

A G E N D A
CITY COUNCIL MEETING
MONDAY, MARCH 7, 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 22, 2022

3. Recognitions and Awards.

Retirement – Joe Sunderman – January 14, 1985 to February 25, 2022

(mot) 4. *Consent Agenda

Licenses:

Exempt Gambling (raffle): Dutchtown Jumpers on June 18, 2022

Exempt Gambling (raffle): Mower County Pheasants Forever on April 30, 2022

Claims:

a. Pre-list of bills

b. Credit Card and Financial Reports.

PUBLIC HEARING:

5. Reviewing redistricting plan based on 2020 census.

(mot) a. For preparation of redistricting ordinance.

(ord) b. For adoption and publication of the redistricting ordinance.

(res) c. Defining precinct lines and polling places.

BID OPENINGS AND AWARDS:

6. Receiving bids for the seasonal supply of bituminous material.

(res) a. Awarding bid.

7. Receiving bids for asphalt emulsion oil.

(res) a. Awarding bid.

PETITIONS AND REQUESTS:

(res) 8. Approving a contract with the Austin Fire Association.

(res) 9. Approving a purchase agreement with Troy Cunningham. *(backup to follow)*

(res) 10. Reviewing options for a contract for Library design services.

- (res) 11. Approving a contract with Erickson Engineering for the Todd Park pedestrian bridge.
- (mot) 12. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 201 3rd Street SE, Pizano Property.

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator
City Council

- (mot) Adjourn to **Monday, March 21, 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 22, 2022
5:30 PM
Council Chambers

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

MEMBERS ABSENT: Council Member Jason Baskin

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

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

APPEARING IN PERSON: Austin Daily Herald, Tom Woodhouse, Kevin Schammel, Marian Clennon, Julia Everson

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

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

Moved by Council Member Fischer, seconded by Council Member Oballa, approving Council minutes from February 7, 2022. Carried.

AWARDS AND RECOGNITIONS

Mayor King read a proclamation declaring April 29, 2022 and May 2022 as Arbor Month.

CONSENT AGENDA

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

Licenses:

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.

Carried.

PUBLIC HEARINGS

A public hearing was held for street improvements on 21st Avenue NE (8th Drive NE to 14th Street NE) Project 22-101.

Assistant City Engineer Mitch Wenum stated the City will remove the existing road, median and curb and replace with a new concrete 40 foot wide street along with a ten foot bike path on the north side of the road. Underground utilities will be repaired or replaced. The road is going to be rerouted at the intersection with 11th Street NE to improve safety. The project will begin in early July. Adjacent property owners will be assessed per the City's street assessment policy at an interest rate of 3.75%. Property owners will have the option to pay the assessment in full, pay 50% of the assessment and have the remainder go on their real estate taxes or have all of the assessment go on their real estate taxes. The total project is \$1,400,000 and \$111,865 will be assessed to the adjacent property owners. There is also a federal grant for \$400,000 on the project.

Kevin Schammel, 1200 21st Avenue NE, questioned if the assessment is fair due to wear and tear on the road. He stated the damage is due to semi-truck traffic from other businesses.

Mr. Wenum stated the assessments are based on the lot frontage and the type of road, not the traffic on the street. The size of the frontage dictates the assessment cost.

Mayor King stated the City tries to be fair to all property owners.

Public Works Director Steven Lang stated that road is over 50 years old and it is time for replacement.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 22-101. Carried 6-0.

A public hearing was held for 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.

Assistant City Engineer Mitch Wenum stated the City will remove the existing road and curb and replace with a new asphalt street along with removing and replacing the deficient sidewalk. The streets will be widened to 34 feet wide. Underground utilities will be repaired or replaced. The

project will begin in early May is expected to be completed in September. Adjacent property owners will be assessed per the City's street assessment policy at an interest rate of 3.75%. Property owners will have the option to pay the assessment in full, pay 50% of the assessment and have the remainder go on their real estate taxes or have all of the assessment go on their real estate taxes. The total project is \$930,000 and \$252,390 will be assessed to the adjacent property owners.

Tom Woodhouse, 1205 9th Street NW, questioned what the assessment rate was for a commercial property versus residential.

Public Works Director Steven Lang stated the commercial rate is \$80.25 per foot and the residential rate is \$56.18 per foot.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 22-102. Carried 6-0.

A public hearing was held for street improvements on 3rd Avenue NE (Oakland Place NE to 19th Street NE) Project 22-103.

Assistant City Engineer Mitch Wenum stated the City will remove the existing road and curb and replace with a new asphalt street along with removing and replacing the deficient sidewalk. Underground utilities will be repaired or replaced. The project will be completed in two phases beginning in May. Adjacent property owners will be assessed per the City's street assessment policy at an interest rate of 3.75%. Property owners will have the option to pay the assessment in full, pay 50% of the assessment and have the remainder go on their real estate taxes or have all of the assessment go on their real estate taxes. The total project is \$1,010,000 and \$226,047 will be assessed to the adjacent property owners.

There were no public comments.

Moved by Council Member Postma, seconded by Council Member Oballa, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 22-103. Carried 6-0.

A public hearing was held for street improvements on 3rd Street NE (16th Avenue NE to 18th Avenue NE) Project 22-104.

Assistant City Engineer Mitch Wenum stated the City will remove the existing road and curb and replace with a new asphalt street along with removing and replacing the deficient sidewalk. The project will begin in May and is expected to be completed in June. Adjacent property owners will be assessed per the City's street assessment policy at an interest rate of 3.5%. Property owners will have the option to pay the assessment in full, pay 50% of the assessment and have the remainder go on their real estate taxes or have all of the assessment go on their real estate taxes. The total project is \$500,000 and \$145,940 will be assessed to the adjacent property owners.

Marian Clennon, 1711 3rd Street NE, stated she heard semis go by recently and is concerned about the semi traffic on the road. She requested signs be placed in the neighborhood to eliminate truck traffic. She stated she is opposed to paying the full price if the semi traffic is going to continue in the neighborhood.

Public Works Director Steven Lang stated there is no outlet once the turn is made into the neighborhood.

Council Member Poshusta stated she has seen very little truck traffic in the area.

Moved by Council Member Fischer, seconded by Council Member Postma, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 22-104. Carried 6-0.

A public hearing was held for 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.

Assistant City Engineer Mitch Wenum stated the City will mill and overlay the existing roadway. The project will begin in June and will take 2-3 weeks. Adjacent property owners will be assessed per the City's street assessment policy at an interest rate of 3.5%. Property owners will have the option to pay the assessment in full, pay 50% of the assessment and have the remainder go on their real estate taxes or have all of the assessment go on their real estate taxes. The total project is \$125,000 and \$42,421 will be assessed to the adjacent property owners.

Julia Everson, 2903 5th Avenue SW, stated there has been a lot of water on the street. She questioned why there isn't a storm drain on the street.

Public Works Director Steven Lang stated they looked at installing the storm sewer and stated it wasn't the time to do that.

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

A public hearing was held for 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.

Assistant City Engineer Mitch Wenum stated the City will have a full depth reclamation and overlay project. He stated one block of project will be eliminated due to design issues. Underground utilities will be repaired or replaced. The project will begin in June and will take 2-3 weeks. Adjacent property owners will be assessed per the City's street assessment policy at an interest rate of 3.5%. Property owners will have the option to pay the assessment in full, pay 50% of the assessment and have the remainder go on their real estate taxes or have all of the

assessment go on their real estate taxes. The total project is \$250,000 and \$98,337 will be assessed to the adjacent property owners.

Public Works Director Steven Lang stated public informational meetings were held the previous week too. He noted that there may be material delays with the projects.

There were no public comments.

