

A G E N D A
CITY COUNCIL MEETING
MONDAY, APRIL 18, 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 April 4, 2022

3. Recognitions and Awards.

(mot) 4. *Consent Agenda

Licenses:

Mobile Business: Erin's Street Bistro, Albert Lea

Mobile Business (2): Tienda Y Taqueria Gurerreo, 301D 4th Avenue NE

Right of Way: Heimer Concrete: 19307 State Hwy 105

Claims:

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

Event Applications:

KSMQ Public Television 50th Anniversary on September 17, 2022

VFW Armed Forces Car Show on May 21, 2022

PETITIONS AND REQUESTS:

(res) 5. Approving a contract for the purchase of a fire truck.

(res) 6. Accepting donations to the City of Austin.

(res) 7. Setting a public hearing for May 16, 2022 for the reassessment of forfeited property.

(res) 8. Approving the County board classification of 2022 forfeited property and declaring the City's intent to reassess unpaid assessments.

(res) 9. Approving engineering services for a 1st Street NW and Downtown traffic study.

(res) 10. Approving a limited use permit agreement with the State of Minnesota.

(res) 11. Declaring the structure at 606 1st Avenue SW as hazardous.

(res) 12. Declaring the structure at 204 12th Street SE as hazardous.

13. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at the following locations:

(mot) a. 1208 5th Street NW, Clayton Property.
(mot) b. 1809 4th Avenue NE, Rodriguez Property.
(mot) c. 904 12th Avenue SE, Franco Property.

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator
City Council

(mot) Adjourn to **Monday, May 2, 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
April 4, 2022
5:30 PM
Council Chambers

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

MEMBERS ABSENT:

STAFF PRESENT: City Administrator Craig Clark, Director of Administrative Services Tom Dankert, Police Chief David McKichan, Human Resources Director Trish Wiechmann, Assistant City Engineer Mitch Wenum, Fire Chief Jim McCoy, Planning and Zoning Administrator Holly Wallace, City Attorney Craig Byram and City Clerk Ann Kasel

APPEARING IN PERSON: Austin Daily Herald, Taggart Medgaarden, Elaine Hansen

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

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

Moved by Council Member Oballa, seconded by Council Member Waller, approving Council minutes from March 21, 2022. Carried.

CONSENT AGENDA

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

Licenses:

Massage Therapist: Melissa Offner Mandler, Brownsdale
Right of Way: KNC Concrete, Hayward
Right of Way: MTC Services, LLC, Medford
Taxi Driver: Scott Farnsworth, 1908 4th Avenue NE
Temporary Liquor: Austin Area Commission for the Arts on April 29 & 30, 2022
Temporary Liquor: Pacelli Catholic Schools on April 30, 2022
Tree Service: Michael Carstens, 2016 6th Ave NE

Claims:

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

Carried.

PUBLIC HEARINGS

A public hearing was held for a tax abatement application from Bigelow & Lennon Construction. The single-family home is proposed to be constructed at 801 24th Avenue NW and has an estimated value of \$320,000. City Administrator Craig Clark stated the application is in conformance with the City's policy and requested approval of the abatement.

There were no public comments.

Moved by Council Member Baskin, seconded by Council Member Oballa, approving a tax abatement application for Bigelow & Lennon Construction. Carried 7-0.

A public hearing was held for street improvements on 5th Avenue NW (40th Street NW to Dead End) and 40th Street NW (Oakland Ave West to 5th Avenue NW) Project 22-108. Assistant City Engineer Mitch Wenum reviewed the project stating the area was annexed into the City in 2015 and the subject roadways are gravel. The assessments are divided by the 28 residential sewer services on the roads and each resident pays \$5,679.82 per unit. He stated there was a public information meeting the week prior with five residents in attendance. The project is anticipated to take a few weeks and will begin in late June.

There were no public comments.

Moved by Council Member Fischer, seconded by Council Member Oballa, approving a resolution ordering improvement and approving plans and specifications. Carried 7-0.

BID OPENINGS AND AWARDS

The City received the following bids for asphalt street reconstruction projects:

Ulland Brothers, Inc.	\$2,791,657.15
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Assistant City Engineer Mitch Wenum stated the bid is for 23 blocks of street reconstruction for the 2022 construction year. Work will consist of pavement removal, sanitary sewer and storm improvements, asphalt paving and sidewalk replacement. He recommended awarding the bid to Ulland Brothers, Inc.

Moved by Council Member Postma, seconded by Council Member Baskin, awarding the bid for 2022 asphalt reconstruction projects to Ulland Brothers, Inc. Carried 7-0.

The City received the following bids for asphalt mill & overlay and full depth reclamation projects:

Ulland Brothers, Inc.	\$360,438.75
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Assistant City Engineer Mitch Wenum stated the bid is for two projects in the City's 2022 construction plan. He recommended awarding the bid to Ulland Brothers, Inc.

Moved by Council Member Fischer, seconded by Council Member Poshusta, awarding the bid for 2022 asphalt reconstruction projects to Ulland Brothers, Inc. Carried 7-0.

The City received the following bids for taxiway joint repair at the Austin Municipal Airport:

Contractor	Base Bid	Alt. #1	Alt #2	Total
Ulland Brothers, Inc.	\$ 88,121.10	\$20,005.80	\$11,862.80	\$119,989.70
Rochester Asphalt, Inc.	\$255,650.00	\$61,200.00	\$36,680.00	\$353,530.00

Assistant City Engineer Mitch Wenum stated the project will consist of milling out the existing joints 7-inches wide and replacing with compacted asphalt material. He recommended awarding the bid to Ulland Brothers, Inc., contingent upon the receipt of an FAA grant.

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, awarding the bid for taxiway joint repair to Ulland Brothers, Inc., contingent upon the receipt of an FAA grant. Carried 7-0.

The City received the following bids for taxilane construction at the Austin Municipal Airport:

Contractor	Base Bid
Ulland Brothers, Inc.	\$324,920.00
Rochester Asphalt, Inc.	\$779,915.00

Assistant City Engineer Mitch Wenum stated the work would consist of the construction of a new taxilane for a future T-hangar. He recommended awarding the bid to Ulland Brothers, Inc., contingent upon the receipt of a FAA grant.

Moved by Council Member Postma, seconded by Council Member Oballa, awarding the bid for taxilane construction to Ulland Brothers, Inc., contingent upon the receipt of a FAA grant. Carried 7-0.

Mr. Wenum also requested the City award construction inspection and management services on the taxilane project to SEH, Inc. The contract is in the amount of \$76,400.

Moved by Council Member Fischer, seconded by Council Member Baskin, awarding a contract for construction inspection and management services to SEH, Inc. on the taxilane construction project. Carried 7-0.

PETITIONS AND REQUESTS

Moved by Council Member Oballa, seconded by Council Member Baskin, authorizing the City to act as the fiscal agent for the Cedar River Farmer's Market for 2022. Carried.

Moved by Council Member-at-Large Austin, seconded by Council Member Postma, adopting a resolution setting a public hearing for May 2, 2022 for street improvement project assessments. Carried 7-0.

Moved by Council Member-at-Large Austin, seconded by Council Member Postma, setting a public hearing for May 2, 2022 for review of a proposed spending plan for unobligated tax increment funds. Carried.

City Attorney Craig Byram stated the City received a piece of tax forfeited land in 1993 and it designated the intended use for the property at a public street. The State of Minnesota recently checked on the property and stated if it was not being used as a public street then the City would need to deed it back or purchase the property. Mr. Byram stated the City doesn't desire to purchase the property so he requested the City deed the property back to the State.

Moved by Council Member Fischer, seconded by Council Member Poshusta, adopting a resolution approving the Reconveyance of Forfeited Lands to the State of Minnesota. Carried 7-0.

Assistant City Engineer Mitch Wenum stated the City is continuing their annual inflow and infiltration program into the North Central sector of town. Work will consist of television, sump pump inspections, manhole inspections, smoke testing and related work. WHKS submitted a proposal in the amount of \$292,260 for the project. Mr. Wenum recommended awarding the contract to WHKS.

Moved by Council Member Fischer, seconded by Council Member Baskin, approving a contract with WHKS for I & I services in the North Central sector of Austin. Carried 7-0.

Moved by Council Member Fischer, seconded by Council Member Baskin, adopting a resolution declaring the property at 709 Oakland Avenue West a hazardous structure. Carried 7-0.

Moved by Council Member Baskin, seconded by Council Member Postma, adopting a resolution declaring the property at 711 Oakland Avenue West a hazardous structure.

Moved by Council Member Fischer, seconded by Council Member Postma, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 1206 5th Street NW, Mehling Properties, LLC. 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 1506 6th Street NW, Luchsinger Property. Carried.

Moved by Council Member Baskin, seconded by Council Member Oballa, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 305 1st Avenue SW, Serrano Property. Carried.

REPORTS

Council Member Baskin noted that the AHS girls and boys basketball teams made it to the state tournaments.

Moved by Council Member Fischer, seconded by Council Member Baskin, adjourning the meeting to April 18, 2022. Carried.

Adjourned: 5:53 p.m.

Approved: April 18, 2022

Mayor: _____

City Recorder: _____



Right of Way Permit

Permit Type: Street Event

Permit Number: 2022-101

Applicant Information		Organization Information	
Primary Name	Eric Olson	Organization Name	KSMQ Public Service Media, Inc.
Primary Phone	5074388412	Organization Address	2000 Eighth Ave. NW
Primary Cell		Organization City	Austin
Primary Email	airick60@yahoo.com	Organization State	MN
Alternate Name		Organization Zipcode	55912
Alternate Phone			
Alternate Cell			
Alternate Email			

Permit Information

Event Title	KSMQ Public Television 50th Anniversary		
Event Description	Music		
Event Start Date	September 17, 2022	Event Start Date	September 17, 2022
Approximate Number of Participants	500		
Event Start Time	08:00	Event End Time	23:00
Portion of Street Width Being Used	Entire		
Traffic Control Barricades Needed for Street/Lane Closure?	Yes	Will Traffic Control Barricades be Provided by Applicant or City?	City

Engineering Department

Determination	Approved	Date of Approval	April 7, 2022	Approved By	Mitch Wenum
Comments	City to provide barricades at Main St & 2nd Ave & 3rd Ave NW				

Police Department

Determination	Approved	Date of Approval	April 11, 2022	Approved By	David McKichan
Comments	Eric is going to email me about no parking in that area and what time we can start doing that				

City Clerk

Determination	Approved	Date of Approval	April 8, 2022	Approved By	Ann Kasel
Comments					

Final Determination	Approved
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Disclaimer: The City is only reviewing and approving activities and installations intended to occur within the ROW and not in any way approving or providing comment on any activity that may occur on private property, the Permittee or Registrant is solely responsible for any and all entries, activities, or installations upon private property.





Right of Way Permit

Permit Type: Community Festival

Permit Number: 2022-102

Applicant Information		Organization Information	
Primary Name	Bob Otterson	Organization Name	Austin VFW Post 1216
Primary Phone	507-391-3519	Organization Address	300 4th Ave NE
Primary Cell		Organization City	Austin
Primary Email	NA@gmail.com	Organization State	MN
Alternate Name	Scott Wiechmann	Organization Zipcode	55912
Alternate Phone			
Alternate Cell	507-396-3394		
Alternate Email			

Permit Information			
Event Title	14th Armed Forces Day Classic Car Show		
Event Type	Car Show	Approximate Number of Participants	150
Event Start Date	May 21, 2022	Event Start Date	May 21, 2022
Description of Event and Expected Volume	DJ Music		
Event Start Time	08:00	Event End Time	16:00
Alcoholic Beverages Available	No	Licensed Establishment(s) Serving Alcohol	
Location of Alcohol Services		Types of Alcohol being Served	
Traffic Control Barricades Needed for Street/Lane Closure?	Yes	Will Traffic Control Barricades be Provided by Applicant or City?	City
Portion of Street Width Being Used			

Engineering Department					
Determination	Approved	Date of Approval	April 7, 2022	Approved By	Mitch Wenum
Comments	City to provide barricades				

Police Department					
Determination	Approved	Date of Approval	April 7, 2022	Approved By	David McKichan
Comments					

City Clerk					
Determination	Approved	Date of Approval	April 8, 2022	Approved By	Ann Kasel
Comments					

Final Determination	Approved
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James McCoy, Fire Chief
Austin Fire Department



122 First Avenue NE
Austin, Minnesota 55912
Phone: 507-433-3405
Fax: 507-433-3525
www.ci.austin.mn.us

TO: Honorable Mayor and City Council
FROM: Fire Chief Jim McCoy
DATE: April 1, 2022
SUBJECT: Apparatus

As with all other goods and services, the price of fire trucks continues to increase at an alarming rate. I have had several meetings with the MacQueen/Pierce Manufacturing sales representative. Today Mr. Dankert and I met with them to go over the financing involved with the 2025 purchase of a ladder truck.

