

A G E N D A
CITY COUNCIL MEETING
TUESDAY, FEBRUARY 22, 2022
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 7, 2022.

3. Recognitions and Awards.
Arbor Day Proclamation

(mot) 4. *Consent Agenda

Licenses:

Food: Lou's Sweet Treats, 708 14th Street NE

Mobile Food: Evan's Eatery, New Richland

Right-of-Way: Bruce Bucknell Construction, Inc., Racine

Right-of-Way: Elcor Construction, Inc., Rochester

Taxi Driver: Nathaniel Olson, 1916 4th Avenue NE

Claims:

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

PUBLIC HEARINGS:

5. Public hearing on street improvements on 21st Avenue NE (8th Drive NE to 14th Street NE)
Project 22-101.
- (res) a. Resolution ordering improvement, approving plans and specifications, and
ordering advertisement for bids.
6. Public hearing on street improvements on 9th Street NW (10th Avenue NW to 12th Avenue NW)
and 10th Street NW (8th Avenue NW to 13th Avenue SW) Project 22-102.
- (res) a. Resolution ordering improvement, approving plans and specifications, and
ordering advertisement for bids.
7. Public hearing on street improvements on 3rd Avenue NE (Oakland Place NE to 19th Street NE)
Project 22-103.
- (res) a. Resolution ordering improvement, approving plans and specifications, and
ordering advertisement for bids.
8. Public hearing on street improvements on 3rd Street NE (16th Avenue NE to 18th Avenue NE)
Project 22-104.
- (res) a. Resolution ordering improvement, approving plans and specifications, and

ordering advertisement for bids.

- (res) 9. Public hearing on street improvements on 5th Avenue SW (27th Street SW to 19th Street SW) and 16th Street SW (16th Avenue SW to 19th Avenue SW), Project 22-106.
a. Resolution ordering improvement, approving plans and specifications and ordering advertisement for bids.
- (res) 10. Public hearing on street improvements on 7th Avenue SW (23rd Street SW to 24th Street SW), 11th Avenue SW (10th Avenue SW to 18th Street SW) and 23rd Street SW (9th Avenue SW to Dead End), Project 22-107.
a. Resolution ordering improvement, approving plans and specifications and ordering advertisement for bids.

PETITIONS AND REQUESTS:

- (res) 11. Setting public hearings for March 21, 2022 for street improvement project assessments.
- (mot) 12. Approving a donation to Spruce Up Austin in the amount of \$4,500 from 2022 contingency funds for a project at Honor Guard Park.
- (res) 13. Approving a contract with WSB for sump pump inspections in the NE sector of town.
- (res) 14. Approving a MnDOT grant for an airport zoning update.
- (res) 15. Approving an American Rescue Plan agreement for airport maintenance and operations.
(~~back up XXX/XXX~~)
- (res) 16. Approving exceptional performance pay for the Director of Administrative Services.
- (res) 17. Accepting donations to the City of Austin.
- (mot) 18. Granting the Planning and Zoning Department authorization to remove junk and/or illegally stored vehicles at 902 9th Avenue SW, Kniefel Property.

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator
City Council

- (mot) Adjourn to **Monday, March 7, 2022** 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 7, 2022
5:30 PM
Council Chambers

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

MEMBERS ABSENT: Council Member Rebecca Waller

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

STAFF APPEARING ELECTRONICALLY: Public Works Director Steven Lang, Fire Chief Jim McCoy, Planning and Zoning Administrator Holly Wallace, 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

APPEARING IN PERSON: Bill Budion, Dave Clausen, George Bass

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

Added to the agenda:

(res) 16. Resolving issues relating to property owned by Minnesota Energy Resources Corporation.

(res) 17. Dedication of certain property for street purposes.

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

Moved by Council Member Baskin, seconded by Council Member Poshusta, approving Council minutes from January 18, 2022 and January 24, 2022. Carried.

AWARDS AND RECOGNITIONS

County Administrator Trish Harren presented the City with the food drive award plaque. Both the City and County employees donated food for the local food shelf.

CONSENT AGENDA

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

Licenses:

Exempt Gambling (raffle): Austin Area Chamber of Commerce on March 4, 2022
Exempt Gambling (raffle): Austin Junior All Star Baseball on July 4, 2022
Exempt Gambling (raffle): Minnesota Deer Farmers Association on March 19, 2022
Exempt Gambling (raffle): United Catholic Schools Foundation on April 30, 2022
Food: JoAnn Stores, LLC, 1700 17th Street SW
Hotel/Motel: Austin Super 8 Motel: 1401 14th Street NW
Mobile Business: B-Lo Zero Sno Cones, Albert Lea
Right of Way: Berg's Nursery, 904 1st Ave SW
Right of Way: S & S Drainage, 1705 16th Street SW
Right of Way: Jim's Excavating, LLC, 2611 31st Street SW
Sign Installation: Rochester Sign Service, Rochester
Temporary Liquor: Austin Area Commission for the Arts on March 26, 2022

Claims:

- a. Pre-list of bills
- b. Financial and Credit Card Reports.

Event Applications:

Shamrockin' Run on April 9, 2022
Taste of Nations on May 21, 2022

Carried.

PETITIONS AND REQUESTS

City Administrator Craig Clark stated Clasen Mortuary, Inc. is interesting in purchasing the City parking lot adjacent to their building known as the Library Lot. He presented a proposed purchase agreement with a purchase price of \$58,000. He stated the Council needs to consider the parking and future development needs in the downtown when selling this lot.

Mr. Clark stated there are concerning from the Engineering department about the parking that may be pushed on street from the sale of this lot.

Council Member-at-Large Austin stated he spoke with Mr. Clausen before the meeting and stated the lot would be open when there are not services at the mortuary.

Council Member Fischer stated he rarely sees the Methodist lot full and doesn't see a problem with the purchase.

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, adopting a resolution approving a purchase agreement with Clasen Mortuary, Inc. Carried 6-0.

Mayor King welcomed Bill Budion as the Honorary Council Member.

City Administrator Craig Clark requested the Council approve \$10,000 in funding to both the Police and Fire Department weight rooms.

Moved by Council Member Baskin, seconded by Council Member Fischer, adopting a resolution approving \$20,000 from 2022 contingency funds to the Police and Fire weight rooms. Carried.

Administrative Services Director Tom Dankert requested the Council approve the addition of a washer and dryer to the Senior Center. The existing lease requires approval for improvements over \$1,000.

Moved by Council Member Oballa, seconded by Council Member Fischer, authorizing the addition of a washer and dryer to the Senior Center. Carried.

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

Public Works Director Steven Lang stated the Council discussed traffic on 4th Street NW at the January 18, 2022 work session and approved his recommendation that parking on the south side of 13th Avenue be eliminated and the addition of a dedicated right turn lane.

Moved by Council Member-at-Large Austin, seconded by Council Member Poshusta, eliminating parking on the south side of 13th Avenue NW and striping a dedicated right turn lane. Carried.

Public Works Director Steven Lang stated the City is receiving funding for the airport from the Airport Improvement Project grants and the Bipartisan Infrastructure Law. He stated the City has identified projects for the use of these funds including a taxiway joint repair project and a taxilane design project. Mr. Lang proposed contracts with SEH, Inc. for each project.

Moved by Council Member Fischer, seconded by Council Member Oballa, adopting a resolution approving a contract with SEH, Inc. for taxiway joint repair. Carried 6-0.

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

Public Works Director Steven Lang stated the fire alarm system has failed at Packer Arena and needs to be replaced. He received a quote from Custom Alarm in the amount of \$21,127 for the project. He recommended approval of the contract with Custom Alarm.

Moved by Council Member Fischer, seconded by Council Member Baskin, adopting a resolution approving a contract with Custom Alarm for the installation of a fire alarm system at Packer Arena. Carried 6-0.

Planning and Zoning Administrator Holly Wallace reviewed miscellaneous provisions that were omitted from the recently an updated zoning ordinance. She requested the Council adopt the ordinance which will provide further details.

Moved by Council Member Fischer, seconded by Council Member Oballa, for preparation of the ordinance. Carried.

Moved by Council Member-at-Large Austin, seconded by Council Member Postma, for adoption and publication of the ordinance. Carried 6-0.

Moved by Council Member Fischer, seconded by Council Member Baskin, adopting a resolution or summary publication of the ordinance. Carried 6-0.

Planning and Zoning Administrator Holly Wallace requested the city adopt a resolution in favor of local controls for housing and land use issues.

City Administrator Craig Clark stated local control of these issues is very important.

Moved by Council Member Baskin, seconded by Council Member Oballa, adopting a resolution in support of local controls for housing and land use issues. Carried 6-0.

Moved by Council Member Fischer, seconded by Council Member Postma, adopting a resolution declaring the property at 713 ½ 4th Avenue NE a hazardous structure. Carried 6-0.

Moved by Council Member-at-Large Austin, seconded by Council Member Poshusta, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 609 5th Street NW, Aguilar Property. Carried.

Moved by Council Member Fischer, seconded by Council Member Baskin, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 605 5th Street NW, Bumgarner Property. Carried.

Public Works Director Steven Lang stated there is a strip of land off 4th Street SE that was platted for street purposes but was never used for such. The property owner, Minnesota Energy Resources Corporation, brought a quiet title action against the City and others to make the determination that it is the proper owner of the property. The City agrees with this determination and would also like MERC to allow the City to have a sewer easement as part of the agreement.

Mayor King asked if there is infrastructure to be removed.

Mr. Lang stated the underground infrastructure was already removed.

Moved by Council Member Fischer, seconded by Council Member Postma, adopting a resolution resolving issues relating to property owned by Minnesota Energy Resources Corporation. Carried 6-0.

Public Works Director Steven Lang stated Charles and Lois Fawver own a lot in Southgate 2nd Addition that has been used as a road for a number of years. The Fawver's executed a deed to the City for ownership of the property. Mr. Lang requested the City accept the deed and dedicate the property for street purposes.

Moved by Council Member-at-Large Austin, seconded by Council Member Postma, adopting a resolution for the dedication of certain property for street purposes. Carried 6-0.

CITIZENS ADDRESSING THE COUNCIL

George Bass, 21st Avenue NW, stated he was concerned about the recent shooting of an immigrant. He requested that the City leaders work with the minority communities and spoke in support of community policing and creating bridges between the immigrant communities and minorities.

REPORTS

Council Member Postma thanked the Parks Department for their help with the plunge.

Council Member-at-Large Austin thanked the Fire Department for help with the plunge.

Council Member Oballa welcomed Honorary Council Member Budion and thanked Mr. Bass for his comments.

Mayor King thanked Parks and Recreation Director Kevin Nelson for his work with the City. He stated he would like to take a different approach to the Council retreat. He would like to get in the buildings of the departments, starting with the Austin Public Library.

City Administrator Craig Clark stated there will be a joint meeting with the school on Monday, February 14th at 4:30 p.m.

Library Director Julie Clinefelter stated there are lots of programs and classes coming up at the Library.

Moved by Council Member Fischer, seconded by Council Member Oballa, adjourning the meeting to February 7, 2022. Carried.

Adjourned: 6:42 p.m.

Approved: February 7, 2022

Mayor: _____

City Recorder: _____



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

February 16, 2022

To: Honorable Mayor King and City Council Members

Re: Arbor Day Proclamation

The annual Arbor Day Mayoral proclamation request is one of several requirements in order for the city to qualify for the Tree City USA designation. Other requirements include having an active (parks, rec, and) forestry board, an Arbor Day observance, a trees ordinance, and a related forestry budget of at least \$2 per capita.

This approaching Arbor Day, Spruce Up Austin, an organization with which the city's park department works closely, will be planting three trees at the Hormel Historic Home.

The city of Austin has annually maintained the designation of Tree City USA since its first designation in 1980.

Thank you for your continued commitment to making trees an important part of our community.

A handwritten signature in blue ink that reads "Kevin D. Nelson". The signature is stylized with a large, looped "K" and "N".

Kevin D. Nelson

From the Office of the Mayor



500 Fourth Avenue NE
Austin, Minnesota 55912-3773
Phone: 507-437-9965
Fax: 507-434-7197
www.ci.austin.mn.us

Proclamation

- WHEREAS:** *Trees and forest soils keep our lakes and streams clean by absorbing and filtering pollutants and sediments; and*
- WHEREAS:** *Forests prevent flooding and reduce stormwater by capturing and storing rainwater and snowmelt, which is then slowly released to our lakes, streams, and groundwater; and*
- WHEREAS:** *Careful management of our trees and forests protects drinking water and reduces the cost of water treatment; and*
- WHEREAS:** *Sound management of forested lands surrounding the Mississippi River ensures clean drinking water for more than one million Minnesotans; and*
- WHEREAS:** *About three-quarters of Minnesotans get their drinking water from the forested parts of the state; and*
- WHEREAS:** *Planting and maintaining trees is a natural and easy way to keep our water clean; and*
- WHEREAS:** *The last Friday in April, and throughout the month of May, Minnesotans pay special tribute to our trees as natural resources and dedicate ourselves to the vitality of our forests.*

NOW THEREFORE, I, Stephen M. King, Mayor of Austin, Minnesota do hereby proclaim Friday, April 29, 2022 as:

Arbor Day

*And I do hereby proclaim the month of May 2022 as **Arbor Month** in the City of Austin.*



Stephen M. King
Mayor

2022 Street Reconstruction

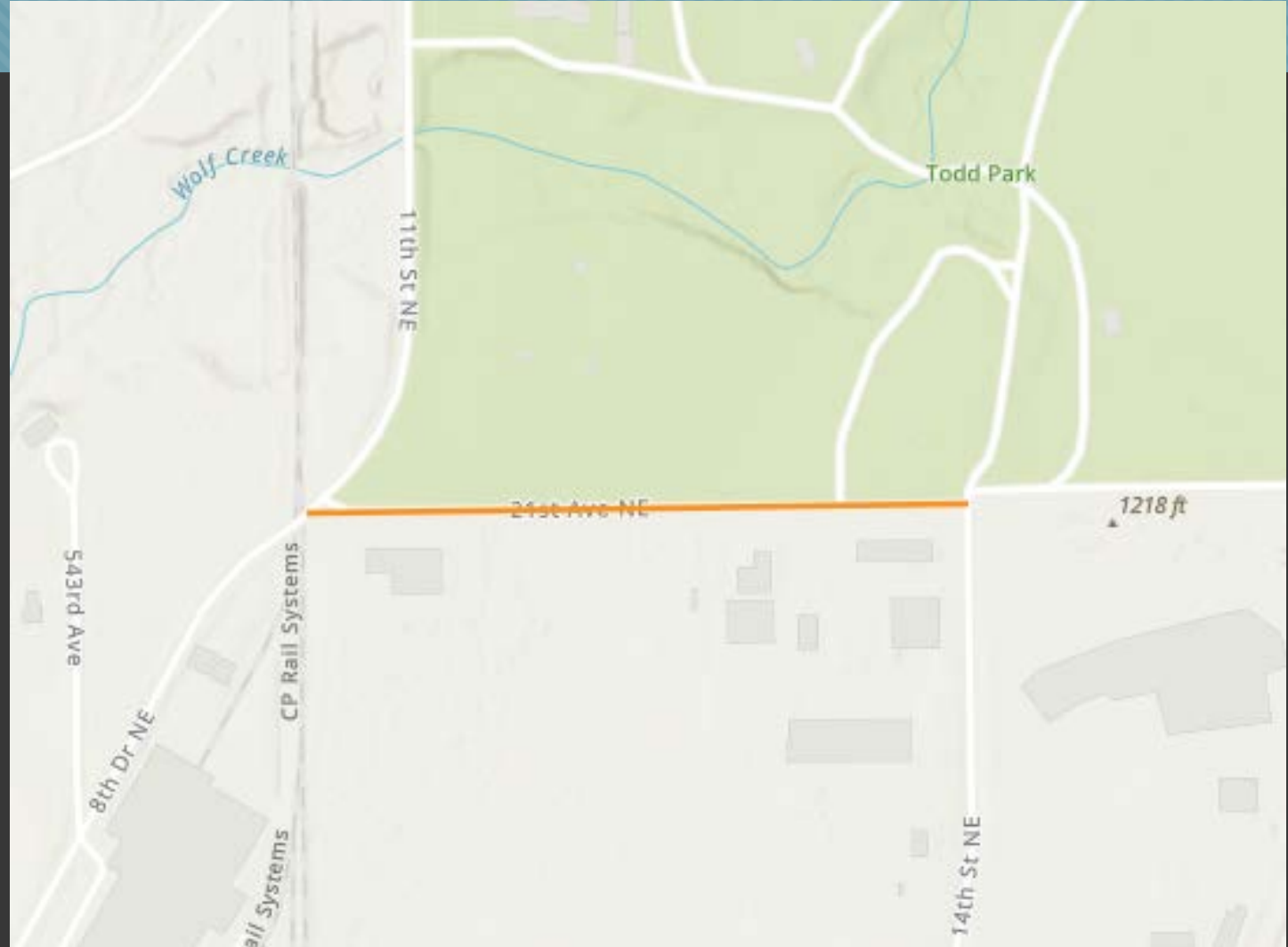
21st Avenue NE



Project Location

21st Avenue NE

From 11th St NE to 14th St NE



Existing Conditions



21ST AVENUE NE
FACING EAST

Existing Conditions



21ST AVENUE NE
FACING WEST

Existing Conditions



21ST AVENUE NE
FACING WEST AT 11TH ST NE

Project Scope

- **Surface Improvements**

- Remove existing concrete pavement
- Remove center median
- Construct 40' wide concrete road with curb & gutter
- Realign intersection with 11th St NE to improve visibility and turning movements
- Construct 10' wide bike trail on the north side of 21st Ave
- Reconstruct RR crossing on 11th St NE and add pedestrian crossing (may need to be delayed to 2023)
- Restore grass boulevards

- **Underground Utility Improvements**

- Replace storm sewer manholes and catch basins
- Install tile sub-drain and sump pump service lines

- **Austin Utilities Improvements**

- Water main and service replacement
- Underground electrical crossings





21st Avenue NE Reconstruction City of Austin

Figure 1: Proposed Project Layout
November 2021



Project Schedule & Impacts

○ Schedule

- Begin construction in early July
- Construction is expected to be complete in October, depending on weather

○ Impacts

- 21st Ave NE will be closed to through traffic during construction
- Temporary access will be constructed for businesses located on 21st Ave NE
- Advanced warning signage will be installed at 14th St NE & I-90
- Temporary access to Todd Park will be constructed once work begins
- Todd Park entrance at 21st Ave NE will be closed during portions of the project
- Todd Park entrance at 11th St NE will be open at all times

Project Benefits

- **Proposed upgrades provide**
 - Improved ride and safety
 - Improved drainage
 - More visually appealing streets
 - Increased lifespan of underground utilities
 - Decreased maintenance costs
 - Trail construction will improve pedestrian and bicycle mobility and safety



Estimated Project Costs

Street Improvements	\$1,300,000
Storm Sewer Improvements	\$ 100,000
Total	\$1,400,000

- Project is funded by Assessments, Municipal State Aid Street Fund, and Federal Funds
- Total project assessment revenue
 - \$111,865.15

Assessment Rates

Street Assessment	Rate/LF	Example (Lot w/ 200' of frontage)
Commercial Street	\$80.22	\$16,044.00
Curb & Gutter	\$19.50	\$3,900.00

- No corner lot policy for commercial properties
- Curb & gutter only assessed for the first time it is installed.

Assessment Payment Options

Assessment bills will be sent out late August/early September

1. Pay the amount in full by October 28, 2022, without interest.
2. Pay at least 50% of the amount by October 28, 2022, without interest. The remainder will be added to your taxes, spread out over 15 years, with 3.75% interest.
3. Do not pay anything by October 28, 2022. The entire balance will be added to your property taxes, spread out over 15 years, with 3.75% interest.
4. If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold.

Project Updates

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



Questions?



RESOLUTION NO.

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

WHEREAS, pursuant to the resolution adopted by the City Council on the 3rd day of January, 2022 and upon duly published notice as required by law, a hearing was held on the 22nd day of February, 2022, at which time all persons were given an opportunity to be heard on the making of the following improvement:

- 1) **21st Avenue NE**
8th Dr NE to 14th St NE

22101

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

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 3rd day of January, 2022.
2. Plans and specifications prepared by City Engineer Steven Lang pursuant to the Council resolution are hereby approved and shall be filed by the City Recorder.
3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 22nd day of February, 2022.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

2022 Street Reconstruction

9th Street NW

10th Street NW



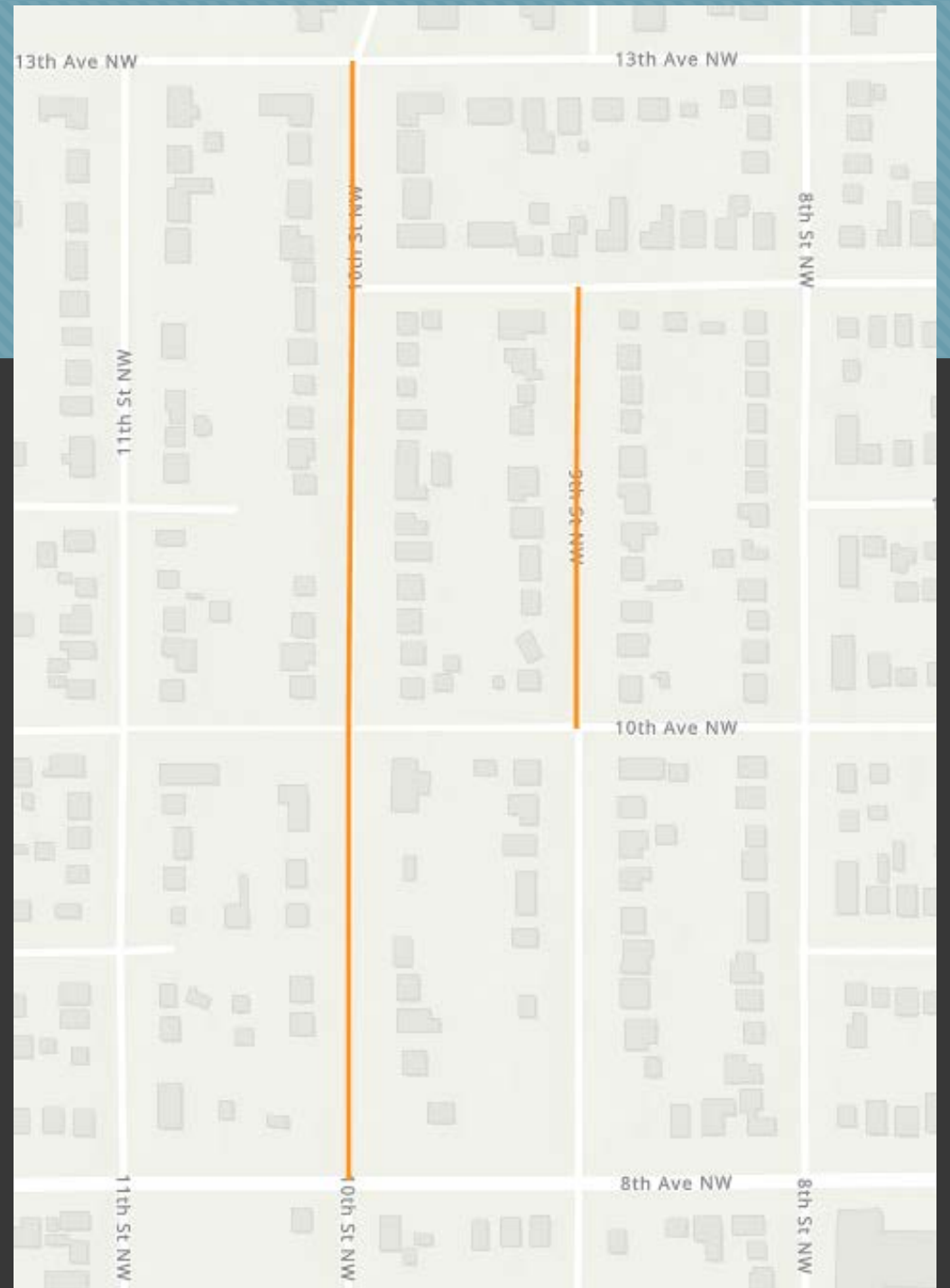
Project Location

9th Street NW

From 10th Ave NW to 12th Ave NW

10th Street NW

From 8th Ave NW to 13th Ave NW



Existing Conditions

A photograph of a residential street. The road is paved with asphalt and shows significant cracking and wear. There are green and orange spray-painted markings on the road surface. The sidewalks are concrete and have some fallen leaves. Trees line both sides of the street, and houses are visible in the background. The text 'Existing Conditions' is overlaid in large white letters.

9TH STREET NW
FACING SOUTH

Existing Conditions

A wide-angle photograph of a residential street. A black sedan is parked on the right side of the road, which is covered with fallen brown leaves. The road surface is cracked and uneven. In the background, there are several houses with light-colored siding and dark shutters. A large tree stands to the left of the car, and another is to the right. A black trash bin is visible on the far right. The sky is overcast.

9TH STREET NW

Existing Conditions



10TH STREET NW
FACING SOUTH AT 8TH AVE

Existing Conditions



10TH STREET NW
FACING SOUTHEAST AT 10TH AVE

Project Scope

- **Surface Improvements**

- Remove existing curb & gutter and asphalt pavement
- Widen 9th St & 10th St NW to 34' wide
- Install new curb & gutter and asphalt pavement
- Remove and replace deficient sidewalk panels
- Install ADA compliant pedestrian ramps
- Restore grass boulevards

- **Underground Utility Improvements**

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

- **Austin Utilities Improvements**

- Water main and service replacement on 9th St and 10th St NW
- Underground electrical crossings



Project Schedule & Impacts

○ Schedule

- Begin construction on both 9th Street NW and 10th Street NW in early May
- Construction is expected to be complete on 9th Street NW in July and on 10th Street NW in early September, depending on weather
- Tree removals would take place prior to pavement removal

○ Impacts

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

Project Benefits

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



Estimated Project Costs

Street Improvements	\$ 805,000
Sanitary Sewer Improvements	\$ 75,000
Storm Sewer Improvements	\$ 50,000
Total	\$ 930,000

- Project is funded by Assessments, Local Street Fund, Stormwater Utility Fund, and WWTP Fund
- Total project assessment revenue
 - \$252,390.65

Assessment Rates

Street Assessment	Rate/LF	Example (Lot w/ 75' of frontage)
Residential Street	\$56.18	\$4,213.50

- Corner lots are assessed the average of the two sides of frontage
 - Example: 100' of frontage on 10th St & 50' of frontage on 12th Ave, the average is 75'

Sidewalk Assessment	Rate/SF	Example (per 5.3' x 5.3' sidewalk panel)
4" Thick Sidewalk	\$6.75	\$189.61
6" Thick Sidewalk (through driveways)	\$9.25	\$259.83

- Sidewalk panels vary in size

Assessment Payment Options

Assessment bills will be sent out late August/early September

1. Pay the amount in full by October 28, 2022, without interest.
2. Pay at least 50% of the amount by October 28, 2022, without interest. The remainder will be added to your taxes, spread out over 15 years, with 3.75% interest.
3. Do not pay anything by October 28, 2022. The entire balance will be added to your property taxes, spread out over 15 years, with 3.75% interest.
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Questions?



RESOLUTION NO.

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

WHEREAS, pursuant to the resolution adopted by the City Council on the 3rd day of January, 2022 and upon duly published notice as required by law, a hearing was held on the 22nd day of February, 2022, at which time all persons were given an opportunity to be heard on the making of the following improvement:

- 1) **9th Street NW & 10th Street NW** **22102**
 a. 9th Street NW – 10th Ave NW to 12th Ave NW
 b. 10th Street NW – 8th Ave NW to 13th Ave NW

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

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 3rd day of January, 2022.
2. Plans and specifications prepared by City Engineer Steven Lang pursuant to the Council resolution are hereby approved and shall be filed by the City Recorder.
3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 22nd day of February, 2022.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

2022 Street Reconstruction

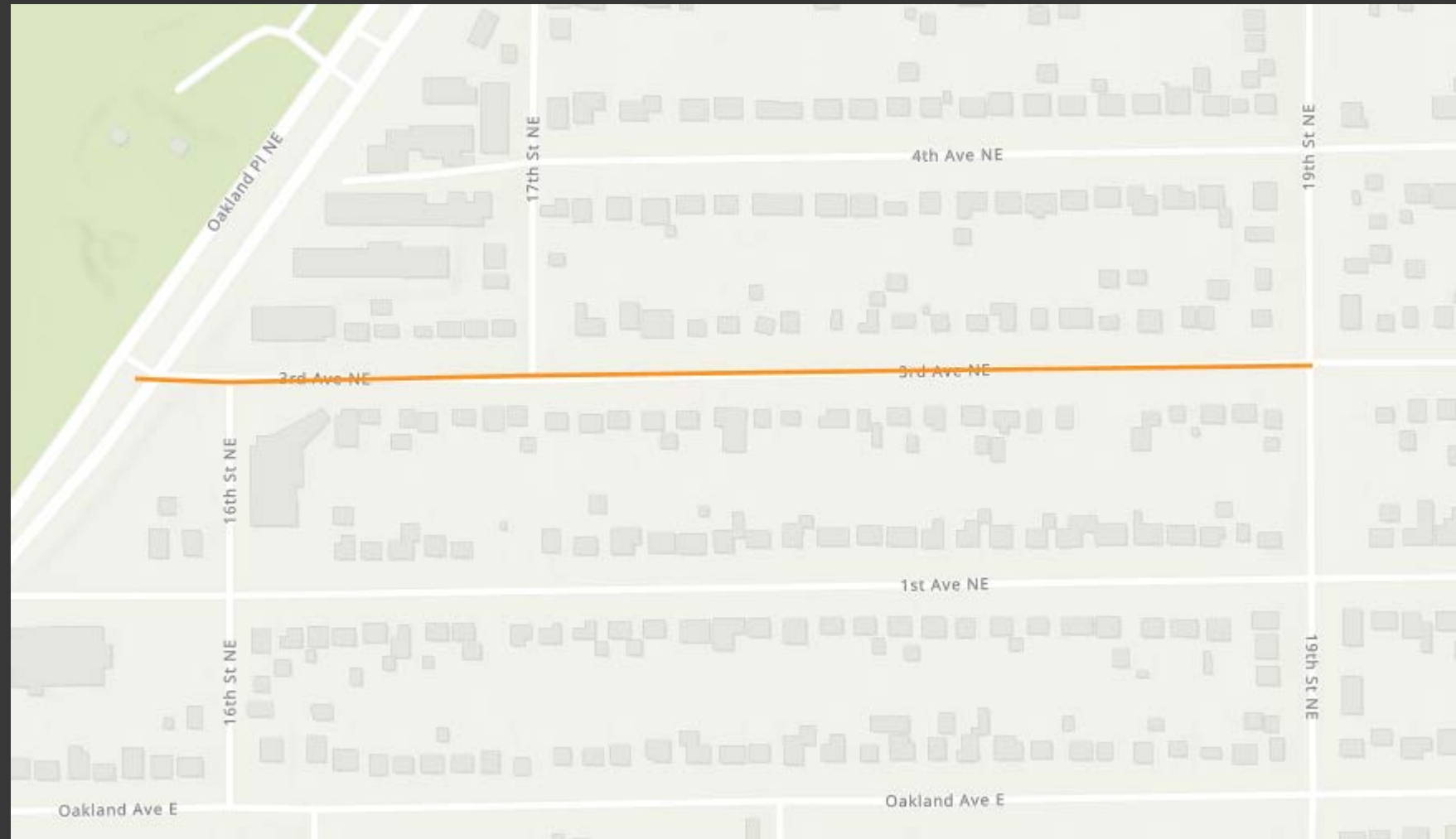
3rd Avenue NE



Project Location

3rd Avenue NE

From Oakland PI NE to 19th St NE



Existing Conditions

A wide-angle photograph of a residential street. On the left, a tall utility pole stands near a sidewalk and a grassy area with trees. The road is paved and shows some wear. In the background, there are houses and more trees under a grey, overcast sky.

3RD AVENUE NE
FACING EAST AT 16TH ST NE

Existing Conditions



3RD AVENUE NE
FACING EAST AT 17TH ST NE

Existing Conditions



3RD AVENUE NE
FACING EAST

Existing Conditions

A photograph of a residential street, 3rd Avenue NE, facing west. The asphalt road is heavily cracked and shows signs of wear, including several potholes. On the left side of the road, there are several houses, including a small brown house and a larger tan house. The trees lining the street have autumn-colored foliage in shades of yellow, orange, and red. On the right side, there is a concrete curb and a sidewalk, with a pile of fallen leaves along the curb. In the background, more houses and trees are visible under an overcast sky.

3RD AVENUE NE
FACING WEST

Project Scope

- **Surface Improvements**

- Remove existing curb & gutter and asphalt pavement
- Install new curb & gutter and asphalt pavement
- Remove and replace deficient sidewalk panels
- Install ADA compliant pedestrian ramps
- Restore grass boulevards

- **Underground Utility Improvements**

- Replace storm sewer mains, manholes, and catch basins
- Sanitary sewer replacement from 16th St to 17th St NE
- Install tile sub-drain and sump pump service lines

- **Austin Utilities Improvements**

- Water main and service replacement
- Underground electrical crossings



Project Schedule & Impacts

○ Schedule

- Project will be separated into two phases
- Phase 1 – Oakland Place NE to 1819 3rd Ave NE – Starts Early May
- Phase 2 – 1819 3rd Ave NE to 19th St NE – Starts Early July
- Construction on both phase 1 and 2 is expected to be complete in early October, depending on weather

○ Impacts

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

Project Benefits

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



Estimated Project Costs

Street Improvements	\$ 700,000
Sanitary Sewer Improvements	\$ 160,000
Storm Sewer Improvements	\$ 150,000
Total	\$1,010,000

- Project is funded by Assessments, Local Street Fund, Stormwater Utility Fund, and WWTP Fund
- Total project assessment revenue
 - \$226,047.79

Assessment Rates

Street Assessment	Rate/LF	Example (Lot w/ 75' of frontage)
Residential Street	\$56.18	\$4,213.50

- Corner lots are assessed the average of the two sides of frontage
 - Example: 100' of frontage on 3rd Ave & 50' of frontage on 17th St, average is 75'

Sidewalk Assessment	Rate/SF	Example (per 5.3' x 5.3' sidewalk panel)
4" Thick Sidewalk	\$6.75	\$189.61
6" Thick Sidewalk (through driveways)	\$9.25	\$259.83

- Sidewalk panels vary in size

Assessment Payment Options

Assessment bills will be sent out late August/early September

1. Pay the amount in full by October 28, 2022, without interest.
2. Pay at least 50% of the amount by October 28, 2022, without interest. The remainder will be added to your taxes, spread out over 15 years, with 3.75% interest.
3. Do not pay anything by October 28, 2022. The entire balance will be added to your property taxes, spread out over 15 years, with 3.75% interest.
4. If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold.

Project Updates

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



Questions?



RESOLUTION NO.

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

WHEREAS, pursuant to the resolution adopted by the City Council on the 3rd day of January, 2022 and upon duly published notice as required by law, a hearing was held on the 22nd day of February, 2022, at which time all persons were given an opportunity to be heard on the making of the following improvement:

- 1) **3rd Avenue NE** **22103**
a. 3rd Avenue NE – Oakland Pl NE to 19th St NE

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

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 3rd day of January, 2022.
2. Plans and specifications prepared by City Engineer Steven Lang pursuant to the Council resolution are hereby approved and shall be filed by the City Recorder.
3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 22nd day of February, 2022.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

2022 Street Reconstruction

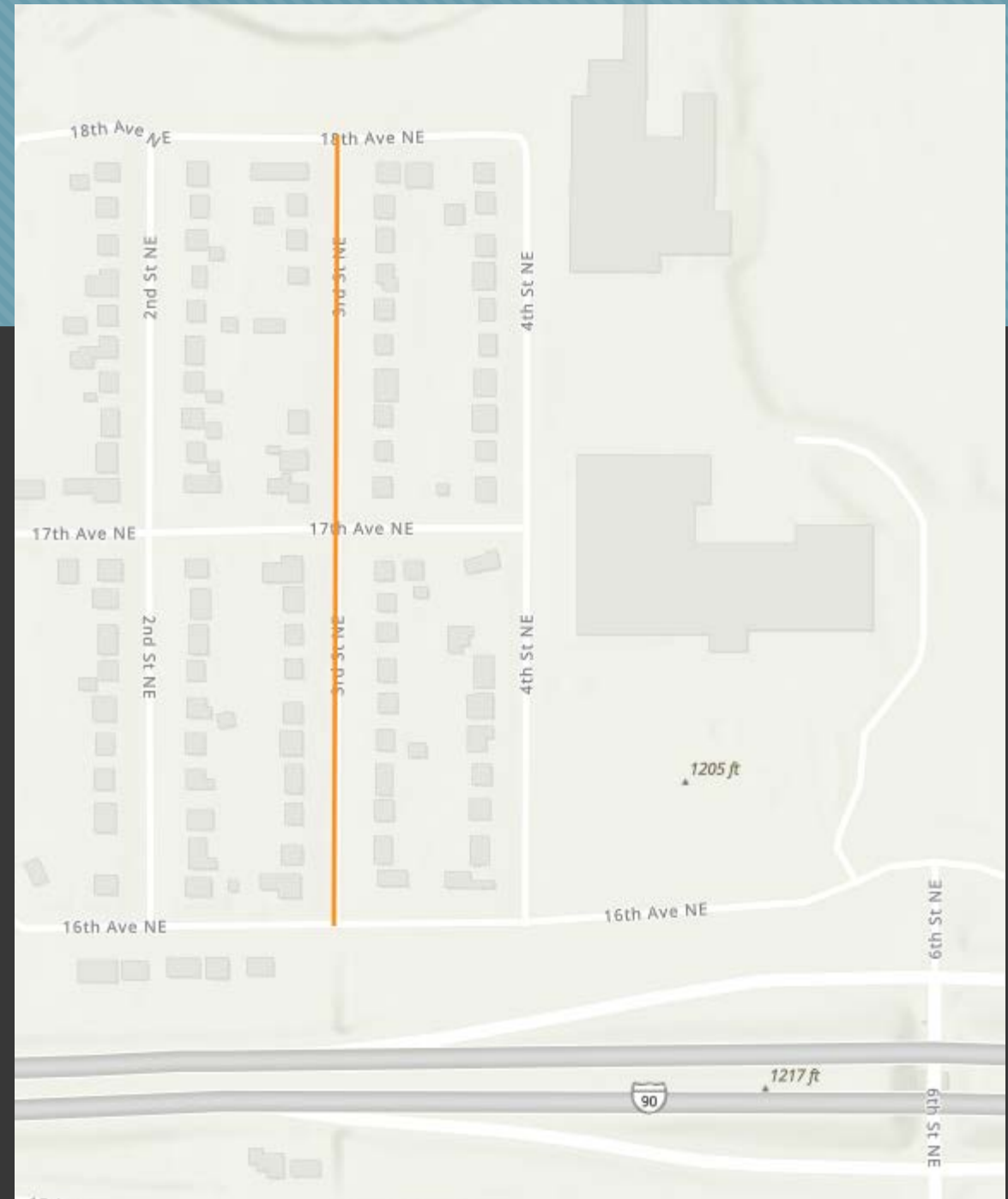
3rd Street NE



Project Location

3rd Street NE

From 16th Ave NE to 18th Ave NE



Existing Conditions

A photograph of a residential street, likely 3rd Street NE, facing northwest. The asphalt road is heavily cracked and shows signs of wear, with some potholes and scattered dry leaves. In the background, there are several houses, including a yellow one and a green one, along with a brown dumpster. The sky is overcast.

3RD STREET NE
FACING NW

Existing Conditions

An aerial photograph of a residential street. The asphalt road is heavily cracked and shows signs of wear. A red 'X' is painted on the road surface in the lower-left quadrant. To the left of the road is a white house with a brown roof. To the right is a grassy area with a red fire hydrant. In the background, other houses and trees are visible under an overcast sky.

3RD STREET NE
FACING SOUTH AT 17TH AVE

Project Scope

- **Surface Improvements**

- Remove existing curb & gutter and asphalt pavement
- Install new curb & gutter and asphalt pavement
- Remove and replace deficient sidewalk panels
- Install ADA compliant pedestrian ramps
- Restore grass boulevards

- **Underground Utility Improvements**

- Install tile sub-drain and sump pump service lines

- **Austin Utilities Improvements**

- No Planned work



Project Schedule & Impacts

○ Schedule

- Begin construction on 3rd Street NE in early May
- Construction is expected to be complete in late June, depending on weather

○ Impacts

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

Project Benefits

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



Estimated Project Costs

Street Improvements	\$ 475,000
Storm Sewer Improvements	\$ 25,000
Total	\$ 500,000

- Project is funded by Assessments, Local Street Fund, Stormwater Utility Fund, and WWTP Fund
- Total project assessment revenue
 - \$145,940.29

Assessment Rates

Street Assessment	Rate/LF	Example (Lot w/ 75' of frontage)
Residential Street	\$56.18	\$4,213.50

- Corner lots are assessed the average of the two sides of frontage
 - Example: 100' of frontage on 3rd St & 50' of frontage on 17th Ave, average is 75'

Sidewalk Assessment	Rate/SF	Example (per 5.3' x 5.3' sidewalk panel)
4" Thick Sidewalk	\$6.75	\$189.61
6" Thick Sidewalk (through driveways)	\$9.25	\$259.83

- Sidewalk panels vary in size

Assessment Payment Options

Assessment bills will be sent out late August/early September

1. Pay the amount in full by October 28, 2022, without interest.
2. Pay at least 50% of the amount by October 28, 2022, without interest. The remainder will be added to your taxes, spread out over 15 years, with 3.75% interest.
3. Do not pay anything by October 28, 2022. The entire balance will be added to your property taxes, spread out over 15 years, with 3.75% interest.
4. If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold.

Project Updates

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



Questions?



RESOLUTION NO.

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

WHEREAS, pursuant to the resolution adopted by the City Council on the 3rd day of January, 2022 and upon duly published notice as required by law, a hearing was held on the 22nd day of February, 2022, at which time all persons were given an opportunity to be heard on the making of the following improvement:

- 1) **3rd Street NE** **22104**
a. 3rd Street NE – 16th Ave NE to 18th Ave NE

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

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 3rd day of January, 2022.
2. Plans and specifications prepared by City Engineer Steven Lang pursuant to the Council resolution are hereby approved and shall be filed by the City Recorder.
3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 22nd day of February, 2022.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

2022 Street Reconstruction

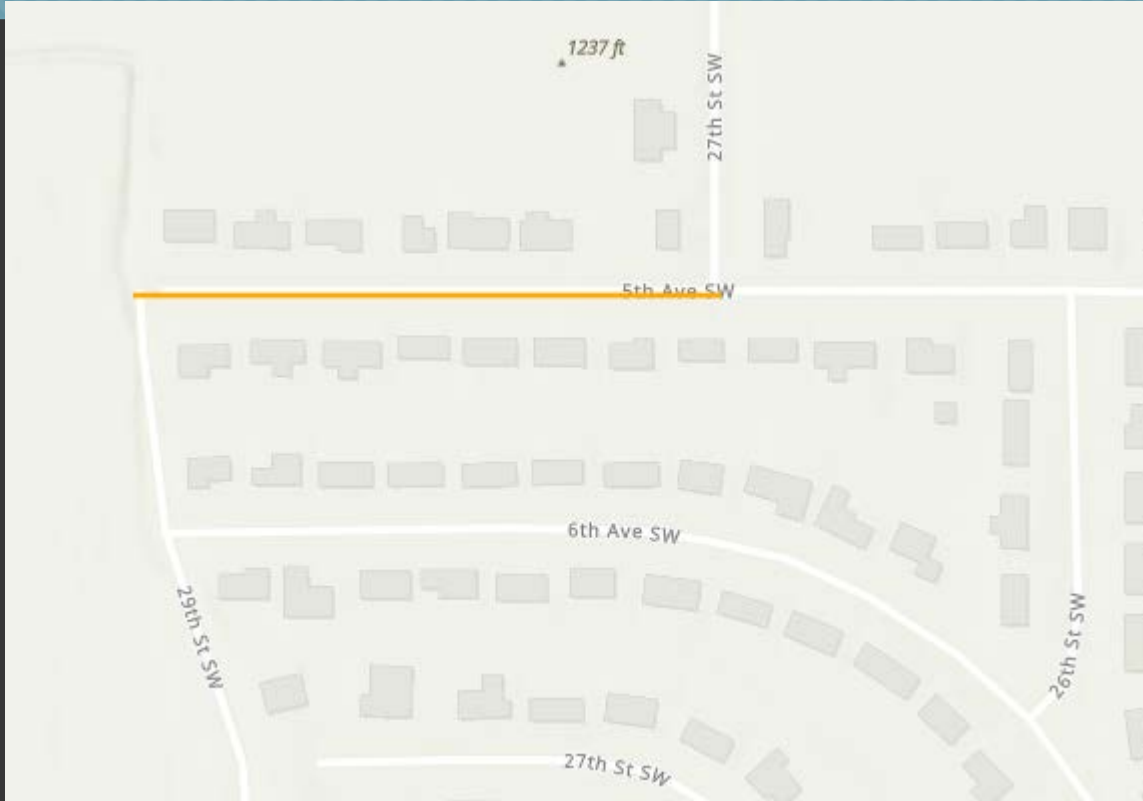
16th Street SW

5th Avenue SW

Mill & Overlay

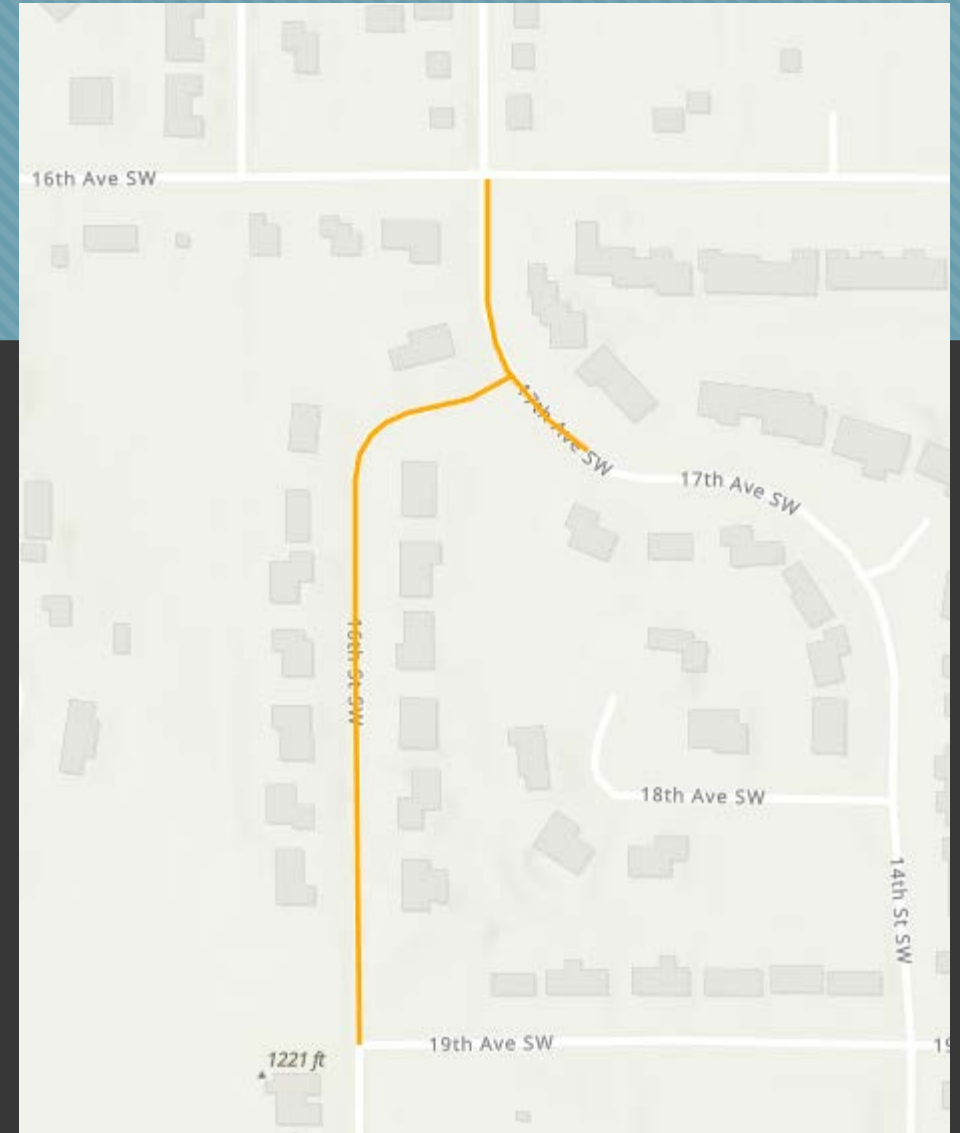


Project Location



5th Avenue SW

From 27th St SW to Dead End



16th Street SW

From 16th Ave SW to 19th Ave SW

Existing Conditions

A photograph of a residential street. On the left side of the road, a white pickup truck is parked. The road is paved and shows some wear, including cracks and patches. In the background, there are houses and trees. The sky is overcast.

16TH STREET SW
FACING SOUTH

Existing Conditions

A photograph of a residential street, likely in a suburban neighborhood. The foreground is dominated by a wide asphalt road that shows significant cracking and wear. A concrete curb runs along the right side of the road, separating it from a grassy area. In the background, there are several houses with light-colored siding and dark roofs. A black car is parked on the right side of the road, and a white car is parked further back. A small boat is visible on a trailer in the yard of one of the houses. The sky is blue with some light clouds. The overall scene suggests a well-maintained but possibly aging infrastructure.

5TH AVENUE SW
FACING EAST

Project Scope

- **16th St SW**
 - Mill off 1.5" of the existing asphalt pavement
 - Pave 1.5" of new asphalt pavement
- **5th Ave SW**
 - Mill off 1.5" of the existing asphalt pavement from 27th St SW to 2906/2907 5th Ave
 - Mill off 4" of the existing asphalt pavement from 2906/2907 5th Ave to the dead end
 - Replace the concrete valley gutter across the 27th St & 5th Ave SW intersection
 - Pave 2.5" of new asphalt pavement on the west end
 - Pave 1.5" of new asphalt pavement along the entire length of 5th Ave SW
- **Underground Utility Improvements**
 - No underground utility work planned



Project Schedule & Impacts

○ Schedule

- Project will take place in mid-June
- Construction is expected to be completed over a 2-3 week period

○ Impacts

- You will have access to your driveways during the project, except:
 - During milling operations
 - During paving operations

Project Benefits

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



Estimated Project Costs

- Total Estimated Project Cost \$125,000
- Project is funded by Assessments and the Local Street Fund
- Total project assessment revenue
 - \$42,421.71

Assessment Rates

Street Assessment	Rate per Inch/LF	Example (1.5" Mill & Overlay on Lot w/ 75' of frontage)
Residential Mill & Overlay	\$6.35	\$714.38

- Corner lots are assessed the average of the two sides of frontage
 - Example: 100' of frontage on 5th Ave & 50' of frontage on 27th St, the average is 75'

Assessment Payment Options

Assessment bills will be sent out late August/early September

1. Pay the amount in full by October 28, 2022, without interest.
2. Pay at least 50% of the amount by October 28, 2022, without interest. The remainder will be added to your taxes, spread out over 15 years, with 3.75% interest.
3. Do not pay anything by October 28, 2022. The entire balance will be added to your property taxes, spread out over 15 years, with 3.75% interest.
4. If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold.

Project Updates

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



Questions?



RESOLUTION NO.

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

WHEREAS, pursuant to the resolution adopted by the City Council on the 3rd day of January, 2022 and upon duly published notice as required by law, a hearing was held on the 22nd day of February, 2022, at which time all persons were given an opportunity to be heard on the making of the following improvement:

- 1) **5th Avenue SW & 16th Street SW Mill & Overlay** **22106**
a. 5th Avenue SW – 27th St SW to 29th St SW
b. 16th Street SW – 16th Ave SW to 19th Ave SW

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

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 3rd day of January, 2022.
2. Plans and specifications prepared by City Engineer Steven Lang pursuant to the Council resolution are hereby approved and shall be filed by the City Recorder.
3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 22nd day of February, 2022.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

2022 Street Reconstruction

7th Avenue SW

11th Avenue SW

23rd Street SW

Full Depth
Reclamation (FDR)



Project Location

7th Avenue SW

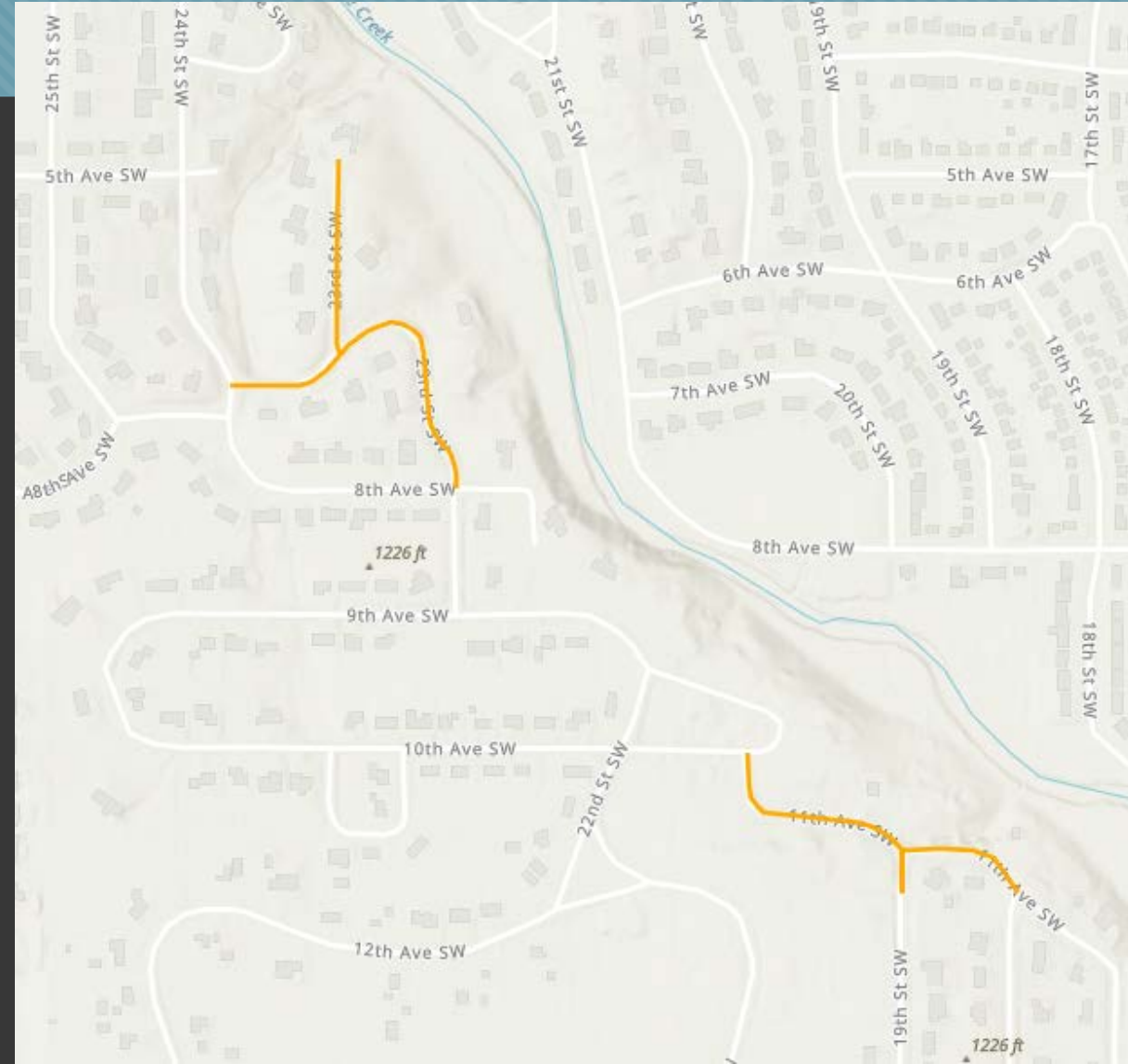
From 23rd St SW to 24th St SW

11th Avenue SW

From 10th Ave SW to 18th St SW

23rd Street SW

From 8th Ave SW north to Dead End



Existing Conditions



7TH AVENUE SW
FACING WEST

Existing Conditions

A photograph of a residential street, identified as 11th Avenue SW, facing west. The road is paved with asphalt and shows significant signs of wear, including a large, dark, irregular pothole in the center-right lane and extensive cracking across the surface. A yellow dashed line runs along the right side of the road. The road is flanked by green grass and trees with some autumn-colored leaves. A utility pole is visible on the left side of the road.

11TH AVENUE SW
FACING WEST

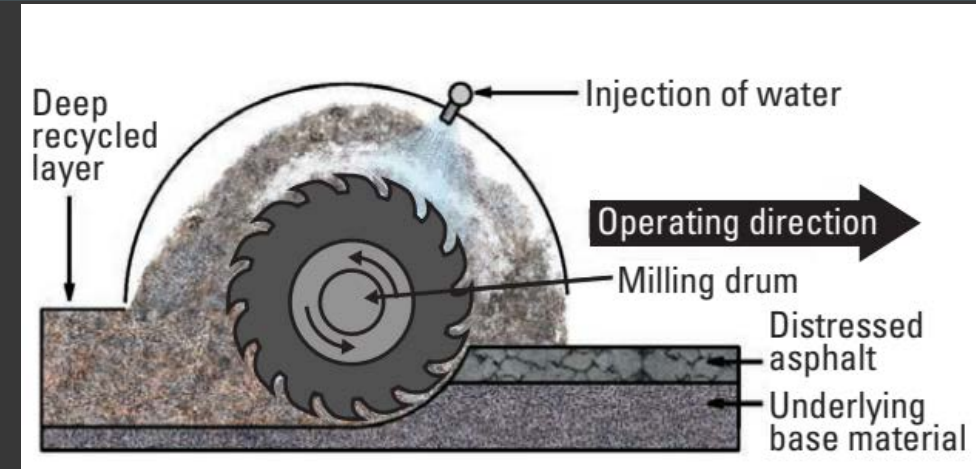
Existing Conditions



23RD STREET SW
FACING NORTH

Project Scope

- Reclaim the full depth of the existing asphalt pavement and subbase
- Grade and compact the reclaimed material
- Reopen the street to local traffic
- Pave 4" of new asphalt pavement on top of reclaimed material
- No underground utility work planned



Project Schedule & Impacts

○ Schedule

- Project is planned to take place in late-June
- Construction is expected to be completed over a 2-3 week period, weather permitting

○ Impacts

- You will have access to your driveways during the project, except:
 - During reclamation operations
 - During paving operations

Project Benefits

- **Proposed upgrades provide**
 - Improved ride and safety
 - Improved drainage
 - More visually appealing streets
 - Decreased maintenance costs
 - Cost effective repair
 - Environmentally friendly construction



Estimated Project Costs

- Total Estimated Project Cost \$250,000
- Project is funded by Assessments and the Local Street Fund
- Total project assessment revenue
 - \$98,337.80

Assessment Rates

Street Assessment	Rate per Inch/LF	Example (4" FDR on Lot w/ 75' of frontage)
Residential Mill & Overlay	\$6.35	\$1,905.00

- Corner lots are assessed the average of the two sides of frontage
 - Example: 100' of frontage on 23rd St & 50' of frontage on 7th Ave, the average is 75'

Assessment Payment Options

Assessment bills will be sent out late August/early September

1. Pay the amount in full by October 28, 2022, without interest.
2. Pay at least 50% of the amount by October 28, 2022, without interest. The remainder will be added to your taxes, spread out over 15 years, with 3.75% interest.
3. Do not pay anything by October 28, 2022. The entire balance will be added to your property taxes, spread out over 15 years, with 3.75% interest.
4. If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold.

Project Updates

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



Questions?



RESOLUTION NO.

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

WHEREAS, pursuant to the resolution adopted by the City Council on the 3rd day of January, 2022 and upon duly published notice as required by law, a hearing was held on the 22nd day of February, 2022, at which time all persons were given an opportunity to be heard on the making of the following improvement:

- 1) **7th Avenue SW, 11th Avenue SW & 23rd Street SW Reclamation 22107**
- a. 7th Avenue SW – 23rd St SW to 24th St SW
 - b. 11th Avenue SW – 10th Ave SW to 18th St SW
 - c. 23rd Street SW – 9th Ave SW to Dead End

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

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 3rd day of January, 2022.
2. Plans and specifications prepared by City Engineer Steven Lang pursuant to the Council resolution are hereby approved and shall be filed by the City Recorder.
3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 22nd day of February, 2022.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.**RESOLUTION SETTING HEARING ON PROPOSED ASSESSMENTS**

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

	<u>Project #</u>
1) 21st Avenue NE	22101
a. 21 st Avenue NE – 8 th Dr NE to 14 th St NE	
2) 9th Street NW & 10th Street NW	22102
a. 9 th Street NW – 10 th Ave NW to 12 th Ave NW	
b. 10 th Street NW – 8 th Ave NW to 13 th Ave NW	
3) 3rd Avenue NE	22103
a. 3 rd Avenue NE – Oakland Pl NE to 19 th St NE	
4) 3rd Street NE	22104
a. 3 rd Street NE – 16 th Ave NE to 18 th Ave NE	
5) 5th Avenue SW & 16th Street SW Mill & Overlay	22106
a. 5 th Avenue SW – 27 th St SW to 29 th St SW	
b. 16 th Street SW – 16 th Ave SW to 19 th Ave SW	
6) 7th Avenue SW, 11th Avenue SW & 23rd Street SW Reclamation	22107
a. 7 th Avenue SW – 23 rd St SW to 24 th St SW	
b. 11 th Avenue SW – 10 th Ave SW to 18 th St SW	
c. 23 rd Street SW – 9 th Ave SW to Dead End	

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

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

1. A hearing shall be held on the 21st day of March, 2022 in the City Hall Council Chambers at 5:30 pm to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of hearing on proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total cost of the improvement. The city clerk shall cause mail notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may pay his or her assessment at any time prior to certification of the assessment on such property without interest if the entire assessment is paid no later than October 31. He or she may at any time thereafter pay to the city the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which such payment is made.

Passed by a vote of yeas and nays this 22nd day of February, 2022.

YEAS

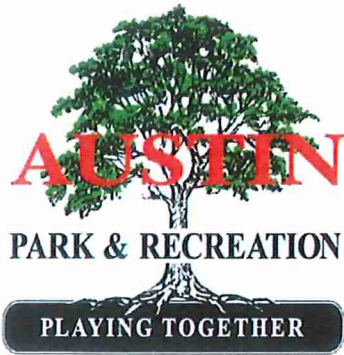
NAYS

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

Date: February 3, 2022

To: Mayor King and Council Members

Re: Spruce Up Austin Requested Contribution toward Honor Guard Park Rejuvenation

As per the attached, Spruce Up Austin will be undertaking a rejuvenation project for Honor Guards Park. The estimated cost of the improvements, based upon utilizing their and other volunteer labor is \$15,000; if the need to utilize some contracted labor, the projected cost nears \$25,000. They are seeking \$4,500 from the city of Austin.

Thank you for your consideration of this request.

A handwritten signature in blue ink that reads "Kevin Nelson".

Kevin Nelson

Austin City Council
c/o Stephen King, Mayor
500 4th Ave. NE. him
Austin, MN 55912

January, 2022

Dear Ladies and Gentlemen,

In 1995 Spruce Up Austin(SUA) embarked on a project to honor all veterans giving special attention to those who serve as Honor Guards. An area on city property that was known as American Legion Park had become bare due to changes in roadways and other infrastructure improvements. Partnering with the VFW, the American Legion, the Disabled American Veterans, the local Lutheran Brotherhood Fraternal Branch, and the City of Austin Park & Rec. & Forestry Department this area was renamed to be Honor Guards Park.

There was a new flagpole, landscape improvements that included many trees, cement work, a bench, and new signage creating a value to the community of over \$9000. During the past 26 years this park has served the community very well, but it has reached a point where it needs to be rejuvenated. Working with the City of Austin, SUA has created a plan that will again have a very positive impact on this area. The park will be improved and SUA is working with community service groups that will be responsible for long-term maintenance.

The estimated cost of the improvements is around \$25,000, but with volunteer work, in-kind work from contractors, and revising the plan we are hoping for a target of \$15,000. Besides considerable time with planning, SUA will be giving volunteer labor and will be committing \$4000 of financial support.

SUA has a history of the donated dollar going far because of volunteers, good planning, and outstanding partners. Your help would be appreciated.

If you have any questions you can contact Mike Ruzek at 460-8965 or Gretchen Ramlo at 433-2911. Thank you for your consideration!

Sincerely,


Mike Ruzek


Gretchen Ramlo

Steve (Mr Mayor!)

I just wanted to add a couple things that we talked about —

* The two bronze plaques are on both sides of the Flag pole —

1 - From 1936 and honors (by name) the Gold Star Mothers From Mower Co.

2 - From 1940 and honors the War Vets From the Civil War who are from Mower Co.

Also involvement by these groups

*** City of Austin! Thanks again!

UP - American Legion

+ SPAM post 570 (women of Am. Legion)

this is the post that Jay Hornel started as the Hornel Girls

+ VFW

+ Hornel Veterans Group

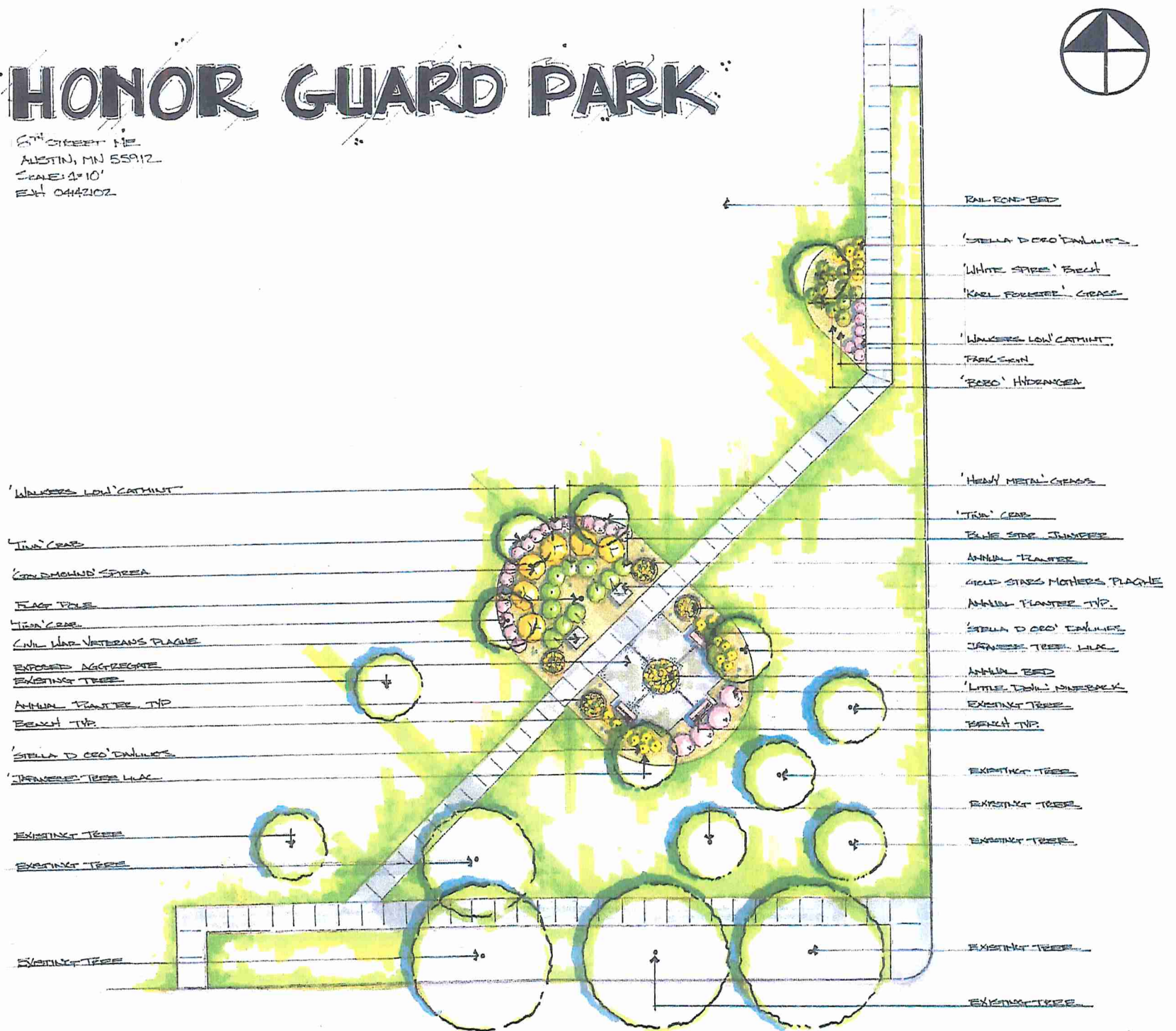
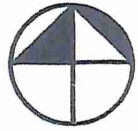
+ Bruins will Adopt the Spot and do Spring/Fall Maintenance!

Thanks so much for taking this forward to the City Council. -- Heller if you have any questions! Gretchen Ramlo 433-2911

* Spruce
has committed
\$4,000

HONOR GUARD PARK

6TH STREET NE
AUSTIN, MN 55912
SCALE: 1"=10'
EHT 0442102



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

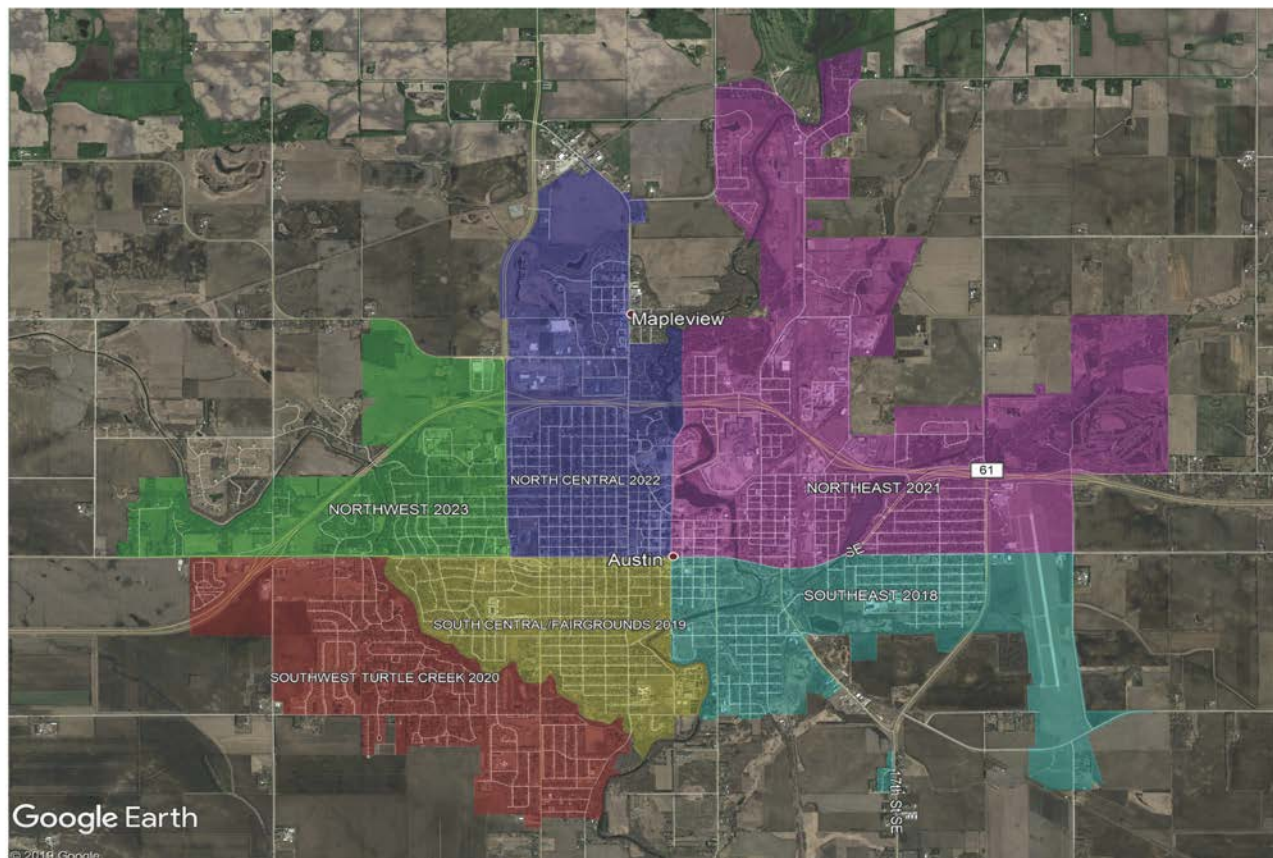


Steven J. Lang, P.E.
City Engr./Public Works Dir.
507-437-9949
Fax 507-437-7101
slang@ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: February 16, 2022
Subject: Inflow & Infiltration Implementation Plan
2021 NE Sector (sump inspection program)

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.

A majority of the work in the NE Sector was completed in 2021, with the only item remaining being the sump pump inspections. WHKS has provided a proposal in the amount of \$127,280 to complete the sump pump inspection program in the NE Sector.

	<u>2021</u>	<u>2022</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		\$127,280
• Analysis, Report & GIS Mapping	\$ 7,000	
• Sanitary Sewer Televising CCTV	<u>\$157,588.64</u>	
TOTAL		\$421,868.64

The sump pump inspection program was cancelled for the SW Sector in 2020 due to the pandemic. This has put the sump inspections 1-year behind the other portions of the I&I program.

I would recommend moving forward with this amendment with WHKS in the amount of \$127,280 for services related to sump pump inspections in the NE Sector. This project will be funded using sanitary sewer user fees. If you have any questions, please feel free to contract me.

CIP Budget

<u>Year</u>	<u>Sector</u>	<u>Estimated Cost</u>	<u>Actual Cost</u>
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	\$421,870
2022	North Central	\$400,000	
2023	Northwest	<u>\$350,000</u>	
		\$2,250,000	

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



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

Memorandum

To: Mayor & Council
From: Steven Lang, PE
Date: February 16, 2022
Subject: Airport Zoning Grant, CP 22302

City staff, working with SEH and MnDOT, have developed a project to update zoning around the Austin Municipal Airport. The current Airport zoning ordinance was adopted in 1977 for what was at the time a 4800 ft runway. In the mid-2000's the airport was expanded to 5800 ft with plans for future extension to 6500 ft. To-date the zoning ordinance has not been updated to meet current or future runway standards.

The project scope is detailed out to meet MnDOT FAA requirements for rezoning. Those details include:

- 1) Development or recall of the Joint Airport Zoning Board (JAZB)
- 2) Facilitate JZAB meetings, public hearings and open houses
- 3) Development of zoning maps
- 4) Development of zoning ordinance
- 5) Research of zoning conflict areas
- 6) Submittals to MnDOT

We have received a grant from MnDOT to complete this work with our airport consultant SEH in the amount of \$48,700. Key parts of the grant include:

- 1) Expiration Date: December 31st, 2025
- 2) Cost Participation: Total \$48,700
 - a. State (70%) \$34,090
 - b. Local (30%) \$14,610
- 3) Authorized Representatives
 - a. State Contact; Luke Bourassa and/or Brian Conklin
 - b. Local Contact; Steven Lang

We would recommend approval of the MnDOT grant for airport zoning update. Please let me know if you have any questions.

Project Funding	\$48,700
MnDOT State Grant	\$34,090 (70%)
Local Airport Construction Fund	\$14,610 (30%)

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

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and **City of Austin, MN** ("Grantee").

RECITALS

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

AGREEMENT TERMS

- 1 **Term of Agreement, Survival of Terms, and Incorporation of Exhibits**
 - 1.1 **Effective Date.** This agreement will be effective on February 15, 2022, or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
 - 1.2 **Expiration Date.** This agreement will expire on December 31, 2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
 - 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
 - 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A5001-56**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
 - 1.5 **Exhibits.** Exhibit "**A**" - City of Austin's Grant Request Letter; and Exhibit "**B**": Credit Application, are attached and incorporated into this Agreement.
- 2 **Grantee's Duties**
 - 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
 - 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
 - 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
 - 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
 - 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without

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

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

3 Time

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

4 Cost and Payment

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Airport Zoning Ordinance Update	0%	70%	30%
Federal Committed:	\$0.00		
State:	\$ 34,090.00		
Grantee:	\$ 14,610.00		

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

- 4.2 Travel Expenses.** No Reimbursement for travel and subsistence expenses are included in this Grant. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- 4.3 Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.
- 4.4 Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$ 34,090.00**.
- 4.5 Payment**

- 4.5.1 Invoices.** Grantee will submit invoices for payment by **Credit Application**; Exhibit "B", which is attached and incorporated into this agreement and can also be found at - <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized paid invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

Monthly, or as work completion dictates.

- 4.5.2 All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
- 4.5.3 State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the

corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 Grantee Payment Requirements. Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

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

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

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

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

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

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

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

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representatives are:

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

6.2 Grantee's Authorized Representative is:

Steven Lang, City Engineer/Public Works Director
Phone (507) 437-9949 (slang@ciaustin.mn.us)

City of Austin

500 Fourth Avenue N.E.

Austin, MN 55912-3773

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

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8 Liability

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

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

- 10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

- 10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works

and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 **Obligations**

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

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

11 **Workers Compensation**

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

12 **Publicity and Endorsement**

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

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

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

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

14 **Termination; Suspension**

14.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to

disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

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

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

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

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

19 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035.

Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

20 Additional Provisions

[Intentionally left blank.]

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATIONBy: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

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



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

November 5, 2021

RE: Austin Municipal Airport
State FY 2022 Grant Request
Airport Zoning Update

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

SP A5501-56

Contract No.1049733

Dear Mr. Bourassa,

The City of Austin is requesting a grant from the MnDOT Office of Aeronautics for the Austin Municipal Airport for State Fiscal Year 2022. The grant request is for the Airport Zoning Update. Actual cost associated with this project is shown below:

Airport Zoning Update (SEH)

	\$48,700.00
MnDOT Share – 70%	\$34,090.00
Local Share – 30%	\$14,610.00

This letter serves as a formal request for State funding to provide for this project. The requested State grant for this work is \$34,090.00 Please contact me if you have any questions or need further information. Thank you for supporting the Austin Municipal Airport.

Sincerely,

Digitally signed
by Steven Lang
Date: 2021.11.05
07:11:53 -05'00'

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

Cc: Brian Conklin, MnDOT Office of Aeronautics
Julie Carr, MnDOT Office of Aeronautics
Jacqueleine Zirbes, SEH
Shawn McMahon, SEH

State Only

Enclosure:
SEH Agreement for Airport Zoning Enactment

Mn/DOT Agreement No.

CREDIT APPLICATION

For period beginning , 20 ; ending , 20 .

[illegible]

☐ *FINAL ☒ PARTIAL (CHOOSE ONE)

Title

(Complete Form On Reverse Side)

Exhibit "B" (cont.)

STATE OF Minnesota

COUNTY OF

, being first duly sworn, deposes and says that he/she is the
 of the Municipality of , in the County
of , State of Minnesota; that he/she has prepared the foregoing Credit Application,
knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own
knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION

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

It is resolved by the City of Austin as follows:

1. That the state of Minnesota Agreement No. 1049733,

"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A5001-56 at the Austin Municipal Airport is accepted.

2. That the _____ and _____ are
(Title) (Title)

authorized to execute this Agreement and any amendments on behalf of the

City of Austin.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

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 17, 2022
Subject: Airport Maintenance and Operations
Airport Rescue Grant Program

Each year the City of Austin is eligible to receive funds from MnDOT Aeronautics for operation and maintenance activities at the Austin Municipal Airport. The current two-year agreement details a reimbursement allotment to 75% or up to \$51,075 per year. As part of the agreement the city is required to operate and maintain the airport in a safe and serviceable manner, including mowing and snow removal. Each year we have about \$70,000 to 80,000 in eligible expenses, so we are able to max out the grant dollars on the following reimbursement items:

- Winter snow and ice removal
- Summer mowing
- Pavement maintenance, such as, sweeping, patching & striping
- Building utilities, supplies and repairs

With the passing of the American Rescue Plan Act 2021, the Austin Municipal Airport is eligible to receive an additional \$32,000 allocation. Key terms of the agreement include:

- Expiration Date: September 30th, 2024
- Eligible expenses: operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport and debt service payments.
- Reimbursement for 100% of federally-eligible expenses
- Authorized Representative:
 - MnDOT, Jessica McBroom, Grant Specialist
 - City, Stephen King, Mayor

At this time, we would request Council acceptance of the \$32,000 of federal grant funding. If you have any questions, please contact me.

STATE OF MINNESOTA
AGENCY AGREEMENT for
FEDERAL AIRPORT EXPENSES REIMBURSEMENT

This agreement is entered into by and between the City of Austin (“Local Government”) and the State of Minnesota, acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Local Government has received an Airport Rescue Grant (“ARG”) under the American Rescue Plan Act of 2021 (H.R. 1319, Public Law 117-2) (“ARPA”) directly from the Federal Aviation Administration (“FAA”) to reimburse eligible airport expenses at Local Government’s airport.
2. This agreement is not a subgrant of the ARG funds. The FAA will be conducting oversight and monitoring the ARG funding (see ARPA FAQs for more information, at: https://www.faa.gov/airports/airport_rescue_grants/media/20211124_ARPA_FAQs.pdf).
3. Pursuant to Minnesota Statutes Sections 360.016 and 360.039, subd. 2, the Local Government desires MnDOT to act as the Local Government’s agent in accepting the federal funds on the Local Government’s behalf and disbursing the federal funds to the Local Government for expenses at the airport.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. Effective Date: This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.
- 1.2. Expiration Date: This agreement will expire on September 30, 2024.

2. Local Government’s Duties

- 2.1. The Local Government designates MnDOT to act as its agent in accepting the federal funds on its behalf and disbursing the federal funds to the Local Government for airport expenses deemed allowable by the FAA under the ARPA Act.
- 2.2. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to disburse the federal aid sought by the Local Government.
- 2.3. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations. The Local Government will comply with all requirements and assurances in the ARG Grant, which is incorporated into this contract by reference.

3. MnDOT’s Duties

- 3.1. MnDOT accepts designation as agent of the Local Government for the receipt of the federal funds and disbursement of the federal funds to the Local Government and will act in accordance herewith.
- 3.2. MnDOT will make the necessary requests to the FAA for authorization to disburse federal funds for airport expenses and for reimbursement of eligible costs under the ARPA Act.
- 3.3. MnDOT may withhold federal funds where the FAA determines that airport expenditures were not made in compliance with federal requirements.
- 3.4. MnDOT, the FAA, or duly authorized representatives of the state and federal government will have the right to audit the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the contract.

4. Payment

- 4.1. **Eligibility.** Eligible expenses under the act include costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments for the Austin Municipal Airport. Eligible expenses will be determined by the Federal Aviation Administration. Eligible expenses will be determined in accordance with FAA's Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 79 Federal Register 66282 (79 FR 66282), which is incorporated into this agreement by reference, and the ARPA Act.
 - 4.2. **Reimbursement.** Local Government has been awarded \$32,000 in Federal ARPA Act funding to reimburse federally-eligible expenses at airport(s) it operates. Local Government will be reimbursed for 100% of federally-eligible expenses not reimbursed by any other source. The Local Government will pay any part of the cost or expense that is not paid by federal, state, or other funds. MnDOT will receive the federal funds to be paid by the FAA for eligible expenses and will reimburse the Local Government from said federal funds for each payment request, subject to the limits of those funds.
 - 4.3. **Payment Requests.** The Local Government will prepare payment requests in accordance with the terms of the federal award.
 - 4.3.1. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may work directly with FAA to receive the federal funds under the ARPA Act grant pursuant to any terms and conditions imposed by FAA.
 - 4.4. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for the Local Government's failure to comply with federal requirements. The Local Government agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
 - 4.5. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of the Federal award. The FAA will determine whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed.
5. **Conditions of Payment.** Local Government's use of federal funds disbursed under this agreement must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive reimbursement under this Agreement for expenses that are not eligible as described in Section 4.1 above.

6. Authorized Representatives

- 6.1. MnDOT's Authorized Representative is:

Name: Jessica McBroom, or her successor or designee.

Title: Grants Specialist

Email: jessica.mcbroom@state.mn.us
- 6.2. The Local Government's Authorized Representative is:

Name: Stephen King

Title: Mayor

Email: mayorking@ci.austin.mn.us

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability. Minnesota Statutes Section 466.04 governs Local Government Liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to this agreement. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any and all lawful claims or costs arising out of or incidental to Local Government's acts or omissions under this agreement and any *ultra vires* acts, including reasonable attorney fees incurred by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. All requests for reimbursement are subject to audit by FAA or MnDOT.

- 10. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it

applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement.

11. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination for Cause.** MnDOT may terminate this agreement if Local Government fails to observe or perform any of the terms, conditions, or covenants required to be observed or performed by it pursuant to this agreement and such failure continues for a period of 30 calendar days after MnDOT has given written notice to Local Government of such default or, in the event that such default shall be incapable of cure with reasonable diligence during said 30 day period, shall have failed to commence to cure said default within 30 days of the date of said notice and to diligently pursue the same to completion.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
15. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a federal or state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this agreement.
16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59, if applicable, which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
17. **Limitation.** Under this contract, MnDOT is only responsible for disbursing funds. Nothing in this contract will be construed to make MnDOT a principal, co-principal, partner, or joint venturer with respect to this agreement.

MnDOT may provide technical advice and assistance as requested by the Local Government, however, the Local Government will remain responsible for all aspects of administering this agreement.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

LOCAL GOVERNMENT

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

MnDOT GRANT UNIT

By: _____

Date: _____

RESOLUTION

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION AGENCY AGREEMENT FOR FEDERAL AIRPORT EXPENSES REIMBURSEMENT

It is resolved by the **City of Austin** as follows:

1. That the state of Minnesota Agreement No. **1049504**,

"Grant Agreement for Federal Airport Expenses Reimbursement," for

State Project No. **A5001-C3** at the **Austin Municipal** is accepted.

2. That the _____ and _____ are
(Title) (Title)

authorized to execute this Agreement and any amendments on behalf of the

City of Austin.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

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

February 15, 2022

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 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 2021 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 2022. I’ve attached his 2021 recap as well as 2022 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 preparation of the 2022 budget assisting with continued implementation of the compensation and classification study, returning positions to the city’s operations while blunting the overall levy. Processing the COVID American Rescue Plan

Act (ARPA) funding was another important effort as well as planning for the financial structure for the massive wastewater treatment plant upgrades. Ensuring a clean audit has become a natural expectation under Mr. Dankert's leadership as well as being awarded the GFOA's Certificate of Achievement for Excellence in Financial Reporting. 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 \$4,059.74 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 N.E.
Austin, Minnesota 55912-3773



Phone: 507-437-9940

www.ci.austin.mn.us

MEMO

TO: Craig Clark, City Administrator
FROM: Tom Dankert ^{TND}
DATE: January 28, 2022
SUBJECT: Annual Goals
U:\Word\2022\Miscellaneous\Goals Dankert 2021 - 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 2021 year that just ended.