Moved by Council Member Fischer, seconded by Council Member Poshusta, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 21107. Carried 6-0.

PETITIONS AND REQUESTS

Moved by Council Member-at-Large Austin, seconded by Council Member Waller, adopting a resolution setting public hearings for March 21, 2022 for street improvement project assessments. 6-0.

Parks and Recreation Director Kevin Nelson stated Spruce Up Austin is planning a project at Honor Guard Park which is estimated at \$25,000. They are requesting \$4,500 from the City for the project.

Moved by Council Member Fischer, seconded by Council Member Waller, approving a donation to Spruce Up Austin in the amount of \$4,500 from 2022 contingency funds for a project at Honor Guard Park. Carried.

Public Works Director Steven Lang requested the Council approve the sump pump inspection program in the NE sector of Austin. The contract is in the proposed amount of \$127,280 and is with WHKS. The company has completed sump pump inspections in the other sectors of town in previous years.

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, adopting a resolution approving a contract with WHKS for sump pump inspections in the NE sector of town. Carried 6-0.

Public Works Director Steven Lang requested the Council approve a grant agreement in the amount of \$34,090 for a rezoning project at the Austin Municipal Airport. The grant would cover 70% of the total project cost of \$48,700 and the other 30% would come from local funds.

Moved by Council Member-at-Large Austin, seconded by Council Member Waller, adopting a resolution approving a MnDOT grant for an airport zoning update. Carried 6-0.

Public Works Director Steven Lang stated the City received a grant in the amount of \$32,000 and it will go towards operations at the Airport.

Moved by Council Member Fischer, seconded by Council Member Waller, approving an American Rescue Plan agreement for airport maintenance and operations. Carried 6-0.

City Administrator Craig Clark requested the Council approve exceptional performance pay for the Director of Administrative Services. He stated Mr. Dankert has met the criteria for this additional compensation.

Moved by Council Member-at-Large Austin, seconded by Council Member Oballa, adopting a resolution approving exceptional performance pay for the Director of Administrative Services. Carried 6-0.

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

Moved by Council Member Fischer, seconded by Council Member Waller, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 902 9th Avenue SW, Kniefel Property. Carried.

REPORTS

City Administrator Craig Clark stated the City of Mankato recently bid a waste water treatment project and it came in much higher than expected.

Public Works Director Steven Lang stated Street Superintendent Joe Sunderman will be retiring at the end of the week.

Director of Administrative Services stated MIS Director Don Tomlinson will be retiring at the end of the month.

Council Member Waller congratulated the Austin High School Dance Team.

Council Member Postma stated Sara Wilson will be helping Discover Austin.

Council Member Poshusta congratulated the retirees and thanked Kevin Nelson for his time with the City. She added that 4th Avenue Fest will take place on June 8th.

Mayor King congratulated Kevin Nelson for his time with the City.

Moved by Council Member-at-Large Austin, seconded by Council Member Waller, adjourning the meeting to March 7, 2022. Carried.

Adjourned: 6:48 p.m.

Approved: March 7, 2022

Mayor: _____

City Recorder: _____



Census 2020 and Redistricting

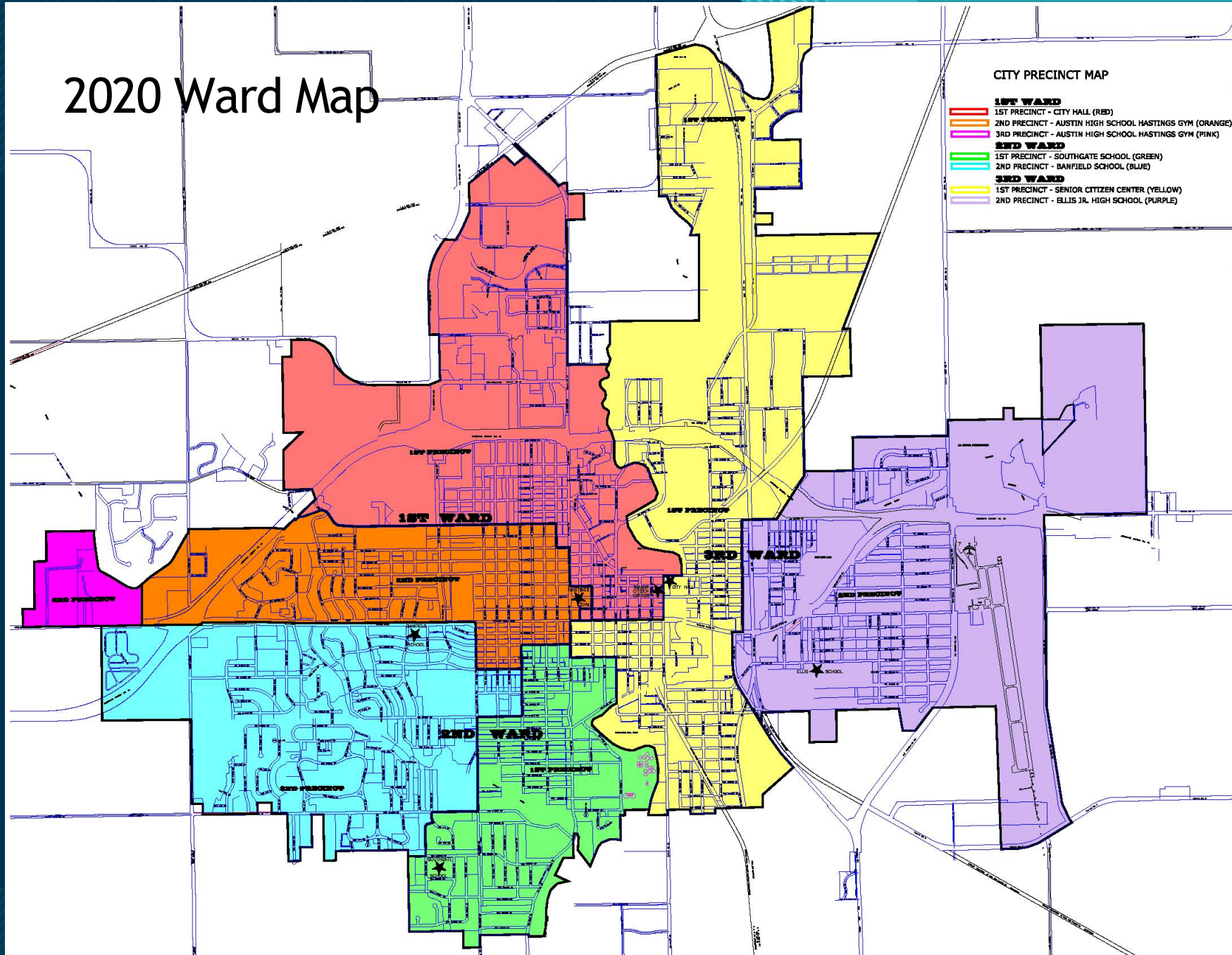
Census Data

- Census was completed in 2020
- State must complete redistricting by February 15, 2022
- Cities must complete redistricting by March 29, 2022 or the City Council and Mayor do not get paid!