At this time, we know the price of the truck is currently \$1,645,000 and has an expected price increase of 7% scheduled for May 1, 2022. HGAC negotiations are due to begin with another anticipated price increase on October 1, 2022, which will further increase the price of the truck. Building times for trucks are currently between 21.5 and 23.5 months. Due to these price increases, building times are projected to increase as orders are placed before May 1, 2022.

While future increases are not yet locked in, the manufacturer is estimating at least two more price increases within the next two years. If we wait to order the truck at a later date, projections would then put this exact truck at a cost of over \$2,000,000. Production times would still remain in the 2-year timeframe causing additional years before the truck would be available at the station for use. Signing a contract now, would lock in the order saving approximately \$375,000 in future price increases.

After review of the contract by the city attorney, it is proposed we sign a contract with MacQueen/Pierce to purchase the ladder truck prior to the May 1, 2022 avoiding future price increases. Under this proposal, no payment would be made prior to delivery of the apparatus, which is expected to be in mid-2024. A 2024 delivery date does accelerate the purchase of the truck which is in the CIP for 2025 by approximately 6 months.



MACQUEEN
EMERGENCY



PERFORM. LIKE. NO. OTHER.

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

March 4, 2022

Fire Chief Jim McCoy
City of Austin
122 1st Ave NE
Austin, MN 55912

Subject: **Proposal for one (1) Pierce Enforcer Mid-Mount Platform
Proposal / Bid #924**

Dear Fire Chief Jim McCoy,

With regard to the above subject, please find attached our completed proposal Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **\$1,645,000.00***

**Houston-Galveston Area Council (HGAC) Consortium Pricing.*

100% Performance Bond:

Included in the above price.

100% Prepayment Option:

Should the city of Austin elect to make a 100% prepayment at contract execution, a discount of **(\$44,394.28)** can be subtracted from the above "Sale Price" resulting in a revised contract price of **\$1,600,605.72**.

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Austin, MN

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.

Delivery – 21.5 to 23.5 months from receipt and acceptance of contract.



MACQUEEN
EMERGENCY



MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 507-272-2360 or tom.soland@macqueengroup.com .

We wish to thank the City of Austin for the opportunity to submit our proposal.

Respectfully,

Tom Soland

Tom Soland
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

Sale Price	\$1,645,000.00		
Sale Year	2022		
Inflation %	7		
		?	?
Current	5/1/2022	10/1/2022	2/1/2023
\$1,645,000.00	\$1,760,150.00	\$1,883,361.00	\$2,015,196.00

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and City of Austin, (customer) is effective as of the date specified in Section 3 hereof.

1. Definitions

- a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1,645,000.00 ("Purchase Price"). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

5. Future Changes

Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increase for the Customer's approval before proceeding.

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by a party before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance

a. Delivery

Delivery of the Product is scheduled to be within 21.5-23.5 months of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof.

b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

City of Austin
Fire Chief Jim McCoy
122 1st Ave NE
Austin, MN 55912

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof,

regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000
Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000
Each Occurrence: \$ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; **(b)** MacQueen fails to perform any of its obligations under this Agreement; **(c)** either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; **(d)** any representation made by either party to induce the other to enter into this Agreement is false in any material respect; **(e)** the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or **(f)** the Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

18. Facsimile Signatures

The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Entire Agreement

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF AUSTIN

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC
 1125 7th Street East
 St. Paul, MN 55106

Customer Name City of Austin **Date** April 1, 2022

Quantity	Chassis Type	Body Type	Price per Unit
1	Enforcer	Mid-Mount Platform	\$1,645,000.00*

**Houston-Galveston Area Council (HGAC) Consortium Pricing.*

PERFORMANCE BOND:

Included in the contract price.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

“PAYMENT TERMS”

100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

“TAXES”

Federal, State, and Local Taxes are not included in the contract price.

“LATE PAYMENT”

A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF April 1, 2022 BETWEEN MACQUEEN AND City of Austin (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? Yes No
 If not, please provide correct name and address to be listed on CO.

Is there a lienholder? Yes No

If yes, please provide lienholder information.

EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

**SEE ATTACHED PROPOSAL OPTION LIST Bid Number Bid #924 Dated 4/1/2022 FOR ALL
APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.**



EM-111

EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number Bid #924 Dated 3/4/2022 .



Option List

4/1/2022

Customer:	City of Austin	Bid Number:	924
Representative:	Soland, Thomas	Job Number:	
Organization:	MacQueen Emergency Group	Number of Units:	1
Requirements Manager:		Bid Date:	06/28/2021
Description:	Austin 100' Mid-Mount Platform	Stock Number:	
Body:	Aerial, 100AAT, Alum Body	Price Level:	41 (Current: 41)
Chassis:	Enforcer Chassis, 100AAT	Lane:	Lane 1

Line	Option	Type	Option Description	Qty
1	0769372		Boiler Plates, 100AAT Fire Department/Customer - Austin Fire Department Operating/In conjunction W-Service Center - In Conjunction Miles - 100 Miles Number of Fire Dept/Municipalities - 2 Bidder/Sales Organization - MacQueen Emergency Group Delivery - Delivery representative Dealership/Sales Organization, Service - MacQueen Emergency Group	1
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533351		Quint Fire Apparatus	1
8	0588612		Vehicle Certification, Aerial w/Pump	1
9	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
10	0536644		Customer Service Website	1
11	0620362		Consortium, HGAC	1
12	0537375		Unit of Measure, US Gallons	1
13	0529326		Bid Bond, 10%, Pierce Built Chassis	1
14	0582700		Performance Bond, 100% with 25% Warranty Bond, 2 Yrs, and Payment Bond	1
15	0000007		Approval Drawing	1
16	0002928		Electrical Diagrams	1
17	0729149		Enforcer Chassis, 100AAT	1
18	0000110		Wheelbase Wheelbase - 271.00	1
19	0000070		GVW Rating GVW rating - 75,000	1
20	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
21	0889473		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 57" Qval	1
22	0728824		Axle, Front, Dana, D-2200F, 23,000 lb, Enforcer	1
23	0637887		Suspension, Front, Standens, Taper Leaf, 23,000 lb, Saber FR/Enforcer	1
24	0000321		Shock Absorbers on Front Axle, Monroe Magnum 65, Saber/Enforcer	1
25	0000322		Oil Seals, Front Axle	1
26	0582746		Tires, Front, Goodyear, G296 MSA, 445/65R22.50, 20 ply	1
27	0019618		Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Hub Pilot	1
28	0728957		Axle, Rear, Meritor RT50-160, 52,000 lb, Enf, 100AAT	1
29	0544244		Top Speed of Vehicle, 60 MPH	1
30	0680619		Suspen, Rear, Air Link, AL- 520, Air Ride, 52,000 lb	1
31	0000485		Oil Seals, Rear Axle	1
32	0587016		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Tandem	1
33	0654791		Wheels, Rear, Alcoa-Accuride, 22.50" x 8.25", Aluminum-Steel, Hub Pilot, Tandem	1
34	0568081		Tire Balancing, Counteract Beads	1
35	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle Qty, Tire Pressure Ind - 10	1
36	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
37	0013241		Axle Hub Covers, Rear, S/S High Hat (Tandem)	1
38	0057936		Covers, Lug Nut, Chrome	1
39	0002045		Mud Flap, Front and Rear, Pierce Logo	1
40	0766669		Chocks, Wheel, SAC-44-E, Folding, 100AAT Qty, Pair - 01	1

Line	Option	Type	Option Description	Qty
41	0766668		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, 100AAT Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Tire, Rearward	1
42	0010673		ABS Wabco Brake System, Tandem Rear Axle	1
43	0690932		Brakes, Bendix, ADB22X, 17" Disc, Front	1
44	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
45	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1
46	0637583		Brake Reservoirs, 6,408 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
47	0790412		Air Dryer, Wabco System Saver 1200 IWT, Heated, SFR/Enf	1
48	0000790		Brake Lines, Nylon	1
49	0000856		Air Inlet, with Kussmaul Air Eject Location, Air Coupling(s) - ddd) DS Above Front Wheel Qty, Air Coupling (s) - 1	1
50	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
51	0743490		Engine, Paccar MX13, 510HP, 1850 lb-ftW/OBD, EPA 2021, Enforcer	1
52	0001244		High Idle w/Electronic Engine, Custom	1
53	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine Switch, Engine Brake - MX13	1
54	0622035		Clutch, Fan, Air Actuated, Fan Clutch Disengaged Switch, Enforcer MUX	1
55	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
56	0794743		Exhaust System, 5", X12/X15, MX13, Engine, Horizontal, Right Side	1
57	0788765		Radiator, Saber FR/Enforcer	1
58	0001090		Cooling Hoses, Rubber	1
59	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
60	0001129		Lines, Fuel	1
61	0734655		DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Fill Dr, ENF Door, Material & Finish, DEF Tank - Painted Latch, Door, Access - lift and turn latch, flush	1
62	0552793		Not Required, Fuel Priming Pump	1
63	0552712		Not Required, Shutoff Valve, Fuel Line	1
64	0699437		Cooler, Chassis Fuel, Not Req'd.	1
65	0690880		No Selection Required From This Category	1
66	0642582		Trans, Allison 5th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
67	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
68	0684459		Transmission Oil Cooler, Modine, External	1
69	0539711		Label, TRANSynd Transmission Fluid Only	1
70	0535530		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 6 speed	1
71	0027844		Fluid, 4000 Series Trans, Allison Approved TES-295 Synthetic, IPOS, Custom	1
72	0001375		Driveline, Spicer 1810	1
73	0734212		Steering, Dual Gear, TRW TAS-65, w/tilt, Paccar Pump w/ Cooler, Enf, Paccar	1
74	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
75	0690274		Logo/Emblem, on Dash Text, Row (1) One - Austin Text, Row (2) Two - Fire Text, Row (3) Three - Department	1
76	0725697	SP	Bumper, 27" Total (16" Extension), Alum, Painted, Integrated, 100AAT, Enforcer	1
77	0722769	SP	Tray, Hose, Center, 16" Bumper, Inside AH, 17" Deep, 13" Below/4" Above, 100AAT Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 07) 100' of 1.50"	1
78	0630813		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray Stay arm, Tray Cover - c)Pneumatic Stay Arm, Dual	1
79	0778092		Lift & Tow Package, Enforcer	1
80	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1
81	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
82	0625650		Cab, Enforcer, 7000	1
83	0747442		Engine Tunnel, X12, MX13, Enforcer	1
84	0633594		Rear Wall, Interior, Adjustable Seating	1
85	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer Material, Exterior Rear Wall - Painted	1
86	0728889		Cab Lift, Elec/Hyd, Stabilizer Interlock, Enforcer 100AAT	1
87	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1

