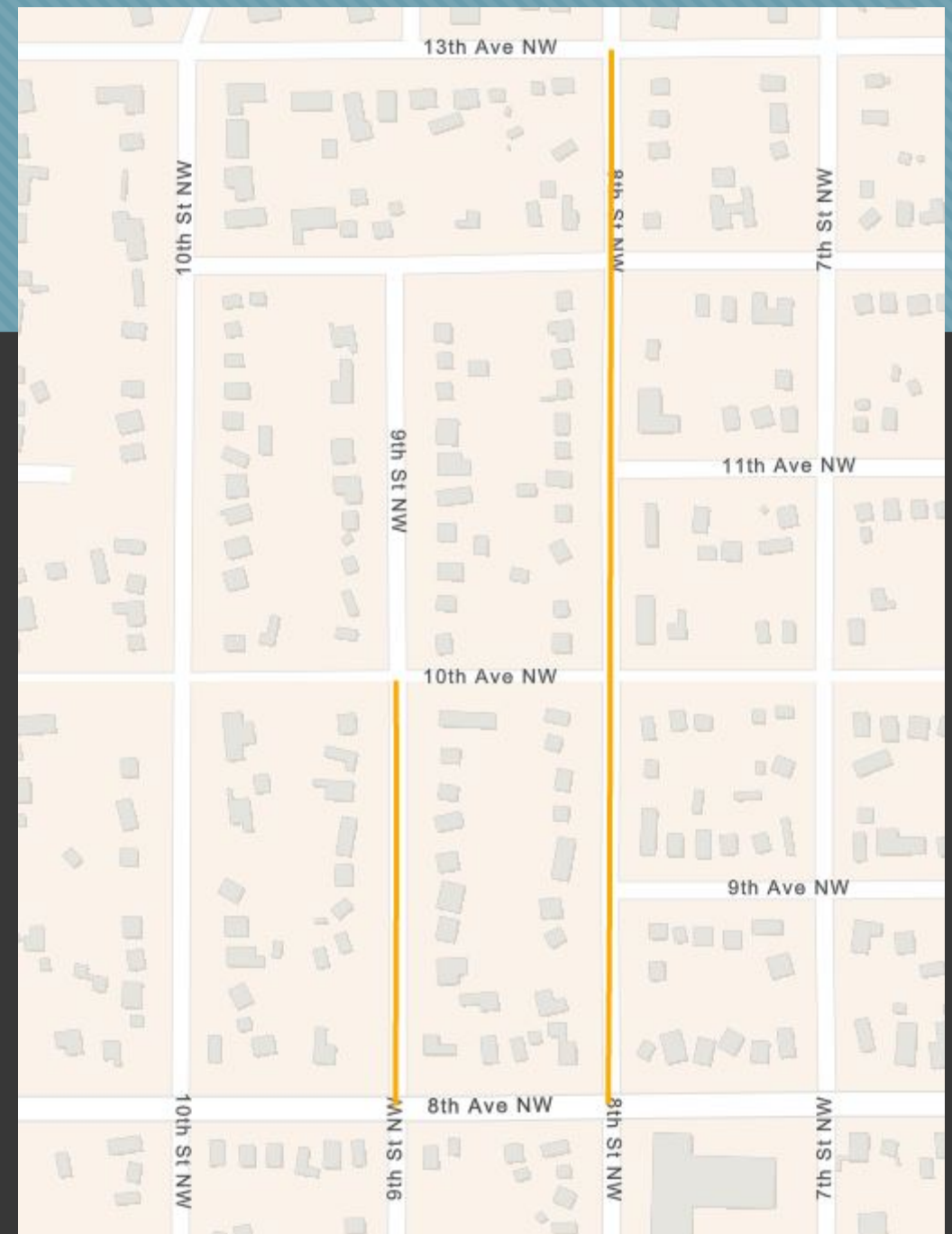
8<sup>th</sup> Street NW

9<sup>th</sup> Street NW





# Project Location



# Existing Conditions



8<sup>TH</sup> STREET NW  
FACING SOUTH AT 8<sup>TH</sup> AVE



# Existing Conditions



8<sup>TH</sup> STREET NW  
FACING SOUTH AT 12<sup>TH</sup> AVE



# Existing Conditions



8<sup>TH</sup> STREET NW  
FACING NORTH AT 13<sup>TH</sup> AVE



# Existing Conditions

A photograph of a residential street, likely in a suburban neighborhood. The street is paved with asphalt and shows some wear, including several potholes. On the left side of the street, there are several large, mature trees with green foliage. Behind the trees, there are houses, including a prominent two-story brick house with a white picket fence in front. On the right side of the street, there are more trees and a utility pole with power lines. A yellow flag is visible near the base of the utility pole. The sky is clear and blue. The overall scene depicts a typical suburban street with mature trees and well-maintained properties.

9<sup>TH</sup> STREET NW  
FACING NORTH AT 8<sup>TH</sup> AVE



# Project Scope

## ○ Surface Improvements

- Remove existing curb & gutter and asphalt pavement
- Widen 8<sup>th</sup> St NW to 36' wide from 8<sup>th</sup> Ave and 10<sup>th</sup> Ave, and to 34' wide from 10<sup>th</sup> Ave to 13<sup>th</sup> Ave
- Widen 9<sup>th</sup> St NW to 34' wide
- Install new curb & gutter and asphalt pavement
- Remove and replace deficient sidewalk panels
- Install ADA compliant pedestrian ramps
- Restore grass boulevards and plant trees

## ○ Underground Utility Improvements

- Replace storm sewer mains, manholes, and catch basins
- Sanitary sewer manhole replacement
- Install tile sub-drain and sump pump service lines

## ○ Austin Utilities Improvements

- Water main and service replacement on 8<sup>th</sup> St and 9<sup>th</sup> St NW
- Underground electrical crossings





# Project Schedule & Impacts

## ○ Schedule

- Begin construction on 8<sup>th</sup> Street NW in late May or early June
- Begin construction on 9<sup>th</sup> Street NW in early to mid-July
- Construction is expected to be complete in early October, depending on weather
- Tree removals would take place prior to pavement removal

## ○ Impacts

- No access to driveways during construction
- Park vehicles on adjacent streets
- Remove any boats, RV's, or other vehicles from your property that you wish to use during construction
- Handicap accessible parking spaces can be created as close as possible to your house for those with a handicap parking permit
- Garbage and recycling pickup will be made on adjacent streets
- Boulevard sprinkler systems are the responsibility of the property owner to mark or remove prior to construction

# Project Benefits

- Proposed upgrades provide
  - Improved ride and safety
  - Improved drainage
  - More visually appealing streets
  - Increased lifespan of underground utilities
  - Decreased maintenance costs
  - Handicap accessible ramps will improve pedestrian access
  - Sidewalk repairs will improve pedestrian safety



# Estimated Project Costs

Street Improvements	\$ 805,000
Sanitary Sewer Improvements	\$ 50,000
Storm Sewer Improvements	\$ 65,000
<b>Total</b>	<b>\$ 920,000</b>

- Project is funded by Assessments, Local Street Fund, Stormwater Utility Fund, and WWTP Fund
- Total project assessment revenue
  - \$212,699.85



# Assessment Rates

Street Assessment	Rate/LF	Example (Lot w/ 75' of frontage)
Residential Street	\$52.51	\$3,938.25
Curb & Gutter	\$18.00	\$1,350.00

- Corner lots are assessed the average of the two sides of frontage
  - Example: 100' of frontage on 8<sup>th</sup> St & 50' of frontage on 9<sup>th</sup> Ave, average is 75'
- Curb & gutter only assessed for the first time it is installed.

Sidewalk Assessment	Rate/SF	Example (per 5.3' x 5.3' sidewalk panel)
4" Thick Sidewalk	\$6.50	\$182.59
6" Thick Sidewalk (through driveways)	\$9.00	\$252.81

- Sidewalk panels vary in size

# Assessment Payment Options

**Assessment bills will be sent out late August/early September**

1. Pay the amount in full by October 29, 2021, without interest.
2. Pay at least 50% of the amount by October 29, 2021, without interest. The remainder will be added to your taxes, spread out over 15 years, with 3.5% interest.
3. Do not pay anything by October 29, 2021. The entire balance will be added to your property taxes, spread out over 15 years, with 3.5% interest.
4. If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold.

