

A G E N D A
CITY COUNCIL MEETING
MONDAY, MARCH 1, 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 16, 2021

3. Recognitions and Awards.

Promotion of Officer Hartman to Lieutenant
Austin Positive Action Coalition – Bill Spitzer

(mot) 4. *Consent Agenda

Licenses:

Exempt Gambling (raffle): United Catholic Schools Foundation on April 17, 2021

Food: Dollar Tree Stores, Inc., 1610 17th Street NW

Mobile Business: Cookie Dough Bliss, Savage

Temporary Liquor: Austin Area Commission for the Arts at the Paramount on March 12-13, 2021

Tree Service: Conradt Tree Service, 18776 St. Hwy 56

Claims:

a. Pre-list of bills

b. Credit Card and Financial Reports.

BID OPENINGS AND AWARDS:

(res) 5. Receiving bids for the seasonal supply of asphalt.
a. Awarding bid.

(res) 6. Receiving bids for the removal of biosolids.
a. Awarding bid.

PETITIONS AND REQUESTS:

(mot) 7. Approving a request for the donation of employee sick leave.

(res) 8. Accepting donations to the City of Austin.

(res) 9. Approving 2020 budget carry overs – budget amendment number 1.

(res) 10. Approving budget amendment number 2.

- (res) 11. Approving consulting services with WHKS for phase 4 of the I & I program.
- (res) 12. Approving consulting services with WHKS for the evaluation of the Cedar River siphons.
- (res) 13. Approving an airport hangar lease with Hormel Foods Corporate Services, LLC.
- (res) 14. Approving exceptional performance pay for the Director of Administrative Services.
- (res) 15. Approving a lot consolidation for Hal Henderson.
- (mot) 16. Approving a COVID adjustment to Bruins rent.
- (mot) 17. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 408 2nd Street SE, Hernandez Property.

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator
City Council

- (mot) Adjourn to **Monday, March 15, 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 16, 2021
5:30 PM
Council Chambers

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

MEMBERS APPEARING
ELECTRONICALLY: Council Member Michael Postma

MEMBERS ABSENT: None

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, Felicia Howie, Laura Helle

OTHERS PRESENT: Honorary Council Member Teresa Lugo

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

Added to the Agenda:

Consent Agenda:

License:

Food: Mixto, 803 18th Avenue NW

(res) 20. Approving an agreement with the Austin Parttime Firefighters Relief Association.

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

Moved by Council Member Oballa, seconded by Council Member Fischer, approving Council minutes from February 1, 2021. Carried.

CONSENT AGENDA

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

Licenses:

Food: Cedar Valley Services, Inc. (East, West and Main Campus)
Food: JoAnn, 1700 17th Street NW
Food: 1910 Mexican Kitchen, 507 1st Street NW
Mobile Business: B-Lo Zero Sno Cones, Albert Lea
Right of Way Contractor: Consolidated Communications Enterprise Services, Inc.
Food: Mixto, 803 18th Avenue NW

Claims:

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

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

Carried.

PUBLIC HEARINGS

A public hearing was held for the proposed 5-year tax abatement on the proposed construction of a single-family home at 2108 14th Avenue NE. The builder is Bigelow and Lennon Construction and the value of the proposed home is \$355,000.

There were no public comments.

Moved by Council Member Fischer, seconded by Council Member Waller, approving a five-year tax abatement for Bigelow and Lennon construction at 2108 14th Avenue NE. Carried 7-0.

A public hearing was held for the proposed 5-year tax abatement on the proposed construction of a single-family home at 2012 14th Avenue NE. The builder is Bigelow and Lennon Construction and the value of the proposed home is \$306,000.

There were no public comments.

Moved by Council Member Baskin, seconded by Council Member Fischer, approving a five-year tax abatement for Bigelow and Lennon construction at 2012 14th Avenue NE. Carried 7-0.

Mr. Wenum stated there is a revision to the feasibility report for project 21102 narrowing the street to 40 feet wide. He requested the Council approved the new feasibility report.

Moved by Council Member-at-Large Austin, seconded by Council Member Waller, approving a revised feasibility report for Project 21102. Carried 7-0.

A public hearing was held for street improvements on 1st Street SE (Oakland Avenue East to 1st Avenue SE) and 1st Avenue SE (South Main Street to 2nd Street SE) Project 21102. Assistant City Engineer Mitch Wenum stated the City will remove the existing road and curb and replace with a new concrete street along with removing and replacing the deficient sidewalk. Underground utilities will be repaired or replaced. The project will begin in early May and will last approximately 3.5 months. Adjacent property owners will be assessed per the City's street assessment policy at an interest rate of 3.5%. Property owners will have the option to pay the assessment in full, pay 50% of the assessment and have the remainder go on their real estate taxes or have all of the assessment go on their real estate taxes. The total project is \$815,000 and \$124,355 will be assessed to the adjacent property owners.

Mr. Wenum reviewed the access plans for the individual businesses on the project.

There were no public comments.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 21102. Carried 7-0.

A public hearing was held for street improvements on 19th Street NW (Oakland Avenue West to 4th Avenue NW) and 1st Avenue NW (18th Street NW to 19th Street NW) Project 21103. Assistant City Engineer Mitch Wenum stated the City will remove the existing road and curb and replace with a new asphalt street along with removing and replacing the deficient sidewalk. Underground utilities will be repaired or replaced. The project will begin in late May or early June on 19th Street and late July or early August on 1st Avenue and is expected to be completed in October. Adjacent property owners will be assessed per the City's street assessment policy at an interest rate of 3.5%. Property owners will have the option to pay the assessment in full, pay 50% of the assessment and have the remainder go on their real estate taxes or have all of the assessment go on their real estate taxes. The total project is \$775,000 and \$210,934 will be assessed to the adjacent property owners.

There were no public comments.

Moved by Council Member Oballa, seconded by Council Member Poshusta, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 21103. Carried 7-0.

A public hearing was held for street improvements on 16th Street NE (Oakland Avenue East to 3rd Avenue NE) and 1st Avenue NE (Oakland Place NE to 19th Street NE) Project 21104. Assistant City Engineer Mitch Wenum stated the City will remove the existing road and curb and replace with new asphalt streets along with removing and replacing the deficient sidewalk. Underground utilities will be repaired or replaced. The project will begin in early May and will

last approximately 3.5 months. Adjacent property owners will be assessed per the City's street assessment policy at an interest rate of 3.5%. Property owners will have the option to pay the assessment in full, pay 50% of the assessment and have the remainder go on their real estate taxes or have all of the assessment go on their real estate taxes. The total project is \$1,080,000 and \$350,449 will be assessed to the adjacent property owners.

Director of Administrative Services Tom Dankert asked what is the best way for residents with mobility challenges to access their properties.

Mr. Wenum stated many residents walked through the neighbor's backyards. He added that he can contact residents individually with specific concerns.

There were no public comments.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 21104. Carried 7-0.

A public hearing was held for street improvements on 8th Street NW (8th Avenue NW to 13th Avenue NW) and 9th Street NW (8th Avenue NW to 10th Avenue NW) Project 21101. Assistant City Engineer Mitch Wenum stated the City will remove the existing road and curb and replace with a new asphalt street along with removing and replacing the deficient sidewalk.

Underground utilities will be repaired or replaced. The project will begin in late May or early June and will last approximately 3.5 months. Adjacent property owners will be assessed per the City's street assessment policy at an interest rate of 3.5%. Property owners will have the option to pay the assessment in full, pay 50% of the assessment and have the remainder go on their real estate taxes or have all of the assessment go on their real estate taxes. The total project is \$920,000 and \$212,699 will be assessed to the adjacent property owners.

Mr. Wenum stated they are anticipating on removing 38 trees on the project and plan to replant some of the trees.

Council Member Postma asked if the utility lines will be buried on the project.

Mr. Wenum stated the utilities will be buried and there will not be issues with trees in the overhead lines.

Laura Helle spoke in favor of the project and that the loss of trees saddens her but she is going to add trees in her yard.

Felicia Howie, 1007 8th Street NW, stated this is her first time purchasing a home and wondered about her assessment amount.

Mr. Wenum stated her total is \$2,599.77. Mr. Wenum stated there are options for payment of the assessment including allowing the assessment to go on the real estate taxes for 15 years.

There were no additional public comments.

Moved by Council Member-at-Large Austin, seconded by Council Member Oballa, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 21101. Carried 7-0.

A public hearing was held for street improvements on 8th Avenue/Place NW (North Main Street to 4th Street NW) and 8th Avenue SW (27th Street to Dead End) Project 21105. Assistant City Engineer Mitch Wenum stated the City will mill and overlay the streets with new asphalt paving. The NW streets should be done in two days and 8th Avenue SW will take 2 weeks due to some underground work. Adjacent property owners will be assessed per the City's street assessment policy at an interest rate of 3.5%. Property owners will have the option to pay the assessment in full, pay 50% of the assessment and have the remainder go on their real estate taxes or have all of the assessment go on their real estate taxes. The total project is \$125,000 and \$37,382 will be assessed to the adjacent property owners.

There were no public comments.

Moved by Council Member Oballa, seconded by Council Member Waller, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 21105. Carried 7-0.

BID OPENING AND AWARD

Assistant City Engineer Mitch Wenum stated the City received the following bid for asphalt emulsion:

Bidder	Bid
Henry G. Meigs	\$90,819.75
Flint Hills Resources	No Bid

Mr. Wenum stated the material is used as part of the chip sealing roadway maintenance program. He recommended awarding the bid to Henry G. Meigs.

Moved by Council Member Fischer, seconded by Council Member Waller, awarding a bid for asphalt emulsion to Henry G. Meigs. Carried 7-0.

PETITIONS AND REQUESTS

Moved by Council Member-at-Large Austin, seconded by Council Member Waller, adopting a resolution setting public hearings for March 15, 2021 for street improvement project assessments. Carried 7-0.

City Administrator Craig Clark stated the City is working with Mower County to realign 31st Street SW. The City has purchase agreements with two property owners for the purchase of the land needed for the road. The Kehret Revocable Living Trust owns property needed for the

project and has agreed to donate 1.98 acres for the roadway. The City will then purchase a remnant parcel, up to 3 acres at \$6,723.82 per acre. B & F Distributing Properties have agreed to exchange needed right-of-way for the project for soon to be vacated right-of-way. Both purchase agreements are contingent upon successful completion of the project.

Moved by Council Member Baskin, seconded by Council Member Waller, adopting a resolution approving a purchase agreement with the Kehret Revocable Living Trust. Carried 7-0.