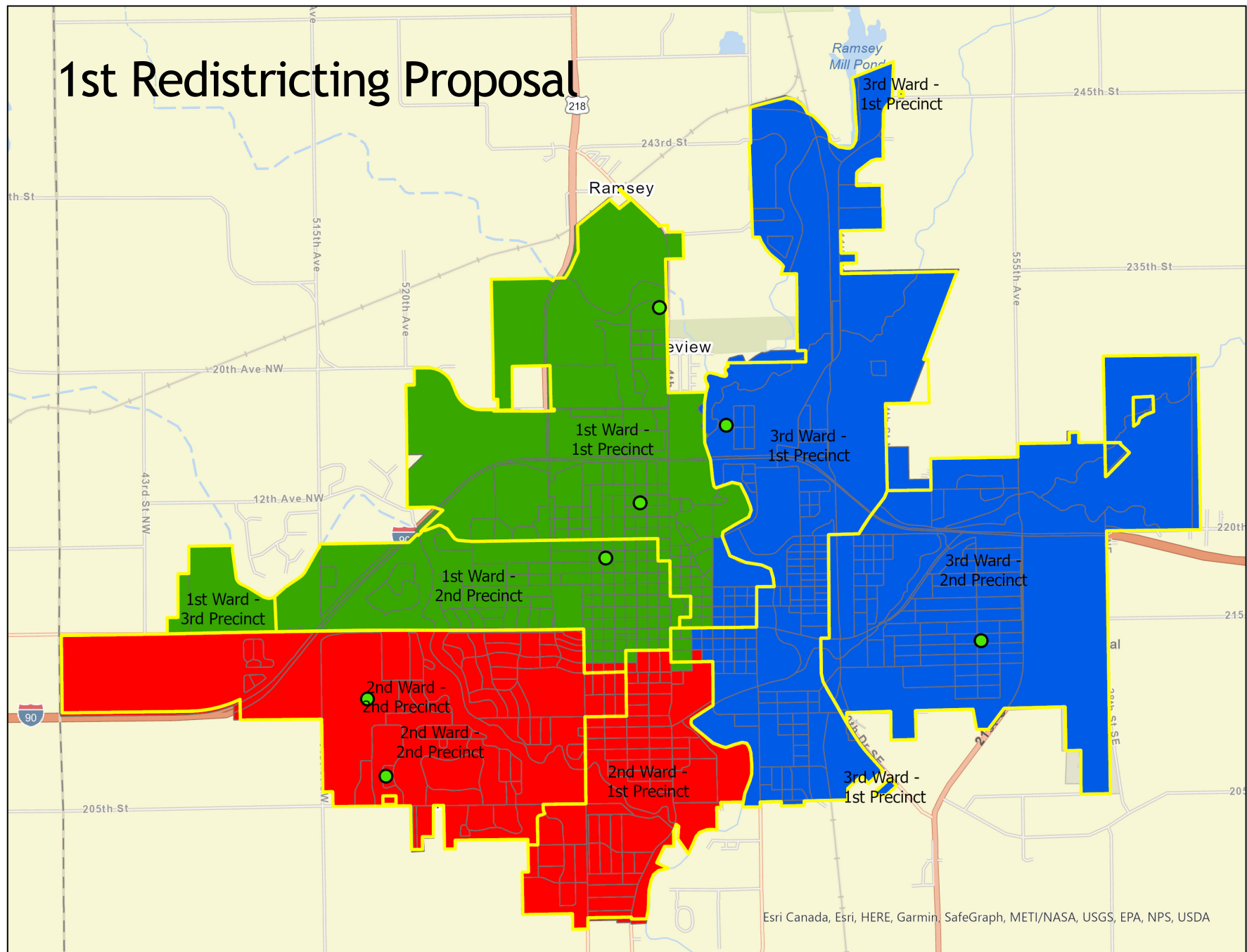
City Duties

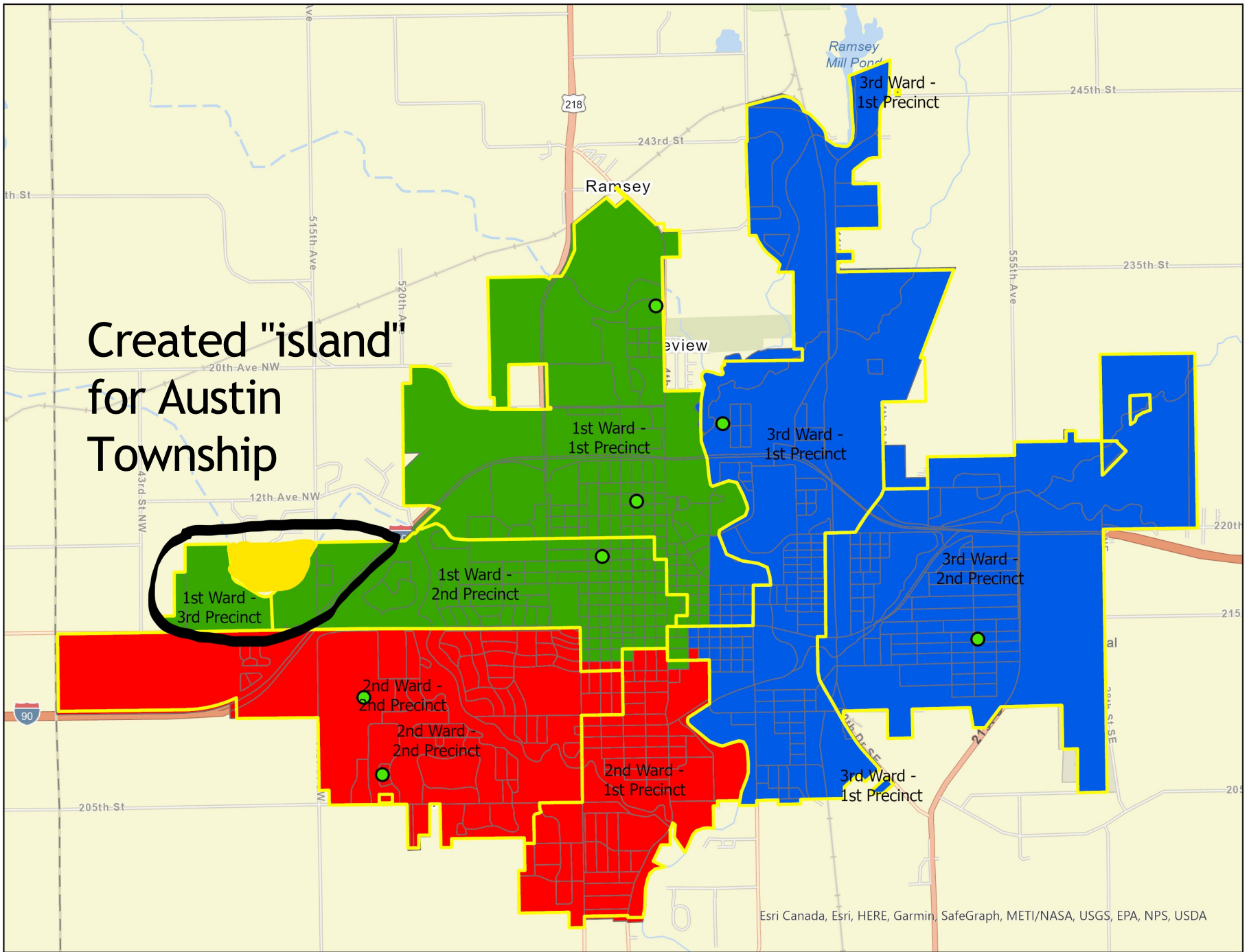
- Cities using ward systems must redefine ward districts and set precincts.
- Cities must redistrict their wards so the wards are “as equal as practicable” and composed of compact and contiguous territory.
- City of Austin has 3 wards – 26,174 official total = approximately 8,725 people in each ward.
- Cities work with counties to establish boundary lines.

2020 Ward Map



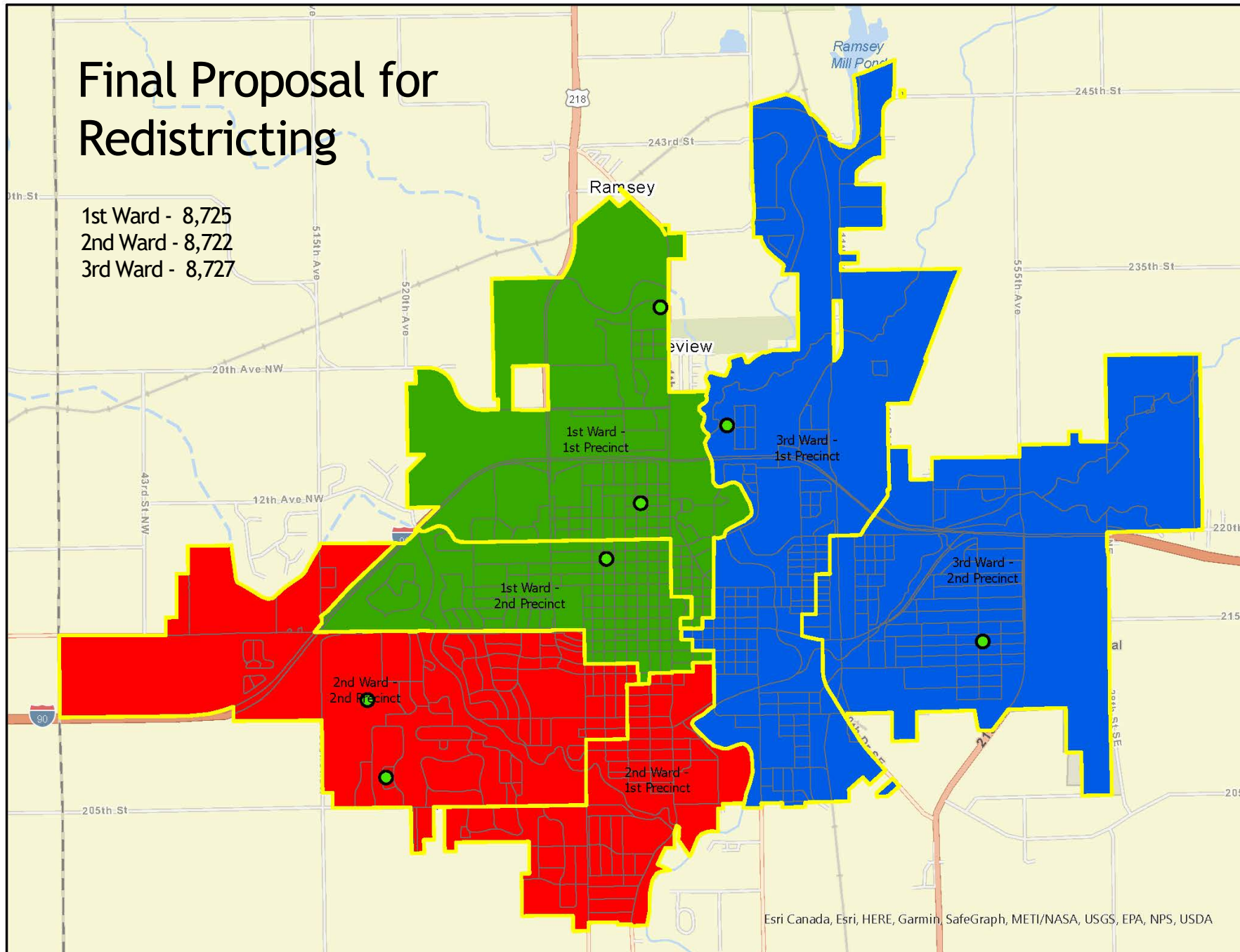
1st Redistricting Proposal





Final Proposal for Redistricting

1st Ward - 8,725
2nd Ward - 8,722
3rd Ward - 8,727



Next Steps

- Wait for State Legislature to release their official plan
- Finalize City plan working with the County
- Adopt resolution to redistrict the City and redesignate polling places
- Work with County to inform voters of new voting locations (if changed)
- Resume normal election year activities – Filing begins in May!

ORDINANCE NO.

AN ORDINANCE REDEFINING THE EXISTING WARD BOUNDARIES BASED ON THE RESULTS OF THE 2020 CENSUS AS SET FORTH IN STATE STATUTE 205.84

The 2020 census has been certified, and the results are available to the City of Austin. Minnesota Statute 205.84 requires that the City of Austin, based upon the results of the 2020 census, confirm or redefine ward boundaries; and

The City Council for the City of Austin hereby ordains:

Section 1. The City Council finds that the existing wards are not in accordance with statutory requirements and therefore redefines the existing ward boundaries as currently set forth by city ordinance. Those ward boundaries shall be redefined as follows:

- a. The First Ward, which shall include all that territory of said City lying north & west of the City of Mapleview extending south along 4th Street NW to the south boundary of the City of Mapleview thence east to centerline of the Cedar River thence southerly along the Cedar River to 4th Street NE, thence southwesterly on 4th Street NE to Main Street North, thence south on Main Street North to 1st Avenue NW, thence west on 1st Avenue NW to 1st Street NW, thence south on 1st Street NW to Oakland Avenue West, thence west on Oakland Avenue West to 3rd Street SW, thence south on 3rd Street SW to 1st Avenue SW, thence east on 1st Avenue SW to 2nd Street SW, thence south on 2nd Street SW to 2nd Avenue SW, thence east on 2nd Avenue SW to Main Street South, thence south on Main Street South to 3rd Avenue SW, thence west on 3rd Avenue SW to 2nd Street SW, thence south on 2nd Street SW to 4th Avenue SW, thence west on 4th Avenue SW to 6th Street SW, thence south on 6th Street SW to 5th Avenue SW, thence west on 5th Avenue SW to 7th Street SW, thence north on 7th Street SW to 3rd Avenue SW, thence west on 3rd Avenue SW to 12th Street SW, thence north on 12th Street SW to Oakland Avenue West, thence west on Oakland Avenue West to Interstate 90, thence northeast on Interstate 90 to the City boundary. Lands hereafter annexed lying north and west of the above described ward boundary shall be included in the First Ward.
- b. The Second Ward, which shall include all that territory of said City south and west of the Mower county border at State Highway 46, thence easterly along City boundary to the intersection of Interstate 90 and Oakland Avenue West, thence east on Oakland Avenue West to 12th Street SW, thence south on 12th Street SW to 3rd Avenue SW, thence east on 3rd Avenue SW to 7th Street SW, thence south on 7th Street SW to 5th Avenue SW, thence east on 5th Avenue SW to 6th Street SW, thence north on 6th Street SW to 4th Avenue SW, thence east on 4th Avenue SW to 2nd Street SW, thence north on 2nd Street SW to 3rd Avenue SW, thence east on 3rd Avenue SW to Main Street South, thence south on South Main Street to the centerline of the Cedar River, thence continuing south along the centerline of the Cedar River to the southerly boundary of the City of Austin, there ending. Lands hereafter annexed lying south and west of the above described ward boundary shall be included in the Second Ward.
- c. The Third Ward, which shall include all that territory of said City lying east of the intersection of 4th St NE and the I&M railroad right-of-way, thence south on 4th St NE to 27th Avenue NE, thence southeasterly along the boundary of the city to the west border of the Soo Line Railroad right of way, thence southeasterly toward 11th Street NE, thence southerly parallel to 11th Street to the City boundary at a point parallel to the public right of way of Taylor Avenue in the City of Mapleview; thence westerly on the city boundary

to the centerline of the Cedar River, thence southeasterly along the centerline of the Cedar River to 4th Street NE, thence southwesterly on 4th Street NE to Main Street North, thence south on Main Street North to 1st Avenue NW, thence west on 1st Avenue NW to 1st Street NW, thence south on 1st Street NW to Oakland Avenue West, thence west on Oakland Avenue West to 3rd Street SW, thence south on 3rd Street SW to 1st Avenue SW, thence east on 1st Avenue SW to 2nd Street SW, thence south on 2nd Street SW to 2nd Avenue SW, thence east on 2nd Avenue SW to Main Street South, thence south on Main Street South to the centerline of the Cedar River, thence southwesterly on the Cedar River to the City boundary. Lands hereafter annexed lying East of the above described ward boundary shall be included in the Third Ward.

Passed by a vote of yeas and nays this 7th day of March, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

This ordinance was introduced March 7, 2022; passed March 7, 2022; published in the Austin Daily Herald on March ____, 2022; and becomes effective on March ____, 2022.

RESOLUTION

A RESOLUTION DEFINING THE PRECINCT LINES AND POLLING PLACES WITHIN THE WARD BOUNDARIES FOLLOWING THE 2020 CENSUS BY ORDINANCE NO. ____

WHEREAS, the legislature of the State of Minnesota has been redistricted; and

WHEREAS, Minnesota Statute Section 204B.14, subd. 3(d) requires that precinct boundaries must be reestablished within 60 days of when the legislature has been redistricted or at least 19 weeks before the state primary election, whichever comes first; and

WHEREAS, the City of Austin adopted the ward boundaries following the 2020 census and desires to split each ward into precincts for election day polling; and

NOW, THEREFORE, BE IT RESOLVED that City Council for the City of Austin, County of Mower, State of Minnesota established the boundaries of the voting precincts and polling places as follows:

First Ward, First Precinct, shall include all that territory within the following described area: Starting at the northwest boundary of the City of Austin, all that area of said City lying north & west of the City of Mapleview, then extending south along 4th Street NW to the south boundary of the City of Mapleview then east to centerline of the Cedar River then southerly along the Cedar River to 4th Avenue NE, then southwesterly to Main Street North, then south to 1st Avenue NW, then west to 1st Street NW, then south to Oakland Avenue West, then west to 3rd Street NW, then north to 1st Avenue NW, then east to 2nd Street NW, then north to 3rd Avenue NW, then west 4th Street NW, then north to 8th Avenue NW, then west to the city boundary. Lands hereafter annexed lying north and west of the above described ward boundary shall be included in the First Ward, First Precinct.

First Ward, Second Precinct, shall include all that territory within the following described area: Starting at the west boundary of the City of Austin at 8th Avenue NW, then east to 4th Street NW, then south to 3rd Avenue NW, then east to 2nd Street NW, then south to 1st Avenue NW, then west to 3rd Street NW, then south to 1st Avenue SW, then east to 2nd Street SW, then south to 2nd Avenue SW, then east to Main Street South, then south to 3rd Avenue SW, then west to 2nd Street SW, then south to 4th Avenue SW, then west to 6th Street SW, then south to 5th Avenue SW, then west to 7th Street SW, then north to 3rd Avenue SW, then west to 12th Street SW, then north to Oakland Avenue West, then west to Interstate 90. Lands hereafter annexed lying west of the above described precinct boundary shall be included in the First Ward, Second Precinct.

Second Ward, First Precinct, shall include all that territory within the following described area: Starting at the centerline of the Cedar River at the south boundary of the City of Austin, then northerly along the centerline of the Cedar River to South Main Street, then north to 3rd Avenue SW, then west to 2nd Street SW, then south to 4th Avenue SW, then west to 6th Street SW, then south to 5th Avenue SW, then west to 8th Street SW, then south to 10th Avenue SW, then west to 12th Street SW, then south to 16th Avenue SW, then west to the city boundary. Lands hereafter annexed lying west and south of the above described precinct boundary shall be included in the Second Ward, First Precinct.

Second Ward, Second Precinct, shall include all that territory within the following described area: Starting at the Mower county border at State Highway 46, then easterly along City boundary to the intersection of Interstate 90 and Oakland Avenue West, then east to 12th Street SW, then south to 3rd Avenue SW, then east to 7th Street SW, then south to 5th Avenue SW, then west to 8th Street SW, then south to 10th Avenue SW, then west to 12th Street SW, then south to 16th Avenue SW, then west to the city boundary. Lands hereafter annexed lying west of the above described precinct boundary shall be included in the Second Ward, Second Precinct.

Third Ward, First Precinct, shall include all that territory of said City lying east of the intersection of 4th St NE and the I&M railroad right-of-way, then south to 27th Avenue NE, then southeasterly along the boundary of the city to the west border of the Soo Line Railroad right of way, then southeasterly toward 11th Street NE, then southerly parallel to 11th Street to the City boundary at a point parallel to the public right of way of Taylor Avenue in the City of Maplevue; then westerly to the centerline of the Cedar River, then southeasterly along the centerline of the Cedar River to 4th Street NE, then southwesterly to Main Street North, then south to 1st Avenue NW, then west to 1st Street NW, then south to Oakland Avenue West, then west 3rd Street SW, then south to 1st Avenue SW, then east to 2nd Street SW, then south to 2nd Avenue SW, then east to Main Street South, then south to the centerline of the Cedar River, then southwesterly on the Cedar River to the City boundary. Lands hereafter annexed lying north and south of the above described precinct boundary shall be included in the Third Ward, First Precinct.

Third Ward, Second Precinct, shall include all that territory of said City lying east of the following line; starting at the southeast corner of Todd Park, then southwesterly along the city limits to 14th Street NE, then south to 11th Drive NE, then southwest to 8th Avenue NE, then west to 10th Street NE, then west to 10th Street NE, then south to 5th Avenue NE, then west to 9th Street NE, then south to 1st Avenue NE, then west to 8th Street NE, then south to Oakland Place SE, then west to 10th Drive SE. then southeasterly to the city boundary. Lands hereafter annexed lying east of the above described precinct boundary shall be included in the Third Ward, Second Precinct.

Attached to this resolution, for illustrative purposes, is a map showing said precincts and polling location of each place; and

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

FIRST WARD

First Election Precinct - Voting Place: City Council Chambers – City Hall

Second Election Precinct - Voting Place: Austin High School, Hastings Gym

SECOND WARD

First Election Precinct - Voting Place: Southgate School

Second Election Precinct - Voting Place: Banfield School

THIRD WARD

First Election Precinct - Voting Place: Mower County Senior Citizen Center

Second Election Precinct - Voting Place: Ellis Middle School

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

Attached to this resolution, for illustrative purposes, is a map showing said precincts and the location of each polling place.

Passed by a vote of Yeas and Nays this 7th day of March, 2022.

YEAS

NAYS

ATTEST

APPROVED:

City Recorder

Mayor

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



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

Memorandum

To: Mayor and City Council
From: Steven Lang, PE
Subject: Bituminous Material Bids
Date: February 25th, 2022

We have received bids for our seasonal supplies of asphalt for 2022. The bids are summarized below based on the base bid that was submitted plus the cost associated with hauling the materials.

For determining the cost of hauling, a rate of \$.40/ton/mile, based on one direction, was specified in the specifications to be used to determine hauling costs. The mileage is the distance to the asphalt plant from the intersection of Oakland Avenue and Main Street in Austin.

Bidder	Base Bid	Mileage	Total
Ulland Bros Inc	\$247,500	\$35,820	\$283,320
Rochester Sand & Gravel	\$297,000	\$50,400	\$347,400

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

If you have any questions, please let me know.

Historical Bid Prices

2022	\$247,500
2021	\$229,500
2020	\$234,000
2019	\$241,875
2018	\$211,500

RESOLUTION NO.