# Project Updates

- Project updates and information will be posted in the following locations
- City of Austin Website – Weekly Project Updates
  - [www.ci.austin.mn.us/public-works/city-construction-projects](http://www.ci.austin.mn.us/public-works/city-construction-projects)
- City of Austin, Minnesota Facebook Page
  - [www.facebook.com/cityofaustinmn](http://www.facebook.com/cityofaustinmn)
- Flyers handed out door to door





# Questions?



**RESOLUTION NO.**

**RESOLUTION ORDERING IMPROVEMENT,  
APPROVING PLANS AND SPECIFICATIONS  
AND ORDERING ADVERTISEMENT FOR BIDS**

**WHEREAS**, pursuant to the resolution adopted by the City Council on the 4th day of January, 2021 and upon duly published notice as required by law, a hearing was held on the 16th day of February, 2021, at which time all persons were given an opportunity to be heard on the making of the following improvement:

- |  |              |
|--|--------------|
| 1) <b>8<sup>th</sup> Street NW &amp; 9<sup>th</sup> Street NW</b>                | <b>21101</b> |
| a. 8 <sup>th</sup> Street NW – 8 <sup>th</sup> Ave NW to 13 <sup>th</sup> Ave NW |              |
| b. 9 <sup>th</sup> Street NW – 8 <sup>th</sup> Ave NW to 10 <sup>th</sup> Ave NW |              |

**AND WHEREAS**, pursuant to aforesaid resolution, City Engineer Steven Lang has prepared and presented to the City Council the plans and specifications for said improvement.

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 4th day of January, 2021.
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3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 16th day of February, 2021.

Yeas

Nays

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

# 2021 Street Reconstruction

8<sup>th</sup> Avenue NW

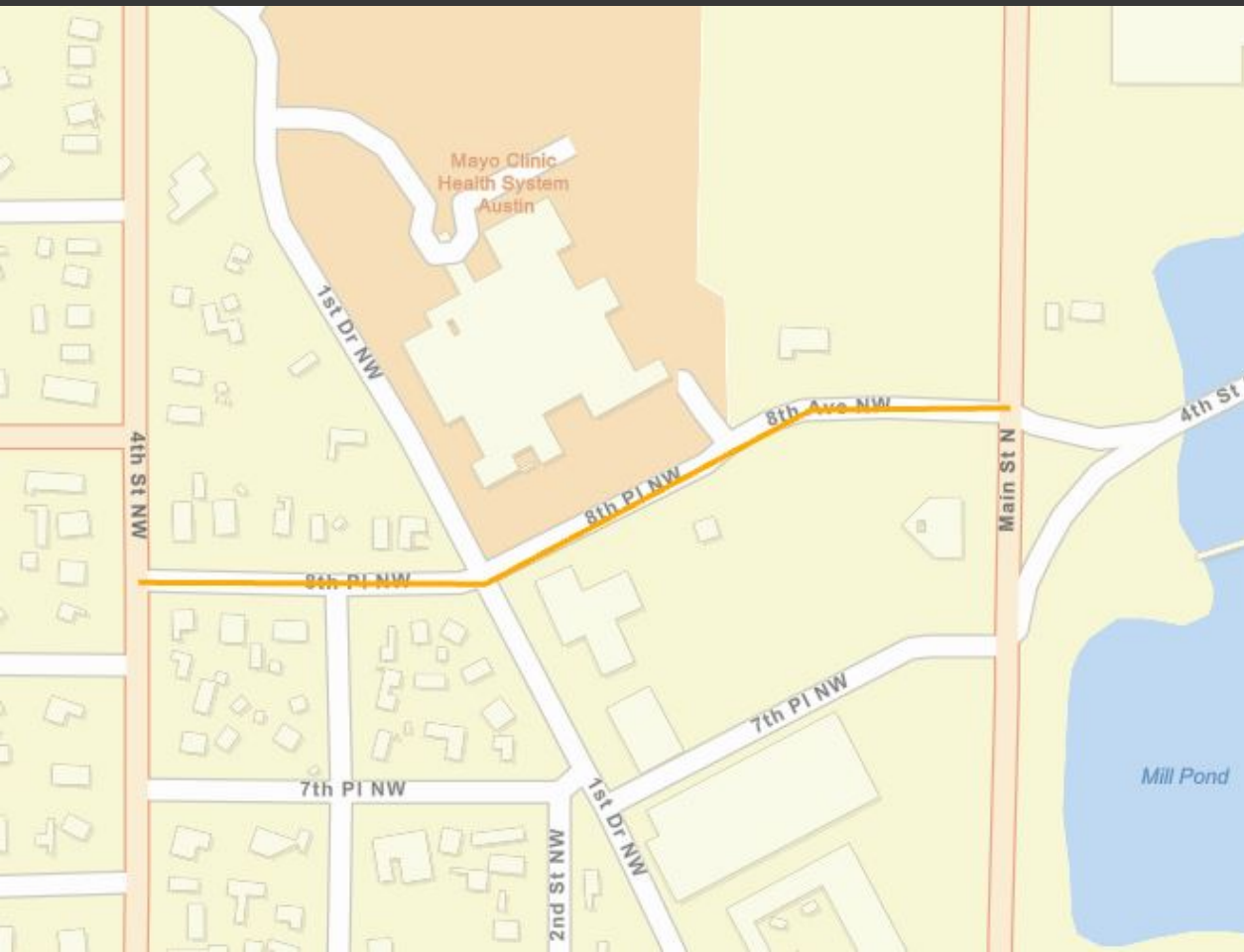
8<sup>th</sup> Place NW

8<sup>th</sup> Avenue SW





# Project Location





# Existing Conditions



8<sup>TH</sup> AVENUE NW  
FACING EAST



# Existing Conditions

A photograph of a residential street, likely in a suburban neighborhood. The road is paved with asphalt and shows significant cracking and wear, particularly in the foreground. On the left side of the road, there is a green lawn, a large tree, and a black trash bin. On the right side, there is another green lawn and a two-story house with a gabled roof. The background is filled with more trees and houses under a clear blue sky. The text "Existing Conditions" is overlaid in a large, white, sans-serif font at the top center of the image.

8<sup>TH</sup> PLACE NW  
FACING EAST



# Existing Conditions



8<sup>TH</sup> AVENUE SW  
FACING WEST



# Project Scope

- **Planned Improvements**

- 8<sup>th</sup> Avenue & 8<sup>th</sup> Place NW

- Mill 1.5" off of existing asphalt pavement
    - Overlay 1.5" of new asphalt pavement

- 8<sup>th</sup> Avenue SW

- Mill 1.5" off of existing asphalt on east portion of street
    - Mill full depth of existing asphalt on west portion of street
    - Some curb & gutter repairs
    - Install tile lines with sump pump discharge service to each house
    - Pave 2.5" of new asphalt pavement on west portion
    - Overlay 1.5" of new asphalt pavement on all of 8<sup>th</sup> Avenue SW



# Project Schedule & Impacts

## ○ Schedule

- Anticipated to begin project in May or June
- 8th Ave NW & 8<sup>th</sup> Place NW
  - Work expected to take 2 days to complete. One day for milling, one day for paving
- 8th Ave SW
  - Work expected to take 2 weeks to complete. One day for milling, one week for tile installation, and one day for paving

## ○ Impacts

- You will have access to your driveways during the project, except:
  - During milling and paving operations
  - When tile is being installed in front of your driveway



# Project Benefits

- **Proposed upgrades provide**
  - Improved ride and safety
  - Improved drainage
  - More visually appealing streets
  - Decreased maintenance costs



# Estimated Project Costs

Street Improvements	\$ 100,000
Storm Sewer Improvements	\$ 25,000
Total	\$ 125,000

- Project is funded by Assessments, Local Street Fund, and Stormwater Utility Fund
- Total project assessment revenue
  - \$37,382.36

# Assessment Rates

Street Assessment	Rate per Inch/LF	Example (1.5" Mill & Overlay on Lot w/ 75' of frontage)
Residential Mill & Overlay	\$5.35	\$601.88
Commercial Mill & Overlay	\$6.64	\$747.00

- Corner lots are assessed the average of the two sides of frontage
  - Example: 100' of frontage on 8<sup>th</sup> Pl & 50' of frontage on 4<sup>th</sup> St, average is 75'



# Assessment Payment Options

**Assessment bills will be sent out late August/early September**

1. Pay the amount in full by October 29, 2021, without interest.
2. Pay at least 50% of the amount by October 29, 2021, without interest. The remainder will be added to your taxes, spread out over 15 years, with 3.5% interest.
3. Do not pay anything by October 29, 2021. The entire balance will be added to your property taxes, spread out over 15 years, with 3.5% interest.
4. If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold.