Moved by Council Member Fischer, seconded by Council Member Baskin, adopting a resolution approving a purchase agreement with B & F Properties, LLC. Carried 7-0.

Moved by Council Member-at-Large Austin, seconded by Council Member Waller, adopting a resolution accepting donations to the City of Austin. Carried 7-0.

City Administrator Craig Clark stated the City is proposing a contract with Flashing Thunder Fireworks for one night of fireworks on July 4, 2021 for \$30,000.

Moved by Council Member Poshusta, seconded by Council Member Fischer, adopting a resolution approving a contract with Flashing Thunder Fireworks. Carried 7-0.

Director of Administrative Services Tom Dankert stated the City of Austin and Albert Lea have a joint powers board for the Blazing Star Trail. In 2020, there was \$16.74 of interest earned as the only account activity. The City of Albert Lea approved waiving the annual audit and Mr. Dankert requested that the City of Austin also approve the waiver.

Moved by Council Member-at-Large Austin, seconded by Council Member Waller, waiving the annual audit for the Blazing Star Trail. Carried.

Planning and Zoning Administrator Holly Wallace stated the Austin Port Authority has requested the consolidation of two lots in the Creekside Business Park for the Nu-Tech project. She stated City staff has no issue with the lot consolidation.

Moved by Council Member Fischer, seconded by Council Member Poshusta, adopting a resolution approving a lot consolidation on behalf of the Austin Port Authority. Carried 7-0.

Director of Administrative Services Tom Dankert stated the State of Minnesota is requiring the City have an Aid Allocation Agreement with the Austin Parttime Firefighter Relief Association. The agreement would not change the way the State Aid is allocated, it just defines it in a way to satisfy the State.

Moved by Council Member Baskin, seconded by Council Member-at-Large Austin, approving an aid allocation agreement with the Austin Parttime Firefighter Relief Association. Carried 7-0.

HONORARY COUNCIL MEMBER COMMENTS

Honorary Council Member Teresa Lugo stated she is looking forward to the street reconstruction because she travels on the roads being worked on.

REPORTS

City Administrator Craig Clark stated the City could possibly receive covid financial aid from the Federal government.

Council Member-at-Large Austin stated that Austin, Minnesota was the coldest Austin in the nation yesterday. He stated he did an interview with an Austin, Texas paper.

Council Member Oballa stated that February is Black History Month.

Mayor King stated City staff and local representatives toured the Waste Water Treatment Plant.

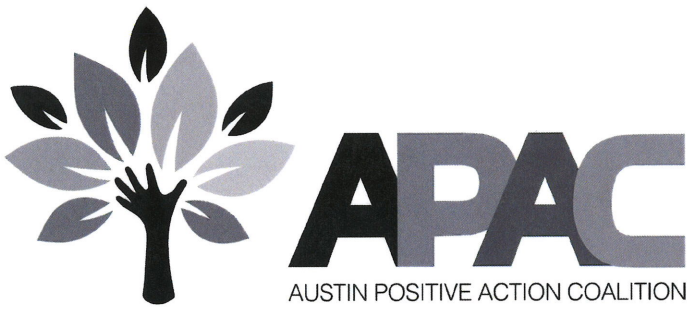
Moved by Council Member-at-Large Austin, seconded by Council Member Waller, adjourning the meeting to March 1, 2021. Carried.

Adjourned: 6:45 p.m.

Approved: March 1, 2021

Mayor: _____

City Recorder: _____



ATOD Prevention Planning & Implementation

The Planning and Implementation (P&I) grant is a five-year initiative that funds communities across Minnesota to develop strategies to prevent underage alcohol use. Austin Positive Action Coalition (APAC) was established in 2016 through this grant to build relationships with stakeholders while monitoring the progress toward shared objectives. APAC consists of representatives from 14 different sectors and uses a collaborative approach to reduce underage substance abuse. APAC partnered with schools and the Austin community using the Positive Community Norms (PCN) prevention model.

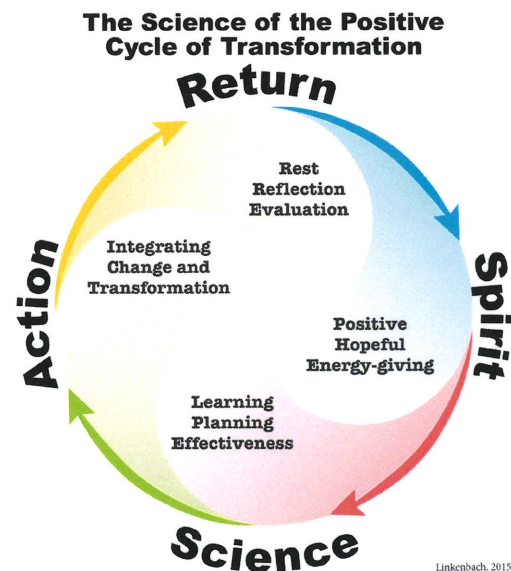
Our Prevention Approach

We envision safe and healthy communities free from substance abuse!

Rather than a problem-centered frame, we approach our work using **The Science of Positive Cycle of Transformation** model which includes a cycle of Spirit, Science, Action, and Return.

By focusing on growing the healthy, positive, protective factors that already exist in our communities, we are able to leverage systematic methods and evidenced-based strategies to reach our goals:

1. Reduce underage alcohol use
2. Build community capacity
3. Foster youth leadership



Core prevention activities



Youth Group Leadership Activities



Positive Community Norm Campaign



Responsible Beverage Server Training



ATOD Curriculum Implementation



Compliance Checks

SIMPLY TALK Campaign to encourage parent-youth conversations

Sticker SHOCK! Campaign to promote awareness of positive community norms

Austin Coalition on Wheels community events to promote fun alternative activities



We are encouraging conversations to reduce misperceptions about alcohol use.

"APAC is definitely making an impact with those youth and families who are 'receptive' to addressing this issue. Billboards & mailings help remind parents to talk to their kids and pay attention." – Community member

96% of parents reported having communicated with their children about the importance of not using alcohol in the past 12 months (2018 Parent PCN Survey).

68% of students reported that they had never used alcohol (2019 Student PCN Survey).

More students reported discussing PCN messages in class (Student PCN Survey).

2019 **31%**

2017 **13%**

More students reported having conversations with their parents (Student PCN Survey).

2019 **25%**

2017 **10%**

We are creating opportunities for youth to engage in alternative activities.

"The community, not just the schools, need to do a better job of supporting positive events and activities for youth."
– Community member

112 members of our youth group participated in leadership activities.

250+ middle school students participated in a free evening event.

263 volunteer hours for Community Service Projects in 2019-2020.

25 students participated in Sticker SHOCK! Environmental Change Strategy.

We are working to reduce access to alcohol.

We partner with law enforcement to encourage enforcement of Austin's Social Host Ordinance.

162 people have completed Responsible Beverage Server Training.

31 compliance checks have been completed.

98% of parents reported not allowing their youth to drink alcohol at home (2018 Parent PCN Survey).

We are educating youth, teachers and the community about alcohol use.

232 community members engaged in Town Hall meetings.

53 PCN messages distributed.

1.8 billion impressions from billboard advertising.

2 million+ impressions from posters at local businesses.

98% of students reported having seen the Truth Is message (2019 Student PCN Survey).



Unless noted, data is cumulative from 2016-2020.

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 & City Council
From: Steven Lang
Subject: Bituminous Material Bids
Date: February 25, 2021

We have received bids for our seasonal supplies of asphalt for 2021. The bids are summarized below based on the base bid that was submitted plus the cost associated with hauling the materials.

For determining the cost of hauling, a rate of \$0.40/ton/mile, based on one direction, was specified in the specifications to be used to determine hauling costs. The mileage is the distance to the asphalt plant from the intersection of Oakland Avenue and Main Street in Austin.

Bidder	Base Bid	Mileage	Total
Ulland Bros. Inc.	\$229,500	\$35,820	\$265,320
Rochester Sand & Gravel	\$247,500	\$50,400	\$297,900

These costs come out of our Streets and Highways road materials budget. We would recommend awarding this bid to Ulland Bros. Inc.

If you have any questions, please let me know.

Ulland Bros., Inc.
79350 170th Street
Albert Lea, MN
19.9 miles

Rochester Sand & Gravel
2627 County Road 6
Stewartville, MN
28.0 miles

RESOLUTION NO.

AWARDING BID

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

2021 seasonal supply of bituminous material

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

Contractor	Base Bid	Mileage	Total
Ulland Bros. Inc.	\$229,500	\$35,820	\$265,320
Rochester Sand & Gravel	\$247,500	\$50,400	\$297,900

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

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

2021 seasonal supply of bituminous material

Passed by a vote of yeas and nays this 1st day of March, 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 J. Lang, P.E.
Date: February 16th, 2021
Subject: Bids – Biosolids Removal WWTP

The City of Austin received bids for biosolids removal on February 16th, 2021. The bids include four sludge applications in the spring and fall of 2021 & 2022. The total volume estimated per year is 9,000,000 gallons and the basis of the award was the total of all four applications. The bids are summarized below.

<u>Contractor</u>	<u>Amount</u>
Oyer Trucking & Pumping, LLC	\$698,400/2 years
Budget	\$390,000/year

This project will be funded through the Sewer User fund, with cost split between the domestic and industrial budgets. I would recommend awarding the bid to Oyer Trucking & Pumping LLC. If you have any questions, feel free to contact me.

Previous 2yr Contracts

2019/20	\$698,400	Oyer Trucking
2017/18	\$490,500	Oyer Trucking
	\$585,000	United Liquid Waste
2015/16	\$423,000	Oyer Trucking
	\$427,500	United Liquid Waste
	\$639,000	Synagro Central, LLC
2013/14	\$445,500	United Liquid Waste
	\$455,785	Oyer Trucking
2011/12	\$548,820	Oyer Trucking
	\$561,150	Fergus Power & Pump
2009/10	\$561,738	Oyer Trucking
	\$566,792	Fergus Power & Pump
	\$610,200	DRT Biosolids

RESOLUTION NO.

AWARDING BID

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

Biosolids Removal for 2021 & 2022

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

<u>Bidder</u>	<u>Bid Amount</u>
Oyer Trucking & Pumping, LLC	\$698,400

WHEREAS, it appears Oyer Trucking & Pumping, 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 Oyer Trucking & Pumping, LLC is hereby accepted and the Mayor and City Recorder are hereby authorized and directed to enter into a contract with Oyer Trucking & Pumping, LLC in the name of the City of Austin for the following:

Biosolids Removal for 2021 & 2022

Passed by a vote of yeas and nays this 1st day of March, 2021.

Yeas

Nays

ATTEST:

APPROVED

City Recorder

Mayor

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



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

MEMORANDUM

TO: Mayor & City Council

FROM: Tricia Wiechmann
Human Resources Director

RE: Request for sick leave donation

DATE: February 24, 2021

Greg Yocom, an employee within the street department, is currently off work recovering from a recent surgery. It is anticipated that he will need to be off work until approximately mid-April. Since his surgery, he has been off using his own accrued paid time (sick, holiday, compensatory time and vacation); unfortunately, he will exhaust his accrued paid time off prior to his ability to return to work.

Mr. Yocom has requested consideration from the City Council to approve sick leave donation to him, from other City of Austin employees, in order to continue to receive pay while he is off.

Attached is the City's donated sick leave policy, which allows city employees to donate up to 16 hours (per employee) of their accrued sick leave, to other fellow employees, with the approval of the City Council. Therefore, please consider Mr. Yocom's request to approve sick leave donation to him, up to the initial maximum of 160 hours, to be used only after he has exhausted all of his own accrued paid time off, per #2 of the policy.

If approved, information will be sent out to employees for their donation consideration.

Please let me know if you have any questions prior to Monday's Council meeting. Thank you.

DONATED SICK LEAVE

With approval of the City Council, City employees having accrued sick leave will be allowed to donate a portion of such accrued sick leave to fellow employees experiencing a major life-threatening disease or condition suffered by the employee, their spouse or minor children. The donation shall be on an hour for hour basis. A major life-threatening disease or condition shall include, but not necessarily be limited to, heart attack, stroke, organ transplant, cancer or life-threatening illness or condition as defined by a physician's diagnosis.

The donation of sick leave from one employee to another shall be subject to the following terms and conditions:

1. An employee is only eligible to receive donated sick leave for time lost from work due to a major life-threatening disease or condition as described above, equal to the number of hours of time which the employee would lose from his or her job due to the major life-threatening disease or condition.
2. An employee will be eligible to receive donated sick leave only after the employee's accrued sick leave, compensatory time and vacation have been used by the employee.
3. No employee will be allowed to receive more than 160 hours of donated sick leave for any single major life-threatening disease or condition without additional express approval by the City Council.
4. An employee may donate no more than sixteen (16) hours per calendar year to a single fellow employee out of current year's bank. This shall not be construed to prohibit donating sixteen (16) hours each per year to additional fellow employees.
5. A written request to donate sick leave must be made to the City Administrator or Human Resources Director. The City Council will consider each request and authorize such a request when it's apparent the employee will be returning to work following the illness.
6. The City Council shall have the right to deny use of donated sick leave or limit its use as shall be determined necessary to the best interests of the City.

RESOLUTION NO.

ACCEPTING DONATIONS TO THE CITY OF AUSTIN

WHEREAS, the City has received gift as follows:

Gift	Donor	For
\$500 in drinks and food	Casey's	Austin Fire Department
\$25 gift card	Vickie Spyhalski	Austin Fire Department
Vintage Class A Uniforms & Badges from LA Co. Fire	James Roy	Austin Fire Department

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 1st day of March, 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 King and Council Members

FROM: Tom Dankert ^{TD}

DATE: March 1, 2021

RE: **Budget Adjustment #1 – 2021 Budget Adjustment**
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Department heads have gotten back to me on specific budgetary items that they would like to carry-over from the 2020 budget into 2021 to expend. The requests are as follows:

General Fund (11000):

Parks and Recreation:

- Parks Master Plan/Parks Equipment, **\$100,000.**

Planning/Zoning:

- Zoning Code Update **\$4,400.**

City Clerk:

- Election equipment **\$20,100.**

Riverside Arena:

- Riverside Arena Roof, **\$310,000.**

	<u>Debit</u>	<u>Credit</u>
49011.6540 Equipment	\$ 434,500	
49000.5135 Private Contributions		\$ 160,000
49000.5490 Use of Fund Balance		\$ 274,500
Total General Fund	\$ 434,500	\$ 434,500

Central Garage Fund (71000):

Central Garage – Streets:

- Replace 2002 Plow truck #62, **\$175,000.**
- Replace 2000 Tandem truck #79, **\$150,000.**

	<u>Debit</u>	<u>Credit</u>
43317.6540 Equipment	\$ 325,000	
43317.5490 Use of Fund Balance		\$ 325,000
Total Central Garage Fund	\$ 325,000	\$ 325,000

By passing a Resolution, council will have then officially amended the budget for the 2021 year.

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

RESOLUTION NO.

BUDGET ADJUSTMENT #1

**RESOLUTION AMENDING THE 2021 OPERATING BUDGET
OF FUND 11 - GENERAL FUND
AND FUND 71- CENTRAL GARAGE FUND**

WHEREAS, the City Council of the City of Austin adopted Resolution No. 16180 on December 21, 2020 approving the 2021 operating budgets for the various city operations; and

WHEREAS, the following budgeted items from 2020 are requested to be carried over to 2021:

General Fund (11000):

Parks and Recreation:

- Parks Master Plan/Parks Equipment, **\$100,000.**

Planning/Zoning:

- Zoning Code Update **\$4,400.**

City Clerk:

- Election equipment **\$20,100.**

Riverside Arena:

- Riverside Arena Roof, **\$310,000.**

	<u>Debit</u>	<u>Credit</u>
49011.6540 Equipment	\$ 434,500	
49000.5135 Private Contributions		\$ 160,000
49000.5490 Use of Fund Balance		\$ 274,500
Total General Fund	\$ 434,500	\$ 434,500

Central Garage Fund (71000):

Central Garage – Streets:

- Replace 2002 Plow truck #62, **\$175,000.**
- Replace 2000 Tandem truck #79, **\$150,000.**

	<u>Debit</u>	<u>Credit</u>
43317.6540 Equipment	\$ 325,000	
43317.5490 Use of Fund Balance		\$ 325,000
Total Central Garage Fund	\$ 325,000	\$ 325,000

And;

WHEREAS, generally accepted accounting principles and reporting practices call for the amendment of the adopted budget to properly reflect these authorizations.

NOW THEREFORE, BE IT RESOLVED that the City Recorder shall record these authorized budget amendments upon the City's 2021 financial records.

Passed by a vote of yeas and nays this 1st day of March, 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 King and City Council Members

FROM: Tom Dankert 

DATE: March 1, 2021

RE: **Budget Adjustment #2 – 2021 Budget Adjustment**
U:\Word\2021\Miscellaneous\2021 Budget Adjustment #2.doc

I would request the approval of 4 changes within our budget for 2021 as part of Budget Adjustment #2, as follows:

1. The acquisition of the enhancements in the Council Chambers (microphones and tables/chairs).
2. The Hormel Foundation grants that have been approved for 2021.
3. The City of Austin's Grow Austin program (Nu-Tek project).
4. Budget balance amendment for internal Property and Liability Insurance charges (on paper only).

General Fund (11000):

- Electronic equipment for Council Chambers, \$20,000 (#1 Above).
- Tables chairs for Council Chambers, \$11,000 (#1 Above).
- Grow Austin campaign with Nu-Tek, \$91,350 (#3 Above).
- Quality of Life, 4th of July funding, \$20,000 (#2 Above).
- Marcusen Ball Park Association scoreboard, \$24,000 (#2 Above).

	<u>Debit</u>	<u>Credit</u>
49011.6540 Equipment	\$ 55,000	
41110.6462 4 th of July celebration	\$ 20,000	
46500.6319 Joint Powers Services	\$ 91,350	
41110.5135 Contributions-Private		\$ 44,000
41110.5490 Use of Fund Balance-CATV		\$ 31,000
41110.5490 Use of Fund Balance		\$ 91,350
Total General Fund	\$ 166,350	\$ 166,350

Capital Improvements Revolving Fund (49000):

- CHIP Loan Expansion, \$75,000 (#2 Above).
- Shirley Theel Park Drainage, \$70,375 (#2 Above).
- Todd Park Bridge, \$100,500 (#2 Above).
- Transitional Housing Improvements, \$36,540 (#2 Above).

	<u>Debit</u>	<u>Credit</u>
48215.6530 Improve. Other Than Bldg.	\$ 282,415	
49000.5135 Private Contributions		\$ 282,415
Total Capital Improve. Revolving Fund	\$ 282,415	\$ 282,415

Risk Management Fund (75000):

- Interfund transfer for Property/Liability insurance do not balance (#4 Above).

	<u>Debit</u>	<u>Credit</u>
49007.4800 P/L Premiums	\$ 14,163	
49017.6360 P/L Insurance Payments		\$ 14,163
Total Risk Management Fund	\$ 14,163	\$ 14,163

By passing a Resolution, council will have then officially amended the budget for the 2021 year to account for items #1-4. There are other grants that were approved by The Hormel Foundation for 2021, but those grants will be received and expended out of funds that don't have legally adopted budgets, hence no budget to amend.

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

RESOLUTION NO.

BUDGET ADJUSTMENT #2

RESOLUTION AMENDING THE 2021 OPERATING BUDGET OF FUND 11 - GENERAL FUND, FUND 49 - CAPITAL IMPROVEMENTS REVOLVING FUND AND FUND 75 – RISK MANAGEMENT FUND

WHEREAS, the City Council of the City of Austin adopted Resolution No. 16180 on December 21, 2020 approving the 2021 operating budgets for the various city operations; and

WHEREAS, the following items have been approved for funding and require an amendment to the 2021 budget:

General Fund (11000):

1. Electronic equipment for Council Chambers, \$20,000
2. Tables chairs for Council Chambers, \$11,000
3. Grow Austin campaign with Nu-Tek, \$91,350
4. Quality of Life, 4th of July funding, \$20,000 (Hormel Foundation Grant)
5. Marcusen Ball Park Association scoreboard, \$24,000 (Hormel Foundation Grant)

	<u>Debit</u>	<u>Credit</u>
49011.6540 Equipment	\$ 55,000	
41110.6462 4 th of July celebration	\$ 20,000	
46500.6319 Joint Powers Services	\$ 91,350	
41110.5135 Contributions-Private		\$ 44,000
41110.5490 Use of Fund Balance-CATV		\$ 31,000
41110.5490 Use of Fund Balance		\$ 91,350
Total General Fund	\$ 166,350	\$ 166,350

Capital Improvements Revolving Fund (49000):

1. CHIP Loan Expansion, \$75,000 (Hormel Foundation Grant)
2. Shirley Theel Park Drainage, \$70,375 (Hormel Foundation Grant)
3. Todd Park Bridge, \$100,500 (Hormel Foundation Grant)
4. Transitional Housing Improvements, \$36,540 (Hormel Foundation Grant)

	<u>Debit</u>	<u>Credit</u>
48215.6530 Improve. Other Than Bldg.	\$ 282,415	
49000.5135 Private Contributions		\$ 282,415
Total Capital Improve. Revolving Fund	\$ 282,415	\$ 282,415

Risk Management Fund (75000):

5. Interfund transfer for Property/Liability insurance do not balance

	<u>Debit</u>	<u>Credit</u>
49007.4800 P/L Premiums	\$ 14,163	
49017.6360 P/L Insurance Payments		\$ 14,163
Total Risk Management Fund	\$ 14,163	\$ 14,163

And;

WHEREAS, generally accepted accounting principles and reporting practices call for the amendment of the adopted budget to properly reflect these authorizations.

NOW THEREFORE, BE IT RESOLVED that the City Recorder shall record these authorized budget amendments upon the City's 2021 financial records.

Passed by a vote of yeas and nays this 1st day of March, 2021.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

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

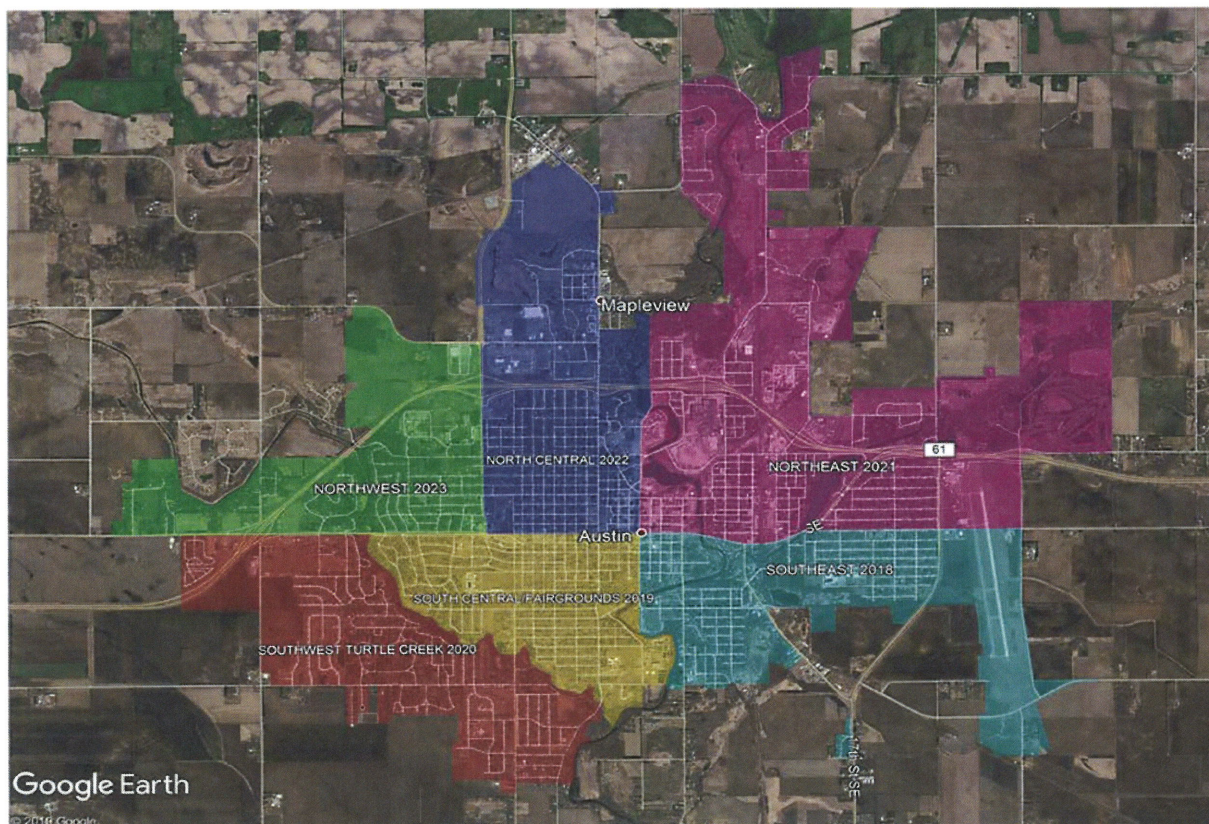


Steven J. Lang, P.E.
City Engr./Public Works Dir.
507-437-9949
Fax 507-437-7101
slang@ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: February 24, 2021
Subject: Inflow & Infiltration Implementation Plan
2021 NE Sector

We implemented our 'Infiltration/Inflow' or 'I/I' program in 2018. To date we have completed work in the SE, SWC and SW sectors. The goal of the program is to reduce clear water from entering the sanitary sewer system through cracks in the sewer mains and manholes, and from private sources such as sump pumps, seepage collection systems (beaver drains), defective service laterals, and roof drains. Removing this clear water will reduce sewage handling and treatment costs, minimize sanitary sewer overflows, and extend the life of upgrades made to the sewer system and treatment facilities and help to keep us in compliance with the MPCA.



This is a 6-year project with specific sectors identified on the map. The Northeast sector is planned for 2021. Work again will consist of televising, sump pump inspections, manhole inspections, smoke testing and management/analysis of all the data. The 2021 Northeast area has about 1900 homes for sump pump inspections and 141,000 feet of sanitary sewer for inspection. These numbers are up slightly from previous sectors in the SE, SWC and SW.

We have received a proposal from WHKS in the amount of \$137,000 to continue their work in the Northeast sector for 2021, televising will be a separate additional contract. Work will include the following:

	<u>2021</u>	<u>2020</u>
• Project Management & Meetings	\$ 6,000	
• Background and Data Review	\$ 1,500	
• Manhole Inspections	\$ 44,500	
• Smoke Testing	\$ 34,500	
• Dye Testing	\$ 2,500	
• CCTV Coordination & Review	\$ 41,000	
• Sump Pump Inspection	\$ 0	83,710
• Analysis, Report & GIS Mapping	\$ 7,000	
• Sanitary Sewer Televising CCTV	\$ 0 (to come later on a separate contract)	
	\$137,000	

The sump pump inspection program was cancelled for the SW Sector in 2020 due to the pandemic. We are planning to reinstate the sump inspection program in July 2021 for the SW Sector. We are currently one sector behind on the sump inspections and will look to catch up on inspections in future years.

A separate contract for sump inspections and sanitary sewer televising will come later.

I would recommend moving forward with WHKS for year four of the sanitary sewer I&I reduction project. This project will be funded using sanitary sewer user fees. If you have any questions, please feel free to contact me.

CIP Budget			
Year	Sector	Estimated Cost	Actual Cost
2018	Southeast	\$350,000	\$351,000
2019	South Central	\$400,000	\$397,265
2020	SW Turtle Creek	\$350,000	\$304,950
2021	Northeast	\$400,000	
2022	North Central	\$400,000	
2023	Northwest	\$350,000	
		\$2,250,000	

RESOLUTION NO.

APPROVING A CONTRACT FOR SANITARY
SEWER INFILTRATION AND INFLOW REDUCTION PROJECT

WHEREAS, the Engineering Department has requested a proposal for a sanitary sewer infiltration and inflow reduction project; and

WHEREAS, the project would include sanitary sewer collection system inspections, sump pump/beaver drain inspections and analysis and CIP recommendations in the "Northeast" sector of the City of Austin; and

WHEREAS, the City of Austin has received a proposal from WHKS in the amount of \$137,000; and

WHEREAS, the Engineering Department recommends extending the contract to WHKS.

NOW THEREFORE, BE IT RESOLVED, that the Austin City Council approves the agreement for contract with WHKS in the amount of \$137,000 for a sanitary sewer infiltration and inflow reduction plan in the "Northeast" sector of the City of Austin.

Passed by a vote of yeas and nays this 1st day of March, 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 J. Lang, P.E.
Date: February 24, 2021
Subject: Cedar River Siphons

We have budgeted in the 2021 CIP for a project to evaluate, rehab or reconstruct the Cedar River Siphons at a total estimated cost of \$500,000. Funding for this project will be covered 50% Local Option Sales Tax and 50% WWTP fund.

The existing siphon was constructed in 1921 to avoid the need for a lift station. The structure has now been in place for 100 years with very little need for maintenance or operational costs. It serves a sewer area bordered by the following:

- Cedar River on the West
- East Side Lake on the East
- Oakland Place on the South
- City Limits on the North

As we work to develop a project for rehab or reconstruction of the siphon, we need to evaluate the current condition of the structures, piping and flow capacity. To do this, we have received a proposal from WHKS in the amount of \$10,000 to complete the following pre-design evaluation:

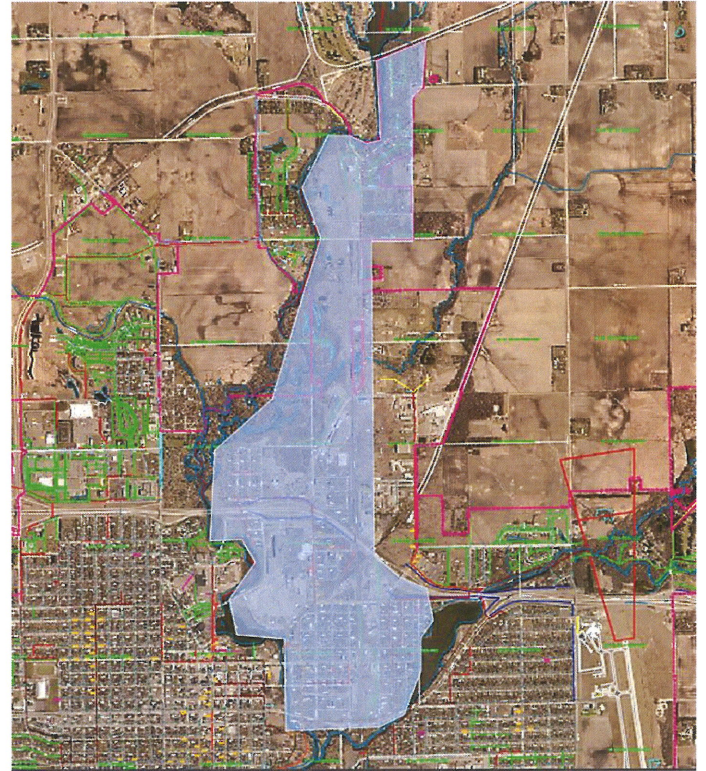
- Project management and coordination
- Siphon hydraulic analysis
- Preliminary cost alternatives for rehabilitation of existing siphon or replacement
- Summary report

We would recommend awarding this project for analysis of the existing siphons to WHKS in the amount of \$10,000 with funding to be split equally between LOST and WWTP funds. If you have any questions, please contact me.

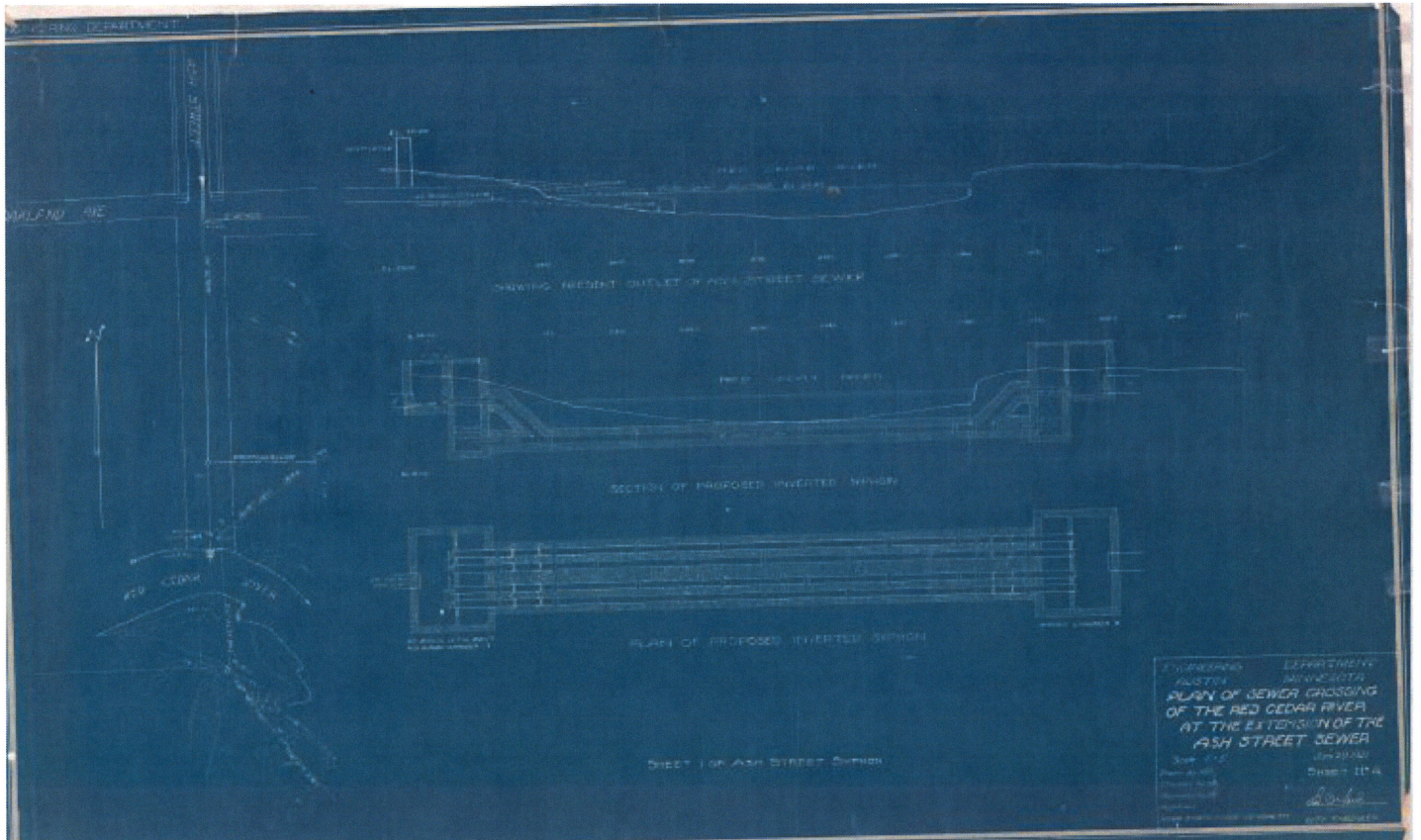
Siphon Location



Sewer Area



Original Drawings



RESOLUTION NO.

**APPROVING ENGINEERING CONSULTING SERVICES
FOR THE EVALUATION OF THE CEDAR RIVER SIPHONS**

WHEREAS, the City of Austin installed siphons across the Cedar River in 1921 for sanitary sewer flow; and

WHEREAS, the structure is in need of rehabilitation or reconstruction and the City needs to evaluate it; and

WHEREAS, the City has received a proposal from WHKS in the amount of \$10,000 for the evaluation of the siphons; and

WHEREAS, the funding for the project would be split between Local Option Sales Tax and Waste Water Treatment Plant Funds.

NOW THEREFORE, BE IT RESOLVED, that the City Council approves the contract in the amount of \$10,000 from WHKS for engineering consulting services for the evaluation of the siphons across the Cedar River.

Passed by a vote of yeas and nays this 1st day of March, 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 J. Lang, P.E.
Date: February 24, 2021
Subject: Hormel Hangar Lease

The City of Austin owns the Austin Municipal Airport and leases out land space for the construction and operation of private hangars. There are currently 12 private hangars located on the airport property. Funds received from the lease of hangar property goes toward operation and maintenance budget for the Airport. In addition, we generate funding from State airport maintenance aid and farm land rentals. In total, we generate about \$90,000 of aid toward the operation and maintenance budget of \$111,000. The remaining \$21,000 comes from local tax levy dollars.

Attached for your consideration is a 10-year lease agreement with Hormel Foods Corporate Services, LLC for the Hormel hangar located at 2209 Oakland Avenue East. This hangar was originally constructed in 2001. The City and Hormel have previously executed two 10-year agreements consistent with the agreement attached. Modifications to the previous agreement include the following:

1. *Leased Premises*
 - *Adjusted the Parking/Roadway square footage from (120 ft x 172 ft) 20,640 sf to an accurate measurement of the parking area and roadway totaling 29,670 sf (see attached map).*
2. *Term of Lease*
 - *June 1, 2021 to May 31, 2031*
3. *Rent*
 - *Applied a 3% increase per year over 5-years to the current \$0.16 Hangar Building rate for a new rate Years 1-5 @ \$0.185 and Years 6-10 @ \$0.214.*
 - *Applied a 3% increase per year over 5-years to the current \$0.14 Aircraft Ramp & Parking/Roadway rate for a new rate Years 1-5 @ \$0.162 and Years 6-10 @ \$0.188.*
14. *Notices*
 - *Revised Lessee from William Snyder to Gary L. Jamison*

Hormel has reviewed this revised lease document and are in agreement with the modifications and terms of the agreement. We would recommend Council approve the new 10-year lease agreement with Hormel Foods Corporate Services, LLC. If you have any questions, please contact me.

AIRPORT LEASE AGREEMENT

This Airport Lease Agreement (this "Lease") is made effective June 1, 2021 by and between the City of Austin, Minnesota, a Minnesota municipal corporation with a principal address of 500 4th Ave NE, Austin, MN 55912 (Lessor), and Hormel Foods Corporate Services, LLC, a Delaware limited liability company with a principal address of 1 Hormel Place, Austin, MN 55912 ("Lessee")

1. **Leased Premises** Lessor hereby leases and demises unto Lessee, and Lessee hereby leases and accepts from Lessor, for the purpose of aviation activities, the following described portion of the Austin Airport:

Plat No. 1A 76,620 sq.ft.

as designated on the map in the City Engineer's Office which is hereby incorporated by reference and made a part of this Lease for the purpose of showing the actual area leased (the "Premises"). The Premises consists of approximately 76,620 sq.ft. as follows:

Hangar Building	160 ft x 120 ft =	19,200 sq.ft.
Aircraft Ramp	185 ft x 150 ft =	27,750 sq.ft.
Parking/Roadway	(varies)	= 29,670 sq.ft.

2. **Term of Lease** This Lease shall be for a term of ten (10) years commencing on June 1, 2021, and ending on May 31, 2031.
3. **Rent** Lessee agrees to pay Lessor as rent for the Premises according to the following rent schedule:

	<u>Years 1-5</u>
Hangar Building	\$0.185 sq.ft. x 19,200 sq.ft. = \$ 3,552.00 Annually
Aircraft Ramp	\$0.162 sq.ft. x 27,750 sq.ft. = \$ 4,495.50
Parking/Roadway	\$0.162 sq.ft. x 29,670 sq.ft. = \$ 4,806.54
	TOTAL RENT \$12,854.04

	<u>Years 6-10</u>
Hangar Building	\$0.214 sq.ft. x 19,200 sq.ft. = \$ 4,108.80 Annually
Aircraft Ramp	\$0.188 sq.ft. x 27,750 sq.ft. = \$ 5,217.00
Parking/Roadway	\$0.188 sq.ft. x 29,670 sq.ft. = \$ 5,577.96
	TOTAL RENT \$14,903.76

The annual rent payment is due in advance on June 1, 2021 and on or before the 1st day of June each year thereafter during the term of this Lease.

4. **Renewal** At least ninety (90) days prior to the expiration of the initial ten-year term of this Lease, Lessee shall give written notice to Lessor of Lessee's intention to either vacate the Premises at the end of the initial Lease term or to renew the Lease. Provided Lessee has not defaulted under any of the terms or conditions of this Lease, Lessee shall have the option to renew this Lease for an additional ten (10) years upon the same terms and conditions herein, except for the rent, which shall be negotiated in good faith and mutually agreed to by the parties. In the event Lessee and Lessor do not mutually agree upon such rent as least thirty (30) days prior to the

expiration of the initial ten-year term of this Lease, then this Lease shall terminate at the end of such initial term.

5. **Use of Premises** Lessee shall use the Premises for aviation related purposes only. Lessee has previously constructed a hangar building on the Premises for its use. Material alterations to said hangar must be submitted to the City Engineer and the Austin Airport Committee for approval. All hangars or other approved construction shall be maintained so that they will not become unsafe or unsightly and shall at all times be kept in good repair.

Any hangar or other approved construction placed on the Premises either before or after the date of this agreement may be removed at Lessee's expense if said removal is made prior to the expiration of this Lease or any renewal thereof. If said hangar or other construction is removed, the Premises shall be restored to substantially the same condition as when leased. Lessee shall be regarded as the owner of said hangar or other construction on the Premises unless left remaining on the Premises more than sixty (60) days after expiration of this Lease, in which event such hangar or other construction shall be deemed abandoned by Lessee and owned by Lessor.

Lessee shall not sell or provide for the sale of aviation fuel, oil or other fuel products or repair and maintenance services to non-Lessee owned or leased aircraft. This clause shall not prevent Lessee from fueling, repairing, or servicing its owned or leased aircraft on the Premises.

6. **Utilities; Roadways and Taxiways; Fuel Tanks** Lessor shall make available utilities (electrical, gas, sewage, and water). The connections to these services will be as per adopted policies of the respective utility provider. Lessor will provide and maintain, at its expense, roadways and taxiways that are not solely used by Lessee for Lessee operation. Lessee shall provide and maintain all taxiways, ramps and access roads that are used specifically for Lessee's operation. Lessor shall provide and maintain, at its expense, one 12,000-gallon capacity aviation fuel tank, pump, and controls to be located on the south side and adjacent to the aircraft ramp. Fueling of Lessee's aircraft will be done by the fixed base operator pursuant to an agreement acceptable to Lessee or, in the absence of such an agreement, by Lessee or by a third party contracted with by Lessee, in either case with the consent of the Lessor.
7. **Lessor's Right of Entry** Lessor shall have the right to enter the Premises at any reasonable time with reasonable advance notice to Lessee for purposes of inspection or in exercise of its governmental function. Said right of entry shall not unreasonably interfere with Lessee's business operations.
8. **Subletting and Assignment** Lessee will not sublet the Premises, or any part thereof, or transfer or assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld. No consent is necessary if Lessee assigns or subleases this Lease to a wholly-owned subsidiary of Lessee.
9. **Hazardous Materials** Lessee shall not construct underground fuel tanks on the Premises, and shall not store any hazardous material or any product, material or equipment which is not incidental to use of the hangar for storage of and/or service to its owned or leased aircraft stored thereon unless written permission therefore is granted by Lessor, and such construction and storage is in accordance with applicable federal, state and local environmental and land use requirements.

Lessee shall not use or conduct its operation on the Premises in such manner as would cause contamination of the Premises and places it in violation of the pollution laws and regulations of either the State of Minnesota, or the United States. Lessee shall immediately cause to be removed or corrected, as may be necessary in order to comply with the laws of the State of Minnesota and/or the United States, any hazardous waste or materials that may intentionally, accidentally or otherwise be deposited or accumulated by Lessee on the Premises.

10. **Legal Compliance** This Lease is subject to, and the parties agree to abide by, all applicable laws and regulations, including without limitation the nondiscrimination regulations contained in 49 Code of Federal Regulations Part 21. Any clause required by law to be included in this Lease is by this reference incorporated into this Lease as if fully set forth herein.
11. **Insurance and Indemnification** Lessee shall, at all times during the term of this Lease and at Lessee's sole expense, obtain and maintain its own property insurance, Workers' Compensation Insurance at statutory limits, and General Liability Insurance. Within ten (10) days of Lessor's written request, Lessee shall provide Lessor with a Certificate of Insurance evidencing said insurance. Lessor acknowledges that Lessee is self-insured, and said self-insurance shall satisfy the requirements of this Section 11.

Each party shall indemnify and hold harmless the other party from any and all liabilities, damages, claims, judgments, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with its negligence, its breach of any of the provisions of this Agreement, or its failure to comply with any applicable laws or regulations, except to the extent such liabilities, damages, claims, judgments, costs or expenses result from the other party's negligence.

12. **Default By Lessee** This Lease is made upon the express condition that if default is made in any of the covenants and agreements contained in this Lease to be kept by Lessee, and such default shall continue for ten (10) days after written notice by Lessor to Lessee in the case of default in payment of any rent herein provided, or for thirty (30) days after written notice by Lessor to Lessee in the case of any other default, then it shall be lawful for Lessor to terminate this Lease and to re-enter and take possession of the Premises and to hold and enjoy the same for the balance of the Lease term. In the event Lessor does terminate this Lease pursuant to this Section 12, Lessee shall be entitled to a proportionate refund of the rent paid in advance for the unused term of this Lease.
13. **Quiet Enjoyment** Lessor agrees that so long as Lessee shall duly and punctually perform and preserve all of the terms, covenants and agreements of this Lease by Lessee to be performed and observed, Lessee shall quietly and peaceably hold, possess and enjoy the Premises for the purposes herein permitted without any hindrance or molestation from Lessor or any person claiming by, through or under Lessor.
14. **Notices** Any notice or other information required or authorized by this Lease to be given by either party to the other may be given by hand with receipt, by reputable express delivery service, or by U.S. Mail sent certified mail, return receipt requested to the other party at the address stated below. Such address may be changed by

either respective party at any time by giving thirty (30) days prior written notice as herein provided. Any notice or information given pursuant to this Section shall be deemed to have been given when received by the party to whom it has been directed.

TO LESSOR: City of Austin
500 4th Ave NE
Austin, MN 55912
Attn: Steven Lang, City Engineer

TO LESSEE: Hormel Foods Corporate Services, LLC
1 Hormel Place
Austin, MN 55912
Attn: Gary L. Jamison

WITH A COPY TO: Hormel Foods Corporation
1 Hormel Place
Austin, MN 55912
Attn: General Counsel

15. **Miscellaneous** This Lease may be amended only in a writing signed by duly authorized representatives of both Lessor and Lessee. This Lease shall bind and inure to the benefit of the parties and their successors and permitted assigns.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first above written.

IN THE PRESENCE OF:

CITY OF AUSTIN
"Lessor"

Witness

By: _____
Print Name: _____
Title: Mayor

Witness

By: _____
Print Name: _____
Title: City Recorder

HORMEL FOODS CORPORATE SERVICES, LLC
"Lessee"

Witness

By: _____
Print Name: _____
Title: _____

Hormel Hangar Site Map
2209 Oakland Ave. East
Date: 02/10/2021



OAKLAND AVENUE EAST

22nd STREET SE

101

2206

101

RESOLUTION NO.

**AIRPORT LEASE AGREEMENT WITH HORMEL FOODS
CORPORATE SERVICES, LLC**

WHEREAS, Hormel Foods Corporate Services, LLC desires to lease a hangar at the Austin Municipal Airport; and

WHEREAS, the lease would be for a total of 76,620 square feet, which includes the hangar building, aircraft ramp and parking and roadway ; and

WHEREAS, the lease would run for a term of 10 years; and

WHEREAS, said lease rates would be as follows:

Year 1 – 5, \$12,854.04 annually (based on square footage)

Year 6 – 10, \$ 14,903.76 annually (based on square footage)

NOW THEREFORE, BE IT RESOLVED THAT the Austin City Council approves said airport lease agreement with Hormel Foods Corporate Services, LLC.

Passed by a vote of Yeas and Nays this 1st day of March, 2021.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin
Craig Clark,
City Administrator



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

March 1, 2020

To: City Council

FROM: Craig D. Clark, Administrator

RE: Tom Dankert Performance Pay Adjustment

The contract the City of Austin entered into with Tom Dankert, Director of Administrative Services in 2002, and updated in 2020 with technical changes and compensation for his efforts to process the Comprehensive Annual Financial Report (CAFR), provide a section that allows for an amount of up to 3 percent for “exceptional service” for his performance the preceding year. Included in the packet is Exhibit 1 that is Mr. Dankert’s current employment agreement and specifically item 16 which references the additional compensation. Council approved this adjustment in past years and he has asked for this consideration for 2020 included as Exhibit 2.

As is stipulated in the employment contract Mr. Dankert is to submit his efforts during the preceding year as well as the goals for 2020. I’ve attached his 2020 recap as well as 2021 goals for your benefit and are included as part of Exhibit 2 as well.

As is further provided in the employment contract the City Administrator is to provide comments to the City Council and recommend a performance payment for his preceding year of service focused on exceptional efforts.

Tom Dankert provided valuable service in dealing with the budgetary implications related to the implementation of the compensation and classification study. Volatility and the decrease in interest earnings has been a key consideration for Mr. Dankert to track over the last year and respond to the decline in revenue. Ensuring the COVID CARES funding was transferred into the City budget was another important effort and the steps Mr. Dankert took to ensure we continued to have flexibility to deal with the uncertainty of the pandemic were appreciated. Ensuring a

clean audit has become a natural expectation under Mr. Dankert leadership and we trust the financial affairs of the City are in good hands.

With these and many other points, I would recommend to the City Council the 3 percent lump sum payment of \$3,847.19 as provided in Mr. Dankert's contract. This decision is left for the City Council and I look for your final direction.

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



Phone: 507-437-9940

www.ci.austin.mn.us

MEMO

TO: Craig Clark, City Administrator

FROM: Tom Dankert ^{TDB}

DATE: January 28, 2021

SUBJECT: Annual Goals
U:\Word\2021\Miscellaneous\Goals Dankert 2020 - memo.doc

Section 16 of my Employment Agreement (attached) lists the eligibility to receive an extra 3% compensation as exceptional service pay. I would request Council to review Section 16 and make a determination as is their option for the 2020 year that just ended.

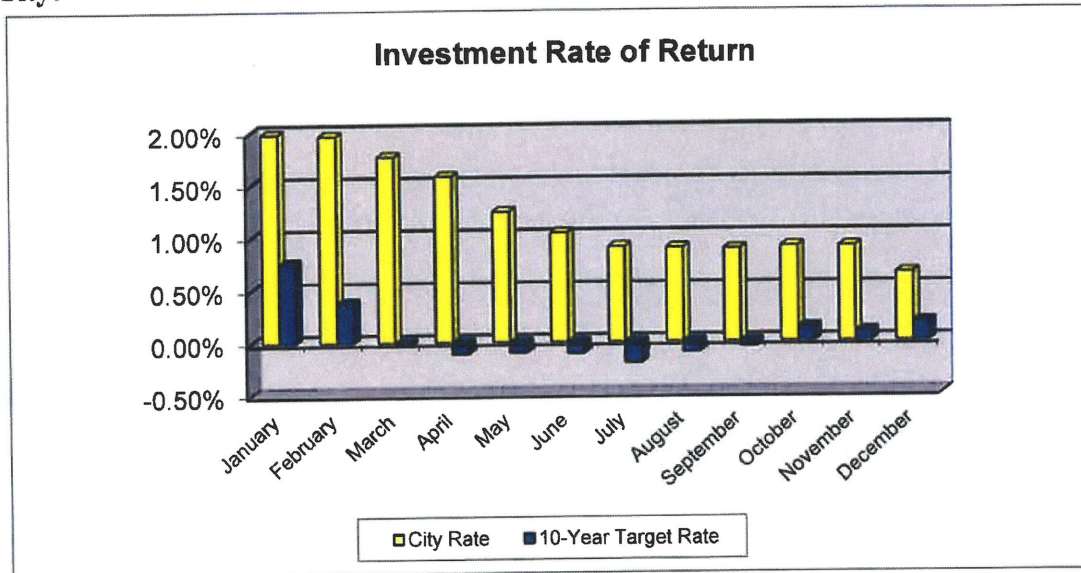
Part of this requirement is to forward to the City Council a result of my goals for the prior year, and a list of goals for the upcoming year. In the past, I have provided something like the attached (most years it went directly to the retreat) for goals. Some years Council did an evaluation on me (and also the City Administrator). Whatever method Council would like to use is fine with me, however no evaluations happened in calendar year 2020.