Line	Option	Type	Option Description	Qty
88	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab Material Trim/Scuffplate - c) S/S, Polished	1
89	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
90	0087357		Molding, Chrome on Side of Cab	1
91	0521669		Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
92	0648173		Door, Full Height, Saber FR/Enforcer 4-Door Cab, Level Roof Key Model, Cab Doors - 751	1
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
93	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
94	0528958		Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer, Dash CF	1
95	0638310		Steps, 4-Door Cab, Saber FR/Enforcer Step Well Material - Aluminum Treadplate	1
96	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
97	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts Color, Trim - Chrome Housing	1
98	0002141		Fenders, s/s on cab - Saber/Enforcer	1
99	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
100	0724439		Compt, Storage, 12.75 W x 24 H x 15 D, (1) RS Side C/C, Dbl Pan, 70" Enf Light, Aux Cab Compartment - Pierce, Horizontal	1
			Finish, Exterior Cab Compt - Spatter Gray	
			Door, Cab Exterior Cabinet - Double Pan, Non-Locking	
			Door, Exterior Stop - Bumper	
101	0722796		Dash, Poly, Saber FR/Enforcer	1
102	0748707		Cab Interior, Vinyl, Line-X, Basic Level, Enforcer Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black	1
			Cab Interior Rear Wall Material - Painted Aluminum	
			Color, Line-X, Cab Interior Package - Basic Level - Black	
103	0753903		Cab Interior, Paint Color, Saber FR/Enforcer Color, Cab Interior Paint - b) black	1
104	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
105	0722696		HVAC, Enforcer, CARE HVAC System, Filter Access - Removable Panel	1
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Formed Plastic	
106	0012122		Fans, Window Defrost, One (1) Fan on Each Side	1
107	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - No Retention	1
108	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
109	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim Qty, - 01	1
110	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT Latch, Door, Storage - Southco C2 Chrome Raised	1
111	0583042		Side Roll and Frontal Impact Protection	1
112	0622617		Seating Capacity, 6 Seats	1
113	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer	1
114	0636942		Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, Saber FR/Enforcer	1
115	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer Latch, Door, Storage - Southco C2 Chrome Raised	1
116	0635973		Seat, Rear Facing C/C, DS Outboard, Pierce PSV, SCBA, Safety, Saber FR/Enforcer	1
117	0102783		Not Required, Seat, Rr Facing C/C, Center	1
118	0635969		Seat, Rear Facing C/C, PS Outboard, Pierce PSV, SCBA, Safety, Saber FR/Enforcer	1
119	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
120	0635957		Seat, Forward Facing C/C, Center, (2) Pierce PSV, SCBA, Safety, Saber FR/Enf	1
121	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
122	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black	6
			Qty, - 06	
123	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 05	5

Line	Option	Type	Option Description	Qty
124	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1
125	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
126	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
127	0602622		Portable Hand Light, Provided by Fire Department, Quint NFPA 2016 Classification	1
128	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX Emergency Switching - Individual Switches	1
129	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
130	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
131	0743386		Messages, Open Dr/DNMT, Color Dsply, 100AAT	1
132	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
133	0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
134	0731813		Hour Meter, Aerial, Included in Information Centers, ASL, AAT, ASP	1
135	0002615		Switch, Aerial 12V Master	1
136	0002617		PTO switch, w/light - aerial	1
137	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 02 12vdc power from - Battery direct Wire termination - Butt Splice Location, Spare Wiring - Officer Dash	2
138	0548006		Wiring, Spare, 15 A 12V DC 2nd Qty, - 02 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover Location - Behind the driver and Passenger seats	2
139	0767635		Wiring, Spare, 4.8 A 12V DC, USB Termination, Kussmaul 091-219-5 Sw Pnl 1st Qty, - 02 12vdc power from - Battery direct Location - Officer Dash Panel	2
140	0548007		Wiring, Spare, 15 A 12V DC 3rd Qty, - 03 12vdc power from - Battery direct Wire termination - Butt Splice Location - LS3 LS1 RS1	3
141	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX System Of Measurement - US Customary	1
142	0734857		Collision Mitigation, HAAS Alert (R2V), HA5 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
143	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
144	0602598		Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, 1-5 Wireless Location - Officer Dash Panel	1
145	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio Radio, First Two-Way Make - Motorola High Power Radio, First, Two-Way Model - Motorola APX 7500 HP	1
146	0601984		Headset, Firecom, Wireless, FHW-505 Over The Head, Radio Transmit Qty, - 02 Location - Driver and Officer	2
147	0602027		Headset, Firecom, Wireless, UHW-503 Under Helmet, Intercom Only Qty, - 04 Location - All Crew Cab seats	4
148	0681408		Hangers For Headsets, NFPA, Each Qty, - 06 Location, Headset Hangers - Driver Seat, Officer Seat, DS Inbrd, Fwrd Fcng Seat, DS Outbrd, Rear Fcng Seat, PS Inbrd, Fwrd Fcng Seat and PS Outbrd, Rear Fcng Seat	6
149	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1

Line	Option	Type	Option Description	Qty
150	0653519		Camera, Pierce, Driver Mux, R, RS, LS Cameras Camera System Audio - Not Provided	1
151	0615112		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi	1
152	0733539		Electrical System, Enf MUX ESP	1
153	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
154	0008621		Battery System, Single Start, All Custom Chassis	1
155	0002698		Battery Compartment, Saber/Enforcer	1
156	0531315		Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, Qtm/Enf/SFR	1
157	0012782		Location, Charger, Front Left Side Body Compartment Location, Battery Chrgr/Cmpr - High On Left Wall	1
158	0530949		Location, Bat Chrg Ind, Driver's Seat Riser	1
159	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1
160	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
161	0783395		Transfer Switch, Generator to Shoreline 30 Amp and Under	1
162	0647729		Alternator, 320 amp, Delco Remy 40SI	1
163	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
164	0783157		Headlights, Rect LED, JW Spkr Evo 2, Heat, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
165	0775055		Light, Directional, Wln C6T* LED Arrow, Common Bzl, Above Headlts, Sab/Enf Color, Lens, LED's - Clear	1
166	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
167	0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer Light Guard - No Guards	1
168	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
169	0670831		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts, 100AAT	1
170	0602938		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body Qty, Lights, Pair - 1	1
171	0564683		Lights, Tail, Wln M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg Color, Lens - Colored	1
172	0561471		Lights, Backup, Wln M6BUW, LED, For Tail Lt Housing	1
173	0664481		Bracket, License Plate & Light, P25 LED	1
174	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
175	0589905		Alarm, Back-up Warning, PRECO 1040	1
176	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
177	0769564		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 1lt	1
178	0763190		Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 3lts Control, Perimeter Lts - Parking Brake Applied	1
179	0735865		Step Illumination, Pump Panel Light Shield, 100AAT, w/Pump	1
180	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS Scene Light Optics - Flood/Spot	1
181	0766802		Not Required, Deck Lights, Other Hose Bed & Rear Lighting, 100AAT	1
182	0729276		Lights, Hose Bed, Front/Rear, Light Strips, AAT Control, Hose Bed Lts - Park Brk	1
183	0737026		Lights, Rear Scene, Wln, M6ZC LED, M6P15* 15 Deg Brkt, 58" - 72" High Control, Rear Scene Lts - Cab Switch Panel DS Color, Trim - Chrome Trim	1
184	0892702		Lights, Walk Surf, Amdor AY-LB-12HW020, P25 LED, 100AAT Color, Trim - Chrome Housing	1
185	0771870		Aerial, 100AAT, Alum Body	1
186	0554271		Body Skirt Height, 20"	1
187	0769002		Tank, Water, 300 Gallon, Poly, 100AAT	1
188	0751917		Overflow, 3.00" Water Tank, Poly	1
189	0028104		Foam Cell Required	1

Line	Option	Type	Option Description	Qty
190	0003429		Not Required, Direct Tank Fill	1
191	0769016		Hose Bed, Alum, Right Side, 100AAT	1
192	0723546		DA Finished Hose Bed/Cargo Area	1
193	0555137		Hose Bed Capacity 800' of 5.00", 100AAT, 100' RMAP	1
194	0748063		Hose Restraint, Front Vinyl/Treadplate, 1" Heavy Nylon Web Rear, 100AAT	1
			Color, Vinyl Cover - c) black	
195	0003512		Running Boards, Ascendant, PAL	1
196	0735582		Turntable Steps, Swing-Down, Left Side, 100AAT	1
			Step, Flip - Flip Step, One Step Assembly	
			Body Handrail Finish - knurled aluminum	
			Step Surface, Turntable - Punched Grip	
197	0889980		Lights, Step (3), P25 LED, One Side	1
			Control, Scene Lts - Park Brake	
			Color, Trim - Chrome Housing	
198	0690023		Wall, Rear, Smooth Aluminum	1
199	0074515		Tow Eyes (2), 100AAT, Ascendant Single Axle, 75' HAL	1
200	0769019		Construction, Compt, Alum, 100AAT	1
201	0771504		Compt, Left Side, Roll, 100AAT	1
			Latch, Door, Access - SouthCo C2 chrome raised, pair	
202	0771505		Compt, Right Side, Roll, 100AAT	1
203	0771213		Doors, Lap w/"D" Handles, Aluminum, Side Compartments	1
204	0740006		Bumper, Rear, 3", Counterweight, Steel, Full 45 Degree Angled Corners, 100AAT	1
205	0603083		Lights, Compt,Pierce LED,Dual Light Strips,Each Side Dr,Ascend	9
			TA,75'HAL,PAP,HDL	
			Qty, - 09	
			Location, Compartment Lights - All Body Compts	
206	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
207	0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	6
			Qty, Shelf - 06	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - .Location To Be Determined	
208	0647772		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G	3
			Qty, - 03	
			location - TBD	
			Material - Painted - Spatter Gray	
209	0725642		Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 36" Wide	1
			Qty, - 01	
			Location - Ls1 Compt	
			Size, Drawer Height 1 (Top) - 7.00"	
			Size, Drawer Height 2 - 10.75"	
			Size, Drawer Height 3 - 10.75"	
210	0061917		Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
211	0769018		Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3rd Gen, Two Pair	1
212	0519849		Not Required, Hose, Hard Suction	1
213	0893756		Handrails, Side Pump Panels, Per Print, Aerial	1
			Step, Runningboard - step	
214	0765324		Compt, Air Bottle/Extinguisher,Between Tandems,Three (3),w/Straps,100AAT,Bolt-It	2
			Qty, Air Bottle Comp - 2	
			Location, driver's/passenger's/center - 1LS & 1RS	
			Door Finish, Fender Compt - Polished	
			Latch, Air Bottle Compt - Flush Lift & Turn, Pair	
			Insert, Air Bottle Compt - Dura-Surf Lining	
			Door Type - lift up with pneumatic spring	
215	0758330		Compt, Air Bottle, Double, Fender Panel, Alum, 100AAT	2
			Qty, Air Bottle Comp - 2	
			Location, Air Bottle - (1) LS Behind Rr Wheel and (1) RS Behind Rr	
		Wheel		
			Door Finish, Fender Compt - Painted	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - W-Shaped Insert	
216	0768635		Ladder, 35' Duo-Safety 1200A 2-Sect	2
			Qty, - 02	
217	0010406		Ladder, 28' Duo-Safety 1200A 2-Section	1
			Qty, - 1	

Line	Option	Type	Option Description	Qty
217			Location, Extension Ladder - torque box	
218	0024232		Ladder, 16' Duo-Safety 875A Roof	1
			Qty, - 1	
219	0014232		Ladder, 20' Duo-Safety 875A Roof	1
			Qty, - 1	
220	0024233		Not Required, Attic Extension Ladder	1
221	0768634		Ladder, 10' Duo-Safety Folding, 585A	2
			Qty, - 02	
			Location, Folding Ladder Aerial - torque box	
222	0762824		Ladders Stored in Torque Box, Generator Storage, Gortite Roll, 100AAT	1
			Color, Roll-up Door, Gortite - Satin finish	
			Latch, Roll-up Door, Gortite - Non-Locking, Rear	
223	0766602		Lights, Torque Box Ladder Storage, Pierce LED Strip Lights, 2 Lts, 100AAT	1
224	0724703		Stokes Basket Storage, Trough, In Torque Box/Ladder Compartment, Aerial	1
			Size, Stokes Basket, Predefined - 84" L x 25" W x 9" H	
225	0775907		Pike Pole, 12' DUO Safety, Fiberglass	2
			Qty, - 02	
226	0789564		Pike Pole, 8' DUO Safety, Fiberglass, Aerial	2
			Qty, - 02	
227	0789566		Pike Pole, 6' DUO Safety, Fiberglass, Aerial	2
			Qty, - 02	
228	0789586		Pike Pole, 3' DUO Safety, Fiberglass, w/D Handle	2
			Qty, - 02	
229	0770578		Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	6
			Qty, - 06	
230	0765390		Pump House, Side Control, 42", 100AAT, Control Zone	1
231	0767048		Pump House Structure	1
232	0767622		Pump, Waterous, S100, 2000 GPM, Single Stage, 100' AAT	1
233	0504116		Seal, Mechanical, Waterous, w/S100 Pump	1
234	0559768		Trans, Pump, Waterous C20, S100 Pump Only	1
235	0635600		Pumping Mode, Stationary Only	1
236	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
237	0003148		Transmission Lock-up, EVS	1
238	0004547		Auxiliary Cooling System	1
239	0014486		Not Required, Transfer Valve, Single Stage Pump	1
240	0746508		Valve(s), Relief Intake, Trident Air Max, Control Location	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
241	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
242	0072153		Primer, Trident, Air Prime, Air Operated	1
243	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
244	0602492		Plumbing, Stainless Steel and Hose, Single Stage Pump, 100AAT	1
245	0795135		Plumbing, Stainless Steel, w/Foam System	1
246	0751029		Inlets, 6.00", (1) Left Side, (1) Right Side, 1500-2000 GPM Pump, 100AAT	1
247	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
248	0084610		Valves, Akron 8000 series- All	1
249	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
250	0004700		Control, Inlet, at Valve	1
251	0004660		Inlet (1), Left Side, 2.50"	1
252	0029147		Not Required, Inlet, Right Side	1
253	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
254	0767284		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing, 100AAT	1
255	0004905		Outlet, Tank Fill, 1.50"	1
256	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
257	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
258	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
259	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
260	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1