# Project Updates

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# Questions?





**RESOLUTION NO.**

**RESOLUTION ORDERING IMPROVEMENT,  
APPROVING PLANS AND SPECIFICATIONS  
AND ORDERING ADVERTISEMENT FOR BIDS**

**WHEREAS**, pursuant to the resolution adopted by the City Council on the 4th day of January, 2021 and upon duly published notice as required by law, a hearing was held on the 16th day of February, 2021, at which time all persons were given an opportunity to be heard on the making of the following improvement:

- 1) **8<sup>th</sup> Avenue NW & 8<sup>th</sup> Avenue SW Mill & Overlay**                      **21105**  
    a. 8<sup>th</sup> Avenue NW – N Main St to 4<sup>th</sup> St NW  
    b. 8<sup>th</sup> Avenue SW – 27<sup>th</sup> St SW to Dead End

**AND WHEREAS**, pursuant to aforesaid resolution, City Engineer Steven Lang has prepared and presented to the City Council the plans and specifications for said improvement.

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 4th day of January, 2021.
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Approved by a vote of yeas and nays this 16th day of February, 2021.

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 Lang, PE  
**Date:** February 11, 2021  
**Subject:** Bids – Asphalt Emulsion

---

The City of Austin received bids for asphalt emulsion on January 28<sup>th</sup>, 2021. This material is used as part of our chip sealing roadway maintenance program. The bid includes approximately 42,000 gallons of asphalt emulsion oil used with rock chips to create a new wearing surface on asphalt pavement. The bids are summarized below.

Contractor	Total Bid Amount
Henry G. Meigs	\$90,819.75
Flint Hills Resources	No Bid
Budget	\$100,000

The project will be funded using our general street budget for "Road Oil". We would recommend awarding the project to Henry G. Meigs. If you have any questions, please contact me.

## RESOLUTION NO.

### AWARDING BID

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

Seasonal supply of asphalt emulsion

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

Contractor	Bid
Henry G. Meigs, LLC	\$ 90,819.75
Flint Hill Resources, LP	No bid

**AND, WHEREAS**, it appears Henry G. Meigs, LLC is the lowest responsible bidder.

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

That the bid of Henry G. Meigs, LLC is hereby accepted, and the Mayor and City Recorder are hereby authorized and directed to enter into the standard city contract with Henry G. Meigs in the name of the City of Austin for the following:

Seasonal supply of asphalt emulsion

Passed by a vote of yeas and nays this 16th day of February, 2021.

Ayes

Nays

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor



## RESOLUTION NO.

## RESOLUTION SETTING HEARING ON PROPOSED ASSESSMENTS

**WHEREAS**, by resolution passed by the council, the city clerk is directed to prepare proposed assessments on the cost of the following projects:

- |  | <u>Project #</u> |
|--|------------------|
| 1) <b>8<sup>th</sup> Street NW &amp; 9<sup>th</sup> Street NW</b>                    | <b>21101</b>     |
| a. 8 <sup>th</sup> Street NW – 8 <sup>th</sup> Ave NW to 13 <sup>th</sup> Ave NW     |                  |
| b. 9 <sup>th</sup> Street NW – 8 <sup>th</sup> Ave NW to 10 <sup>th</sup> Ave NW     |                  |
| 2) <b>1<sup>st</sup> Street SE &amp; 1<sup>st</sup> Avenue SE</b>                    | <b>21102</b>     |
| a. 1 <sup>st</sup> Street SE – Oakland Ave E to 1 <sup>st</sup> Ave SE               |                  |
| b. 1 <sup>st</sup> Avenue SE – S Main St to 2 <sup>nd</sup> St SE                    |                  |
| 3) <b>19<sup>th</sup> Street NW &amp; 1<sup>st</sup> Avenue NW</b>                   | <b>21103</b>     |
| a. 19 <sup>th</sup> Street NW – Oakland Ave W to 4 <sup>th</sup> Ave NW              |                  |
| b. 1 <sup>st</sup> Avenue NW – 18 <sup>th</sup> St NW to 19 <sup>th</sup> St NW      |                  |
| 4) <b>16<sup>th</sup> Street NE &amp; 1<sup>st</sup> Avenue NE</b>                   | <b>21104</b>     |
| a. 16 <sup>th</sup> Street NE – Oakland Ave E to 3 <sup>rd</sup> Ave NE              |                  |
| b. 1 <sup>st</sup> Avenue NE – Oakland Place NE to 19 <sup>th</sup> St NE            |                  |
| 5) <b>8<sup>th</sup> Avenue NW &amp; 8<sup>th</sup> Avenue SW Mill &amp; Overlay</b> | <b>21105</b>     |
| a. 8 <sup>th</sup> Avenue NW – N Main St to 4 <sup>th</sup> St NW                    |                  |
| b. 8 <sup>th</sup> Avenue SW – 27 <sup>th</sup> St SW to Dead End                    |                  |

**AND, WHEREAS**, the city clerk has notified the council that such proposed assessments have been completed and filed in the office for public inspection.

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

1. A hearing shall be held on the 15th day of March, 2021 in the City Hall Council Chambers at 5:30 pm to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of hearing on proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total cost of the improvement. The city clerk shall cause mail notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may pay his or her assessment at any time prior to certification of the assessment on such property without interest if the entire assessment is paid no later than October 31. He or she may at any time thereafter pay to the city the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which such payment is made.

Passed by a vote of yeas and nays this 16th day of February, 2021.

YEAS

NAYS

ATTEST:

APPROVED:

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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 Lang  
**Date:** January 26<sup>th</sup>, 2021  
**Subject:** 31<sup>st</sup> Street SW, Kehret and B&F Purchase Agreements

The City and County have been working on a joint project to realign 31<sup>st</sup> Street SW. In our initial discussions we agreed that the City would work to secure the necessary right-of-way for the project and the County would build the new roadway. The proposed realignment impacts 2 property owners:

- 1) Kehret Revocable Living Trust (LaVerne & Virginia Kehret)
- 2) B & F Distributing Properties LLC (John Jensen)

Attached for your review is a map showing the proposed new alignment of 31<sup>st</sup> Street SW, feasibility report and a purchase agreement with Kehret Trust and B&F Properties.

### Kehret Trust, Purchase Agreement:

- The Seller agrees to donate the area needed for the new 31<sup>st</sup> Street SW right-of-way (1.98 acres).
- The Buyer agrees to purchase the remnant parcel for \$6,723.82 per acre, up to 3 acres (\$20,171.46).
- The roadway design, construction and relocation will be completed by Mower County.
- The agreement is conditioned upon successful completion of the project, including right-of-way acquisition and construction of the primary project components.

### B&F Properties, Right-of-Way Exchange

- B&F Properties agrees to donate the area needed for the new 31<sup>st</sup> Street SW right-of-way (0.46 acres).
- The County agrees to vacate the existing 31<sup>st</sup> Street NW right-of-way, in favor of a small utility easement (0.58 acres).
- City/County agrees to award bids for the project by July 1<sup>st</sup>, 2021 and construction will begin soon thereafter with the intent to complete by December 31<sup>st</sup>, 2021
- The agreement is conditioned upon successful completion of the project, including right-of-way acquisition and construction of the primary project components.