Thanks, and please call if you have any questions.

FINANCE DEPARTMENT UPDATE

Results of 2020:

City:



- The volatility and sudden drop in short-term interest rates had a definite impact on the interest earnings and rate-of-return on the investments that the City of Austin has. However, we were able to exceed our target each month. Unfortunately, we expect low interest rates to exist for a few more years, as even 5-year agencies are running around 0.37% (that means locking your money up for five years to earn .0037 for every dollar invested). A few years ago, we were at least getting 2% on this money.
- The 2019 audit resulted in no audit findings or findings of non-compliance, and the Certificate of Achievement Award for Financial Reporting was received by the City for the 35th consecutive year. The Port Authority also did not have any findings of non-compliance.
- 2021 budget and 5-Year Capital Improvement Plan have been approved by council and is currently being implemented by staff. The budget included massive reductions in order to cover the costs related to the Comp. and Class implementation.
- The Finance staff continued to shift job duties during the months of December and January in an attempt to alleviate some of the stress and overtime related to the processing of payroll, accounts payable, ACA reporting, 1099's, and W2's. We once again survived and plan on doing this annually.
- We have had limited involvement with the expansion of the Wastewater Treatment Plant in Finance, but have been in on the planning stages of the nearly \$80 million expansion.
- Worked through the final negotiations with unsigned bargaining units, and completed the necessary changes to the 2020 budget to implement the Comp and Class costs.
- Successfully completed the reporting requirements for the use of Covid-19 federal dollars that were passed through the State of Minnesota, including lobbying the League of

Minnesota Cities to coordinate a Minnesota municipal effort to get the usage rules clarified and finalized such that decisions could be made on a local level.

2021 Goals:

1. Maintain the Cash and Investment Rate of Return at or above the rate of the 10-Year Treasury bond, less 0.75%. As market rates continue to decrease, finding the right legal investment to place the citizen's money in continues to challenge us. Needing to keep short term cash at roughly 30%-40% of the total portfolio in a period of unpredictable rates may prove to be a challenge.
2. Work with the auditors for the 2020 audit, with no findings of non-compliance and another year of receiving the Certificate of Achievement in Financial Reporting for our Comprehensive Annual Financial Report (CAFR). It appears half of the audit staff will be new for the 2020 audit, so this will continue to tax on our department staff time.
3. Complete the budget preparation and 5-Year Capital Improvement Plan on a timely basis (dependent upon receipt of documents from affected stakeholders) in a method that is approved by a majority of the elected officials.
4. Work with staff and Hormel Foods Corporation on the financing of the estimated \$78 million of improvements needed for the wastewater treatment plant. This will be the single largest project Austin has ever done, and cash flowing and financing this project will be instrumental in ensuring a successful project. This assumes the project is not delayed in an effort to secure more State Bonding money.
5. Work on implementing some sort of electronic timesheet process. Automating this process would help in the processing of bi-weekly payroll but will require massive buy-in from employees and department heads as approvals will be needed on a more timely basis.
6. Continue to help the Austin Parttime Firefighters Relief Association update their bylaws, watch legislative attempts to amend Fire State Aid allocations, and continue to help with the monitoring of their cash and investments in an effort to make their annual audit as seamless as possible.
7. Continue to work on the flood and airport grants for timely drawdowns and monitoring of such to ensure all dollars are accounted for in the reimbursements.
8. Continue to offer help (financial modeling) to the Housing and Redevelopment Authority in their efforts around the housing shortage in Austin. This includes running tax increment projections and helping them put together proposals with potential developers.

RESOLUTION NO.

**RESOLUTION AWARDED DIRECTOR OF ADMINISTRATIVE SERVICES
A LUMP SUM PAYMENT FOR 2020 EXCEPTIONAL SERVICE**

WHEREAS, Resolution No. 16050, dated April 20, 2020, serves as an employment agreement for the Director of Administrative Services Tom Dankert; and

WHEREAS, paragraph 16 of said agreement allows for the consideration of additional compensation in an annual lump sum payment not to exceed 3% of the preceding fiscal year's regular annual salary for exceptional service; and

WHEREAS, the City Council concurs with the recommendation of the City Administrator to award a 3% lump sum 2020 exceptional service payment; and

NOW, THEREFORE, BE IT RESOLVED, that a one-time lump sum payment of \$3,847.19 for exceptional service in 2020, as provided for in paragraph 16 of the Director of Administrative Services employment agreement, be given.

Passed by a vote of Yeas and Nays on this 1st day of March 2021

YEAS _____

NAYS _____

ATTEST:

APPROVED:

City Recorder

Mayor

EMPLOYMENT AGREEMENT FOR TOM DANKERT

Agreement made this 20th day of April, 2020, between the City of Austin, a Municipal Corporation under the laws of the State of Minnesota, hereinafter referred to as the "City" and Tom Dankert, 2800 8th Avenue SW, Austin, Minnesota, hereinafter referred to as "Dankert".

1. The City employs Dankert and Dankert accepts employment upon the terms and conditions of this Agreement.
2. The term of this Agreement shall effectively begin on January 1, 2002, and Dankert shall continue thereafter as a full time at-will employee of the City until and unless terminated by either City or Dankert or by Dankert retiring voluntarily.
3. The annual salary to be paid Dankert will be as outlined on the City of Austin's base pay plan attached as reference. The City Council shall provide a performance review annually each year. In the event Dankert receives a satisfactory performance review at the end of twelve months, the City Council will provide an adjustment to Dankert's salary in accordance with the results of that review as determined by the City Council.
4. Dankert will be entitled to participate in PERA (Public Employees Retirement Association Fund). In addition, Dankert will be permitted to participate in the Deferred Compensation plan as may be made available to employees of City.
5. The City will make available to Dankert a comprehensive health insurance program similar to that provided to other City of Austin employees during his employment and during his retirement from the City of Austin should he choose to retire from the City of Austin. Said health coverage terms and monthly premium charged by the City of Austin to Dankert after retirement to be the same as for all other retired former City employees. The City will also make available to Dankert income protection (60% of income--maximum \$4,000.00 per month) and life insurance (\$40,000.00 policy) available to him on the same basis as they are made available to other City employees with the City paying 40% of the income protection insurance premium and Dankert paying 60% of the premium, and the City paying 100% of the life insurance premium. Dankert will contribute to health insurance in the future as may be required of other non-union City employees and as may be adjusted by the City Council from time to time.
6. Dankert shall be entitled to eleven paid holidays.
7. Dankert shall be entitled to 25 days of vacation days in calendar year 2020. Effective January 1, 2021 and going forward, Dankert shall be entitled to 30 days of vacation.
8. Dankert will accumulate sick leave days at the same rate as other non-union employees. Upon retirement from the City of Austin Dankert shall be entitled to payment of his unused accumulated sick leave at 100% of accumulation, which shall not exceed an amount equivalent of one year of pay.

9. The City will provide Dankert \$400.00 per month car allowance to compensate him for the use of his personal car for City business.
10. Dankert shall be entitled to such bereavement leave as provided to other non-union employees.
11. Dankert will be reimbursed for business expenses relating to City activities including local conferences, seminars, Chamber of Commerce, service clubs and other activities as may be authorized by the City Council from time to time.
12. The City will reimburse Dankert for his dues, subscriptions and conferences attended at the Minnesota Society of CPAs, AICPA, Minnesota GFOA, National GFOA, the League of Minnesota Cities and the National League of Cities to the extent those items are budgeted and approved by the City Council from time to time. Other professional development programs and seminars will be provided for in accordance with the budget provisions and subject to the approval of the City Council.
13. Dankert shall be considered a fulltime employee of the City. The City Council reserves the right to terminate Dankert's employment as Director of Administrative Services at any time with or without cause. Upon termination by the City, either with or without cause, Dankert shall be entitled to receive his weekly pay for a total of 180 days as severance pay. If Dankert determines to resign voluntarily from his employment with the City, he will be required to give a minimum of 45 days' notice but will not be entitled to severance pay unless he retires pursuant to the retirement provisions of the PERA in which event he shall be entitled to payment of his unused accumulated sick leave at 100% of accumulation, which shall not exceed an amount equivalent of one year of pay.
14. Dankert shall have such duties as are set forth in the City of Austin Administrative Services Director's job description attached hereto and made a part hereof and in addition thereto such duties as are delegated to the Director of Administrative Services and such other duties as may be assigned to the Director of Administrative Services from time to time by the City Council of the City of Austin.
15. The City reserves the right to revise and amend the fringe benefits provided in this agreement, i.e., insurance, sick leave, vacation, holidays, expense reimbursement, etc., to be consistent with benefits provided to other City supervisory personnel or to change said agreement as may be mutually agreeable between the parties hereto.
16. For each fiscal year during the term of this Employment Agreement, Dankert shall be eligible to receive, as additional compensation, an annual lump sum payment in an amount not to exceed 3% of his preceding fiscal year's regular annual salary, said amount to be considered as payment for exceptional service rendered by Dankert during his preceding year of employment with the City. The award of said exceptional service payment to Dankert by the City shall be set by the City Council within its sole and continuing discretion, it being acknowledged and agreed that the City is not obligated to award such exceptional service payment at any time during the term of this Employment Agreement. In order to assist the

City Council in evaluating the performance of Dankert during a preceding fiscal year, Dankert shall, within 30 days of the year-end completion or March 1 whichever is sooner, provide to the City Council a written statement of goals to be accomplished by Dankert during the next fiscal year. The City Council shall acknowledge and approve the statement of goals submitted by Dankert. Within 30 days of the conclusion of said fiscal year, Dankert shall submit to the City Council and the City Administrator a written report setting forth the status of each goal to be accomplished and the efforts and service rendered by Dankert to effectuate said goals. The foregoing report shall be reviewed by the City Administrator, whose comments, along with said report, shall be reviewed by the City Council for its recommendation on whether or not the City should award to Dankert additional payment for exceptional service rendered during the preceding fiscal year. Said recommendation shall be made within 30 days of the submission of the report from Dankert.

17. In consideration of the hybrid position of the Director of Administrative Services and the additional tasks performed by Dankert, an additional \$12,000 of compensation is due and payable as regular compensation in the first payroll period of July of each year as a lump sum payment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20th day of April, 2020.

CITY OF AUSTIN

BY: 

Its: Mayor

BY: 

Its: Administrative Services Director

BY: 

Its: City Administrator


Tom Dankert

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

Memorandum

To: Mayor and City Council
From: Holly Wallace, Planning & Zoning Administrator
Subject: Requested Minor Subdivision of Property petitioned by Henderson
Date: February 25, 2021

Please find for your review a resolution and aerial of approximately 0.6 acres of platted property, which has been petitioned to combine three lots in an existing subdivision. The applicant has a buyer who wishes to build a residential home on the lots.

This proposed subdivision has been reviewed by city staff and utilities, only noting the existing easements be maintained. The buyer and seller are aware of the easement restrictions.

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, Hal Henderson, has requested a waiver of the platting requirements under Section 13.40 of the Austin City Code in order to accommodate residential development of parcels 34.786.0020, 34.786.0080, and 34.786.0090, West Ridge Estates, also described as:

Lot 2, Lot 8, and Lot 9, Block 1, Westridge Estates , a replat of Block 2, Pine Manor Additions to the City of Austin, Mower County Minnesota.

WHEREAS, this area is well defined and will combine three 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 March 2021.

YEAS _____

NAYS _____

ATTEST:

APPROVED:

City Recorder

Mayor



PARKS, RECREATION, FORESTRY DEPARTMENT & ARENAS

500 4TH Avenue NE Austin, Minnesota 55912

507-433-1881

Kevin D. Nelson, Director

www.ci.austin.mn.us

JAY C. HORMEL NATURE CENTER

1304 NE 21ST Street

507-437-7519 Fax 507-437-8246

J. Luke Reese, Naturalist

www.hormelnaturecenter.org

To: Mayor King and Council

Date: February 24, 2021

Re: Requested partial forbearance of Bruins lease amount incurred since the start of the pandemic

Craig Clark and Kevin Nelson discussed with Mr. Cooper in mid-February the amounts due and those paid for Riverside Arena use by the Bruins since the pandemic disrupted their operations last March. The Bruins have experienced many months of restricted usage, even more restricted usage, plus a stretch from late November until early January where no ice use was allowed, not even for practices. Thus, because Bruins' arena (ice) time is based upon a lease agreement, a lease designed for both practices and games, games for which they plan/hope for a solid attendance for business revenue, we visited regarding a request from Bruins' management for a partial forbearance of the amount due. Ultimately, we agreed, contingent upon council approval, on an amount which is approximately 45 percent of which it would have been, forbearing \$21,197.25, and then invoicing them the remaining \$17,296.

According to Bruins management, without the adjustment, they suffered losses in 2020 of \$54,856.23 when compared to 2019. Gross revenue was down \$192,379 for 2020 and with attendance still being capped at what was 150 and now 250, they reportedly will continue to lose money at every home game. Bruins' management have pushed a lot of their home games to later in the season, hoping for better attendance; there is obviously a lot of uncertainty as the pandemic continues to unfold and peoples' comfort levels continue to adjust as to which public event(s) they will venture out to attend. Quite understandably, Bruins' sponsorship revenue has been impacted as well, as these businesses have faced their own challenges. We're hopeful, that as the economy continues to open up, businesses will feel comfortable sponsoring the Bruins again, and that public attendance will rebound.

A request was made in January, that council might consider an extension of the ice season at Packer Arena, so that AYHA and MCCCC could have some additional (actually replacement) ice time for some of which was missed these past months. In a heartfelt move, the council unanimously chose to support the extension, knowing full well that there could be some additional (City) expense, but also indicating that the program(s) participants had suffered, and that this gesture could provide them with a little Covid-19 relief. The request from the Bruins', although on a larger scale, is seeking similar Covid-19 relief, that of forbearance of just over half of what their lease amount would have been from March 2020 through January 2021. Amounts paid and otherwise owed since last March are indicated on the attached invoice. It is asked that council take into consideration the request for forbearance of \$21,197.25.

Thank you.

Kevin Nelson

INVOICE

AUSTIN PARKS, RECREATION, AND FORESTRY DEPT.
500 NE 4 AVENUE
AUSTIN MN 55912
507-433-1881

Austin Bruins
February 1, 2021

January ice 2020 – PAID	\$6,351.00
February ice 2020 – PAID	\$6,351.00

COVID CALCULATIONS:

March ice 2020	\$6,351.00
March ice paid	(\$2,247.75)
September ice 2020	\$6,478.00
October ice 2020	\$6,478.00
November ice 2020	\$6,478.00
December ice 2020	\$6,478.00
January ice 2021	\$6,478.00
Contract line item C; season 2019-2020	\$1,000.00
Contract line item C; season 2020-2021	<u>\$1,000.00</u>
Original Balance Due	\$38,493.25

Less: Requested Council Adjustment	<u>(\$21,197.25)</u>
Adjusted Balance Due	<u>\$17,296.00</u>

Thank You!

City of Austin
Zoning Department



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

Memorandum

To: Mayor and City Council

Cc: Maria Hernandez
1011 7th Ave NE, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 408 2nd St SE, Hernandez Property

Date: February 26, 2021

May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of refuse and junk at 408 2nd St SE. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

City of Austin
Zoning Department



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

February 4th, 2021

Maria Hernandez
1011 7th Ave NE
Austin, MN 55912

RE: Zoning Violations at 408 2nd St SE, Austin, MN 55912

Dear Maria:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on February 3rd, 2021 at this site and the following issues need to be resolved:

1. Remove all junk/garbage from property

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

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

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

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

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

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

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

B. *Public nuisances affecting health*

5. Accumulations of manure, refuse or other debris;

D. *Public nuisances affecting peace and safety.*

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

City Code Section 10.14, Subd. 4(E-G)
NOTICE AND ABATEMENT.

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

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

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

City Code Section 10.14, Subd. 5:

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

City Code Section 10.14, Subd. 6:

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


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

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

Sincerely,




Brent Johnson
Zoning Inspector

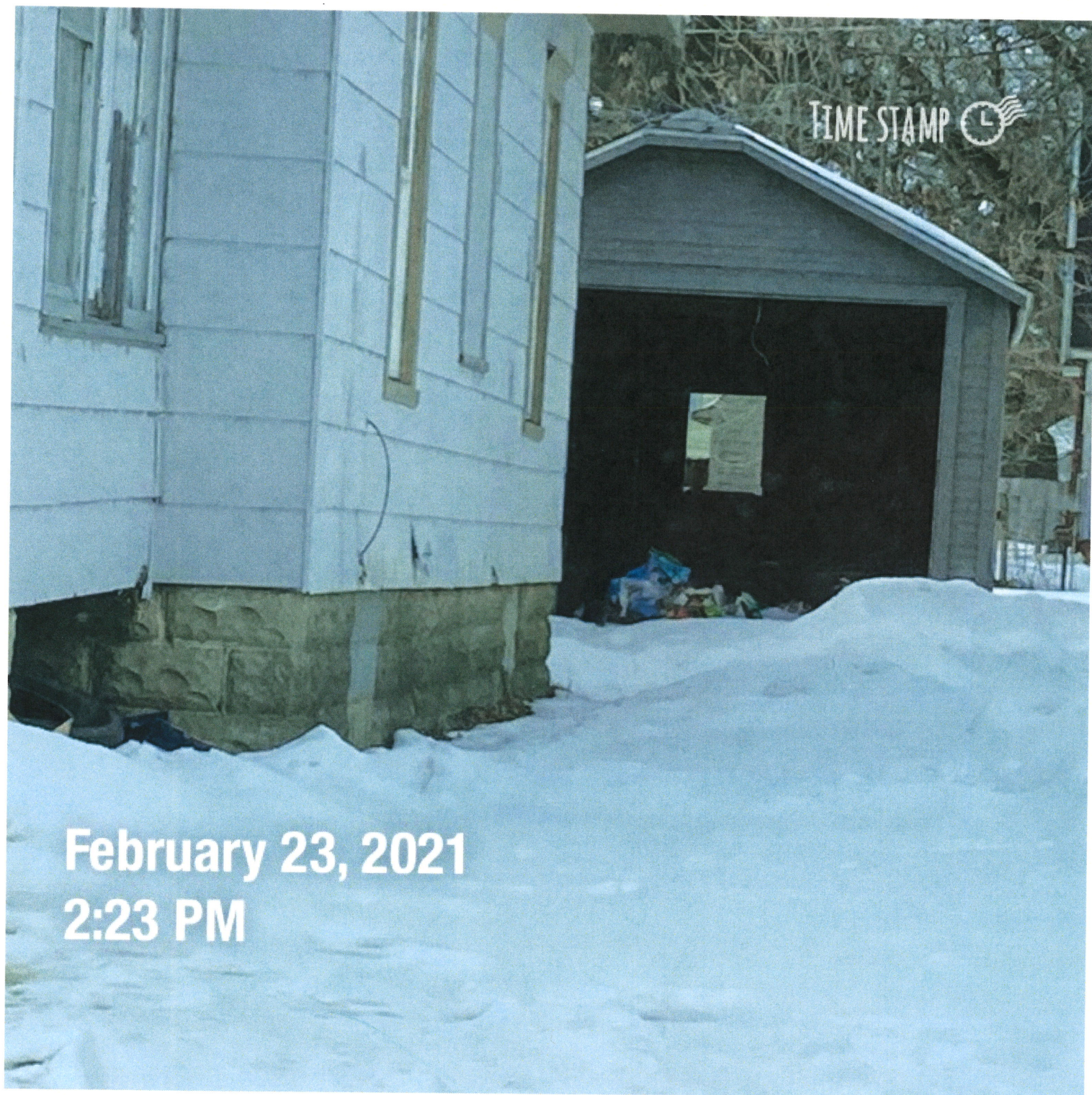


2:23 PM

February 23, 2021

Time Stamp 

408 2nd St SE



February 23, 2021
2:23 PM

408 2nd St SE