

A G E N D A
CITY COUNCIL MEETING
MONDAY, NOVEMBER 15, 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 November 1, 2021

3. Recognitions and Awards.

(mot) 4. *Consent Agenda

Licenses:

Right of Way: Choice Heating and Air Conditioning, LLC, Racine

Claims:

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

BID OPENING AND AWARD

5. Receiving bids for EQ/digester cover replacement project. (*backup to follow*)

(res) a. Approving an agreement with Hormel Foods.

(res) b. Awarding bid.

(res) c. Approving a design services contract with SEH.

PETITIONS AND REQUESTS:

(res) 6. Setting a public hearing for December 20, 2021 for the adoption of the 5-year Capital Improvement Plan.

(mot) 7. Authorizing the City Recorder to sign a waiver stating the City does not waive statutory tort limits.

(res) 8. Granting 2022 off-sale licenses, club on-sale licenses and wine on-sale licenses.

(res) 9. Setting polling locations for 2022 elections.

(mot) 10. Reappointing Mary Lindgren to the Austin-Mower County Homeownership Fund, term expiring December 31, 2024.

(mot) 11. Authorizing billing Gregory and Cynthia Low \$7,906.64 for 2016 street improvements.

(mot) 12. Authorizing \$20,000 of Parks equipment capital dollars for a replacement playground surface.

- 13. Reviewing a lot split request from First United Methodist Church.
 - (res) a. Approve or deny lot split request.
- (mot) 14. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 204 4th Street SE, Hernandez Property.

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator
City Council

- (mot) Adjourn to **Monday, December 6, 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
November 1, 2021
5:30 PM
Council Chambers

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

MEMBERS ABSENT: Council Member Oballa Oballa

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

STAFF APPEARING ELECTRONICALLY: Assistant City Engineer Mitch Wenum, Fire Chief Jim McCoy, Planning and Zoning Administrator Holly Wallace, Park and Rec Director Kevin Nelson, Human Resources Director Trish Wiechmann, City Attorney Craig Byram and City Clerk Ann Kasel

OTHERS APPEARING ELECTRONICALLY:

APPEARING IN PERSON: Honorary Council Member Kris Heichel, Representative Patti Mueller, Senator Gene Dornink, Counselors of Real Estate, Public

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

Additions to the Agenda:

Recognitions and Awards

Senator Gene Dornink and Representative Patti Mueller

Consent Agenda:

Licenses

Lodging Establishment: Rahilly Guest House, 208 2nd Avenue SW

Temporary Liquor: Austin Area Commission for the Arts on December 3, 2021

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

Moved by Council Member Fischer, seconded by Council Member Waller, approving Council minutes from October 18, 2021. Carried.

RECOGNITIONS AND AWARDS

Mayor King requested the City dedicate Conference Room B as the Bonnie Besse Rietz conference room.

Moved by Council Member-at-Large Austin, seconded by Council Member Baskin, dedicating the Bonnie Besse Rietz conference room. Carried 6-0.

Senator Gene Dornink thanked for the Council having him and provided a recap of the 2021 legislative session stating that he works on the bonding committee. Representative Patti Mueller stated she is working on getting kids apprenticeships and is striving for family child care.

Mayor King thanked them both for their work.

The Counselors of Real Estate Group introduced themselves stating that they will be acting as consultants for the City's real estate issues.

CONSENT AGENDA

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

Licenses:

Massage Therapist: Eh Soe, 811 7th Avenue SW

Lodging Establishment: Rahilly Guest House, 208 2nd Avenue SW

Temporary Liquor: Austin Area Commission for the Arts on December 3, 2021

Claims:

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

Appointments:

Appointing Council Member Poshusta to the SMART Transit Advisory Committee.

Appointing Council Member Fisher to the Senior Center Board

Carried.

PETITIONS AND REQUESTS

Moved by Council Member Baskin, seconded by Council Member Postma, adopting a resolution accepting donations to the City of Austin. Carried 6-0.

Assistant City Engineer Mitch Wenum requested the Council approve the stormwater rates.

Moved by Council Member Postma, seconded by Council Member Fischer, adopting a resolution adopting storm water management fees. Carried 6-0.

Assistant City Engineer Mitch Wenum requested the Council approve an airport maintenance and operations grant from MnDOT Aeronautics for fiscal years 2022 and 2023. The grant is in the amount of \$51,075 per year and would reimburse the City up to 75% of maintenance costs at the airport.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution approving an airport maintenance and operations agreement with MnDOT. Carried 6-0.

Assistant City Engineer Mitch Wenum requested the Council approve a cooperative construction agreement with MnDOT for a project on Hwy 105/12th Street SW from the Turtle Creek Bridge to the City limits. The total estimated construction cost is \$4 million dollars with \$66,162.15 being allocated to the City. The City portion will be covered by grants, assessments, Austin Utilities and the street fund.

Moved by Council Member Baskin, seconded by Council Member Postma, adopting a resolution approving a project agreement for the Highway 105/12th Street SW project with MnDOT. Carried 6-0.

Assistant City Engineer Mitch Wenum stated a prescriptive easement is required for the 21st Avenue NE and 11th Street NE public right-of-way to make the roads eligible for a federal street reconstruction project planned for 2022.

City Attorney Craig Byram stated the road has been used by the public for over six years so the road is a dedicated right of way. The resolution will be recorded as proof of ownership.

Moved by Council Member Fischer, seconded by Council Member Baskin, adopting a resolution approving a 21st Avenue NW and 11th Street NE prescriptive easement. Carried 6-0.

Assistant City Engineer Mitch Wenum stated the City requested a proposal from SEH, Inc. for zoning updates at the Austin Municipal Airport to allow for a runway expansion. He stated the project needs to meet FAA requirements and SEH provided an estimate in the amount of \$48,700. The project would be funded via a 70% MnDOT grant and 30% with the local airport fund. He requested the Council approve the contract with SEH, Inc., subject to the acceptance of a MnDOT State grant.

Moved by Council Member Poshusta, seconded by Council Member Fischer, adopting a resolution approving a contract with SEH for airport rezoning. Carried 6-0.

City Administrator Craig Clark requested the Council approve a modified grant agreement with the State of Minnesota for the public television station operated by KSMQ. The agreement would extend the completion date from February 28, 2022 to December 31, 2022 and allow for additional costs in the amount of \$399,000 which would be the responsibility of KSMQ.