Funding for the parcel acquisition will be from the Stormwater Utility District fund. We would recommend Council approval of the attached purchase agreement and right-of-way exchange documents. If you have any questions, please contact me.







DATE: January 4, 2021  
PROJECT NO: 20106

## REPORT ON FEASIBILITY OF PROPOSED LOCAL IMPROVEMENTS

Honorable Mayor & Members of the City Council  
City of Austin, Minnesota

A resolution requesting a feasibility study for the realignment of 31<sup>st</sup> Street SW (Oakland Ave W to 5<sup>th</sup> Ave SW) was referred to this office on December 21, 2020 for the Engineer's Preliminary Report.

We report that the improvements are feasible.

31<sup>st</sup> Street SW (CSAH 21) is owned and maintained by Mower County. The County is proposing a project to realign 31<sup>st</sup> Street SW. The City will be participating in some costs for the project. The proposed project will consist of the following:

### 31st Street SW (Oakland Ave W to 5<sup>th</sup> Ave SW)

- 1) Vacation of existing road right of way from Mandolin Place apartments to Oakland Ave W.
- 2) Removal of existing asphalt street from Mandolin apartments to Oakland Ave W.
- 3) Construction of new asphalt street with curb and gutter along new alignment.
- 4) 10' wide asphalt bike path on the east side of street
- 5) Installation of street lighting.
- 6) Extension of storm sewer from 6<sup>th</sup> Ave SW to 31<sup>st</sup> St SW and the construction of stormwater detention pond.
- 7) Austin Utilities will perform gas and electrical work on the project.

The estimated construction costs are as follows:

31 <sup>st</sup> Street SW Realignment	\$1,400,000
--	-------------

The total estimated costs would be funded as follows:

Mower County State Aid	\$1,000,000
Municipal State Aid	\$ 50,000
SWUD Fund 67	\$ 350,000

---

City Engineer

The Council has considered the above project and recommends moving the project forward for the 2021 construction season.

## PURCHASE AGREEMENT

Austin, Minnesota

Date: January \_\_, 2020

The undersigned, LaVerne E. Kehret, as Trustee of the LaVerne E. Kehret Revocable Living Trust Agreement Dated February 19, 2009, and Virginia E. Kehret, as Trustee of the Virginia E. Kehret Revocable Living Trust Agreement Dated February 19, 2009, hereinafter collectively referred to as "Seller" hereby agree to sell, and The City of Austin, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Purchaser," hereby agrees to purchase the property located in Austin, Mower County, Minnesota, and legally described as follows, to-wit:

See attached Exhibit A.

all for the sum of Twenty Thousand, One-Hundred Seventy-one Dollars and Forty-six cents (\$20,171.46), which Purchaser agrees to pay to Seller on or before the date of closing.

Subject to performance by the Purchaser, the Seller agrees to execute and deliver a Warranty Deed conveying marketable title to said premises subject to the following exceptions:

- (a) Building and zoning laws, ordinances, State and Federal regulations.
- (b) Restrictions relating to use or improvement of premises without effective forfeiture provision.
- (c) Reservation of any minerals or mineral rights to the State of Minnesota.
- (d) Utility and drainage easements which do not interfere with present improvements.

Payment of real estate taxes attributable to the premises, due and payable in the year of closing, shall be prorated to the date of closing. Any taxes due and payable for prior years will be paid by Seller.

Seller covenants that there are presently no buildings, structures, fixtures or improvements located upon said property and agrees to remove all personal property and all debris from the premises prior to closing.

Seller shall, within a reasonable time after clearance of the contingencies described below, furnish an abstract of title, or a Registered Property Certificate, to include proper searches covering bankruptcies, and State and Federal judgments and liens. Purchaser shall be allowed 30 days after receipt thereof for examination of said title and the making of any objections thereto, said objections to be made in writing or deemed to be waived. If any objections are so made the Seller shall be allowed 120 days to make such title marketable. Pending correction of title, closing shall be postponed, but upon correction of title and within 10 days after written notice to Purchaser, the parties shall establish a mutually agreeable closing date as soon as is practical.



If said title is not marketable and is not made so within 120 days from the date of written objections thereto as above provided, this agreement shall be null and void, at option of Purchaser, and neither principal shall be liable for damages hereunder to the other principal. If the title to said property be found marketable or be so made within said time, and said Purchaser shall default in any of the agreements, then, and in that case, Seller may terminate this contract.

This contract contains the entire agreement between the parties, and neither party has relied upon any verbal or written representations, agreements, or understandings not set forth herein, whether made by any agent or party hereto.

The delivery of all papers and monies shall be made at the office of:

HOVERSTEN, JOHNSON, BECKMANN  
& HOVEY, LLP  
807 West Oakland Avenue  
Austin, MN 55912  
(507)-433-3483

The Seller affirmatively discloses that there are no wells on the premises. The Seller affirmatively discloses that there are no individual septic systems on the premises. The Seller affirmatively discloses that no methamphetamine production has occurred on the premises.

#### CONDITIONS FOR CLOSING

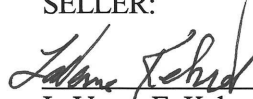
The closing described above is conditioned upon the completion of the following:

- A. The design, construction, and relocation of County State Aid Highway No. 21 as generally shown in Green on the drawing attached as part of Exhibit A. Said design, construction, and relocation to be accomplished by Mower County Minnesota and may vary from what is portrayed in Exhibit A as necessary for the completion of a safe and orderly roadway consistent with all applicable design standards. Sellers shall at all times cooperate with, in good faith and consistent with their legal rights, the County's efforts to relocate said road as generally shown on Exhibit A. Sellers agree to waive any claim for compensation for the road and agree to donate any land on which the road is located to the appropriate government agency who will own and maintain the road.
- B. The securing of a survey by Purchaser, and Purchaser's sole cost and expense, sufficient to establish a marketable legal description for the land to be conveyed hereunder (see area generally shown in Yellow on the drawing attached as part of Exhibit A).
- C. The purchase price is based on the resulting parcel to be conveyed hereunder being 3.0 AC, not including any rights-of-way. Should the final result produce a parcel consisting of more or less than 3.0 acres, the price paid by Purchaser will be increased or decreased as necessary to maintain the price per acre described herein.

I, the undersigned, owner of the above land, do hereby approve the above agreement and the sale thereby made.

SELLER:

\_\_\_\_\_, 2020



LaVerne E. Kehret, Trustee

\_\_\_\_\_, 2020



Virginia E. Kehret, Trustee

Purchaser hereby agrees to purchase the said property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

PURCHASER:

\_\_\_\_\_, 2020

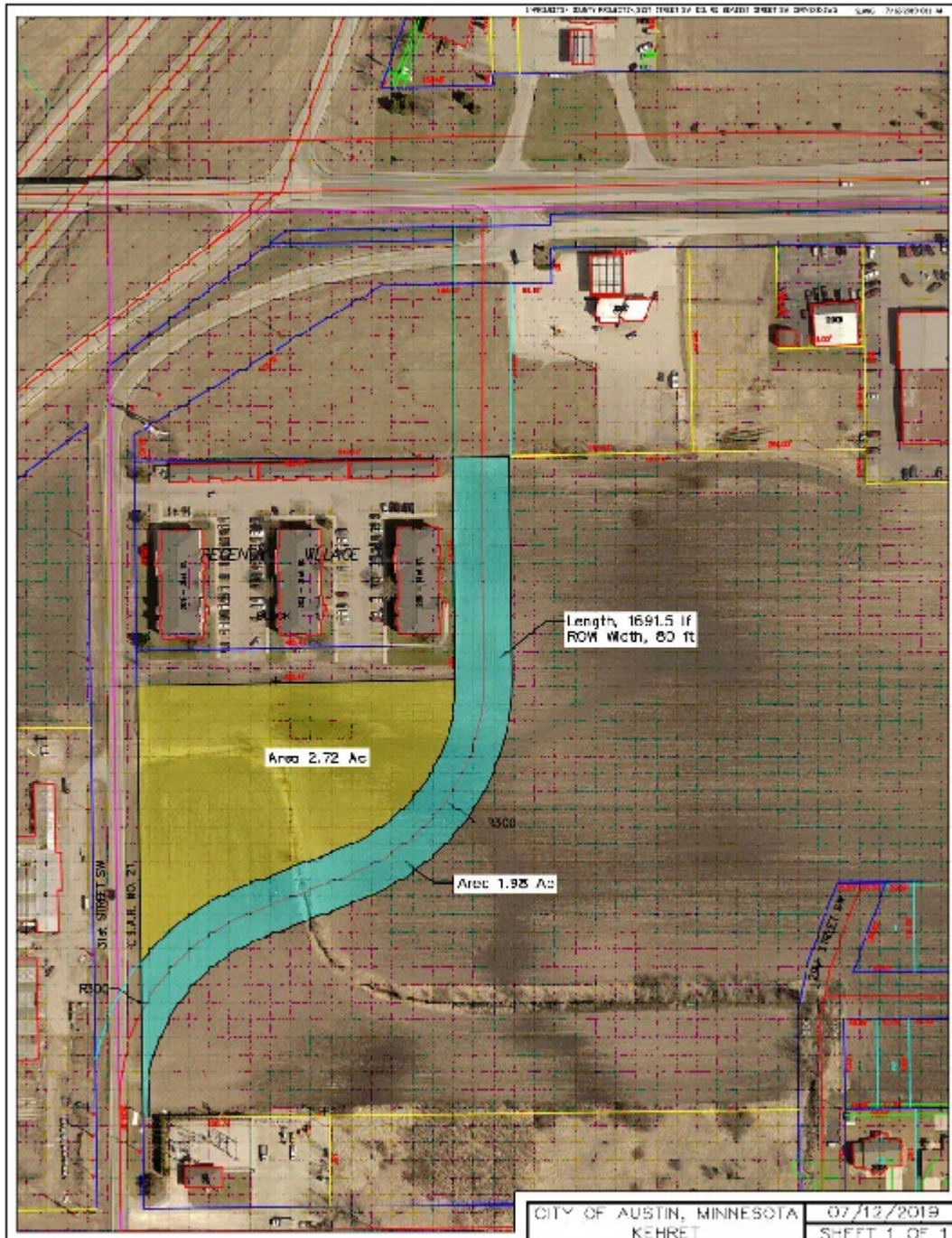
\_\_\_\_\_  
Tom Stiehm, Mayor

\_\_\_\_\_, 2019

\_\_\_\_\_  
Tom Dankert, Clerk

Exhibit A

That portion of the South 966 feet of the West 1810 feet of the North Half of the Southeast Quarter of Section 5, Township 102 North, Range 18 West, Mower County Minnesota, shown in Yellow on the map below. Actual Survey to control final legal description for this conveyance.





AGREEMENT TO  
RELOCATE RIGHT-OF-WAY

Austin, Minnesota  
Date: January \_\_\_\_, 2021

The undersigned, John Jensen, as Manager of B & F Distributing Properties, L.L.C., a Minnesota limited liability company located at 522 6<sup>th</sup> Avenue NW, Rochester, Minnesota 55901, hereinafter referred to as “B & F”, and The City of Austin, Minnesota, a municipal corporation under the laws of the State of Minnesota, located at 500 4<sup>th</sup> Avenue NE, Austin, Minnesota 55912, hereinafter referred to as “City,” hereby agree to exchange right-of-way located in Austin, Mower County, Minnesota, according to the following terms, to-wit:

WHEREAS, B & F owns fee title to the parcel of real property described in **Exhibit A**; (hereinafter referred to as “the B & F Parcel”):

WHEREAS, the B & F Parcel is currently bounded by the right-of-way for County State Aid Highway No. 21 on the North and West sides;

WHEREAS, City of Austin desires the relocation of the right-of-way for County State Aid Highway No. 21 such that it will pass over and encumber the East 80 feet of the B & F Parcel;

WHEREAS, B & F recognizes and acknowledges that the B & F Parcel will be benefitted by this relocation by the accession of the former right-of-way to the B & F Parcel and by providing better access from nearby Minnesota Highway 105 and Interstate 90; and

WHEREAS, B & F and City are committed to working together toward the relocation of County State Aid Highway No. 21 as proposed herein according to the terms and conditions herein stated. Each party is bound to the terms herein, but only in the event that the following conditions are fully achieved:

- A. B & F shall execute such documents, and cooperate with the conveyance of such rights as are reasonably necessary for the establishment of a right-of-way for the relocated County State Aid Highway No. 21 consisting of the East 80 feet of the B & F Parcel. Such rights may be conveyed by a right-of-way easement, fee title, or such other rights as required by Mower County to complete their relocation of said right-of-way as described herein.
- B. The relocation of County State Aid Highway No. 21 shall be as generally depicted in Green on the drawing attached as **Exhibit B**. Said design, construction, and relocation to be accomplished by Mower County Minnesota and may vary from what is portrayed in Exhibit B as necessary for the completion of a safe and orderly roadway consistent with all applicable design standards. However, any such changes shall not increase the encroachment into the B & F Parcel beyond the East 80 feet of the B & F Parcel.

- C. In designing, constructing, and relocating County State Aid Highway No. 21 over and upon the B & F Parcel, the in-drives and sidewalk depicted on the diagram attached hereto as **Exhibit C** shall be constructed to benefit the B & F Parcel and the adjacent parcel to the East (also owned by B & F) as said in-drives and sidewalk are part of the consideration binding the parties performance under this Agreement.
- D. B & F shall at all times cooperate in good faith with Mower County's efforts to relocate County State Aid Highway No. 21 as described herein, and shall not claim nor assert any right to compensation, damages, or other consideration or remuneration for such relocation beyond the terms stated herein. More specifically, B & F affirmatively acknowledges that the benefits of the relocation as described herein outweigh any and all detriment and as such waives any right to claim any such detriment or right to compensation beyond the benefits described herein. This waiver allows for the orderly relocation and serves as consideration binding the parties performance under this Agreement.
- E. A survey shall be obtained by City, at no cost to B & F, For the purpose of establishing the new property boundaries for B & F after relocation of the right-of-way. Said survey will be consistent with the new parcel boundaries shown on **Exhibit C**. B & F shall cooperate with establishing such new boundaries and amending the tax parcel as necessary, but such work will be done at City's expense. The parties acknowledge that a 20 foot wide strip along the North boundary of the current right-of-way is not included within the new boundaries and is intentionally left out of what is to become the new tax parcel owned by B & F. Said 20 foot strip is intended to host a trail extension to be constructed and maintained at City expense. B & F shall cooperate in establishing City's ability to construct and perpetually maintain said trail, either by cooperating with conveying fee title or an easement to said 20 foot strip, or any other reasonable method for establishing the trail extension in this location as determined by City in its sole discretion.
- F. As part of the relocation of County State Aid Highway No. 21 by Mower County, the existing road located within the new boundaries as located by the survey described in the preceding paragraph shall be removed and leveled consistent with existing adjacent topography, and marketable fee title to the former right-of-way area within said new boundaries shall be conveyed to B & F. The ability to convey such marketable title is part of the consideration binding the parties performance under this Agreement. Said Marketable title shall be subject to the following:
1. B & F shall convey such utility easements as are necessary to preserve existing and relocated utilities as described herein into the area shown in green hashed overlay on Exhibit C (hereafter "New Easement Area"). Any such utilities shall be installed below grade allowing for green space or paved surfaces only within the New Easement Area.
  2. Existing Utility Easements located within the new boundaries but not located within the New Easement Area shall be relocated either into the New Easement Area or into the new Right-of-Way all at no cost to B & F. More specifically, the existing

easement for overhead power lines formerly located in the existing Right-of-Way shall be relocated. Similarly, the underground natural gas easement currently located on the B & F Parcel (running along the existing Northwesterly and Westerly boundary of said parcel) shall be relocated.