Line	Option	Type	Option Description	Qty
261	0767613		Outlet, 4" w/4" Right, Sm Handwheel, 100AAT Valve, Brand - Akron	1
262	0503020		Elbow, Large Dia Outlet, 30 Deg, (2) 4" FNST x 5" Storz, w/5" Storz x 2.5" MNST	1
263	0738134		Outlet, Front, 1.50" w/2" Plumbing, 100AAT Fitting, Outlet - 1.50" NST with 90 degree swivel	1
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
264	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
265	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
266	0005080		Reducer, 2.50" FNST x 1.50" MNST, w/Cap Qty, Adapter for Outlets - 02	2
			Location, Adapter(s) - Both sides of the pump panel	
267	0029106		Not Required, Deluge Outlet	1
268	0767110		Waterway Outlet & Control, 4" Akron, Sm HW, 100AAT	1
269	0723726		Speedlay Module Not Required	1
270	0722432		Hose Restraint Not Required, No Speedlay Module	1
271	0723395		Speedlays, Not Required	1
272	0723394		Speedlays, Not Required	1
273	0762277		Crosslays Sngl Sheet Unpainted, (1+) 1.50" Std. Cap, 100AAT Qty, Crosslays - 2	2
274	0762275		Crosslays Sngl Sheet Unpainted, (1) 2.50" Std Cap, 100AAT	1
275	0591145		Hose Restraint, Crosslay/Deadlay, Top and Ends, Elastic Netting Qty, - 03	3
276	0734284		Foam Sys, Husky 3, Single Agent, Multi Select Feature, 100AAT Outlet, Foam - No. 1 Crosslay, No. 2 Crosslay, No. 3 Crosslay and Center	1
			Front Discharge	
277	0012126		Not Required, CAF Compressor	1
278	0592527		Refill, Foam Tank, Integral, Husky 3	1
279	0031896		Demonstration, Foam System, Dealer Provided	1
280	0022539		Foam Cell, 20 Gallon, Reduce Water Type of Foam - Class "A"	1
281	0733554		Drain, 1.00" Foam Tank, 100AAT	1
282	0091112		Not Required, Foam Tank #2 Drain	1
283	0738072		Approval Dwg, Pump Panel(s), Not Required	1
284	0032479		Pump Panel Configuration, Control Zone	1
285	0747651		Step, Slide-Out/Fold-Out, Pump Operator Platform, 100AAT	1
286	0667186		Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	1
287	0005525		Material, Pump Panels, Side Control Brushed Stainless	1
288	0723264		Panel, Pump Access - Right Side Only, 100AAT Latch, Pump Panel Access, Side Mount - Flush Trigger, Black	1
289	0583824		Light, Pump Compt, WIn 3SC0CDCR LED White Qty, - 01	1
290	0586382		Gauges, Engine, Included With Pressure Controller	1
291	0005601		Throttle, Engine, Incl'd w/Press Controller	1
292	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
293	0549333		Indicators, Engine, Included with Pressure Controller	1
294	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
295	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
296	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
297	0757359		Gauge, Water Level, Class 1, Remote Module Driver Activation, Water Level G - Ignition & Park Brake	1
298	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
299	0735892		Light Shield, S/S LS & RS, 100AAT, Std LED	1
300	0761601		Air Horns, (2) Grover, In Bumper, 100AAT	1
301	0606833		Location, Air Horns, Bumper, Each Side, Inside Frame (Pos #3 & #5)	1
302	0016065		Control, Air Horn, Horn Ring, PS Chrome Push Button	1
303	0525667		Siren, WIn 295SLSA1, 100 or 200 Watt	1
304	0510206		Location, Elect Siren, Recessed Overhead In Console Location, Elec Siren - Overhead, DS Inside Sw Pnl	1
305	0076156		Control, Elec Siren, Head Only	1
306	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt Connection, Speaker - siren head	1

Line	Option	Type	Option Description	Qty
307	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
308	0895287		Siren, Federal Q2B, Enforcer, 100AAT	1
			Finish, Q2B Siren - Chrome	
309	0728605		Siren, Mechanical, Mounted Above Deckplate, 100AAT	1
			Location, Siren, Mech - Left Side	
310	0748305		Control, Mech Siren, Multi Select	1
311	0748282		Control Mech Siren, Ft Sw LS	1
312	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
313	0721495	SP	Control, Lightbar Lt Intensity, Wln, Photocell	1
314	0606775		Lightbar, Wln, Freedom IV-Q, 72", RRWRRR____RRRWRR	1
			Filter, Whl Freedom Ltbrs - No Filters	
315	0540384		Lights, Front Zone, Wln M6*C LED, Clear Lens, in Common Bzl	1
			Color, Lt DS Front - Red	
			Color, Lt PS Front - Blue	
316	0540679		Lights, Side Zone Lower, Wln M6*C LED, Clear Lens 2pr	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Rear - Red	
			Location, Lights Rear Side - Over Rear Wheels	
317	0564655		Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
318	0088745		Light, Rear Zone Up, Wln L31HRFN LED Beacon, Red LED	1
			Color, Dome, Rear Warning - j) both domes clear	
319	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
320	0791501		Light, Traffic Directing, Wln TAL65, 36" Long LED, Aerials	1
			Activation, Traffic Dir L - Not Connected	
321	0738095		Location, Traf Dir Lt, Surface Mounted Over Rear Door in Box 100AAT	1
322	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
323	0006646		Electrical System, 120/240VAC, General Design	1
324	0762803		Generator, Harrison 6kW MID6.0, Hydraulic, Hotshift PTO, 100AAT	1
			Generator Interlocks - No Interlocks	
			Location, Gen Info Panel - near breaker box	
325	0762825		Location, Hydraulic Generator in B1 Rear Compartment, 100AAT	1
326	0016752		Starting Sw, Truck Engine Powered Gen, Cab Sw Pnl	1
327	0016757		Not Required, Remote Start, Generator	1
328	0016740		Not Required, Fuel System	1
329	0016767		Not Required, Oil Drain Extension, Generator	1
330	0732903		Circuit Breaker Panel w/Generator 100AAT	1
			Location, Circuit Breaker Panel - LS1, Upper Forward Wall, Partially	
			Recessed	
331	0016771		Not Required, Routing Exhaust, Generator	1
332	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2
			Qty, - 02	
			Location 1 - Behind Officer and Drivers seat	
			AC Power Source - Gen to Shoreline Transfer Switch	
			Cover, Receptacle - Interior SS Wall Plate(s)	
333	0779701		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Body	3
			Qty, - 03	
			Location 1 - LS3,LS1,RS1	
			AC Power Source - Gen to Shoreline Transfer Switch	
			Cover, Receptacle - Interior SS Wall plate	
334	0519934		Not Required, Brand, Hydraulic Tool System	1
335	0649753		Not Required, PTO Driven Hydraulic Tool System	1
336	0771866		Aerial, Ascendant 100' Aerial Tower	1
337	0680821		Boom Panel, Pair	1
			Paint Color, Predefined - #10 white	
338	0526890		Not Required, Indicator, Extension	1
339	0688232		Rung Covers, Aerial Device	1
			Rung Cover Color - Safety Yellow	
340	0770598		Basket, 100AAT	1
341	0766894		Lights, Turntable Walkway, P25, On Scene, LED, 100AAT	1
342	0767535		Light, Turntable Console, TecNiq E-10, LED	1

Line	Option	Type	Option Description	Qty
343	0732762		Basket Heat Shields, 100AAT	1
344	0766953		Control Stations, 100AAT	1
345	0751348		Lights, Basket Interior, CLC-1049-20, 20" 100AAT	1
346	0771862		Stabilizers, 100AAT, Three Sets	1
347	0729051		Stabilizer Pan and Trim Material	1
			Stabilizer Panels - polished stainless steel	
			Stabilizer Trim - polished stainless steel	
348	0746173		Door, Stabilizer Control Box, Aerial MUX, 100AAT	1
			Latch, Door, Storage - Southco C2 Chrome Raised	
			Hinge Location - Outboard	
			Door, Material & Finish, Stabilizer - Smooth aluminum	
349	0615058		Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	1
350	0771218		Hydraulic System, 100AAT	1
351	0767932		Swivels, w/Encoder, 36, 100AAT	1
352	0767931		Electrical System, 100AAT	1
353	0783180		Lights, Tip, WIn MPB* LED, Front of Basket 1lt	1
			Color, WIn Lt Housing - White Paint	
354	0752453		Lights, Tracking, WIn MPB* LED, 100AAT 2lts	1
			Color, WIn Lt Housing - White Paint	
			Scene Lt Optics LH Base - L Spot	
			Scene Lt Optics RH Base - R Spot	
355	0769515		Basket Access, Ladder Style, 100AAT	1
			Finish, Step Well - aluminum treadplate	
356	0894586		Lights, Step (4), P25, Ladder Style Access Steps, Both Sides	1
			Control, Light - i) park brake	
			Color, Trim - Chrome Housing	
357	0749120		Lighting, Rung, LED, TecNiq, 5 Section, Base, Low, Cent, Upper, Fly, 100AAT	1
			Control, Aerial Rung Lighting - Aerial Master and DS Sw Panel	
			Color, Lt Aerial Fly Sect - White	
			Color, Lt Aerial Base Sect - White	
			Color, Lt Aerial Lower Mid Sect - White	
			Color, Lt Aerial Upper Mid Sect - White	
			Color, Lt Aerial Mid Sect - White	
358	0540743		Lights, Stabilizer Warn (2) Sets, WIn M6*C LED, Clear Lens	1
			Color, Lt Rr Stabilzr Pan - r) Pan Light Red	
			Color, Lt Fr Stabilzr Pan - r) Pan Light Red	
359	0068703		Lights, Grote Supernova LED, Stabilizer Beam, (1) Set	1
360	0762387		Lights, Stabilizer Scene, (3) sets, Amdor AY-LB-12HW012, 100AAT	1
361	0766878		120 Volt To Tip, 2-20 Amp L5-20 TL, 100AAT	1
362	0737181		Intercom, 2-Way Fire Research ICA910 Hands Free	1
363	0766913		Breathing Air to Tip, (1) 4500 PSI, 100AAT	1
			Refill Hose - 50'	
			Breathing Air Fitting - Hansen	
			Breathing Air Mask Box - mask box platform rubber draw latch	
364	0024742		Not Required, Mask, Breathing Air To Tip	1
365	0767396		Aerial Pedestal, 100AAT	1
366	0766834		Lyfe Brackets, 3-In-1, Used w/Duo-Safety 875 Ladders ONLY, 100AAT	1
367	0767149		Turntable Access, ManSaver Bar, Yellow	1
368	0769514		Waterway, 100AAT	1
369	0743513		(1) Preconnect At Platform, (1) Monitor, 100AAT	1
			Location, Aerial Basket - right	
370	0630802		Monitor, Akron 3480 StreamMaster II Electric	1
			Nozzle, Monitor 1, PAP - Akron 5178 Electric 1500 gpm	
371	0086971		Flowmeter, Waterway, MUX, PAP	1
372	0009364		Inlet, 5.00", S/S, w/ Pump, Right Side, 100AAT	1
373	0047897		Tools, Aerial	1
374	0559491		Manuals and Training, 3 Consecutive Days, Platform	1
375	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
376	0602497		NFPA Required Loose Equipment, Quint, NFPA 2016, Provided by Fire Department	1
377	0602397		Soft Suction Hose, Provided by Fire Department, Quint NFPA 2016 Classification	1
378	0027023		No Strainer Required	1
379	0602534		Extinguisher, Dry Chemical, Quint NFPA 2016, Provided by Fire Department	1

Line	Option	Type	Option Description	Qty
380	0602352		Extinguisher, 2.5 Gal. Pressurized Water, Quint, NFPA 2016, Provided by Fire Dept	1
381	0765595		Ladder Belts, Aerial Safety Belt, Large/XL - (2) two Large/XL (34"-42" waist) Safety Belt, Small/Medium - 0) small/medium (26"-34" waist) Safety Belt, XXL - (1) one XXL (42"-50" waist)	1
382	0007482		Not Required, Crowbars	1
383	0007484		Not Required, Claw Tools	1
384	0602883		Axe, Flathead, Quint NFPA 2016, Provided by Fire Department	1
385	0602670		Axe, Pickhead, Quint NFPA 2016, Provided by Fire Department	1
386	0007494		Not Required, Sledgehammers	1
387	0741569		Paint Process / Environmental Requirements, Appleton	1
388	0709566		Paint, Two-Tone Color, Enforcer Paint Color, Upper Area, Predefined - #101 Black Shield, Cab - Standard Shield Paint Color, Lower Area, Predefined - #618 Red Paint Break, Cab - Standard Two-Tone Cab Break	1
389	0709833		Paint, Two-Tone Color, Body Paint Break, Body - Above Body Compt Doors Paint, Lower Body - Match Cab Lower Paint, Upper Body - Match Cab Upper	1
390	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard Paint Color, Frame Assembly, Predefined - Standard Black	1
391	0693797		No Paint Required, Aluminum Front Wheels	1
392	0687652		Paint, Rear Wheels, Tandem Axle, Alum-Stl Paint, Wheels - Black #101	1
393	0733739		Paint, Axle Hubs Paint, Axle Hub - Black #101	1
394	0007230		Compartment, Painted, Spatter Gray	1
395	0792638		Aerial Platform Paint Paint Color, Aerial Device - Black 101 Paint Color, Turntable - Black 101 Paint Color, Boom Support - black 101 Paint Color, Cylinders - black 101 Paint Color, Aerial Torque Box - black 101 paint Paint Color, Aerial Stabilizers - black 101 Paint Color, Aerial Basket - black 101 Paint Color, Aerial Rotation Motor - Black Paint Color, Aerial Control Console - black 101	1
396	0544111		Reflective Band, 10" Color, Reflect Band - A - a) white	1
397	0007356		Reflective across Cab Face	1
398	0536956		Stripe, Chevron, Rear, Diamond Grade, Bumper Covered, Aerial Color, Rear Chevron DG - fluorescent yellow green	1
399	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers Color, Reflect Band - A - p) fluorescent yellow green diamond grade	1
400	0065687		Stripe, Reflective, Cab Doors Interior Color, Reflective - a) white	1
401	0027372		Lettering Specifications, (GOLD STAR Process)	1
402	0686428		Lettering, Gold Leaf, 3.00", (41-60) Outline, Lettering - Outline and Shade	1
403	0765565		Emblem, American Flag Muted, Ptd Cab Grille, All Custom Chassis	1
404	0599008		Rust Proof/Undercoat, Custom Chassis Color, Undercoating - Black	1
405	0695507		Rust Proof, Torque Box Color, Undercoating - Black	1
406	0652945		E-Coat, Under Body/Chassis Component Package Paint Color, E-Coat - Black	1
407	0636438		E-Coat, Water Tank Cradle Paint Color, E-Coat - Black	1
408	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
409	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1

Line	Option	Type	Option Description	Qty
410	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
411	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
412	0735523		Warranty, Engine, Paccar MX13, 5 Year	1
413	0684952		Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
414	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
415	0610471		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
416	0733305		Warranty, Tandem Axle, 5 Year, Meritor, General Service, WA0384	1
417	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
418	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
419	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
420	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
421	0695416		Warranty, Pierce Camera System, WA0188	1
422	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
423	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
424	0685945		Warranty, Transmission Cooler, WA0216	1
425	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
426	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
427	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
428	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
429	0648675		Warranty, 10 Year S/S Plumbing, WA0035	1
430	0657990		Warranty, Foam System, Husky 3, WA0231	1
431	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
432	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
433	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
434	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
435	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
436	0553455		Warranty, Electronics, 5 Year, MUX, WA0014	1
437	0725636		Warranty, Harrison Generator, 2 Year	1
438	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
439	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
440	0683627		Certification, Vehicle Stability, CD0156	1
441	0735686		Certification, Engine Installation, Enf, Paccar MX13, 2021	1
442	0686786		Certification, Power Steering, CD0098	1
443	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
444	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
445	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
446	0556828		Certification, Electric Window, Not Available	1
447	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
448	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
449	0545073		Amp Draw Report, NFPA Current Edition	1
450	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
451	0799248		Appleton/Florida BTO	1
452	0000053		Ascendant Tower	1
453	0000012		PIERCE CHASSIS	1
454	0735525		PACCAR MX13 ENGINE	1
455	0046396		EVS 4000 Series TRANSMISSION	1
456	0020011		WATEROUS PUMP	1
457	0020009		POLY TANK	1
458	0028048		FOAM SYSTEM	1
459	0020006		SIDE CONTROL	1
460	0020007		AKRON VALVES	1
461	0020015		ABS SYSTEM	1
462	0658751		PUMPER BASE	1

RESOLUTION NO.

**APPROVING A PURCHASE AGREEMENT WITH
MACQUEEN EMERGENCY FOR A LADDER TRUCK**

WHEREAS, the City of Austin has identified the need for the replacement of the ladder fire truck; and

WHEREAS, the truck has been identified for purchase in the 2025 Capital Improvement Plan; and

WHEREAS, Staff and representatives of MacQueen Emergency have met and identified price increases, the first of which would take place May 1, 2022; and

WHEREAS, the City proposes to sign a purchase agreement for the ladder fire truck with MacQueen Emergency for \$1,645,000 with payment upon delivery in 2024; and

WHEREAS, this contract is projected to save the City approximately \$375,000 in future price increase; and

WHEREAS, City staff recommends approval of the purchase agreement with MacQueen Emergency for the replacement of a ladder fire truck.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin approves the purchase agreement with MacQueen Emergency for the replacement of a ladder fire truck and authorizes the Mayor and City Recorder to sign said agreement.

Passed by a vote of yeas and nays this 18th day of April, 2022.

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor

RESOLUTION NO.

ACCEPTING DONATIONS TO THE CITY OF AUSTIN

WHEREAS, the City has received gift as follows:

Gift	Donor	For
\$1,500	Cedar River Watershed	Herzog Way Sign
\$15	Dana Cloutier	Austin Fire Department

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

Passed by a vote of yeas and nays this 18th day of April, 2022.

ATTEST:

APPROVED:

City Recorder

City of Austin
Ann M. Kasel, City Clerk



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

Memorandum

To: Mayor & Council
From: Ann M. Kasel
Date: April 11, 2022
Subject: Reassessment of forfeited property

Mower County sold properties at their forfeiture auction last fall. We recently received the final settlement from the County and would like to move forward with reassessing the previously cancelled assessments from the forfeiture.

I would request the Council schedule a public hearing for May 16, 2022. Notice will be sent to the property owners and published in the paper.

Please let me know if you have any questions.

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:

Forfeited Property reassessments

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:

1. A hearing shall be held on the 16th day of May, 2022 in the City Hall Council Chambers at 5:30 pm to pass upon such proposed assessments, and at such time and place all persons owning property affected by such improvements will be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on proposed assessments 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 with interest accrued to the date of payment to the City, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessments. 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.
4. Passed by a vote of yeas and nays this 18th day of April, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin
Ann M. Kasel, City Clerk



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

Memorandum

To: Mayor & Council
From: Ann M. Kasel
Date: April 11, 2022
Subject: Reassessment of forfeited property

The proposed resolution list the properties that were forfeited to the State of Minnesota for non-payment of real estate taxes in tax year 2022 that had outstanding special assessments. In order to reassess the properties for these special assessments the City needs to pass a resolution declaring the amount of the outstanding assessments on each parcel. The parcels will then go to public auction by Mower County.

Please let me know if you have any questions.

RESOLUTION NO.

RESOLUTION APPROVING COUNTY BOARD CLASSIFICATION OF FORFEITED TAX PROPERTY, PUBLIC SALE OF SAID PROPERTY AND DECLARING THE CITY'S INTENTION TO REASSESS UNPAID ASSESSMENTS

WHEREAS, the City Council of the City of Austin has received certificates from the County Board of Mower County certifying that the following land is classified as nonconservation land and sale of said parcels to the adjacent property owners or at public sale:

- 34.160.0220 Lot 11, Block 2, Crane 1st Addition to the City of Austin, Mower County, Minnesota.
1203 9th Street NE
- 34.165.0070 Lot 8, Block 1, Crane 2nd Addition to the City of Austin, Mower County, Minnesota.
906 13th Avenue NE
- 34.190.0220 South Half of Outlot 11, Decker Acres Addition to the City of Austin, Mower County, Minnesota.
2101 Oakland Avenue East
- 34.235.0560 Lot 8, Block 4, Elmhurst Addition to the City of Austin, Mower County, Minnesota.
601 21st Avenue NW
- 34.595.0060 Lot 6, Block 1, Plunkett Subdivision to the City of Austin, Mower County, Minnesota.
1700 5th Avenue NW
- 34.751.0120 Lot 11, Block 2, San Fernando Villas Addition to the City of Austin, Mower County, Minnesota.
1403 33rd Drive NE
- 34.916.0250 E120ft S300ft Outlot 13, Outlots in Ramsey Park Addition, City of Austin, Mower County, Minnesota.
1309 28th Avenue NE
- 34.916.0260 W45ft W90ft S300.87ft of Outlot 13, Outlots in Ramsey Park Addition, City of Austin, Mower County, Minnesota.
1307 28th Avenue NE
- 34.916.0300 SE ¼ Outlot 14, Outlots in Ramsey Park Addition, City of Austin, Mower County, Minnesota.
1305 28th Avenue NE

AND, WHEREAS, there remains principal and interest on unpaid assessments as described below:

- 34.160.0220 Lot 11, Block 2, Crane 1st Addition to the City of Austin, Mower County, Minnesota.
1203 9th Street NE **\$5,558.98**
- 34.165.0070 Lot 8, Block 1, Crane 2nd Addition to the City of Austin, Mower County, Minnesota.
906 13th Avenue NE **\$4,427.24**

34.190.0220 South Half of Outlot 11, Decker Acres Addition to the City of Austin, Mower County, Minnesota.
2101 Oakland Avenue East **\$483.51**

34.235.0560 Lot 8, Block 4, Elmhurst Addition to the City of Austin, Mower County, Minnesota.
601 21st Avenue NW **\$2,395.01**

34.595.0060 Lot 6, Block 1, Plunkett Subdivision to the City of Austin, Mower County, Minnesota.
1700 5th Avenue NW **\$34,943.44**

34.751.0120 Lot 11, Block 2, San Fernando Villas Addition to the City of Austin, Mower County, Minnesota.
1403 33rd Drive NE **\$22,803.29**

34.916.0250 E120ft S300ft Outlot 13, Outlots in Ramsey Park Addition, City of Austin, Mower County, Minnesota.
1309 28th Avenue NE **\$23,157.08**

34.916.0260 W45ft W90ft S300.87ft of Outlot 13, Outlots in Ramsey Park Addition, City of Austin, Mower County, Minnesota.
1307 28th Avenue NE **\$0.00**

34.916.0300 SE ¼ Outlot 14, Outlots in Ramsey Park Addition, City of Austin, Mower County, Minnesota.
1305 28th Avenue NE **\$30,876.91**

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

That the foregoing classification as set forth above by the County Board of Mower County, Minnesota is hereby approved and that the City Council of the City of Austin approves the sale of said parcels to the adjacent property owners or at public sale.