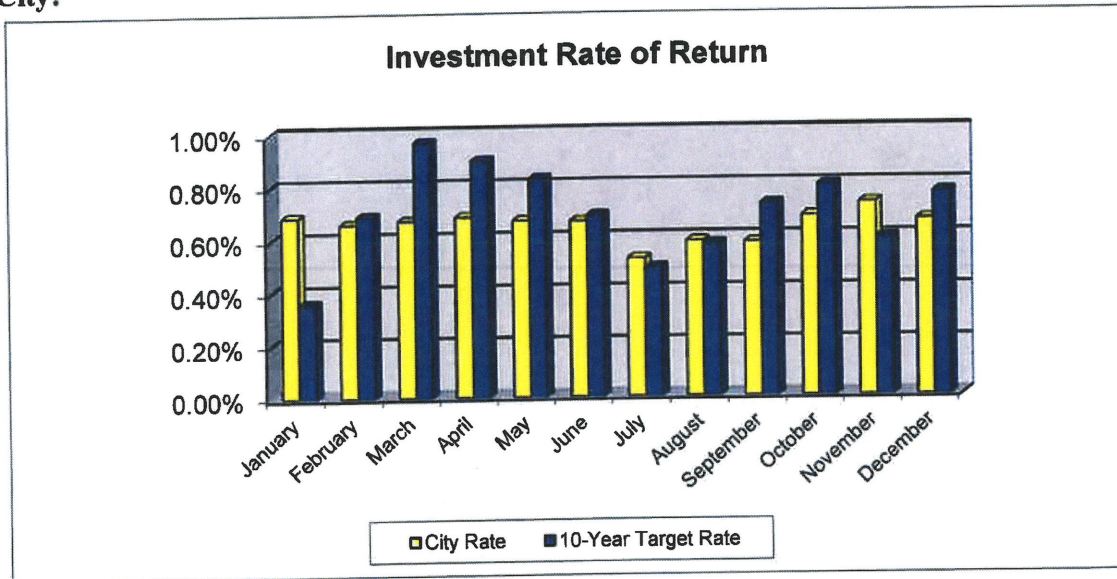
Part of this requirement is to forward to the City Council a result of my goals for the prior year, and a list of goals for the upcoming year. In the past, I have provided something like the attached (most years it went directly to the retreat) for goals.

Thanks, and please call if you have any questions.

FINANCE DEPARTMENT UPDATE

Results of 2021:

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 during some of the months. There is still massive volatility in the market, as can be seen by the 10-Year Treasury rate fluctuating up and down during the year (anywhere from a low of 1.11% to a high of 1.72%). These swings are usually based on the market conditions centering around the Federal Reserve and their discussions on interest rate hikes (or freezes). With the massive amount of cash we are needing to keep short-term (earning 1 to 10 basis points) in order to cash flow the KSMQ project and the delayed WWTP project, we suffer in the market by keeping the cash invested short-term. However, earning a little interest on these short-term deposits is better than investing it long-term, and then selling for a loss! I will not invest these dollars long-term just to meet targets or goals, if in the long run it would require a loss on the sale of the investment to meet cash flow needs.
- The 2020 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 36th consecutive year. The Port Authority also did not have any findings of non-compliance. A key to the 2020 audit was the Single Audit for the CARES Act funding we received. While this proved to be one of the most challenging audits (between the auditors and the state/fed's), we passed with flying colors.
- 2022 budget and 5-Year Capital Improvement Plan have been approved by council and is currently being implemented by staff. The budget included a tax levy increase within the parameters set by the elected officials, and brings back to work positions that had been vacated a year earlier.

- 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, including meetings with Hormel staff, bond attorneys, and finance advisors.
- Some staff have implemented electronic timesheets, but we have yet to roll it out to other departments. One road block standing in our way is the near future change LOGIS is going to do with our payroll/accounting system. We hesitate to implement something new if it will be changing in a year or so.
- The Austin Part-time Firefighters Relief Association did get their bylaws updated during the year, after several years of urging them on and helping them through this process. We continue to do the accounting for the Association such that all of the reporting can get done on time, so the city can then receive the State Fire Aid allocation.
- We are winding down the flood grants, but the airport grants seem to be ramping up. Continually monitoring the myriad of grants and getting reimbursements on a timely basis is a continual challenge, depending on what state/federal agency you are working with.

2022 Goals:

1. Maintain the Cash and Investment Rate of Return at or above the rate of the 10-Year Treasury bond, less 1.00%. As market rates continue to fluctuate, finding the right legal investment to place the citizen's money in continues to challenge us. Needing to keep short term cash at roughly 40%-50% of the total portfolio in a period of unpredictable rates may prove to be a challenge. Cash is needed to be maintained short-term to cash flow our major projects.
2. Work with the auditors for the 2021 audit, with no findings of non-compliance and another year of receiving the Certificate of Achievement in Financial Reporting for our Annual Comprehensive Financial Report (ACFR). The Single Audit will be required this year for the use of the ARPA funds. We originally did major calculations (the binder is about 2 inches thick of calculations and backup for the auditors) when there was a Loss of Revenue limit of 4.1% inflationary growth. These calculations gave the elected officials immediate direction that our funds could be used on existing government services wages/benefits. We also helped a few other governmental jurisdictions on their calculations. Subsequently, the U.S. Treasury "Loss of Revenue" calculation was amended to include an automatic \$10 million for all base.
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. As a member of the LOGIS consortium for our financial and HR software, LOGIS has been notified of Oracle's intent to discontinue service/software upgrades on what the consortium has used since 2000. We are in the process, as a consortium, to evaluate replacement software, with the LOGIS goal of starting to implement new software in the 4th quarter of 2022. I anticipate Austin will need to start the process of implementing new software in late 2022 or early 2023. This will truly be a challenge, as the last software change Austin made required massive amounts of staff hours to complete.
6. Continue to assist the Austin Parttime Firefighters Relief Association with the monitoring of their cash and investment reconciliations in an effort to make their annual audit as seamless as possible. Not really part of my job, but doing this ensures we avoid the problems we had years ago with delinquent reports and the threat of lost State Fire Aid.
7. Implement GASB 87 for Lease Accounting. Currently we are not required to do any special accounting for our leases. However, starting for the year-ended December 31, 2022 we will need to implement the lease accounting standard that requires us to calculate the present value of all of our leases. The first step is to determine what we have for leases (there are more than you think if you follow the standard).
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. We are currently working on a 48-unit affordable housing project near the post office.
9. With the recently announced retirement of the MIS Administrator, I will be working to hire a new individual to oversee the computer operations of the city. We also have a new server upgrade scheduled for this year (if we can get parts!!) that will take significant staff time.
10. We are in the process of upgrading the council chambers with new audio/visual equipment to enhance the viewing and operation of our meetings. This will include a live internet stream of all of our meetings. We are struggling to get all of the ordered equipment, but once that is here, we shall help with the installation and operation to upgrade this 10+ year-old equipment.

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

RESOLUTION NO.

**RESOLUTION AWARDED DIRECTOR OF ADMINISTRATIVE SERVICES
A LUMP SUM PAYMENT FOR 2021 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 up to and 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 2021 exceptional service payment; and

NOW, THEREFORE, BE IT RESOLVED, that a one-time lump sum payment of \$4,059.74, for exceptional service in 2021, 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 22nd day of February 2022

YEAS _____

NAYS _____

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.

ACCEPTING DONATIONS TO THE CITY OF AUSTIN

WHEREAS, the City has received gift as follows:

Gift	Donor	For
\$5,000	Eagles #703	Disc Golf Fund
\$495	Memorials for Mable Hjelman	Summer Adventure Scholarships
\$9,920	See Attached	Austin Public Library

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 22nd day of February, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

2021 Library Gifts

Date:	Gift:	Given By:	For:
01/14/21	\$100.00	Mary Nelson	Library expenses
01/16/21	\$100.00	Maureen Steenblock	IMO LaVonne Griffin for children's area
01/18/21	\$25.00	Anne Dvorak	IMO Donna
01/19/21	\$50.00	Maureen Steenblock	IMO Tim Lowell for children's area
01/30/21	\$25.00	Maureen Steenblock	IMO Lois Paulson
01/30/21	\$400.00	Barb Lysne & Family	IMO Mary Kellogg
02/11/21	\$50.00	Mary Lou Nelson	IMO Lois Paulson
02/19/21	\$500.00	Johnson Controls, Inc. - matching grant for employee donation from Gretchen Lindstrom	IMO Ruth Lindstrom
03/01/21	Framed pen & ink drawing of AHS	Family of Lois Paulson	IMO Lois Paulson
03/01/21	\$1,045.00	Family of Lois Paulson	IMO Lois Paulson
03/01/21	\$20.00	Orrin & Nancy Grangaard, Waukon, IA	IMO Lois Paulson
03/01/21	\$25.00	Marilyn Grangaard Preus & Mary Preus, St. Paul, MN	IMO Lois Paulson
03/01/21	\$25.00	Elizabeth Richardson	IMO Lois Paulson
03/01/21	\$50.00	Ladies Floral Club	IMO Barb Orcutt
03/01/21	\$20.00	Margaret Willardson, Worthington, MN	IMO Sharon L. Wagner
05/15/21	\$100.00	Kathy Leisen, Rose Creek, MN	IMO Sally Kolb
05/20/21	\$100.00	American Legion Aux. Unit 91	General Expenses
06/08/21	\$50.00	Irene Anderson	IMO Arlayne Schauls
06/14/21	\$265.00	Douglas & Joanne Chaffee	IMO
07/02/21	\$515.00	Burlyn Delhanty (McFarland Truck Li	IMO Janet Delhanty
08/25/21	\$200.00	Margy Voss Book Group	IMO Margy Voss
08/15/21	\$25.00	Carol Bogott	IMO Margy Voss

2021 Library Gifts

08/21/21	\$20.00	Alberta Sorenson	IMO Debra Magee Verducci
09/17/21	\$30.00	Mower Co. Horticulture Society	IMO Jim Wegner
10/29/21	100.00	C. Paul Heins of Washington, DC	IMO Connett Bremner
10/29/21	25.00	Richard & Jean Johnson	IMO Connett Bremner
10/29/21	25.00	Brian Ascher & Meg Marquez-Ascher of Alexandria, VA	IMO Connett Bremner
10/30/21	30.00	Larry & Carol Lawson of Orem, UT	IMO Connett Bremner
11/02/21	100.00	Amanda & David Gilbert	IMO Connett Bremner
11/02/21	25.00	Brett & Dawn Asay	IMO Connett Bremner
11/02/21	50.00	Dan & Carol Carolan	IMO Connett Bremner
11/02/21	25.00	Colette Chaffee	IMO Connett Bremner
11/02/21	300.00	Brent & Sheri Christenson	IMO Connett Bremner
11/02/21	10.00	Lisa & John Deyo	IMO Connett Bremner
11/02/21	100.00	Justin Diether	IMO Connett Bremner
11/02/21	150.00	Phyllis & George Diether	IMO Connett Bremner
11/02/21	20.00	Wayne & Jill Dietrich	IMO Connett Bremner
11/02/21	25.00	DedaRae & Rich Graber	IMO Connett Bremner
11/02/21	50.00	Brent & Lori Henry	IMO Connett Bremner
11/02/21	25.00	Jim & Mary Herrick	IMO Connett Bremner
11/02/21	25.00	Brian & Deb Johnson	IMO Connett Bremner
11/02/21	25.00	Jan Muzik	IMO Connett Bremner
11/02/21	50.00	Chris & Jim Possin	IMO Connett Bremner
11/02/21	25.00	Rae Dawn Rao	IMO Connett Bremner
11/02/21	20.00	Marc & Tracy Reynen	IMO Connett Bremner
11/02/21	25.00	Bruce, Louise & Dylan Sorenson	IMO Connett Bremner
11/02/21	100.00	Mark & Carolyn White	IMO Connett Bremner
11/02/21	100.00	Jeff & Renee	IMO Connett Bremner
11/06/21	75.00	Timothy & Mary Barinka	IMO Connett Bremner
11/10/21	100.00	David & Cheryl Northrup of Lamar, CO	IMO Connett Bremner

2021 Library Gifts

11/12/21	1,200.00	Rachel Scepanski & Adam Davis of Minneapolis, MN	IMO Connett Bremner
11/17/21	1,000.00	Glenn & Sally Baker	For equip/materials in expansion project
11/19/21	50.00	Michael & Julie Brunner	IMO Connett Bremner
11/22/21	75.00	Austin High School Special Ed. Team	Cash rcvd at APL
12/09/21	\$100.00	Geraldine Beckmann	IHO John Beckmann & Family
12/13/21	\$50.00	Mark & Susan Nagle	Library expenses
12/15/21	\$500.00	Meridee Ofstedahl	Library expenses
12/21/21	\$100.00	Walter & Patricia Stevens, Hopkins, MN	Library expenses
12/29/21	\$500.00	Carin Draper, Morristown, MN	IMO Mercedes Nordstrom
12/29/21	\$1,000.00	John & Julie Beckmann	Library expenses

\$9,920.00 Total Cash Gifts for 2021 - YTD

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: Eric Kniefel
902 9th Ave SW, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 902 9th Ave SW, Kniefel Property

Date: February 18, 2022

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 902 9th Ave SW. 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



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Austin, Minnesota 55912-3773
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January 20th, 2022

Eric Kniefel
902 9th Ave SW
Austin, MN 55912

RE: Zoning Violations at 902 9th Ave SW Austin, MN 55912

Dear Eric:

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 January 20th, 2022 at this site and the following issues need to be resolved:

Remove all junk from property

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

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

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

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

B. Public nuisances affecting health

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

D. Public nuisances affecting peace and safety.

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

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

NOTICE AND ABATEMENT.

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

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

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

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

City Code Section 10.14, Subd. 5:

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

City Code Section 10.14, Subd. 6:

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

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

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

Sincerely,



Brent Johnson
Zoning Inspector



902 9th Ave SW