- G. Payment of real estate taxes attributable to the B & F parcel shall remain the sole obligation of B & F whether assessed or levied before or after the relocation, and nothing herein shall shift any such obligations to City or any other party or agency.
- H. B & F covenants that there are presently no buildings, structures, fixtures or improvements located within the new right-of-way area and agrees to remove all such improvements if located therein at B & F's sole expense.
- I. Seller shall, when requested by City, furnish an updated abstract of title, a Registered Property Certificate, or a Commitment for an Owner's Title Insurance Policy, to include proper searches covering bankruptcies, and State and Federal judgments and liens. City shall be allowed 30 days after receipt thereof for examination of said title and the making of any objections thereto, said objections to be made in writing or deemed to be waived. If any objections are so made B & F shall be allowed 120 days to make such title marketable. Pending correction of title, closing shall be postponed, but upon correction of title and within 10 days after written notice to City, the parties shall establish a mutually agreeable closing date as soon as is practical.
- J. If said title is not marketable and is not made so within 120 days from the date of written objections thereto as above provided, this agreement shall be null and void, at the option of City, and neither principal shall be liable for damages hereunder to the other party. If the title to said property be found marketable or be so made within said time, and City shall default in any of the agreements, then, and in that case, B & F may terminate this contract.
- K. B & F affirmatively discloses that there are no wells or individual septic systems located on the B & F Parcel. B & F affirmatively discloses that no methamphetamine production has occurred on the B & F Parcel.
- L. The parties acknowledge that the agreements and commitments herein are part of a larger project for relocation of the existing Right-of-Way such that the failure of any party to fulfill their obligations hereunder shall jeopardize the viability of this project and adversely impact other parties who will have relied upon the commitments in this Agreement. Further, any breach of this agreement will produce damages that are very difficult to measure and as a result both parties acknowledge and accept that the most appropriate relief in response to a breach of this Agreement will be specific performance and both parties waive any objection or defense to any party seeking such specific performance.
- M. This contract contains the entire agreement between the parties, and neither party has relied upon any verbal or written representations, agreements, or understandings not set forth herein, whether made by any agent or party hereto.



N. The delivery of all papers and monies shall be made at the office of:

HOVERSTEN, JOHNSON, BECKMANN  
& HOVEY, LLP  
807 West Oakland Avenue  
Austin, MN 55912  
(507)-433-3483

O. If efforts to gain Mower County approval of and commitment to the relocation of County State Aid Highway No. 21 consistent with the terms and conditions contained herein fail, City shall promptly inform B & F of this failure and this agreement shall become null and void with no claim or damage to either party.

P. This agreement shall terminate, with no claim or damage to either party, unless Mower County approves and commits to the relocation of County State Aid Highway No. 21 by awarding bids for the construction of the relocated State Aid Highway No. 21 as described above by July 1, 2021, with construction to begin soon thereafter with intent to complete construction by December 31, 2021. Thereafter, the parties shall work diligently toward completion of the relocation and fulfillment of the terms described herein. However, both parties acknowledge that such efforts may be interrupted, disrupted, or delayed by third-parties over whom neither party hereto has authority or control. As such, this agreement shall remain binding on both parties until such completion.

I, the undersigned, do hereby approve the above Agreement and agree to be bound by its terms.

B & F DISTRIBUTING PROPERTIES, LLC:

January \_\_\_\_, 2021

\_\_\_\_\_  
John Jensen, Manager

CITY OF AUSTIN:

January \_\_\_\_, 2021

\_\_\_\_\_  
Steve King, Mayor

January \_\_\_\_, 2021

\_\_\_\_\_  
Tom Dankert, Clerk

N. The delivery of all papers and monies shall be made at the office of:

HOVERSTEN, JOHNSON, BECKMANN  
& HOVEY, LLP  
807 West Oakland Avenue  
Austin, MN 55912  
(507)-433-3483

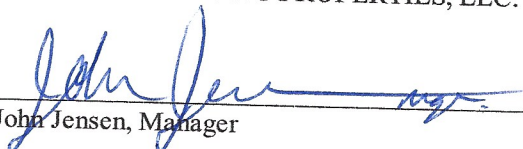
O. If efforts to gain Mower County approval of and commitment to the relocation of County State Aid Highway No. 21 consistent with the terms and conditions contained herein fail, City shall promptly inform B & F of this failure and this agreement shall become null and void with no claim or damage to either party.

P. This agreement shall terminate, with no claim or damage to either party, unless Mower County approves and commits to the relocation of County State Aid Highway No. 21 by awarding bids for the construction of the relocated State Aid Highway No. 21 as described above by July 1, 2021, with construction to begin soon thereafter with intent to complete construction by December 31, 2021. Thereafter, the parties shall work diligently toward completion of the relocation and fulfillment of the terms described herein. However, both parties acknowledge that such efforts may be interrupted, disrupted, or delayed by third-parties over whom neither party hereto has authority or control. As such, this agreement shall remain binding on both parties until such completion.

I, the undersigned, do hereby approve the above Agreement and agree to be bound by its terms.

B & F DISTRIBUTING PROPERTIES, LLC:

January 15, 2021

  
John Jensen, Manager

CITY OF AUSTIN:

January \_\_, 2021

\_\_\_\_\_  
Steve King, Mayor

January \_\_, 2021

\_\_\_\_\_  
Tom Dankert, Clerk

Exhibit A  
Legal Description of B & F Parcel

All that part of the NW 1/4 SE 1/4 Section 5-T102N-R18W, Mower County, Minnesota; described as follows:

Commencing at the intersection of the centerline of Trunk Highway No. 16 and the north-south 1/4 line of said Section 5, which point is 25.90 feet north of the center of Section 5; thence East a distance of 833 feet, along the centerline of said Trunk Highway No. 16; thence South a distance of 390 feet at a right angle; thence West a distance of 802.5 feet more or less, at a right angle, to a point 33 feet east of the north-south 1/4 line of said Section 5; thence North a distance of 39.45 feet, at a deflection angle of 90° 22'00" right, to a point on the southeasterly right-of-way line of Interstate Highway No. 90 as described in Book 26 Miscellaneous at page 116 in the Mower County Recorder's Office, which point is the point of beginning of the tract to be described;

thence Northeasterly a distance of 109.71 feet, at a deflection angle of 29° 26'40" right;

thence Northeasterly a distance of 60.75 feet, at a deflection angle of 27° 27'40" right;

thence Northeasterly a distance of 94.13 feet, at a deflection angle of 06° 49'05" right;

thence Northeasterly a distance of 91.12 feet, at a deflection angle of 07° 23'58" right;

thence Northeasterly a distance of 82.70 feet, at a deflection angle of 09° 50'02" right, to a point on the southeasterly right-of-way line of said Interstate Highway No. 90, as described in Book 26 Miscellaneous at page 116 in the Mower County Recorder's Office;

thence Southwesterly a distance of 415.19 feet, at a deflection angle of 158° 14'46" right, on the southeasterly right-of-way line of said Interstate Highway No.90, to the point of beginning.