BE IT FURTHER RESOLVED that it is the intention of the City of Austin to reassess the cancelled and unpaid levied special assessment remaining after the sale of such property.

Passed by a vote of Yeas and Nays this 18th day of April, 2022.

Yea

Nay

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: Mitch Wenum
Date: April 13, 2022
Subject: Engineering Services – 1st Street NW & Downtown Traffic Study

The City of Austin has 1st Street NW from Oakland Ave W to 1st Drive NW scheduled for reconstruction in 2023. In preparation for the project, we have asked WHKS to help us complete traffic studies on the major intersections on the project and evaluate alternatives for construction.

The following intersections would be studied and evaluated by WHKS.

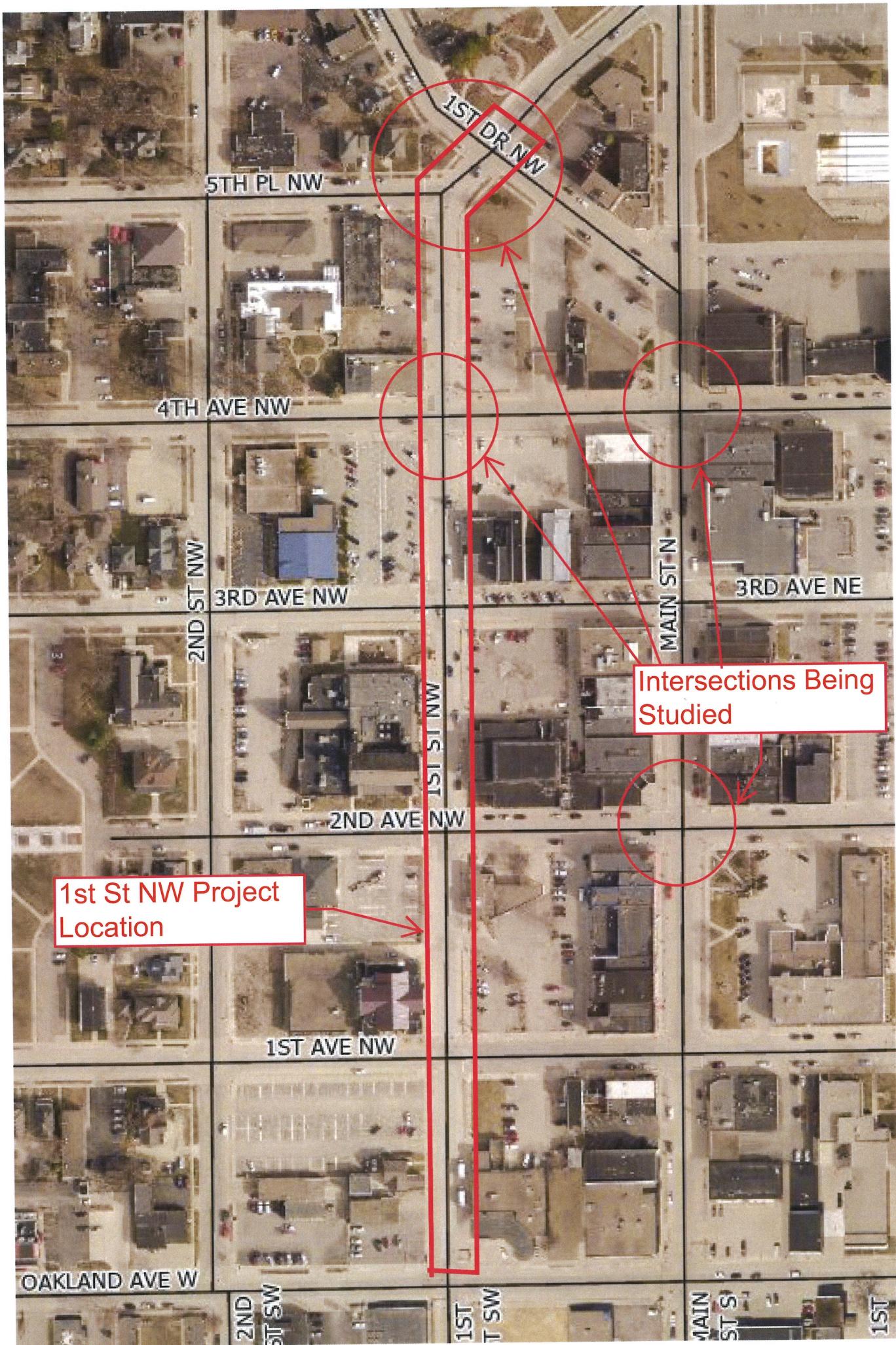
- 1st Street NW & 4th Avenue NW (Currently signalized)
- 1st Street NW & 1st Drive NW/ 5th Place NW (Currently Two-Way Stop)
- N Main Street & 4th Avenue NW/NE (Currently signalized)
- N Main Street & 2nd Avenue NW/NE (Currently signalized)

All three of the signal lights listed above are in poor condition and in need of replacement, or a new type of intersection control. These intersections are all dependent on each other to function properly, so they are all being studied at the same time. Any recommended modifications to the Main Street intersections would take place at the same time as the 1st Street NW project in 2023.

We have received a proposal from WHKS, in the amount of \$32,800, to perform the following work at each of the intersections listed above.

- Traffic Counts
- Warrant Analysis
- Intersection Control Evaluation
 - Two-Way Stop
 - Multi-Way Stop
 - Traffic Signal
 - Roundabout
- Cost Analysis

We recommend awarding the proposal for engineering services to WHKS. Costs for the engineering services would be paid with Municipal State Aid Street Funds. After the studies and evaluations are complete, we plan bring alternatives for each intersection to the city council. Let me know if you have any questions.

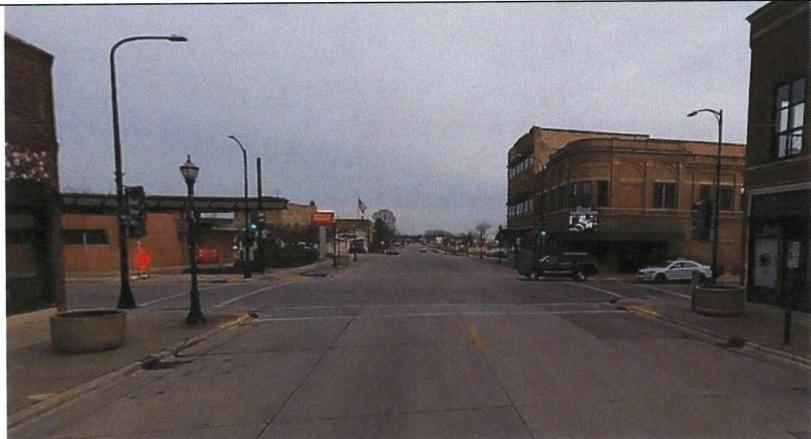




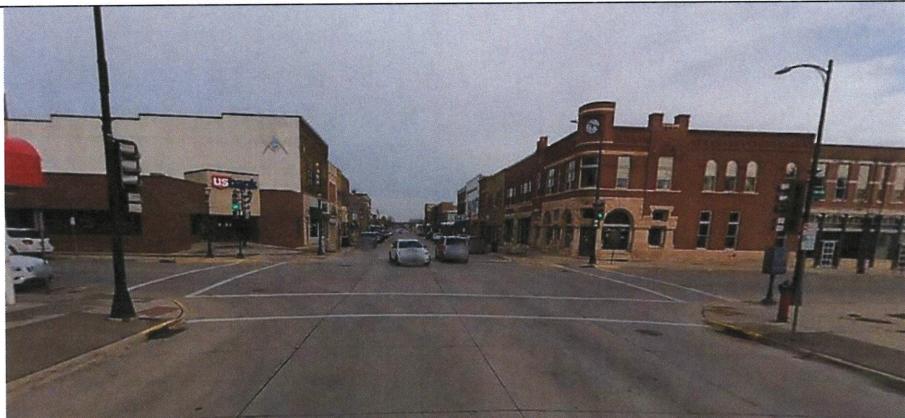
1st Street NW & 4th Avenue NW Intersection



1st Street NW & 1st Drive/5th Place NW Intersection



Main Street & 4th Avenue NW/NE Intersection



Main St & 2nd Avenue NW/NE Intersection

RESOLUTION NO.

**APPROVING AN ENGINEERING SERVICES CONTRACT FOR A
1ST STREET NW & DOWNTOWN TRAFFIC STUDY**

WHEREAS, in preparation for 2023 street reconstruction projects, the City of Austin would like to complete traffic studies in the downtown area; and

WHEREAS, WHKS has submitted a proposal to the City for the traffic studies in the amount of \$32,800; and

WHEREAS, City staff recommends awarding the contract to WHKS.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Austin does hereby approve an engineering services contract with WHKS.

Passed by a vote of Yeas and Nays this 18th day of April, 2022.

YEAS:

NAYS:

ATTEST:

City Recorder

APPROVED:

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: Mitch Wenum
Date: April 13, 2022
Subject: Oakland Avenue W Trail – MnDOT Limited Use Permit (LUP)

The City of Austin has an asphalt bicycle and pedestrian trail planned for construction this summer. The trail will be constructed along the south side of Oakland Avenue W/TH 105 from 25th Street SW to I-90.

The trail will need to be constructed in portions of MnDOT owned right-of-way. In order to construct within MnDOT right-of-way, a Limited Use Permit (LUP) needs to be acquired. We have worked to obtain a LUP from MnDOT. A city council resolution is required to complete the LUP.

Attached is a map of the proposed trail and LUP agreement.

We recommend approving the LUP council resolution in order to obtain approval to construct the trail along Oakland Ave W. Let me know if you have any questions.

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

LIMITED USE PERMIT

C.S. 5007 (T.H. 105)
County of Mower
LUP # 5007-0019
Permittee: City of Austin
Expiration Date: 05/01/2032

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Austin, ("Permittee"), to use the area within the right of way of Trunk Highway No. 105 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Non-Motorized Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized trail ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 05/01/2032 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility

and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and

(b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
 - (b) Surrender possession of the Area to MnDOT.
3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. MAINTENANCE. Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. CIVIL RIGHTS. The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. SAFETY. MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. ASSIGNMENT. No assignment of this LUP is allowed.
10. IN WRITING. Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. ENVIRONMENTAL. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. MECHANIC'S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Mayor
Austin City Hall
500 4th Ave NE

Austin, MN 55912

and to MnDOT at:

State of Minnesota
Department of Transportation
District 6 Right of Way
2900 48th Street NW
Rochester, MN 55901-5848

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. **INDEMNITY.** Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:

- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
- (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
- (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
- (d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
- (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT
OF TRANSPORTATION
RECOMMENDED FOR APPROVAL

By: _____

— District Engineer

Date _____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

—

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

CITY OF AUSTIN

By _____

—

Its

And _____

—

Its

EXHIBIT B

CITY OF AUSTIN

RESOLUTION

IT IS RESOLVED that the City of Austin enter into Limited Use Permit No. 5007-0019 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of Austin upon, along and adjacent to Trunk Highway No. 105 and the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED by the _____ of the City of Austin, Minnesota that the Mayor and the City Council are authorized to execute the Limited Use Permit.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of the City of Austin, Minnesota at an authorized meeting held on the _____ day of _____, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this
_____ day of _____, 2022

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)

(Signature)

(Type or Print Name)

(Title)

C.S. 5007 (T.H. 105)
LUP # 5007-0019

RESOLUTION NO.

Limited Use of Right-of-Way within Trunk Highway 105

BE IT RESOLVED by the City Council of the City of Austin, Minnesota that the City enter into a permit with the Department of Transportation of the State of Minnesota providing for the limited use, under the terms and conditions set forth therein, of certain right-of-way of Trunk Highway 105 within the City.

The limited use of the right-of-way will be for the purpose of constructing, maintaining, and administering a non-motorized recreational trail within the right-of-way of Trunk Highway 105 for the Oakland Ave West pedestrian trail.

BE IT FURTHER RESOLVED that the Mayor and City Recorder are authorized to execute said permit on behalf of the City of Austin.

Passed by a vote of yeas and nays this 18th day of May, 2022

YEAS

NAYS

APPROVED:

Mayor

ATTEST:

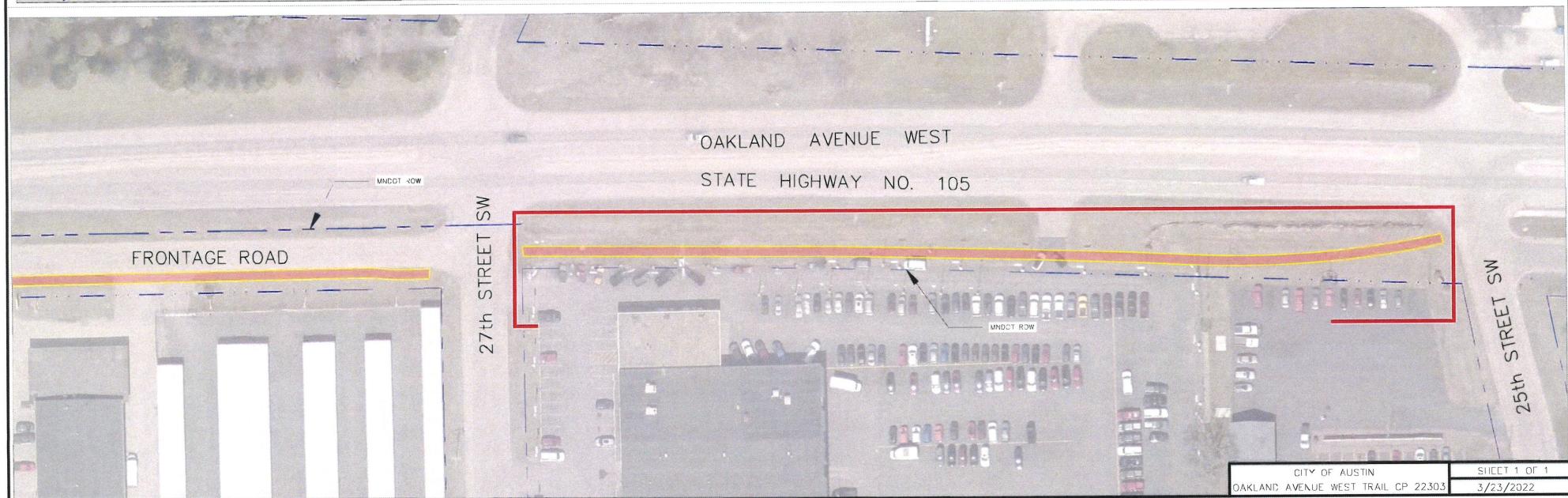
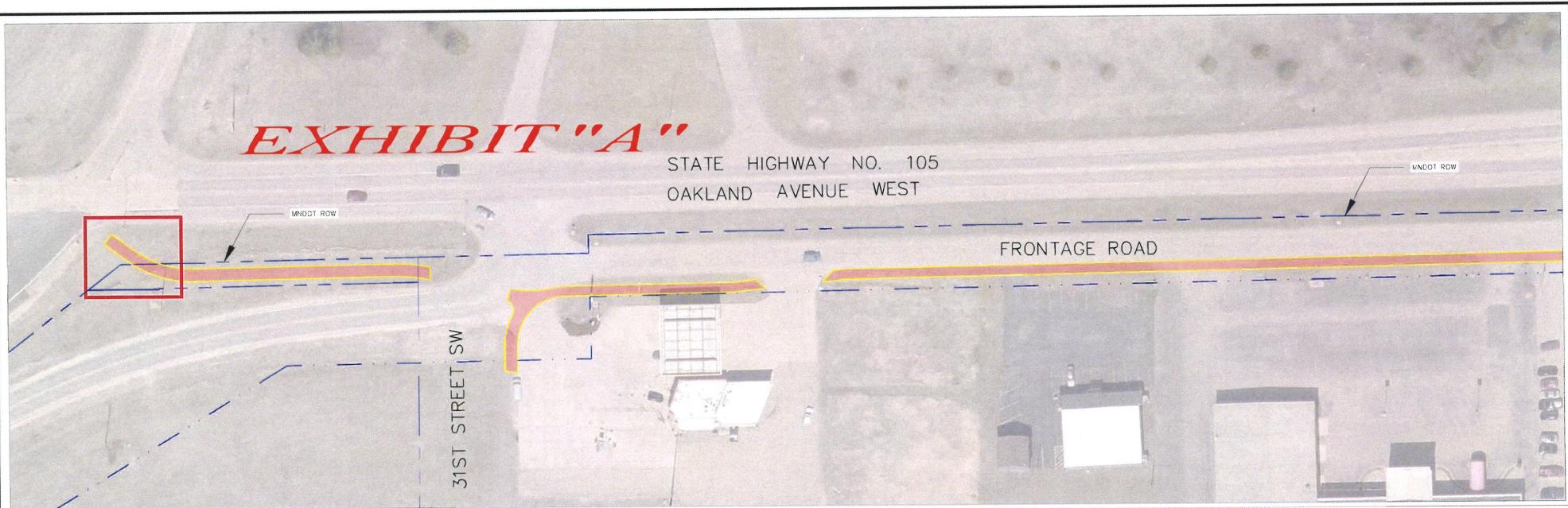
Date

City Recorder

Date

EXHIBIT "A"

STATE HIGHWAY NO. 105
OAKLAND AVENUE WEST



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: Charles and Lois Fawver
1805 14th St SW Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Hazardous Structure located at **606 1st Ave SW, Austin MN 55912**

Date: **April 12, 2022**

May I ask the City Council to review and approve this resolution classifying the property located at 606 1st Ave SW, Austin, Minnesota, as hazardous pursuant to Minnesota Statues 463.15 – 463.261. City staff has been dealing with numerous complaints regarding this property and the owner has failed to repair these structural deficiencies. (See attached)

If you should have any questions regarding this matter, please call me at my office at 507-437-9952.

Thank You!

City of Austin
Building Department



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

March 11th, 2022

Charles and Lois Fawver
1805 14th St SW
Austin, MN 55912

RE: Housing Violations at 606 1st Ave SW, Austin, MN 55912

Dear Charles:

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 March 10th, 2022 at this site, and the following issues need to be resolved:

1. Repair/ Replace roof decking on house

The violation of International Property Maintenance Code Sections 304 were found. These Property Maintenance Code Sections read as follows:

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

Please contact the Austin Planning & Zoning Department at 437-9950 to discuss the above mentioned Property Maintenance Code violations within the next **30 days**, or the City of Austin will take further action in efforts to resolve these violations. 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 is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Johnson".

Brent Johnson
Zoning Inspector



**April 12, 2022
9:59 AM**



TIME STAMP



March 10, 2022
10:41 AM

AUSTIN INSURANCE
LLC

507-396-8050

RESOLUTION NO. _____

**RESOLUTION ORDERING SECURING AND RAZING OF A HAZARDOUS BUILDING
LOCATED AT 606 1ST AVE SW AUSTIN, MINNESOTA
OWNED BY CHARLES AND LOIS FAWVER.**

WHEREAS, Pursuant to Minnesota Statutes, Section 463.15 to 463.61, the City Council of Austin, Minnesota, finds the building located at 606 1st Ave SW to be a hazardous building for the following reasons:

1. Repair/ Replace roof decking

WHEREAS, The conditions listed above are more fully documented in the inspection report prepared by Brent Johnson on March 11th, 2022 and a copy (or copies) of which is (are) attached to the resolution as Exhibit A.

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

1. Pursuant to the foregoing findings and in accordance with Minnesota Statutes, Sections 463.15 and 463.261, the City Council hereby orders the record owner(s) of the above hazardous buildings to make such buildings safe to the public health, welfare, and safety by taking the following actions:

1. Repair/ Replace roof decking

2. The repairs listed above must be made within 30 days after the order is served upon the record owner and in compliance with applicable codes, regulations and permits.
3. The City Council further orders that unless such corrective action is taken, the building(s) is/are ordered to be razed, the foundation(s) filled and the property left free of debris in compliance with all applicable codes, regulations and permits. The structures must be removed within 20 days after the initial 30 day repair period has expired.
4. If corrective action is not taken and an answer is not served within 20 days as specified in Minn. Stat. Section 453.18, a motion for summary enforcement of this order will be made to the District Court of Mower County.
5. In accordance with Minn. Stat. Section 463.24, the owner or occupant must remove all personal property and/or fixtures that will reasonably interfere with the work within 14 days. If the property and/or fixtures are not removed and the city enforces this order, the city may sell personal property, fixtures, and/or salvage materials at a public auction after three days posted notice.
6. The City Council further orders that if the city is compelled to take any corrective action herein, all necessary costs expended by the city will be assessed against the real estate concerned and collected in accordance with Minnesota Statutes, Section 463.22, 463.161 and 463.21.
7. The Mayor, City Recorder, City Attorney and other officers and employees of the City are authorized and directed to take such action, prepare, sign and serve such papers as are necessary

to comply with this order and to assess the costs thereof against the real estate described above for collection along with taxes.

8. The city attorney is authorized to proceed with the enforcement of this order as provided in Minn. Stat. Sections 463.15 and 463.261.

Passed by a vote of Yeas and Nays this _____ day of _____, 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: Charles Beddow Jr
204 12th St SE Austin, MN 55912
208 1st St SE Apt 7 Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Hazardous Structure located at **204 12th St SE, Austin MN 55912**

Date: **April 12, 2022**

May I ask the City Council to review and approve this resolution classifying the property located at 204 12th St SE, Austin, Minnesota, as hazardous pursuant to Minnesota Statues 463.15 – 463.261. City staff has been dealing with numerous complaints regarding this property and the owner has failed to repair these structural deficiencies. (See attached)

If you should have any questions regarding this matter, please call me at my office at 507-437-9952.

Thank You!



June 9th, 2021

Charles Beddow Jr
204 12th St SE
Austin, MN 55912

RE: Housing Violations at 204 12th St SE, Austin, MN 55912

Dear Charles:

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 June 9th, 2021 at this site, and the following issues need to be resolved:

- 1. Protective treatment on garage**
- 2. Replace any rotted or missing material on garage**

The violation of International Property Maintenance Code Sections 304 were found. These Property Maintenance Code Sections read as follows:

304.2 Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, loose or rotting material; and maintained weatherproof and properly surfaced coated where required to prevent deterioration. Without limiting the generality of this section, a protective surface of a building shall be deemed to be out of repair if: a) The protective surface is paint (25%) of the area of any plane or wall or other area including window trim, cornice members, porch railing and other such areas; b) More than (25%) of the finish coat of a stucco wall is worn through or chipped away.

Please contact the Austin Planning & Zoning Department at 437-9950 to discuss the above mentioned Property Maintenance Code violations within the next **30 days**, or the

City of Austin will take further action in efforts to resolve these violations. 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 is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Johnson".

Brent Johnson
Zoning Inspector



March 9th, 2022

Charles Beddow Jr
204 12th St SE
Austin, MN 55912

RE: Housing Violations at 204 12th St SE, Austin, MN 55912

Dear Charles:

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 March 8th, 2022 at this site, and the following issues need to be resolved:

1. **Repair/ Replace roof decking on house**
2. **Repair/Replace foundation walls on house**
3. **Repair/ Replace exterior walls to support all nominal loads**
4. **Repair/Replace deteriorated flooring in covered porch on house**
5. **Interior inspection***

**(March 4th, 2022, we made contact with you at your apartment at 208 1st St SE to arrange an inspection for afternoon March 7th, 2022 which we called and the phone number was disconnected. Made contact again at your apartment March 8th, 2022 and you agreed on inspection at noon. Waited till 12:26pm at 204 property before leaving.)*

The violation of International Property Maintenance Code Sections 304 and 306 were found. These Property Maintenance Code Sections read as follows:

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects

6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including *guards* and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exception:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

304.5 Foundation walls. Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, loose or rotting material; and maintained weatherproof and properly surfaced coated where required to prevent deterioration. Without limiting the generality of this section, a protective surface of a building shall be deemed to be out of repair if: a) The protective surface is paint (25%) of the area of any plane or wall or other area including window trim, cornice members, porch railing and other such areas; b) More than (25%) of the finish coat of a stucco wall is worn through or chipped away.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drain- age shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water

shall not be discharged in a manner that creates a public nuisance.

306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *Minnesota State Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
 - 1.1. Collapse of footing or foundation system;
 - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
 - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
 - 1.4. Inadequate soil as determined by a geotechnical investigation;
 - 1.5. Where the allowable bearing capacity of the soil is in doubt; or
 - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
 - 2.1. *Deterioration*;
 - 2.2. *Ultimate deformation*;
 - 2.3. Fractures;
 - 2.4. Fissures;
 - 2.5. Spalling;
 - 2.6. Exposed reinforcement; or
 - 2.7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
 - 3.1. *Deterioration*;
 - 3.2. Corrosion;
 - 3.3. Elastic deformation;
 - 3.4. *Ultimate deformation*;
 - 3.5. Stress or strain cracks;
 - 3.6. Joint fatigue; or
 - 3.7. *Detached*, dislodged or failing connections.
4. Masonry that has been subjected to any of the following conditions:

- 4.1. *Deterioration*;
- 4.2. *Ultimate deformation*;
- 4.3. Fractures in masonry or mortar joints;
- 4.4. Fissures in masonry or mortar joints;
- 4.5. Spalling;
- 4.6. Exposed reinforcement; or
- 4.7. *Detached, dislodged or failing connections*.

- 5. Steel that has been subjected to any of the following conditions:
 - 5.1. *Deterioration*;
 - 5.2. Elastic deformation;
 - 5.3. *Ultimate deformation*;
 - 5.4. Metal fatigue; or
 - 5.5. *Detached, dislodged or failing connections*

6. Wood that has been subjected to any of the following conditions:

- 6.1. *Ultimate deformation;*
- 6.2. *Deterioration;*
- 6.3. Damage from insects, rodents and other vermin;
- 6.4. Fire damage beyond charring;
- 6.5. Significant splits and checks;
- 6.6. Horizontal shear cracks;
- 6.7. Vertical shear cracks;
- 6.8. Inadequate support;
- 6.9. *Detached, dislodged or failing connections; OR*
- 6.10. Excessive cutting and notching.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

Please contact the Austin Planning & Zoning Department at 437-9950 to discuss the above mentioned Property Maintenance Code violations within the next **30 days**, or the City of Austin will take further action in efforts to resolve these violations. 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 is greatly appreciated.

Sincerely,



Brent Johnson
Zoning Inspector



**April 12, 2022
10:05 AM**



TIME STAMP



**April 12, 2022
10:04 AM**



**April 12, 2022
10:03 AM**



**April 12, 2022
10:04 AM**

RESOLUTION NO. _____

**RESOLUTION ORDERING SECURING AND RAZING OF A HAZARDOUS BUILDING
LOCATED AT 204 12th St SE AUSTIN, MINNESOTA
OWNED BY CHARLES BEDDOW JR.**

WHEREAS, Pursuant to Minnesota Statutes, Section 463.15 to 463.61, the City Council of Austin, Minnesota, finds the building located at 204 12TH St SE to be a hazardous building for the following reasons:

- 1. Repair/ Replace roof decking on house**
- 2. Repair/Replace foundation walls on house**
- 3. Repair/Replace exterior walls to support all nominal loads**
- 4. Repair/Replace deteriorated flooring in covered porch on house**
- 5. Protective treatment on garage**
- 6. Replace any rotted or missing material on garage**
- 7. New-Repair/Replace broken window south side of house**

WHEREAS, The conditions listed above are more fully documented in the inspection report prepared by Brent Johnson on June 9th, 2021 and March 9th, 2022 and a copy (or copies) of which is (are) attached to the resolution as Exhibit A.

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

1. Pursuant to the foregoing findings and in accordance with Minnesota Statutes, Sections 463.15 and 463.261, the City Council hereby orders the record owner(s) of the above hazardous buildings to make such buildings safe to the public health, welfare, and safety by taking the following actions:
 - 1. Repair/ Replace roof decking on house**
 - 2. Repair/Replace foundation walls on house**
 - 3. Repair/Replace exterior walls to support all nominal loads**
 - 4. Repair/Replace deteriorated flooring in covered porch on house**
 - 5. Interior inspection**
 - 6. Protective treatment on garage**
 - 7. Replace any rotted or missing material on garage**
 - 8. New-Repair/Replace broken window south side of house**
2. The repairs listed above must be made within 30 days after the order is served upon the record owner and in compliance with applicable codes, regulations and permits.
3. The City Council further orders that unless such corrective action is taken, the building(s) is/are ordered to be razed, the foundation(s) filled and the property left free of debris in compliance with all applicable codes, regulations and permits. The structures must be removed within 20 days after the initial 30 day repair period has expired.
4. If corrective action is not taken and an answer is not served within 20 days as specified in Minn. Stat. Section 453.18, a motion for summary enforcement of this order will be made to the District Court of Mower County.

5. In accordance with Minn. Stat. Section 463.24, the owner or occupant must remove all personal property and/or fixtures that will reasonably interfere with the work within 14 days. If the property and/or fixtures are not removed and the city enforces this order, the city may sell personal property, fixtures, and/or salvage materials at a public auction after three days posted notice.
6. The City Council further orders that if the city is compelled to take any corrective action herein, all necessary costs expended by the city will be assessed against the real estate concerned and collected in accordance with Minnesota Statutes, Section 463.22, 463.161 and 463.21.
7. The Mayor, City Recorder, City Attorney and other officers and employees of the City are authorized and directed to take such action, prepare, sign and serve such papers as are necessary to comply with this order and to assess the costs thereof against the real estate described above for collection along with taxes.
8. The city attorney is authorized to proceed with the enforcement of this order as provided in Minn. Stat. Sections 463.15 and 463.261.

Passed by a vote of Yeas and Nays this _____ day of _____, 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: Mary Clayton
1208 5th St NW, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 1208 5th St NW, Clayton Property

Date: April 14, 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 1208 5th St NW. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

**City of Austin
Zoning Department**



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

April 14, 2022

Mary Clayton
1208 5th St NW
Austin, MN 55912

RE: Zoning Violations at 1208 5th St NW, Austin, MN

Dear Mary:

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 April 12, 2022 at this site and the following issues need to be resolved:

1. Remove all junk from property

This is a repeat offense and the matter has been referred to the Austin City Council for corrective action.
You are being fined under the following City Code:

1.98 CIVIL PENALTIES.

Subd. 1. Purpose.

- A. The City Council seeks to offer an alternative method of enforcement for city code violations rather than relying on the criminal court system. The formal criminal prosecution process does not provide an environment to adequately address the unique and sensitive issues that are involved in city code violations, including, but not limited to, neighborhood concerns, livability issues, economic impact, physical limitations of the offenders and the stigma and unintended consequences of being charged with or convicted of a misdemeanor offense. In addition, the court system is a slow, overburdened and methodical process that is not conducive to dealing with the violations in a prompt and timely manner. Finally, the penalties afforded the criminal court system are restricted to fines or physical confinement, which are not always effective solutions to address city code violations.

Subd. 4. Compliance letter.

- C. Exceptions to issuance of a compliance letter. For violations of any of the following sections, the city shall not be required to issue a compliance letter and may proceed directly to issuance of an administrative citation as provided in division (E) below.
 - 1. Repeat offender. If the same offender commits a subsequent violation within 24 months after a compliance letter has been issued for a same or similar offense.

Subd. 5. Administrative citation

- A. Generally.
 - 1. Upon the failure to correct the violation specified in the compliance letter within the time frame established in the compliance letter or any extension thereof granted by the city, or for any offense for which a compliance letter is not required, an administrative citation may be issued.

If you have any questions, please call me at my office at (507)437-9951.

Sincerely,

Brent Johnson
Zoning Inspector



April 12, 2022
9:47 AM

1208 5th Street



1208

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: Elena Rodriguez
1809 4th Ave NE, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 1809 4th Ave NE, Rodriguez Property

Date: April 14, 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 1809 4th Ave NE. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

City of Austin
Zoning Department



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

April 14, 2022

Elena Rodriguez
1809 4th Ave NE
Austin, MN 55912

RE: Zoning Violations at 1809 4th Ave NE, Austin, MN

Dear Elena:

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 April 12, 2022 at this site and the following issues need to be resolved:

1. Remove all junk from property

This is a repeat offense and the matter has been referred to the Austin City Council for corrective action.
You are being fined under the following City Code:

1.98 CIVIL PENALTIES.

Subd. 1. Purpose.

- A. The City Council seeks to offer an alternative method of enforcement for city code violations rather than relying on the criminal court system. The formal criminal prosecution process does not provide an environment to adequately address the unique and sensitive issues that are involved in city code violations, including, but not limited to, neighborhood concerns, livability issues, economic impact, physical limitations of the offenders and the stigma and unintended consequences of being charged with or convicted of a misdemeanor offense. In addition, the court system is a slow, overburdened and methodical process that is not conducive to dealing with the violations in a prompt and timely manner. Finally, the penalties afforded the criminal court system are restricted to fines or physical confinement, which are not always effective solutions to address city code violations.

Subd. 4. Compliance letter.

- C. Exceptions to issuance of a compliance letter. For violations of any of the following sections, the city shall not be required to issue a compliance letter and may proceed directly to issuance of an administrative citation as provided in division (E) below.
 - 1. Repeat offender. If the same offender commits a subsequent violation within 24 months after a compliance letter has been issued for a same or similar offense.

Subd. 5. Administrative citation

- A. Generally.
 - 1. Upon the failure to correct the violation specified in the compliance letter within the time frame established in the compliance letter or any extension thereof granted by the city, or for any offense for which a compliance letter is not required, an administrative citation may be issued.

If you have any questions, please call me at my office at (507)437-9951.

Sincerely,

Brent Johnson
Zoning Inspector



April 12, 2022
9:30 AM

1809 4th Ave NE

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: Manuel & Maria Franco
904 12th Ave SE, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk and Vehicles
At 904 12th Ave SE, Franco Property

Date: April 14, 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 904 12th Ave SE. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 and 10.33 Subd.1(G), Subd.2(B-1) 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

April 14, 2022

Manuel & Maria Franco
904 12th Ave SE
Austin, MN 55912

RE: Zoning Violations at 904 12th Ave SE, Austin, MN

Dear Sir or Madam:

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 April 12, 2022 at this site and the following issues need to be resolved:

1. Remove all junk from property
2. Provide current registration for all vehicles, and must be operable. Remove from property or store in an enclosed structure

This is a repeat offense and the matter has been referred to the Austin City Council for corrective action.
You are being fined under the following City Code:

1.98 CIVIL PENALTIES.

Subd. 1. Purpose.

A. The City Council seeks to offer an alternative method of enforcement for city code violations rather than relying on the criminal court system. The formal criminal prosecution process does not provide an environment to adequately address the unique and sensitive issues that are involved in city code violations, including, but not limited to, neighborhood concerns, livability issues, economic impact, physical limitations of the offenders and the stigma and unintended consequences of being charged with or convicted of a misdemeanor offense. In addition, the court system is a slow, overburdened and methodical process that is not conducive to dealing with the violations in a prompt and timely manner. Finally, the penalties afforded the criminal court system are restricted to fines or physical confinement, which are not always effective solutions to address city code violations.

Subd. 4. Compliance letter.

C. Exceptions to issuance of a compliance letter. For violations of any of the following sections, the city shall not be required to issue a compliance letter and may proceed directly to issuance of an administrative citation as provided in division (E) below.

1. Repeat offender. If the same offender commits a subsequent violation within 24 months after a compliance letter has been issued for a same or similar offense.

Subd. 5. Administrative citation

A. Generally.

1. Upon the failure to correct the violation specified in the compliance letter within the time frame established in the compliance letter or any extension thereof granted by the city, or for any offense for which a compliance letter is not required, an administrative citation may be issued.

If you have any questions, please call me at my office at (507)437-9951.

Sincerely,

Brent Johnson
Zoning Inspector



April 12, 2022
10:10 AM

904 12th Ave SE



904