Moved by Council Member Postma, seconded by Council Member Waller, adopting a resolution approving an amendment to the grant agreement for the construction of a public television station. Carried 6-0.

Moved by Council Member Fischer, seconded by Council Member Poshusta, adopting a resolution granting a transfer of an on-sale liquor license to Cuatro Copas Bar & Lounge, LLC. Carried 6-0.

Planning and Zoning Administrator Holly Wallace requested the Council adopt a resolution assuming the authority to enforce the parcel transfer and division restrictions of Minnesota Statutes 272.162. She stated the Mower County Recorder will record documents that are in the correct format without additional approvals from the local jurisdictions. The Council could adopt the statute which would require that Mower County cannot process any divisions of property without the City approval.

Council Member Baskin asked if there are extra time or costs for the public.

Ms. Wallace stated property owners can contact the City ahead of time to make the process smoother. She noted that in the zoning code update there would be administrative approval for minor splits.

Moved by Council Member Postma, seconded by Council Member Poshusta, adopting a resolution adopting Minn. Statute section 272.162 to enforce parcel transfer and division restrictions. Carried 6-0.

Moved by Council Member Fischer, seconded by Council Member Poshusta, adopting a resolution declaring the property at 807 9th Street NE a hazardous structure. Carried 6-0.

Moved by Council Member Fischer, seconded by Council Member Waller, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 106 11th Street NE, Nelson Property. Carried.

CITIZENS ADDRESSING THE COUNCIL

Elaine Hansen with the Chamber of Commerce stated the Chamber plans on doing the annual lighting contest again.

REPORTS

City Administrator Craig Clark stated the Velocity Group will meet November 9th from noon to 1 p.m.

Council Member Postma thanked the public for attending the Austin Symphony Orchestra concert.

Council Member Poshusta appreciated naming the conference room after Bonnie Rietz.

Moved by Council Member Fischer, seconded by Council Member Waller, adjourning the meeting to November 15, 2021. Carried.

Adjourned: 6:15 p.m.

Approved: November 15, 2021

Mayor: _____

City Recorder: _____

PCITY OF AUSTIN
STATE OF MINNESOTA

RESOLUTION NO.

RESOLUTION CALLING FOR A PUBLIC HEARING ON THE
ADOPTION OF THE 5-YEAR CAPITAL IMPROVEMENT PLAN
PURSUANT TO MINNESOTA STATUTES, SECTION 475.521

BE IT RESOLVED by the City Council of the City of Austin, Minnesota (the City), as follows:

1. Adoption of the 5-Year Capital Improvement Plan 2022-2026. A 5-Year Capital Improvement Plan 2022-2026 (the CIP) has been prepared pursuant to Minnesota Statutes, Section 475.521. The CIP covers a five-year period beginning with the date of its adoption; sets forth the estimated schedule, timing, and details of specific capital improvements by year, together with the estimated cost, the need for the improvement, and sources of revenue to pay for the improvement. The CIP must be approved by the City Council following published notice and a public hearing. Accordingly, it has been proposed that the City Council hold a public hearing, on December 20, 2021 in order to adopt the CIP.

2. Public Hearing. A public hearing is hereby scheduled to be held on the adoption of the CIP at 5:30 pm on Monday, December 20, 2021 at the Austin City Hall, 500 Fourth Avenue N.E., Austin, Minnesota. The Director of Administrative Services is hereby authorized and directed to cause notice of such public hearing to be published in the official newspaper of the City not less than fourteen (14) days nor more than twenty-eight (28) days prior to the date of the hearing.

Approved by the City Council this 15th day of November, 2021.

YEAS

NAYS

Approved:

Mayor

Attest:

City Recorder

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



Phone: 507-437-9940

www.ci.austin.mn.us

MEMO

TO: Mayor and City Council
FROM: Thomas Dankert *TD*
Director of Administrative Services
DATE: November 10, 2021
SUBJECT: Insurance Waiver for 2022
<U:\Word2021\Miscellaneous\Insurance Waiver for 2022.doc>

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

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

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



LIABILITY COVERAGE – WAIVER FORM

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

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

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

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

LMCIT Member Name:
City of Austin

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

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

Date of member's governing body meeting: _____

Signature: _____ Position: _____

RESOLUTION NO.

**GRANTING OFF-SALE LIQUOR LICENSES, CLUB ON-SALE LICENSES, WINE /STRONG BEER
ON-SALE LICENSES, AND BREWER OFF-SALE MALT LIQUOR LICENSES**

WHEREAS, the persons hereinafter named have applied to the City Council at Austin, Minnesota, for licenses to sell off-sale hard liquor, club on-sale hard liquor, wine/strong beer on-sale and brewer off-sale malt liquor at the respective addresses listed below; and

WHEREAS, after due investigation, it appears said applicants for said licenses for sale of off-sale hard liquor, club on-sale hard liquor, wine/strong beer on-sale and brewer off-sale malt liquor licenses have complied with all the provisions of the law relative thereto and are entitled to have licenses issued to them for the addresses listed opposite their names.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Austin, Minnesota does hereby grant licenses for the sale of off-sale hard liquor, club on-sale, wine/strong beer on-sale and brewer off-sale malt liquor to the following named licenses at the following locations in Austin, Minnesota, which licenses shall expire December 31, 2022, subject, however, to approval of the Minnesota Alcohol & Gambling Enforcement Division.