Exhibit B  
Layout of Relocated Right-of-Way

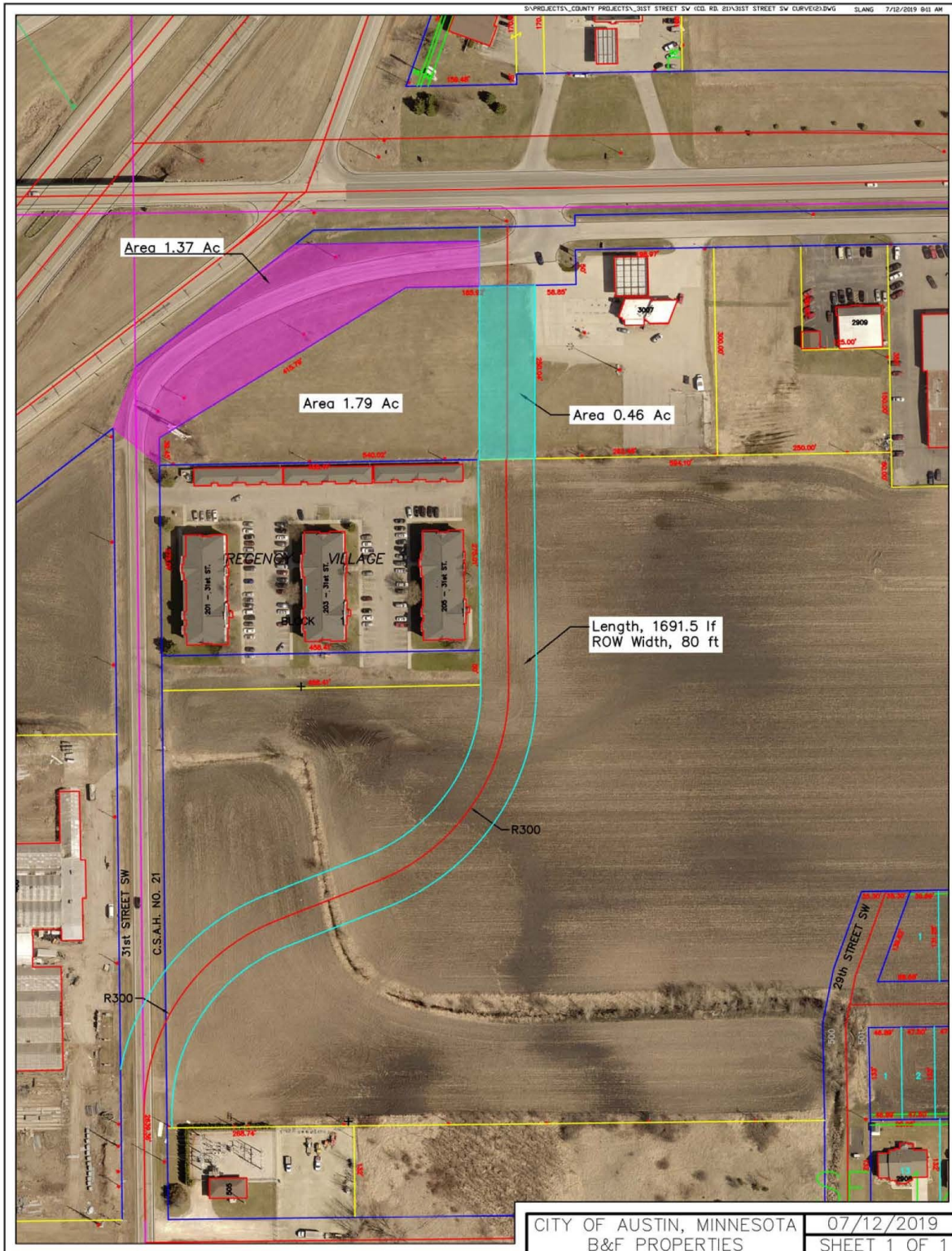
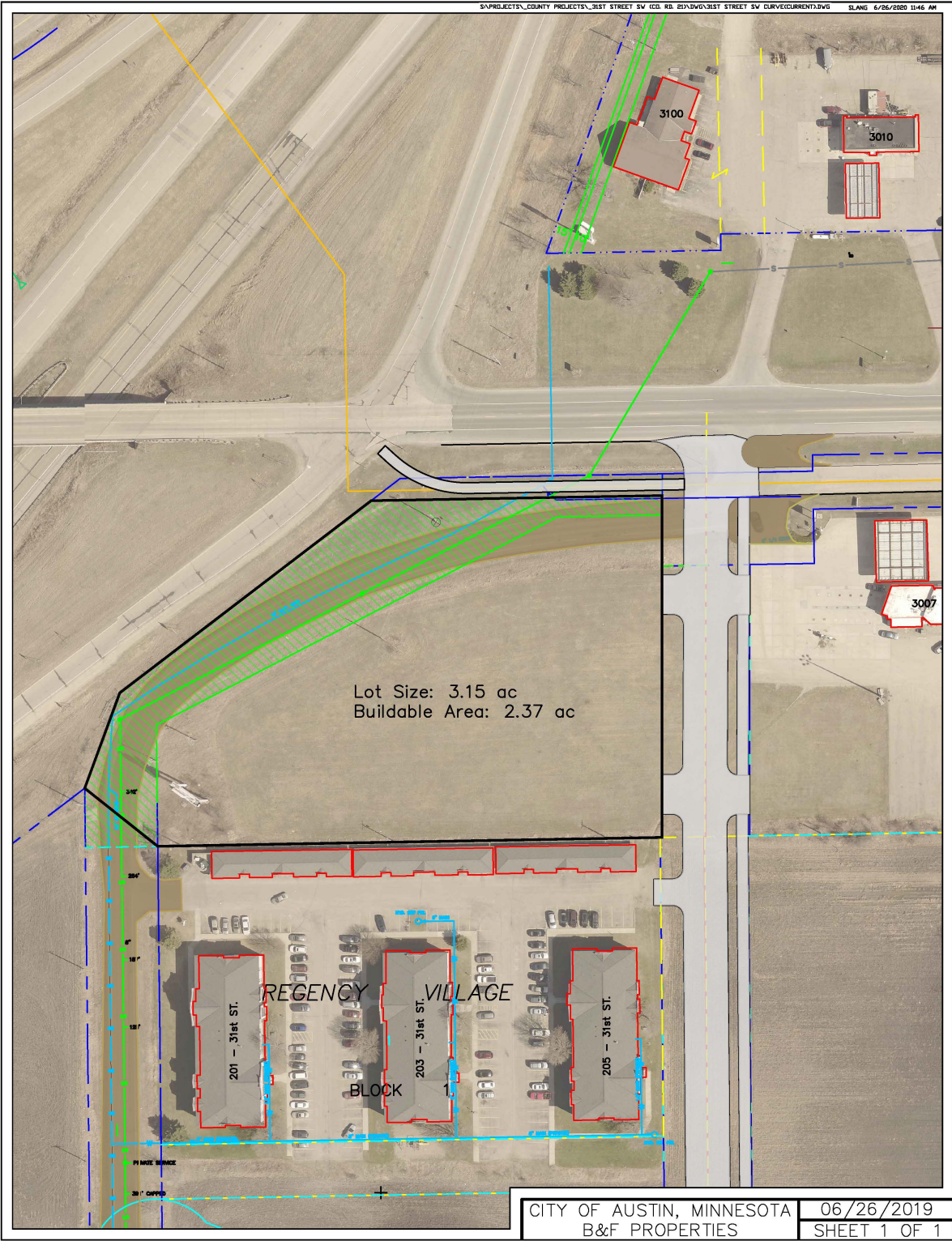




Exhibit C

Layout of New Property Boundaries (Subject to Survey), Location of Trail Extension,  
and Design of New Road, In-drives and Sidewalk



RESOLUTION NO.

ACCEPTING DONATIONS TO THE CITY OF AUSTIN

WHEREAS, the City has received gift as follows:

Gift	Donor	For
\$1,000	Austin Morning Lions	Lions Park

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

Passed by a vote of yeas and nays this 16th day of February, 2021.

YEAS

NAYS

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor



# FLASHING THUNDER FIREWORKS

700 E Van Buren, Mitchell, Iowa 50461 \* office 641-732-5558 \* fax: 641-732-1385 \* www.flashingthunder.com

## FIREWORKS DISPLAY CONTRACT

This contract entered into this day of Feb 1, 2021 by and between Flashing Thunder Fireworks of Mitchell, IA and Customer: City of Austin

Town/City: Austin State: MN

Flashing Thunder Fireworks for and in consideration of the terms herein after mentioned, agrees to furnish to the CUSTOMER ( 1 ) one fireworks display(s) as per agreement made and accepted, including the services of our Operator to take charge of fireworks display under the supervision of the display company, said display to be given on the evening(s) of: July 4, 2021.