AWARDING BID

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

2022 seasonal supply of bituminous material

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

Contractor	Base Bid	Mileage	Total
Ulland Bros. Inc.	\$247,500	\$35,820	\$283,320
Rochester Sand & Gravel	\$297,000	\$50,400	\$347,400

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

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

2022 seasonal supply of bituminous material

Passed by a vote of yeas and nays this 7th day of March, 2022.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

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



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

Memorandum

To: Mayor & Council
From: Steven Lang, PE
Date: February 25, 2022
Subject: Bids – Asphalt Emulsion

The City of Austin received bids for asphalt emulsion on February 24th, 2022. This material is used as part of our chip sealing roadway maintenance program. The bid includes approximately 42,000 gallons of asphalt emulsion oil used with rock chips to create a new wearing surface on asphalt pavement. The bids are summarized below.

Contractor	Total Bid Amount
Henry G. Meigs	\$100,847.25
Flint Hills Resources	No Bid
Budget	\$100,000

We will adjust the quantities to fit within our general street budget for “Road Oil”. We would recommend awarding the project to Henry G. Meigs. If you have any questions, please contact me.

Historical Bid Prices

2022	\$100,847.25
2021	\$90,819.75
2016	\$72,227.75
2015	\$103,241.25
2013	\$139,578.60

RESOLUTION NO.

AWARDING BID

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

Seasonal supply of asphalt emulsion

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

Contractor	Bid
Henry G. Meigs, LLC	\$100,847.25
Flint Hill Resources, LP	No bid

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

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

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

Seasonal supply of asphalt emulsion

Passed by a vote of yeas and nays this 7th day of March, 2022.

Ayes

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin & Austin Fire Association Fire Service Contract

This contract is made and entered into this _____ day of _____, 2022 between the City of Austin, Minnesota, a public corporation ("City"), and the Austin Fire Association, who's member are Austin and Lansing Townships, Mower County, Minnesota, a public corporation ("Town").

In consideration of the mutual promises and agreements hereinafter set forth, the parties do hereby agree as follows:

1. **Fire Service.** Town agrees to purchase from City, and City agrees to provide Town, the following fire-related services:

Check all those that apply.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Structural Firefighting
<input checked="" type="checkbox"/> External Structural Firefighting
<input checked="" type="checkbox"/> Interior Structural Firefighting | <input checked="" type="checkbox"/> Emergency Medical Services
<input checked="" type="checkbox"/> Fire Scenes
<input checked="" type="checkbox"/> Rescue Scenes |
| <input checked="" type="checkbox"/> Grass/Forest Firefighting | <input type="checkbox"/> General Medicals
<input type="checkbox"/> First Responder
<input type="checkbox"/> Emergency Medical Technician
<input type="checkbox"/> Paramedic |
| <input checked="" type="checkbox"/> General Firefighting
<input checked="" type="checkbox"/> Vehicles & Equipment
<input checked="" type="checkbox"/> Carbon Monoxide Calls
<input checked="" type="checkbox"/> Other Non-Structural Firefighting | |
| <input checked="" type="checkbox"/> Rescue
<input checked="" type="checkbox"/> Vehicle & Equipment Extrication
<input checked="" type="checkbox"/> General Search & Rescue
<input checked="" type="checkbox"/> Confined Space Rescue
<input checked="" type="checkbox"/> High Level Rescue
<input checked="" type="checkbox"/> Water Rescue
<input type="checkbox"/> Diving/Recovery | <input type="checkbox"/> Fire Code Enforcement
<input checked="" type="checkbox"/> Hazardous Materials Response
<input checked="" type="checkbox"/> First Responder, Awareness
<input checked="" type="checkbox"/> First Responder, Operations
<input type="checkbox"/> HAZMAT Technician
<input type="checkbox"/> HAZMAT Specialist |
| <input type="checkbox"/> Disaster Response | <input type="checkbox"/> _____ |

The services indicated above are further explained, or limited, as follows:

- a. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of City shall not be deemed a breach of this contract.

b. **No Guarantee.** The parties understand and agree City will endeavor to reasonably provide the services as indicated in this contract given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard. The City and its officers, employees, and volunteer shall not be liable to the Town or any other person for failure to furnish assistance under this agreement or for recalling assistance.

2. **Payment.** Town agrees to pay City annually during the term of this contract the Payment Amount determined annually according to the following agreement:

2022 \$141,700
2023 The formula will be used.
2024 The formula will be used.

The following percentages relate specifically to Town in relation to the entire territory to which City provides fire services as the primary service provider (e.g., the entire City, Town's Service Territory, and all or any portions of other cities, towns, or unorganized territories included in the City's primary service area).

Number of fire service calls to Town
averaged over last three years (not
including recalled calls):

_____ % x 2.25 _____ %

Market value of all taxable
and non-taxable structures:

_____ %

Population:

_____ %

Total: _____ % ÷ 3 = _____ % of Town Cost Allocation

Allocation

Total Fire Department Annual Operational Budget for the upcoming year: \$ _____

\$ _____ x _____ % = \$ _____
Operational Budget Town Cost Allocation Payment Amount

See attached Sample 1 calculations.

For the purposes of this formula, population shall be determined by the most current state demographer's estimate available at the time the Payment Amount is determined.

The fee charged to the Town will be payable in Three (3) equal installments. One third (1/3) of the annual fee is due on April 1st, July 1st, and December 1st of each year.

- a. **Annual Meeting of Parties.** Town and City shall hold at least one joint meeting annually during term of this contract at least 60 days before its anniversary date to calculate the Payment Amount for the upcoming year, discuss Town's satisfaction with the service provided during the year, and to discuss such other issues as either party deems relevant to this contract. The meeting shall be held separately from any regular Town or City meeting and shall be attended by at least a quorum of each party's governing body.
3. **Emergency Service Charge.** Town, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including fire services, within Town. City shall have no right to, or interest in, any service fees collected by Town. If Town imposes an emergency service charge, it shall provide City a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. City shall make a good faith effort to collect the requested information for each service call to the Service Territory and promptly provide Town with the information it collected.
4. **Service Territory.** City shall provide fire services as indicated in this contract to the area in Town described below and made part of this contract. The identified area shall constitute the Town's Service Territory for the purposes of this contract:

Austin Township, Mower County and Lansing Township, Mower County
Less those portions that are included within municipal boundaries.
5. **Term.** This contract shall commence on January 1st, 2022 and shall expire December 31st, 2024.
6. **Ownership.** City owns the buildings and equipment associated with the fire department and the amounts paid by Town do not give rise to any ownership interest in, or responsibility toward, those items unless a specific ownership interest is indicated.
7. **City's Responsibilities.** In addition to any other obligations described herein, City shall:
 - a. Authorize and direct the City fire department to provide the fire services described herein to Town's Service Territory;
 - b. Develop a detailed annual operational budget for the fire department for each year during the term of this contract by the Anniversary Date and present it to Town;
 - c. Upon Town's request, provide Town access to financial and cost data related to the fire department for five years prior to the current service year;
 - d. Disclose to Town any proposed action City or the fire department intends to take that can reasonably be expected to effect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and
 - e. Promptly disclose to Town any information City can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

8. **Town's Responsibilities.** In addition to any other obligations described herein, Town shall:

- a. Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually provided, if the contract is terminated early;
- b. Present a budget and levy proposal to the town electors at each annual town meeting during the term of this contract seeking authority to levy funds as needed to pay the "Payment Amount;" and
- c. Promptly disclose to City any information Town can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

It is understood and agreed, Town shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLISA, FMLA, or any other employment related issues. It is further agreed, Town has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

9. **Insurance Requirements.** City shall maintain general liability insurance for its services and shall include Town as an additional insured for the term of this contract and any extensions thereof. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statute, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Town proof of such insurance coverages and the additional insured endorsement naming the Town annually by the anniversary date of this contract. City shall also maintain workers' compensation coverage as required by law.

10. **Indemnification.** City agrees to defend and indemnify Town against any claims brought or actions filed against Town or any officer, employee, or volunteer of Town for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this contract for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statute, Chapter 466 applicable to any one party. The limits of liability for Town and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Town for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statute, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

11. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statute, Chapter 466 or otherwise.

12. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both City and Town, and attached hereto.
13. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from Town. Services provided to Town pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Town so long as City remains primarily responsible for providing fire services to Town's Service Territory.
14. **Termination.** This contract may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this agreement by personally serving a 90 day written notice of termination on the other party. This agreement shall terminate 90 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Town fails to pay for the service according to the schedule established herein, City may terminate this agreement 60 days from the date of personal service of written termination notice. Notice to City shall be served on the City administrator or City clerk, if there is no City administrator, and notice to Town shall be served on the Town clerk.
15. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.
16. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.
17. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

IN WITNESS WHEREOF, the parties have executed this contract effective on the date indicated above.

City of Austin

By its Mayor:

Signature

Print Name

Date

City Recorder

Austin Township

By its Chairperson:

Signature

Print Name

Date

Clerk

Austin Fire Association

By its Chairperson:

Signature

Print Name

Date

Clerk

Lansing Township

By its Vice Chairperson:

Signature

Print Name

Date

Clerk

AUSTIN FIRE ASSOCIATION TOWNSHIP'S WORKSHEET FOR 2022

Fire Calls by Year	Recorded Fire Calls	Fire Calls. X	Market Value Taxable / Non-Tax	Population	Town Cost Allocation (Total % / by 3)	Budget X Town Cost Allocation	City Fire Budget
		2.25					
Austin Township							\$ 1,975,473.00
2018	16	36.0					
2019	14	31.5					
2020	14	31.5	\$ 60,663,300	881			
3 Year Average	14.7	33.0					
		3.02%	3.74%	3.15%	3.30%	\$ 65,234.87	\$ 65,678.53
			46.35%			1/3 Payment	\$ 21,892.84
Lansing Township							
2018	20	45.0					
2019	22	49.5					
2020	17	38.3	\$ 70,199,800	906			
3 Year Average	19.7	44.3					
		4.05%	4.33%	3.24%	3.87%	\$ 76,466.39	\$ 76,022.72
			53.65%			1/3 Payment	\$ 25,340.91
Lansing - Austin Total Building Value			\$ 130,863,100				
City of Austin					Austin and Lansing Total Cost	\$ 141,701.26	
2018	878	878			2021 Payment	\$ 135,856.73	
2019	1,079	1,079			Increase	\$ 5,844.53	
2020	1,093	1,093	\$ 1,491,488,100	26,174			
3 Year Average	1,017	1,017					
		92.94%	91.93%	93.61%	92.8%	\$ 1,833,771.74	
Fire Call Totals							
2018	914	959.0					
2019	1,115	1160.0					
2020	1,124	1162.8					
3 Year Average	1,051	1093.9					
Year Totals			\$ 1,622,351,200	27,961	100%	\$ 1,975,473.00	

RESOLUTION NO.

**APPROVING A CONTRACT FOR FIRE SERVICES
WITH THE AUSTIN FIRE ASSOCIATION**

WHEREAS, the Austin Fire Department desires to enter into a contract with the Austin Fire Association; and

WHEREAS, the members of the Austin Fire Association are Austin Township and Lansing Township; and

WHEREAS, the City would provide firefighting and rescue services to the service areas in the Austin Fire Association; and

WHEREAS, the Austin Fire Association shall make payments to the City of Austin for said services as specified in the contract; and

WHEREAS, the contract shall commence on January 1, 2022 and expire on December 31, 2024.

NOW THEREFORE, BE IT RESOLVED that the Austin City Council approves the contract with the Austin Fire Association and authorizes the Mayor and City Recorder to execute said agreement.

Passed by a vote of yeas and nays this 7th day of March, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

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



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

Memorandum

To: Mayor and Council
From: Steven J. Lang, P.E.
Julie Clinefelter, Library Director
Date: March 2, 2022
Subject: Project 25; Austin Public Library Remodel
Design Services

We recently requested proposals from three architectural firms to assist staff with development of plans and specifications for the Austin Public Library remodel project. The guidelines for the project scope included the following:

The City of Austin is planning to commission a remodel project for the Austin Public Library, which was originally constructed in 1996. The single-story, flat roofed structure is 29,000 sf, made of metal framework, structural steel and brick veneer. The City is looking for a qualified Engineer/Architect to develop plans and specifications to move this project forward.

Funding: the city has developed a project budget of \$680,000. This includes donations, local funds and Mn Dept. of Education construction grant. The state grant will require specifications include such thing as, wage compliance and jobs reporting.

Schedule: it would be the City's goal to meet the following timeline:

- 2 months – secure Engineer/Architect
- 5 months – develop plans & specifications
- 9 months – construction

Scope: the city has developed a list of improvements to be made the to Library. Preliminary design and scoping work have been completed to develop the project budget. The preliminary designs are included for reference and project understanding. These improvements will be prioritized and bid such that we can mix & match to maximize the project budget.

- 1) **Service Desk, 28'x12'**: this desk will improve efficiency and effectiveness of service to patrons.
- 2) **Tutorial/meeting rooms, (2) 12'x12'**: partition off existing interior space for individual and small group workspace.
- 3) **Project Room, 28'x60'**: building addition designed to allow for creative, hands-on activities and display of projects/artwork without concern for messiness or noise.
- 4) **Conference Room, 12'x20'**: partition off existing interior space to creating meeting room for community groups.

- 5) **Secured Storage, 10'x9'**: partition off existing interior space for tech and audiovisual equipment storage.
- 6) **Restrooms, 2 @ 300 sf and 2 @ 50 sf**: remodel existing public, gender neutral and staff restrooms.
- 7) **Porch ceiling lighting**: add ceiling lights to existing reading/work space along north wall.
- 8) **Front entry doors, (6)**: replace front entry and foyer doors
- 9) **Alarm system control panel**: replace alarm system
- 10) **Awning for book drop and staff door**: awnings for expanded curbside deliveries and staff door.
- 11) **Amphitheater stage**: create a performance area west of the building including stage, overhead protection and electricity. (optional, separate out design cost)

Deliverables: the City of Austin is looking for a qualified Engineer/Architect to provide a lump sum fee to complete the following tasks:

- Coordination with city staff to refine the project scope and understanding.
- Develop plans and specifications to meet the goals of the project with consideration of the overall budget. Coordinate as necessary with City Building Official and State Department of Labor & Industry to comply with building code requirements. Incorporate all documents required of the state grant.
- Assist the City with public advertising and bidding of the project. Complete evaluation of the bids and recommendation letter to city council.

Construction Services: not included, but may be requested at a later date.

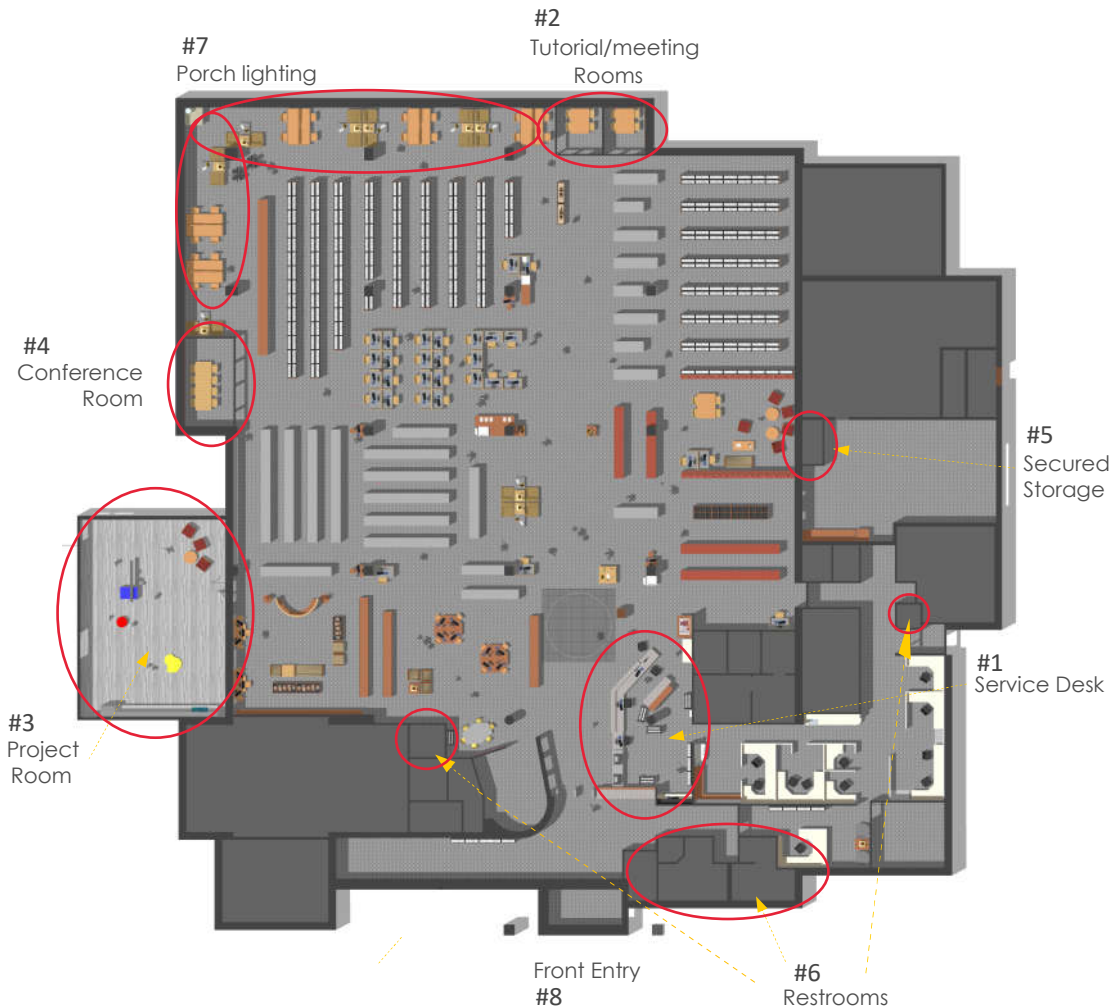
Basis of Award: the consultant chosen will be largely based on overall cost and independent review of services provided. Please email your proposal to slang@ci.austin.mn.us by **5:00pm Wednesday, February 23rd, 2022** for consideration.

We received the following associated with the work listed above:

	Design & Bidding	Amphitheater	Construction
CRW Architecture	*\$47,850*	-----	-----
Armon Architecture, Inc	\$66,500	\$15,500	-----
Stantec Architecture, Inc	\$92,000	\$29,000	\$68,500

*design/build utilized for mechanical and electrical engineering...meaning that during the bidding process contractors will be required to design the mechanical/electrical portions of the project. This will cost money for the contractors to complete and will likely result in higher bid prices to compensate for the costs of mechanical/electrical engineering design.

Funds for this work will come out of the \$680,000 budget that has been developed for this project. If you have any questions, feel free to contact Julie or myself.



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 and Council
From: Steven J. Lang, P.E.
Date: March 2, 2022
Subject: Todd Park Pedestrian Bridge, 20304

A pedestrian bridge at Todd Park has been in need of repair for multiple years. The bridge provides a connection for the pedestrian trail system and for Park & Rec equipment. The bridge has been closed at times due to damaged caused by high water. We have received a Hormel Foundation Grant in the amount of \$100,500 to help support the bridge replacement project, which has a total project budget of \$117,310.

We have received a proposal from Erickson Engineering in the amount of \$19,500 to complete the following design services:

- **Hydraulics;** hydraulic flood analysis for the stream crossing meeting state and federal requirements, including risk assessment and scour analysis.
- **Preliminary Design – Structure Options;** design information for the recommended replacement option, anticipated to be a precast concrete box culvert.
- **Permits;** environmental permits from the DNR and Corp of Engineers.
- **Culvert Design and Plans;** engineering design and specifications in conformance with MnDOT and AASHTO specifications.
- **Trail Design and Plans;** geometric design of the trail approaches, including plan and profile, specific design features in terms of horizontal and vertical alignment, typical section, drainage, erosion control, and quantities.

The project schedule involves about a 6-month design and permitting timeframe, with construction planned for fall 2022. I would recommend approving a contract to Erickson Engineering for these design services, with funds coming from the project budget. If you have any questions, feel free to contact me.

EXISTING



PROPOSED



RESOLUTION NO.

APPROVING ENGINEERING DESIGN SERVICES FOR
THE TODD PARK PEDESTRIAN BRIDGE

WHEREAS, the Engineering Department has requested proposals for engineering and design services for design services on the Todd Park Pedestrian Bridge; and

WHEREAS, the services would involve hydraulic flood analysis, preliminary design, permits, culvert design and plans, and trail design and plans; and

WHEREAS, Erickson Engineering has provided a quote in the amount of \$19,500 for the services; and

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

NOW THEREFORE, BE IT RESOLVED, that the Austin City Council approves the agreement for contract with Erickson Engineering in the amount of \$19,500 for design services on the Todd Park pedestrian bridge.

Passed by a vote of yeas and nays this 7th day of March, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin
Zoning Department



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

Memorandum

To: Mayor and City Council

Cc: Dawn Pizano
201 3rd St SE, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 201 3rd St SE, Pizano Property

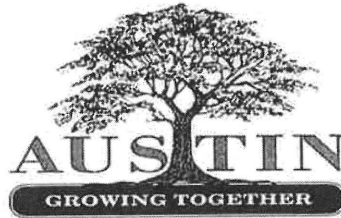
Date: March 4, 2022

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 201 3rd St SE. The property owner has been notified of this violation to the City Code Sections 10.01 Subd.2-4, 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

**City of Austin
Zoning Department**



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

February 8th, 2022

Dawn Pizano
201 3rd St SE
Austin, MN 55912

RE: Zoning Violations at 201 3rd St SE, Austin, MN 55912

Dear Dawn:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on February 7th, 2022 at this site and the following issues need to be resolved:

1. **Remove all junk/garbage from property**
2. **Each container shall be watertight and contain all refuse which may accumulate between collections or other disposal**
3. **Garbage shall be collected or otherwise lawfully disposed of, at least once each week during the year**

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

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

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

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

City Code Section 10.01 Subd 4. Containers

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

articles will not be accepted as refuse and must be deposited at a designated demolition site: stone, sod, earth, concrete, building materials unless placed in covered garbage cans, automobile parts, except tune-up parts, inflammable liquids, tree trunk sections over four inches in diameter. Tires and white goods need not be accepted as refuse by licensed garbage haulers, but shall be disposed of at the depository as designated by the County Board.

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

C. *Placement.*

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

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

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

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

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

B. *Public nuisances affecting health*

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

D. *Public nuisances affecting peace and safety.*

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

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

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

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

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

City Code Section 10.14, Subd. 5:

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

City Code Section 10.14, Subd. 6:

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

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



March 2, 2022
10:17 AM

201 3rd St SE



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