OFF-SALE HARD LIQUOR LICENSES:

CARS Enterprise LLC	dba Bell Liquor Store 200 S. Main Street
Kolokithas & Sons, Inc.	dba Apollo Liquors 903 W. Oakland Avenue
RAS Enterprise LLC	dba Cheers Liquor 502 12th Avenue NW
Walmart Stores, Inc.	dba Walmart Supercenter #4257 1000 18th Avenue NW
Hy-Vee, Inc.	dba Hy-Vee Wine & Spirits 1307 18th Avenue NW, Suite B
Star Liquor of Austin, Inc.	dba Star Liquor 205 11th Street NE

CLUB ON-SALE HARD LIQUOR LICENSES

American Legion Post 91	809 12th Street SW & east parking lot
Austin Area Commission for the Arts	300 North Main Street
Austin Country Club, Inc.	1202 28th Street NE
Fraternal Order of Eagles 703	107 11th Street NE & patio on north
Veterans of Foreign Wars Post 1216	300 4th Avenue NE & owned parking lot
Hormel Historic Home, Inc.	208 4th Avenue NW

WINE ON-SALE/ STRONG BEER LICENSES

Steve's Pizza, LLC	dba Steve's Pizza 421 North Main Street
Piggy Blue's Bar-B-Que, Inc.	dba Piggy Blue's Bar-B-Que 323 North Main Street
Tienda Y Taqueria Guerrero, Inc.	dba Tienda Y Taqueria Guerrero 301-D 4th Avenue NE
Kenneth J. Knutson	dba Kenny's Oak Grill 307 West Oakland Avenue
George's Pizza LLC	dba George's Pizza 209 North Main Street

BREWER OFF-SALE MALT LIQUOR LICENSE

K & J Holdings, LLC	dba Angry Hog Brewery & Taproom 500 23 rd Avenue NW
Gravity Storm Brewery Cooperative	309 N. Main Street

Passed by a vote of yeas and nays this 15th day of November, 2021.

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor

City of Austin
City Clerk, Ann M. Kasel



500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773
Phone: 507-437-9943
Fax: 507-434-7197
www.ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Ann M. Kasel, City Clerk
Date: November 5, 2021
Subject: Election Locations

The legislature requires cities set their polling locations by December 31st of every year. Therefore, I would request you approve the attached resolution setting polling locations in the City.

Please let me know if you have any questions. Thank you.

RESOLUTION NO.

**DESIGNATING ALL POLLING LOCATIONS FOR 2022 CITY, UTILITY,
SCHOOL DISTRICT, COUNTY, STATE AND FEDERAL ELECTIONS**

BE IT RESOLVED, by the City Council of the City of Austin, Minnesota, that following locations shall be set as voting places for future City, Utility, School District, County, and State Elections:

FIRST WARD

First Election Precinct - Voting Place: City Council Chambers – City Hall
Second Election Precinct - Voting Place: Austin High School, Hastings Gym

SECOND WARD

First Election Precinct - Voting Place: Southgate School
Second Election Precinct - Voting Place: Banfield School

THIRD WARD

First Election Precinct - Voting Place: Mower County Senior Citizen Center
Second Election Precinct - Voting Place: Ellis Middle School

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to certify these locations to the Mower County Auditor per Minn. Statute 204B.16

Passed by a vote of Yeas and Nays this 15th day of November, 2021

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

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



Phone: 507-437-9940

www.ci.austin.mn.us

TO: Mayor and City Council
TOD
FROM: Tom Dankert
DATE: November 15, 2021
RE: Austin-Mower County Homeownership Fund
S:\A-MC HF\2021\Miscellaneous\Lindgren DCA Board appointment.doc

The term of Mary Lindgren expires in December of 2021 for the Board of Directors of the Austin-Mower County Homeownership Fund. Mary is finishing up her tenth year on the Board.

This appointment is made by the Austin City Council based on the joint powers board agreement with Mower County. If the City Council agrees to Ms. Lindgren as the representative she would be appointed as "One Director who is a representative of the Development Corporation of Austin and is appointed by the City Council" per Section 4 of the joint powers board agreement. Her term would expire in December of 2024.

We would like to thank Mary for volunteering to remain on our Board.

Please call if you have any questions.

RESOLUTION NO. 11766

CITY OF AUSTIN/MOWER COUNTY
JOINT POWERS AGREEMENT

The parties to this Agreement are governmental units of the State of Minnesota. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes Section 471.59.

1. **General Purpose.** The purpose of this Joint Powers Agreement is to establish a Board of Directors to create and administer a flexible revolving loan fund that will provide home ownership opportunities to low and moderate income families in Mower County, Minnesota, which families are currently unable to purchase a home.
2. **Definitions.**
 - 2.1 "Board" The Board of Directors established by this Agreement.
 - 2.2 "Director" A member of the Board of Directors.
 - 2.3 "Member" Any city or county which is a signatory to this Agreement.
 - 2.4 "Austin/Mower County Home Ownership Fund (A/MCHF)" The flexible revolving loan fund to be created pursuant to this Agreement for the purpose of soliciting, accepting, and administering funds to provide opportunities of home ownership for low and moderate income families.
3. **Membership.**
 - 3.1 The Members shall be:
The City of Austin, Minnesota
The County of Mower, Minnesota
 - 3.2 No change in governmental boundaries, structure, organizational status or character shall affect the eligibility of any Member listed above to be represented on The Board as long as such Member continues to exist as a separate political subdivision.
4. **Board of Directors.**
 - 4.1 The Austin/Mower County Home Ownership Fund shall be governed by a Board of Directors which shall consist of nine directors, and which directors shall be appointed and qualified as follows, to wit:
 - (1) Two Directors who are members of and are appointed by the Austin City Council.



- (2) Two Directors who are members of and are appointed by the Mower County Board of Commissioners.
- (3) One Director who is a representative of the Development Corporation of Austin and is appointed by the Austin City Council.
- (4) One Director who is a member of the Austin Board of Realtors and is appointed by the Austin City Council.
- (5) One Director who is a representative of Mower County area mortgage lenders and is appointed by the Mower County Board of Commissioners.
- (6) One Director who is a resident of Mower County and is appointed by the Austin City Council.
- (7) One Director who is a resident of Mower County and is appointed by the Mower County Board of Commissioners.

In addition to the Directors identified above, there shall be six ex-officio members of the board of directors, which ex-officio members shall be entitled to attend and participate in all board meetings. Said ex-officio members of the board of directors shall not be entitled to vote and shall not be included for purposes of determining a quorum at any regular or specially called meeting. The ex-officio members of the Board shall be as follows, to wit: Austin City Administrator, Austin Administrative Services Director, Austin Zoning Administrator, Mower County Coordinator and Mower County Human Services Director, and Mower County Planner.

- 4.2 Directors and ex-officio members of the Board of Directors shall serve without compensation from the Board.
- 4.3 Directors appointed as set forth above shall serve on the Board until the April 1999 Board Meeting. Upon completion of the term of service ending April 1, 2001, terms will be staggered into three three-year terms with end dates of December 31. The first group of three Directors shall have their terms expire December 31, 2001; the second group shall have their terms expire December 31, 2002; and the third group of Directors shall have their terms expire December 31, 2003. At the completion of every term of service thereafter, a Director shall serve as a Director for a three-year term. A director shall be appointed in the same manner as provided in Subsection 4.1 above to fill out any term of a Director that becomes vacant.

In the event a member of the Board who is also a member of the Austin City Council or the Mower County Board of Commissioners ceases to be a member of the City Council or the Board of Commissioners, such members shall also cease to be a member of this Board of Directors and his or her seat on the Board shall be considered vacant. In each such case, the vacancy shall be filled by the City Council or the Board of

**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: November 9, 2021
Subject: Revised 2016 Street Assessment, Greg & Cynthia Low

In 2016, the City of Austin reconstructed 4th Drive SW and assessed adjacent property owners a portion of the cost based on our assessment policy. During the assessment process we received an objection from Greg & Cynthia Low for two parcels that they own. The two parcels were removed from the assessment rolls and since that time the assessments have been documented as pending for the following properties:

- 2111 4th Drive SW Assessment \$13,748.56
- 2203 4th Drive SW Assessment \$ 6,353.20

The property at 2203 recently sold and it spurred discussion with the owners regarding these pending assessments. As part of the closing, the assessment cost for 2203 was paid in full.

The property at 2111 has 245 ft of frontage, resulting in a higher-than-normal assessment amount. In reviewing the situation with the property owners, we identified the north 104 ft as unbuildable due to the floodplain encroachment. Eliminating this from the overall frontage would result in a remainder of 141 ft for a revised assessment amount of \$7,906.64. The homeowners have agreed that this is a reasonable approach and would agree to the revised assessment for street reconstruction costs.

I would recommend revising the assessment for parcel number 34.880.0252, 2111 4th Drive SW to \$7,906.64 and billing the homeowner directly. This would resolve this outstanding street assessment issue. Feel free to contact me if you have any questions.

3488002

Floodplain
Boundary

348800252

348320015

SEE

Co. R

102

An aerial photograph of a forested hillside. A thick blue line is drawn diagonally across the image, starting from the top left and ending near the bottom right. A white arrow points along the direction of the blue line towards the bottom right corner.

A close-up photograph of a tree trunk. A white band is wrapped around the trunk, and a blue line is drawn across it, likely for measurement.

A red-bordered polygon on a map, likely representing a specific area of interest.

277

An aerial photograph showing a dense forest. A small, irregular clearing is visible in the lower right quadrant. A red line is drawn from the top left corner towards the clearing, and a yellow line is drawn from the top right corner towards the same clearing, both pointing to the same area.

A small, dark, bird-like object is perched on the edge of a red-bordered frame. The frame is positioned in the upper right corner of the image, with a portion of a grey surface visible below it. The background is a textured, light brown color.

348320

800

4

13

10

7

10



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

November 9, 2021

To: Honorable Mayor and Council Members

Re: Replacement Playground Surface for Morning Lions Park

The playground and underlying rubber tile surface at Lions Park are just over three years old, having been installed in 2018. Staff discovered this past spring that the safety surface was not holding together in the manner that it should, as it was showing severe cracking at the seams of some 20-30 or more of the tiles. Staff, at that time, replaced as many of the worst tiles as they could with remaining spare product which we had on hand. We've since been in ongoing (off and on) communication with the sales rep and the manufacturer, seeking what they could do for us for a replacement. They, at first, offered a limited percentage of replacement cost (of \$17,987.37) to be applied toward another purchase through their company. However, they could offer no better than a 5-year warranty, and pricing was still similar to that offered through other companies which are willing to provide a 10-year warranty. I continued with discussions, and they are now willing to send a check for the offered warranty credit amount. The check will first go through the sales rep and then back to the City of Austin.

This leads us to acquisition of the new product. The better line of the product offered for which I have received a bid through another company (providing a 10-year warranty) is as follows:

\$37,859.99 total quoted cost

-\$20,000 (remaining in 2021 capital for parks equipment)

-\$17,987.37 (to be received via check)

\$127.38 balance remaining

I am seeking council approval (a motion) to expended the remaining \$20,000 of parks equipment capital dollars plus the dollars anticipated to be received as a credit/reimbursement for the failed playground surface.

Thank you for your consideration of this request.



Rubber Designs Ten Year Interlocking Tile Warranty

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, RUBBER DESIGNS (MANUFACTURER) WARRANTS TO THE BUYER THAT THE RUBBER DESIGNS INTERLOCKING TILE SOLD TO THE BUYER WILL BE FREE FROM MANUFACTURING DEFECTS AT THE DELIVERY.

IF UPON INSPECTION BY THE PURCHASER UPON RECEIPT, THE RUBBER DESIGNS INTERLOCKING TILE EVIDENCES MANUFACTURING DEFECTS, MANUFACTURER'S LIABILITY AND BUYER'S REMEDIES ARE LIMITED, AT MANUFACTURER'S OPTION, TO REPLACE THE DEFECTIVE RUBBER DESIGNS INTERLOCKING TILE STARTING FROM THE DATE INVOICED BY MANUFACTURER.

MANUFACTURER FURTHERMORE WARRANTS THAT THE RUBBER DESIGNS INTERLOCKING TILE WILL NOT PREMATURELY DECOMPOSE BECAUSE OF WEATHERING FOR A PERIOD OF TEN (10) YEARS FROM THE DATE INVOICED BY MANUFACTURER, IF PROPERLY INSTALLED, CLEANED, MAINTAINED, AND USED FOR THE PURPOSE FOR WHICH THE MANUFACTURER INTENDED.

BUYER SHALL GIVE MANUFACTURER NOTICE OF CLAIM UNDER THIS WARRANTY WITHIN THIRTY (30) DAYS OF DISCOVERING PREMATURE DETERIORATION OF THE INTERLOCKING TILE. IF UPON INSPECTION BY THE MANUFACTURER, THE INTERLOCKING TILE SHOWS PREMATURE DETERIORATION BECAUSE OF WEATHERING WITHIN THE TEN (10) YEAR PERIOD STATED HEREIN, THE MANUFACTURER'S LIABILITY AND THE BUYER'S REMEDIES ARE LIMITED AT THE MANUFACTURER'S OPTION TO PROVIDE REPLACEMENT OR REPAIR OF MATERIALS FOR THE INTERLOCKING TILE.

1

THE WARRANTY WILL BE FOR 100% OF THE PRICE OF THE JOB FOR ONE (1) YEAR AFTER SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 90% OF THE PRICE OF THE JOB FROM THE FIRST ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE SECOND ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 80% OF THE PRICE OF THE JOB FROM THE SECOND ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE THIRD ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 70% OF THE PRICE OF THE JOB FROM THE THIRD ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE FOURTH ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 60% OF THE PRICE OF THE JOB FROM THE FOURTH ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE FIFTH ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 50% OF THE PRICE OF THE JOB FROM THE FIFTH ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE SIXTH ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 40% OF THE PRICE OF THE JOB FROM THE SIXTH ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE SEVENTH ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 30% OF THE PRICE OF THE JOB FROM THE SEVENTH ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE EIGHTH ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 20% OF THE PRICE OF THE JOB FROM THE EIGHTH ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE NINETH ANNIVERSARY OF SUBSTANTIAL COMPLETION. THEREAFTER, THE WARRANTY COVERS 10% OF THE PRICE OF THE JOB FROM THE NINETH

Rubber Designs



Better for the earth. Better for you.

ANNIVERSARY OF SUBSTANTIAL COMPLETION UNTIL THE TENTH ANNIVERSARY OF
SUBSTANTIAL COMPLETION.

THIS WARRANTY EXCLUDES ACTS OF GOD, DAMAGE FROM IMPROPER MAINTENANCE, DAMAGE CAUSED DURING FREIGHT DELIVERY, NORMAL WEAR AND TEAR, PRODUCT VANDALISM BY WAY OF MARKING, SCARRING, PUNCTURING EXPERIENCED FROM ITEMS SUCH AS PENS, PENCILS, KNIVES, HIGH HEELS OR ANY SUCH OBJECT OF LIKENESS, OR MACHINERTY NOT INTENDED FOR TRAFFICKING ON SURFACE OR USE OF MAINTENANCE EQUIPMENT WHEREIN THE SURFACING SUPPORTS THE WEIGHT OF THE EQUIPMENT, DAMAGED DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO ON ACCOUNT OF ACCIDENT VANDALISM, ANIMALS, FIRE, FLOOD, CHEMICAL REACTION, STATIC, IMPROPER SUBSURFACE PREPARATION, FAILURE OF THE SUBSURFACE AFTER INSTALLATION AND THE USE OF CLEANING FLUIDS, OR IMPROPER CLEANING METHODS (REFER TO CLEANING MAINTENANCE INSTRUCTIONS FOR DETAILS OF PROPER CLEANING METHODS), AND NATURAL WEAKENING OF PIGMENTS DUE TO PROLONGED SUNLIGHT PENETRATION AND ULTRAVIOLET RAY EXPOSURE FROM DIRECT OR GLASS-FILTERED SUNLIGHT.

THIS WARRANTY ONLY APPLIES TO NEW PRODUCTS PURCHASED, AND IS LIMITED TO THE REPAIR OR REPLACEMENT OF RUBBER DESIGNS PRODUCTS. THIS WARRANTY DOES NOT COVER THE SHIPPING COSTS FOR RETURN, INCONVENIENCE OR CONSEQUENTIAL DAMAGES. NO REPRESENTATIVE OF THE MANUFACTURER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT STATED HEREIN. NO ALTERATIONS TO PRODUCT SURFACE BY ANYONE OTHER THAN AN AUTHORIZED RUBBER DESIGNS APPLICATOR SHALL TERMINATE CUSTOMER WARRANTY. RUBBER DESIGNS IS NOT RESPONSIBLE FOR SITE SECURITY DURING AND AFTER THE PRODUCT INSTALLATION. CUSTOMER MUST RECEIVE A COPY OF PRODUCT WARRANTY FROM AN AUTHORIZED RUBBER DESIGNS DEALER. WHEREBY SUBMITTING A SIGNED COPY OF THE WARRANTY, ALONG WITH THE PURCHASE ORDERS TO THE DEALER DISTRIBUTOR, A SIGNED COPY OF THE WARRANTY MUST BE MAINTAINED BY THE CUSTOMER OR DEALER DISTRIBUTOR FOR THE WARRANTY TO BE HONORED.

THE PRODUCT WARRANTY IS COMPLETELY REPRESENTED HERE IN WRITING, AS ALL PROMISES ARE DECLARED WITHIN THIS DOCUMENT. THE MANUFACTURER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO THE PRODUCT, OR ANY TO THE SURROUNDING PREMISES ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

2

Rubber Designs



Better for the earth. Better for you.

Rubber Designs
100 Rus Drive SE
Calhoun, GA 30701

Date	10/27/2021			Estimate #	23776
Name / Address		Ship To			
Sport Surface Specialties P.O. Box 577 East Aurora, NY 14052		Austin, MN 55912			
Prepared For:	Aaron	Prepared By		Valid Until:	
Terms	Net 30	Angie Hackney		11/26/2021	
Description		Qty	U/M	Cost	Total
2800 SF 8' Fall Height 2% Added for Waste PLEASE NOTE WASTE IS AN ESTIMATE AND WILL BE DETERMINED BY FINAL LAYOUT OF TILES					
Interlocking Tile - 2'x2'x3 1/4" EPDM 90% Color 10% Black Mesh		728	ea	39.52	28,770.56T
Interlocking Ramp - 4'x14"x3 1/4" EPDM 90% Color 10% Black Mesh		53	ea	47.74	2,530.22T
Interlocking Outside Corner Ramp - 3 1/4" EPDM 90% Color 10% Black Mesh		4	ea	51.45	205.80T
U-Locks - 3 1/4"		110	ea	6.10	671.00T
Isotec Joint Glue - 30 oz. tube		57	ea	35.50	2,023.50T
3.25" ADA Ramp - 6' x 52" x 3.25" 3 piece ramp		1	ea	408.91	408.91T
Freight FREIGHT- THIS IS AN ESTIMATE ONLY. DUE TO THE VOLATILE NATURE OF THE TRANSPORTATION INDUSTRY AT THIS TIME FREIGHT CHARGES MUST BE RE-QUOTED AT THE TIME OF ORDER.		1		3,250.00 0.00	3,250.00T 0.00
Due to the current condition of the transportation and polyurethane markets, quotes as of June 1, 2021 are only valid for 30 days.				0.00	0.00
Exempt Sale				0.00%	0.00
Project:	Tiles		Total		\$37,859.99

Signature _____ Print Name/Title _____ Date _____

I authorize Rubber Designs LLC to begin production of the order associated with this estimate and agree to the payment terms.

105 US Hwy 411 NE
Rome, GA 30734
Upon acceptance of this proposal please sign above and initial the "Rubber Designs General Terms and Conditions" exhibit attached. Please return initialed copies to Rubber Designs.
800 Phone: 800-337-2355 Fax: 800-934-2355

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



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

Memorandum

To: Mayor and City Council

From: Holly Wallace, Planning & Zoning Administrator

Subject: Requested Minor Subdivision of Property petitioned by First United Methodist Church

Date: November 10, 2021

The petitioner wishes to split their property, Parcel C, into two tracts. Tract 1 will be sold and combined with Clasen-Jordan Mortuary, Parcel B. Tract 2, remaining, will be combined with the petitioner's existing property, Parcel A. These properties are all on the same block between 1st and 2nd Ave NW and 1st and 2nd St NW.

City staff and Austin Utilities have reviewed the proposed split and have no objections.

Mower County Geospatial Hub

Online Mapping

Private Member 1
Mower County, MN

Summary

Access tax parcels integrated with tax and value information, pay taxes, and view statements.

[View Full Details](#)

Application
Web Mapping Application

June 9, 2021
Date Updated

June 8, 2020
Published Date

Public
Anyone can see this content

[Custom License](#)
View license details

Mower County Tax Parcel Viewer [Jump to parcel related information](#) [Mower County Website](#)



Basemap Gallery

Basemap Gallery

Imagery Imagery Hybrid Mower County Basemap

Topographic USA Topo Maps

2018 County Aerial 2019 County Aerial 2014 County Aerial

2018 County Aerial Spring 2019 County Aerial Spring 2014 County Aerial Spring

2016 County Aerial 2016 County Aerial 2006 County Aerial

2016 County Aerial Spring 2016 County Aerial Fall 2006 County Aerial Spring

2021 County Aerial 2021 County Aerial

2021 County Aerial Spring 2021 County Aerial Fall

County_Base_Map

Courtesy of ESRI

WARRANTY DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.1.9 (2013)

eCRV number: _____

DEED TAX DUE: \$ 95.70

DATE: _____

(month/day/year)

FOR VALUABLE CONSIDERATION, First United Methodist Church of Austin

(insert name of Grantor)

a Non Profit Corporation under the laws of Minnesota ("Grantor"),
hereby conveys and warrants to Clasen Mortuary Inc. (insert name of Grantee)

a Corporation under the laws of Minnesota ("Grantee"),
real property in Mower County, Minnesota, legally described as follows:

See attached Exhibit A.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Buyer shall not construct, nor allow to be constructed any buildings, sheds, fences or other physical structures on any portion of the south 5 feet of the western 66.16 feet of the described property. This restriction shall be binding upon Buyer, its successors and assigns. **

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

First United Methodist Church of Austin

(name of Grantor)

By:

(signature)

Peter Green

Its:

(type of authority)

By:

(signature)

Its:

(type of authority)

State of Minnesota, County of Mower

This instrument was acknowledged before me on _____, by Peter Green
(month/day/year) _____, (name of authorized signer)
as Co-Chairman of Trustees
(type of authority) _____
and by _____
(name of authorized signer)
as _____ of First United Methodist Church of Austin
(type of authority) _____ (name of Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Adams, Rizzi & Sween, P.A.
300 First Street N.W.,
Austin, MN 55912
Telephone: (507) 433-7394
File No. 95511

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:

(insert legal name and residential or business address of Grantee)
Clasen-Jordan Mortuary
209 2nd Avenue N.W.,
Austin, MN 55912

Exhibit A:

All that part of Lots 6 & 7, Block 11, Davidson's Addition, as the same is platted and recorded in the office of the County Recorder of Mower County, Minnesota; described as follows:

Commencing at the southwest corner of said Block 11; thence North 00°16'57" East a distance of 76.06 feet on an assumed bearing on the west line of said Block 11, to the point of beginning;

Thence North 00°16'57" East a distance of 50.00 feet on said west line, to the northwest corner of said Lot 6;

Thence North 89°31'52" East a distance of 91.55 feet on the north line of said Lots 6 & 7;

Thence South 00°15'59" West a distance of 5.00 feet;

Thence South 89°31'52" West a distance of 25.40 feet, parallel with said north line;

Thence South 00°15'59" West a distance of 45.00 feet;

Thence South 89°31'52" West a distance of 66.16 feet, to the point of beginning.

** All valid and existing covenants, restrictions, reservations, easements, conditions and rights appearing of record, if any.

RESOLUTION NO. _____

EXEMPTING SUBDIVIDER FROM AUSTIN CITY CODE
SUBDIVISION REGULATION AND REQUIREMENTS

WHEREAS, the petitioner, First United Methodist Church (FUMC), has requested a waiver of the platting requirements under Section 13.40 of the Austin City Code in order to split Parcel C (34.185.0450) into two tracts, Tract 1 and Tract 2 and combine Tract 1 with Parcel B (34.185.0440), owned by Clasen-Jordan Mortuary (as part of a sale) and Tract 2 with Parcel A (34.185.0451) FUMC's existing parcel.

See attached legal descriptions.
Parcel A and Parcel C, Tract 2 "Exhibit 1"
Parcel B and Parcel C, Tract 1 "Exhibit 2"

WHEREAS, this area is well defined and will accommodate the split and combination.

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 November 2021.

YEAS _____ NAYS _____

ATTEST: APPROVED:

City Recorder

Mayor

MD Form No. 31-M- QUIT CLAIM DEED Minnesota Uniform Conveyancing Blanks (1/15/97) Miller-Davi Co., St. Paul, MN

Corporation, Partnership or Limited Liability Company to Corporation, Partnership or Limited Liability Company 34-0850430

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required.

Certificate of Real Estate Value No. 1701948 Date 12-17-98

Shawood Enger County Auditor
by: U. L. Jansson Deputy

DEED TAX DUE: \$19.80

Date: November 27, 1998

Office of County Recorder, 468408
Mower County, Minnesota
I hereby certify that the within instrument was filed
for record on the 27 day of DEC 1998
2 copies M are duly recorded in Book 523
of Deeds on page 488
Charles Enger
CHARLES ENGER, COUNTY RECORDER
Sharon K. Hoffman Deputy

(reserved for recording date)

FOR VALUABLE CONSIDERATION, The City of Austin, Minnesota

Minneapolis, a municipal corporation, under the laws of Minnesota. Grantor, hereby conveys and quitclaims to First United Methodist Church of Austin, Minnesota, in trust, that said premises shall be kept maintained, and disposed of for the benefit*, Grantee, a real property in Mower County, Minnesota, described as follows:

See attached legal description.

* of The United Methodist Church and subject to the usages and the Discipline of The United Methodist Church. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

together with all hereditaments and appurtenances.

Check box if applicable:

The Seller certifies that the seller does not know of any wells on the described real property.

A well disclosure certificate accompanies this document.

I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.



Ruth Harris, Treasurer No 06091

Date 12-17-98

Deed Tax Amt. \$ 19.80

STATE OF MINNESOTA

COUNTY OF MOWER

This instrument was acknowledged before me on

THE CITY OF AUSTIN, MINNESOTA

By Bonnie Rietz
Bonnie Rietz

Its Mayor

By Daryl Sulander
Daryl Sulander

Its City Recorder

by Bonnie Rietz and Daryl Sulanderthe Mayor and City Recorderof The City of Austin, Minnesota, a municipal corporationunder the laws of Minnesota, on behalf of the corporation

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR BANK)



THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

DAVID V. HOVERSTEN
HOVERSTEN, JOHNSON, BECKMANN,
WELLMANN & HOVEY, LLP
807 WEST OAKLAND AVENUE
AUSTIN, MN 55912
507-433-3483
#47454

mss

Jeanne H. Franta
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

First United Methodist Church of Austin, Minnesota
204 NW First Avenue
Austin, MN 55912

EXHIBIT A

TRACER

All that part of Lots 3 and 4, Block 11, Davidson's Addition to the City of Austin, as the same is platted and recorded in the office of the County Recorder of Hennepin County, Minnesota, described as follows:

Commencing at the southeast corner of the West 38.4 feet of said Lot 4;

thence North 89°31'52" East a distance of 35 feet, on an assumed bearing on the south line of said Lots 3 and 4;

thence North 00°15'59" East a distance of 46.06 feet, on a line parallel with the west line of said Lot 4, to a point on the south line of the north 80 feet of said Lots 3 and 4;

thence South 89°31'43" West a distance of 35 feet, on the south line of said north 80 feet, to the east line of the West 38.4 feet of said Lot 4;

thence South 00°15'59" West a distance of 46.06 feet, on the east line of said West 38.4 feet, to the point of beginning.

Exhibit A:

All that part of Lots 6 & 7, Block 11, Davidson's Addition, as the same is platted and recorded in the office of the County Recorder of Mower County, Minnesota; described as follows:

Commencing at the southwest corner of said Block 11; thence North 00°16'57" East a distance of 76.06 feet on an assumed bearing on the west line of said Block 11, to the point of beginning;

Thence North 00°16'57" East a distance of 50.00 feet on said west line, to the northwest corner of said Lot 6;

Thence North 89°31'52" East a distance of 91.55 feet on the north line of said Lots 6 & 7;

Thence South 00°15'59" West a distance of 5.00 feet;

Thence South 89°31'52" West a distance of 25.40 feet, parallel with said north line;

Thence South 00°15'59" West a distance of 45.00 feet;

Thence South 89°31'52" West a distance of 66.16 feet, to the point of beginning.

** All valid and existing covenants, restrictions, reservations, easements, conditions and rights appearing of record, if any.

Clasen Mortuary 34.185.0440

All that part of Lots 3, 4 & 5, Block 11, Davidson's Addition, as the same is platted and recorded in the office of the County Recorder of Mower County, Minnesota; described as follows: Commencing at the southeast corner of the West 38.40 feet of Lot 4, Block 11 in said Davidson's Addition; thence North 00 degrees 15 minutes 59 seconds East a distance of 46.06 feet, on the east line of the West 38.40 feet of said Lot 4, to a point on the south line of the North 80.00 feet of Lots 3 & 4, Block 1 in said Davidson's Addition; thence North 89 degrees 31 minutes 43 seconds East a distance of 6.00 feet, on said south line of the North 80.00 feet of said Lots 3 & 4; thence North 00 degrees 15 minutes 59 seconds East a distance of 10.00 feet, parallel with the west line of said Lot 4, to a point on the south line of the North 70.00 feet of said Lots 3 & 4; thence North 89 degrees 31 minutes 43 seconds East a distance of 48.00 feet, on said south line of the North 70.00 feet of said Lots 3 & 4; thence North 00 degrees 15 minutes 59 seconds East a distance of 70.00 feet, parallel with the west line of said Lot 4, to a point on the north line of said Block 11; thence South 89 degrees 31 minutes 43 seconds West a distance of 145.50 feet, on the north line of said Block 11, to the northwest corner of Lot 5, Block 1 in said Davidson's Addition; thence South 00 degrees 16 minutes 57 seconds West a distance of 126.07 feet, on the west line of said Lot 5, to the southwest corner of said Lot 5; thence North 89 degrees 31 minutes 52 seconds East a distance of 91.55 feet, on the south line of said Lots 4 & 5, to the point of beginning.

Exhibit A:

All that part of Lots 6 & 7, Block 11, Davidson's Addition, as the same is platted and recorded in the office of the County Recorder of Mower County, Minnesota; described as follows:

Commencing at the southwest corner of said Block 11; thence North 00°16'57" East a distance of 76.06 feet on an assumed bearing on the west line of said Block 11, to the point of beginning;

Thence North 00°16'57" East a distance of 50.00 feet on said west line, to the northwest corner of said Lot 6;

Thence North 89°31'52" East a distance of 91.55 feet on the north line of said Lots 6 & 7;

Thence South 00°15'59" West a distance of 5.00 feet;

Thence South 89°31'52" West a distance of 25.40 feet, parallel with said north line;

Thence South 00°15'59" West a distance of 45.00 feet;

Thence South 89°31'52" West a distance of 66.16 feet, to the point of beginning.

** All valid and existing covenants, restrictions, reservations, easements, conditions and rights appearing of record, if any.

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 & Abraham Hernandez
1011 7th Ave NE, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Illegal Storage of Vehicles
At 204 4th St SE, Hernandez Property

Date: November 12, 2021

May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of the vehicles at 204 4th St SE. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.4-6 and 10.33 Subd.1(G) & 2, 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 these vehicles. Such action is permitted by the City Code Section 10.14.

Thank You



October 21st, 2021

Maria Hernandez
1011 7th Ave NE
Austin, MN 55912

RE: Zoning Violations at 204 4th 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 October 20th, 2021 at this site and the following issues need to be resolved:

- A. Provide current registration for all vehicles, and must be operable. Remove from property or store in an enclosed structure**

The violation of Austin City Code Sections 10.14 Subd.4-6 and 10.33 were found. These City Code sections read as follows:

City Code Section 10.33 Subd.F

TEMPORARY STORAGE. Temporary storage of an unoccupied recreational travel trailer, vehicles, boats and trailers and the like will be permitted for a seven-month period of time of a given calendar year and within the limitations set forth in this section of side or rear yards of a private residence providing it meets zoning setback requirements.

City Code Section 10.33 Subd. 1 (G)

Operable equipment for transportation of people, goods or material and equipment ordinarily used for recreational purposes. Including shall be, by way of example and not limitation, automobiles, trucks, pick-up trucks, trailers, marine crafts, snowmobiles, all terrain vehicles, motor homes, pick-up campers, buses, and camping trailers.

City Code Section 10.33 Subd. 2. *Off-street outside parking within residential districts.*

- A. Vehicle outside parking shall be accessory to the permitted primary use of the property, and vehicles parked on a property must be owned by a licensed resident of the property except as follows:
 - B. The number of vehicles permitted for outside parking in rear yard and side yard areas shall be limited as follows:
 1. Two currently registered passenger vehicles registered to the licensed owner/occupant of the residence may be parked in the rear or side yard areas.
 2. In addition to currently registered passenger vehicles, two recreational vehicles may be temporarily stored in the rear yard. If a recreational vehicle is of a type which is required to be registered, it must be currently registered.

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.

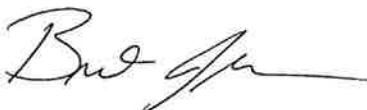
City Code Section 10.14, Subd. 6:

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.

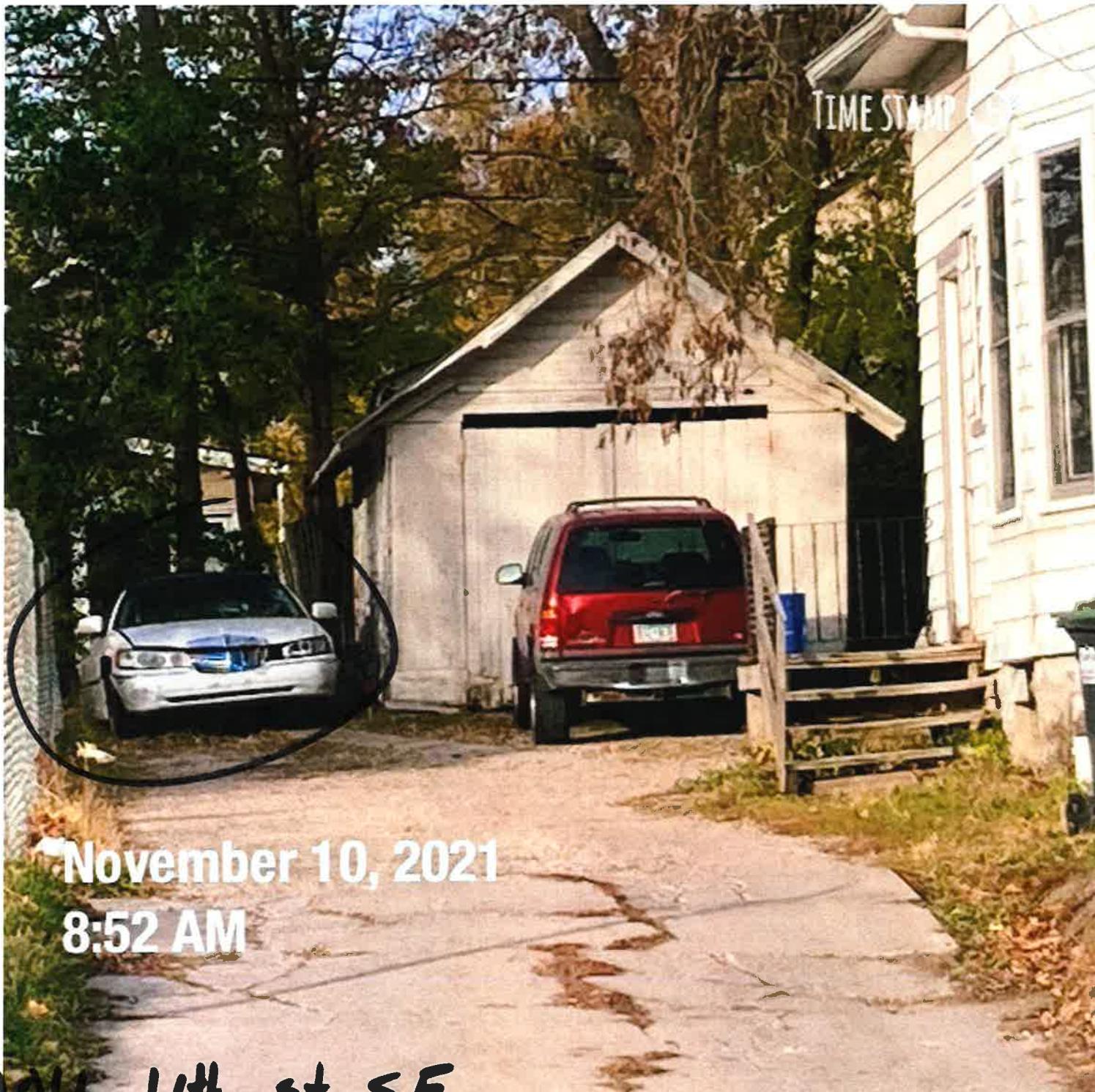
Please resolve the City Code violations within **10 days** of the date of this letter, or the matter will be referred to the Austin City Council for corrective action. Council generally meets the first and third Mondays of every month. You will be fined a minimum of \$100, the amount varies depending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



November 10, 2021
8:52 AM

204 4th st SE