1. **Weather:** If weather permitting it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. Customer shall remit to the first party an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of FLASHING THUNDER FIREWORKS. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, FLASHING THUNDER FIREWORKS shall be entitled to 40% of the contract price for cost, damages, and expenses. If the fireworks exhibition is canceled by the CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay to FLASHING THUNDER FIREWORKS, on demand, all FLASHING THUNDER FIREWORKS's out of pocket expenses incurred in preparation for the show including but not limited to: preparations, design cost, deposits, licenses and employee charges.
2. FLASHING THUNDER FIREWORKS agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties and will abide with all state and federal regulation pertaining to the storing and displaying of fireworks.
3. **Payment:** It is further agreed and understood that the CUSTOMER is to pay FLASHING THUNDER FIREWORKS the sum of \$ 30,000.00 ( thirty thousand dollars and 00/100----- ). A service fee of 1.5% per month shall be added if account is not paid within 30 days of the show date.
4. **Insurance:** FLASHING THUNDER FIREWORKS shall be required to have a minimum of \$5,000,000 in commercial general Liability protecting it from claims for bodily injury and property damage caused by fireworks related incidents. By signing this contract Flashing Thunder will endorse the Customer as an additionally on it's commercial liability and excess liability policies
5. By Signing this agreement the Customer understands that City of Austin, MN and their employees, officials, and agent are not covered under Flashing Thunder Fireworks general liability insurance when on the display site, and that any non FLASHING THUNDER FIREWORKS employees on the display site at any time are there at their own risk and will not hold FLASHING THUNDER FIREWORKS responsible for accidents and injury accrued while on the display site.
6. **CUSTOMER Responsibilities:** Customer will provide the following items:
  - (a) Sufficient display site area, including a minimum spectator set back of 500 feet at all points from the discharge area.
  - (b) Protection of the display area by roping off or similar facility.
  - (c) Adequate police protection to prevent spectators from entering display area.
  - (d) Permit from Local Authority giving permission to Flashing Thunder Fireworks to display fireworks.
7. To the fullest extent permitted by law, Flashing Thunder Fireworks agrees to defend, indemnify and hold harmless

Customer, and it's employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including responsible attorney fees, arising out of Flashing Thunder Fireworks' negligence or Flashing Thunder Fireworks Failure to perform their obligations under this agreement. Flashing Thunder Fireworks' indemnification obligation shall apply to Flashing Thunder Fireworks subcontractors, or anyone directly or indirectly employed or hired by Flashing Thunder Fireworks, or anyone for whose acts Flashing Thunder Fireworks may be liable. Flashing Thunder Fireworks agrees this this indemnity obligation shall survive the completion or termination of this contract.

8. It is further agreed and mutually understood that nothing in this contract shall be constructed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. CUSTOMER agrees to pay reasonable attorney's fees and collection fees incurred by FLASHING THUNDER FIREWORKS of any amount due under this agreement and invoice.

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

FLASHING THUNDER FIREWORKS

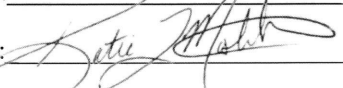
CUSTOMER

By: Katie Mostek

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

Title: V.P.

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

Sign:  Date 2/1/2021

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

RESOLUTION NO.

APPROVING A FIREWORKS CONTRACT FOR 2021

WHEREAS, the City of Austin has been tasked with planning the 2021 Freedom Fest, and

WHEREAS, the City desires to sign a contract in the amount of \$30,000 with Flashing Thunder Fireworks for a one-night display on July 4, 2021; and

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

NOW THEREFORE, BE IT RESOLVED that the Austin City Council authorizes the Mayor and City Recorder to sign a fireworks contract for 2021 with Flashing Thunder Fireworks.

Passed by a vote of yeas and nays this 16<sup>th</sup> day of February, 2021.

YEAS

NAYS

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor



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



**Thomas Dankert**  
**Director of**  
**Administrative Services**  
**507-437-9959**  
**Fax 507-433-1693**  
**tdankert@ci.austin.mn.us**

TO: Mayor and City Council

FROM: Tom Dankert <sup>TD</sup>

DATE: February 11, 2021

RE: **Blazing Star Trail**  
U:\Word\2020\Miscellaneous\Blazing Star Audit waiver - CC.doc

The City of Austin and the City of Albert Lea have had a joint powers board for the Blazing Star Trail since 2001 in the event that funding is ever raised for a trail to connect the two communities. Each City put in \$5,000 towards this endeavor, and a bank account exists with slightly over \$10,000 in it.

Annually we have requested both the City of Austin and Albert Lea to waive section 8.8 of the joint powers agreement in regards to an audit. For 2020, we had only \$16.74 of interest earned, so spending a few thousand dollars on an audit of such would be a waste of public funds.

On February 8, 2021 the City of Albert Lea passed a resolution approving of the audit waiver. I would request council pass a motion approving of the same audit waiver for 2020.

Please do not hesitate to give me a call if you have any questions.

RESOLUTION 21-018

Introduced by Councilor Rasmussen

RESOLUTION WAIVING BLAZING STAR TRAIL  
JOINT POWERS BOARD ANNUAL AUDIT

WHEREAS, Section 8.8 of the Blazing Star Trail Joint Powers Board Agreement stipulates an annual audit of the books each year; and

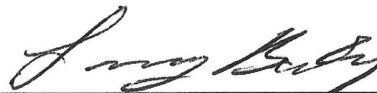
WHEREAS, the City Manager has received a written request from the Austin Director of Administrative Services, requesting a Council resolution waiving Section 8.8 of the Agreement for 2020, due to the fact an audit would be expensive and unnecessary.

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

Sec. 1. That the requirement in Section 8.8 of the Blazing Star Trail Joint Powers Board Agreement stipulating an annual audit for 2020 is waived.

That the motion for the adoption of the foregoing resolution was duly seconded by Councilor Brooks, and upon a vote being taken thereon, the following voted in favor thereof: Councilors Murray, Howland, Olson, Rasmussen, Brooks, Mayor Pro Tem Baker and the following voted against the same: None. Mayor Vern Rasmussen Jr. was absent.

Introduced and passed this 8<sup>th</sup> day of February, 2021

  
\_\_\_\_\_  
Mayor Pro Tem Larry Baker

Filed and attested this 9<sup>th</sup> day of February, 2021

  
\_\_\_\_\_  
Secretary to the Council

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



**Holly Wallace**  
Planning & Zoning Administrator  
507-437-9952 / Fax 507-437-7101  
Email: [hollyw@ci.austin.mn.us](mailto:hollyw@ci.austin.mn.us)

## Memorandum

**To:** Mayor and City Council

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

**Subject:** Requested Minor Subdivision of Property petitioned by Austin Port Authority

**Date:** February 5, 2021

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Please find for your review a resolution and legal description of approximately 8.6 acres of platted property, which has been petitioned to combine two lots in Creekside Business Park related to the Nu-Tech project. The purpose is to facilitate development of the lots.

This proposed subdivision has been reviewed by various departments, with no concerns noted.

If you should have any questions regarding this matter, please call my office at 437-9952.

Thank You.







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

EXEMPTING SUBDIVIDER FROM AUSTIN CITY CODE  
SUBDIVISION REGULATION AND REQUIREMENTS

WHEREAS, the petitioner, Austin Port Authority, has requested a waiver of the platting requirements under Section 13.40 of the Austin City Code in order to accommodate development of the following described property;

Lot 1 and Lot 4, Block 2, Cook Farm Business Park, City of Austin, County of Mower, State of Minnesota.

WHEREAS, this area is well defined and will combine two parcels.

NOW THEREFORE, BE IT RESOLVED, that the petitioners above named are hereby exempt from the requirements of Chapter 13 of the Austin City Subdivision regulations requiring the platting of said property as a precondition to said subdivision.

BE IT FURTHER RESOLVED, that the City Recorder is hereby authorized and directed to deliver to owners a certified copy of this resolution for recording.

Passed by a vote of Yeas and Nays this \_\_\_\_\_ day of February 2021.

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor