

A G E N D A
CITY COUNCIL MEETING
MONDAY, AUGUST 1, 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 July 18, 2022

3. Recognitions and Awards.

(mot) 4. *Consent Agenda

Licenses:

Lodging: Sherry King, 810 19th Street SW

Mobile Business: Original Hockey Mom Brownies, Andover

Mobile Business: Pleasant Grove Pizza Farm, Waseca

Mobile Business: The Wandering Scoop, Rochester

Temporary Food: Salvation Army on August 20, 2022

Temporary Liquor: Austin VFW Post 1216 on August 15, 2022

Claims:

a. Credit Card Report.

Events:

Approving use of East Side Lake for the 2022 English Springer Spaniel National Open Championship

PUBLIC HEARING:

5. Reviewing a five year tax abatement request from Bigelow & Lennon Construction.

(res) a. Approve or deny tax abatement.

BID OPENING AND AWARD:

6. Receiving bids for the Waste Water Treatment Plant expansion and phosphorus reduction project.

(mot) a. For preparation of ordinance to award bid.

(ord) b. For adoption and publication of the ordinance to award bid.

PETITIONS AND REQUESTS:

(res) 7. Approving an amendment to the Waste Water Treatment Plant agreement with Hormel Foods.

(res) 8. Approving sanitary sewer rate adjustments.

- (res) 9. Approving a construction services contract with SEH, Inc. for the Waste Water Treatment Plant project.
- (res) 10. Approving a material testing contract with American Engineering and Testing for the Waste Water Treatment Plant project.
- (mot) 11. Declaring the Austin ArtWorks Festival a community festival and approving festival requests.
- (mot) 12. Appointing Geoff Baker to the Housing and Redevelopment Authority Board and the Community Advisory Council Board.
- (res) 13. Accepting donations to the City of Austin.
- 14. 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. 1203 11th Avenue NW, Dennison Property.
 - (mot) b. 1106 4th Avenue NW, Leif Property.
- (res) 15. Awarding a bid for 24th Street SW drain tile improvements to Hansen Hauling & Excavating.

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator
City Council

- (mot) Adjourn to **Monday, August 15, 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
July 18, 2022
5:30 PM
Council Chambers

MEMBERS PRESENT: Mayor King. Council Members Paul Fischer, Rebecca Waller, Jason Baskin (5:45 p.m.), Michael Postma, Joyce Poshusta, Geoff Baker 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, Public Works Director Steven Lang, Planning and Zoning Administrator Holly Wallace, Park and Rec Director Dave Merrill, City Attorney Craig Byram, and City Clerk Ann Kasel

APPEARING IN PERSON: Austin Daily Herald, KAUS Radio, Diane Baker, Taggart Medgaarden, Heather Wagner

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

Director of Administrative Services Tom Dankert administered the oath of office to Geoff Baker.

Additions to the Agenda

(mot) 4. License:
Right of Way: Swan Companies, Inc., Columbia Heights

(res) 12. Granting a hard liquor on sale license to El Parral Ballroom, Inc.

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

Moved by Council Member Fischer, seconded by Council Member Waller, approving Council minutes from July 5, 2022 and July 7, 2022. Carried.

CONSENT AGENDA

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

Licenses:
Right of Way: Arvig Enterprises, Inc., 160 2nd St. SW, Perham, MN 56573
Temporary Liquor: Angry Hog Brewery at Bandshell Park on August 27, 2022

Right of Way: Swan Companies, Inc., Columbia Heights

Claims:

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

Event Applications:

Hormel Foods Finance, IT & Strategy Employee Appreciation on July 26, 2022
B&J Music in the Parking Lot on July 29, 2022 (Temporary Outside Sales Permit)

Carried.

BID OPENING AND AWARD

The City received bids for the replacement of a culvert of 27th Avenue NW. The following bids were received:

Contractor	Base Bid	Alternate 1	Alt. 2	Selected- base + Alt 2
Jensen Excavating & Trucking	\$8,600	\$36,950	\$21,772	\$30,372
Hansen Hauling & Excavating	\$6,940	\$45,850.80	\$28,602.80	\$35,542.80
Ulland Brothers, Inc.	\$14,350	\$52,640	\$33,000	\$47,350
Hesleton Const.	\$20,400	\$56,550	\$41,700	\$62,100
Hodgman Drainage	\$13,550	\$78,300	\$64,150	\$77,700

Public Works Director Steven Lang stated the work will consist of culvert replacement, ditch grading and restoration and recommended awarding the base bid plus alternate 2 to Jensen Excavating & Trucking.

Moved by Council Member Fischer, seconded by Council Member Postma, awarding the base bid and alternate 2 for 27th Avenue NW culvert replacement to Jensen Excavating & Trucking. Carried 6-0.

PETITIONS AND REQUESTS

City Administrator Craig Clark requested the Council approve a property exchange agreement with HPW, LLC. The exchange agreement would swap some City property to the east of the building with property to the north of the building. The Council reviewed the matter at a closed meeting and recommended approval of the property exchange agreement.

Moved by Council Member Poshusta, seconded by Council Member Fischer, adopting a resolution approving a property exchange agreement with HPW, LLC. Carried 6-0.

Parks and Recreation Director Dave Merrill requested the Council approve a contract with CivicPlus for website services for the Parks and Recreation Department. He stated the product would be beneficial to the department. The cost for the first year of service is \$10,631 with an annual maintenance fee of \$4,725. Funding would come from 2022 contingency funds.

Council Member Postma asked if there is a point-of-sale software in the program.

Mr. Merrill stated that it would serve that function.

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, adopting a resolution approving a proposal to use CivicPlus as the vendor for Website Design/Hosting Solutions for Park and Recreation. Carried 6-0.

Public Works Director Steven Lang requested the Council set a public hearing on September 6, 2022 at 5:30 p.m. for the review of the I-90 bridge projects.

Moved by Council Member Fischer, seconded by Council Member Poshusta, adopting a resolution setting a public hearing on September 6, 2022 for the I-90 Bridge Improvement Project Municipal Consent Review. Carried 6-0.

Moved by Council Member-at-Large Austin, seconded by Council Member Waller, adopting a resolution approving an agreement applying for funding at the Jay C. Hormel Nature Center from the Greater Minnesota Regional Parks and Trails Commission. Carried 6-0.

Planning and Zoning Administrator Holly Wallace reviewed an annexation ordinance which would annex a portion of I-90 that is located in the City of Austin.

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

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, for adoption and publication of the ordinance. Carried 7-0.

Moved by Council Member Baskin, seconded by Council Member Fischer, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 808 10th Avenue SW, Ernst Property. Carried.

Moved by Council Member Postma, seconded by Council Member Fischer, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 802 11th Avenue SW, Cifuentes/Engler Property. Carried.

Moved by Council Member-at-Large Austin, seconded by Council Member Poshusta, granting an on-sale liquor license to El Parral Ballroom, Inc. Carried 7-0.

CITIZENS ADDRESSING THE COUNCIL

Heather Wagner, 504 North Main Street, had concerns about parking in the City owned parking lot next to her business at Brick Furniture. She would like the City to stripe the parking lot with limited access near her loading dock.

REPORTS

City Administrator Craig Clark stated Senator Dornink stopped by earlier in the day to discuss the waste water treatment plant issue.

Council Member Poshusta stated she had a lot of people contact her about pickleball.

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, adjourning the meeting to August 1, 2022. Carried.

Adjourned: 5:53 p.m.

Approved: August 1, 2022

Mayor: _____

City Recorder: _____

From: Dave Merrill
Sent: Wednesday, July 27, 2022 9:46 AM
To: Ann Kasel
Subject: RE: Dock dog event

Ann,

I'm not sure how concise you need this to be. Here is a fairly detailed description:

The event will be using East Side Lake for the 2022 English Springer Spaniel National Open Championship (NOC), as in 2017. The NOC is an AKC licensed field trial. It is the once a year premier event for English Springer Spaniels from the US and Canada; open to professional & amateur handlers. The winner achieves the coveted title of National Open Champion. This year's trial will be held around the Austin area, as it was in 2017, from November 17 - 21st but most folks will be in Austin much longer than just those dates.

The trial is run on game farm pheasants and in order to be crowned National Champion, the winner must complete five land series and two water series. It usually takes one day each to run the 1st and 2nd and 3rd land series, a fourth day to run the 4th land series, and a fifth day to run the 5th land series and the two water series. We can be at the mercy of the weather, including ice, but normally the trial is completed in five days. The land series consist of running in braces with each spaniel under one of two judges, alternating judges each series until the fifth series. For the fifth series, individual spaniels are run under both judges simultaneously. The number of competitors is reduced series by series, as the judges uncover faults, mistakes or judge some to be not as competitive. At the end of the fifth series, the dogs remaining in contention must complete two water series. Typically, 20-25 spaniels are called to compete in the water series. It is a pretty straight forward test. A device called a Winger (a slingshot type of device) is used to launch dead pheasants up in the air and out over the water approximately 30-35 yards. A blank shot is fired to simulate shooting the pheasant that were just launched. Upon hitting the water the spaniels are sent out for the retrieve. They must complete the retrieve out of the water and deliver the bird to their handler. This test is followed by a second water retrieve, identical to the first one. The water series are generally run around mid-day and are completed in a couple of hours.



HOUSING TAX ABATEMENT APPLICATION

(Application Period 8-1-16 through 12-31-2019)

Property Owner / Applicant:

Bigelow & Lennon Construction

Current Address:

211 1st St SW Byron, MN 55920

Telephone:

507-775-7068

E-Mail:

jill@bigelowlennon.com

Has applicant ever defaulted on property taxes?

 Yes

No If Yes, provide details on separate page(s).

Are property taxes current? Yes NoProposed Project: New Construction Replacement of housing unitProject Type: Single Family Duplex Multi-family

Project Address:

803 24th Avenue NW Austin, MN 55912

Project Legal Description:

Lot 8, Block 1 North Pointe SubdivisionParcel Number: 34.509.0080 Estimated Project Valuation: \$ 320,000.00

Applicant Statement:

(Please provide a statement as to why you are requesting an abatement of property taxes.)

To continue to provide affordable, quality new homes for residents of Mower Co.Attach building plans, site map, parcel information and parcel number. (Include letter of consent from property owner if subject to purchase agreement.)

I / We as applicant(s) for the Housing Tax Abatement certify that no construction has begun or will begin prior to the taxing authority's decision on my/our application. For the purposes of this provision, construction shall include the installation of footings, slab, foundation, posts, walls or other portions of a building. Site preparation, land clearing or the installation of utilities shall not constitute construction.

Construction Certification

Signature

Date

I / We as applicant(s) for the Housing Tax Abatement submit this application having read the policy and understand the provisions as outlined including, but not limited to, the potential of a partial abatement in year one, construction must commence within one year of the approval, assessors cannot be refused access to the property for assessment purposes and the abatement is awarded following full payment of real estate taxes due annually.



Date

FOR OFFICE USE ONLY:

Mower County

 City or Township of _____

School District of _____

ELIGIBLE / APPLICABLE APPROVALS

Date: _____

Date: _____

Date: _____

Disclaimer: Each taxing entity makes its own decision on approval or denial of application for tax abatement. Applications must comply with all requirements of the policy/program as outlined in the policy/program guidelines and build within allotted timeframe or tax abatement offer will be automatically terminated. Building cannot start until such time as all taxing entities have approved and written authorization is provided.

Please submit completed applications to:

Mower County Administration

201 1st Street NE, Suite 9, Austin MN 55912

507-437-9549

Office Hours: M-F 8 a.m. – 4:30 p.m.

PROGRESSIVE PLAN
DESIGN LLP

RESIDENTIAL ARCHITECTURE
714 County Rd 10 Byron MN 55920
(651) 779-3877 www.progressiveplan.com

Date

Customer/Contractor Signature

Accepted by

Big/Lenn Const.

North Pointe 8-1

Owner:

Contractor:

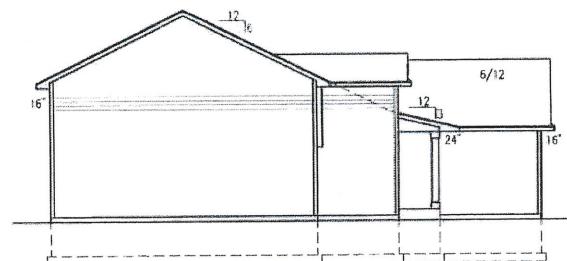
R.H.

6/24/22

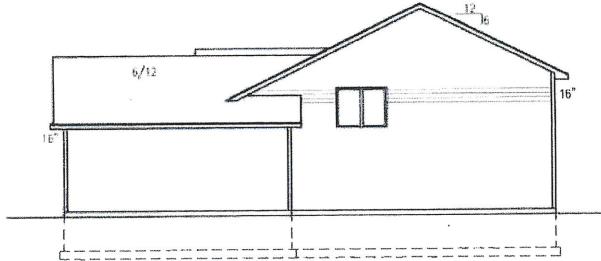
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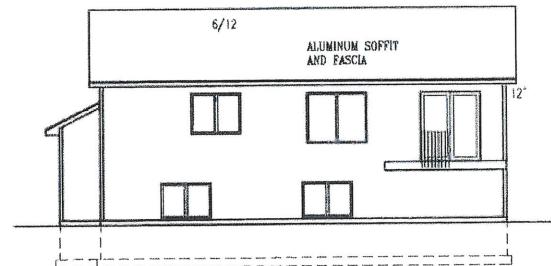
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LEFT ELEVATION
SCALE=1/8"



RIGHT ELEVATION
SCALE=1/8"



REAR ELEVATION
SCALE=1/8"



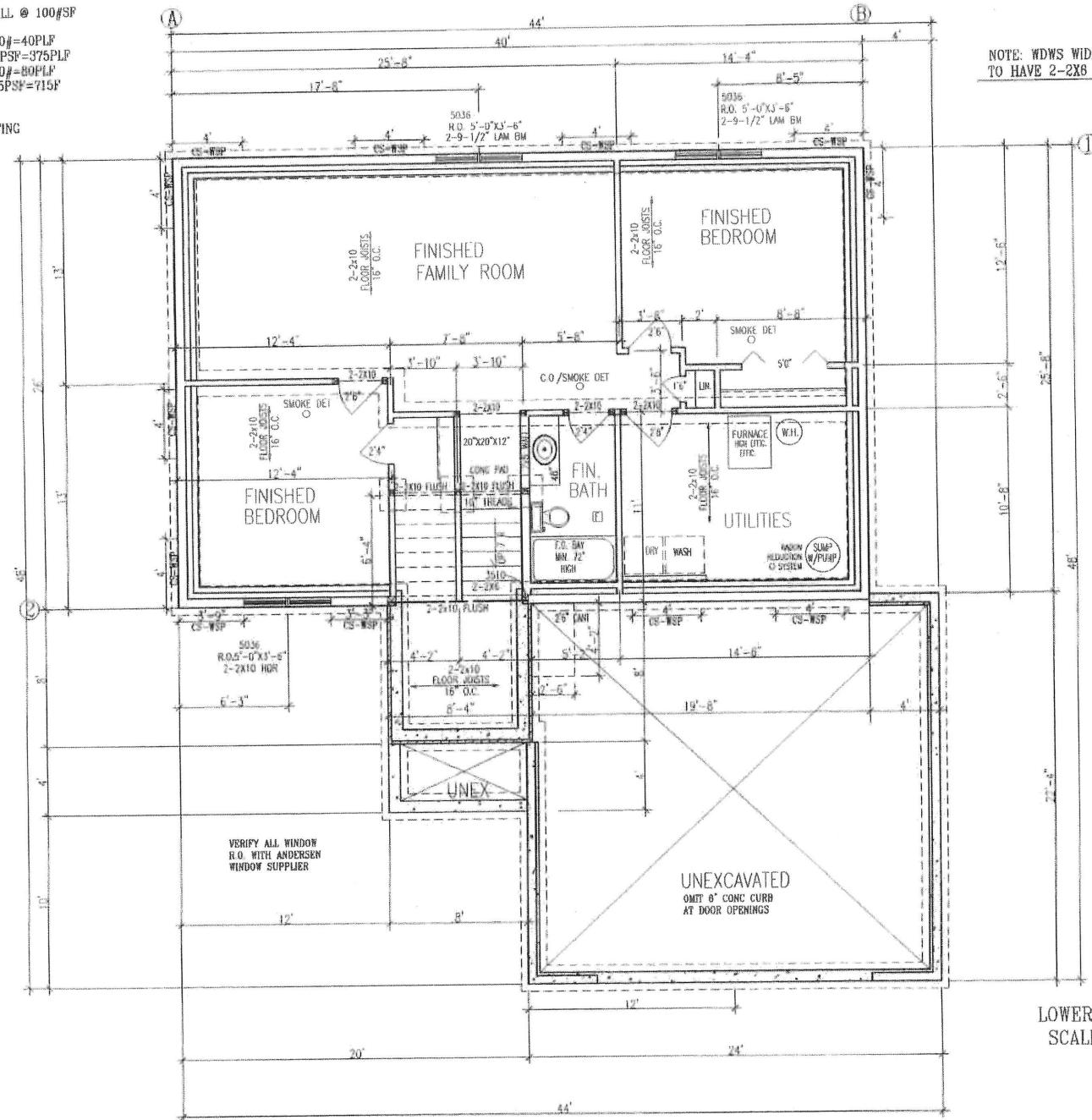
FRONT ELEVATION
SCALE: 1/4"=1'0"

803 24th St NW
Austin, MN

Bigelow and Lennon Construction, LLC
211 1st St. SW
Byron, MN 55920

original

HOUSE FOOTINGS
 FOUNDATION WALL 4' TALL @ 100#/SF
 4'X 100'SF = 400PLF
 WOOD WALL 4' TALL 4X10# = 40PLF
 FLOOR SPAN 15' 7.5"X50PSF = 375PLF
 WOOD WALL 8' TALL 8X10# = 80PLF
 ROOF SPAN 28'-0" 13X55SF = 715F
 TOTAL = PLF
 1610/1500 = 1.07'
 18'X8' CONT CONC FOOTING



LOWER FLOOR PLAN
SCALE 1/4"=1'-0"

BIG/LENN CONST.
CONTRACTOR: OWNER:

R.H.
1107
2213255
NOTED

PROGRESSIVE PLAN DESIGN LLP

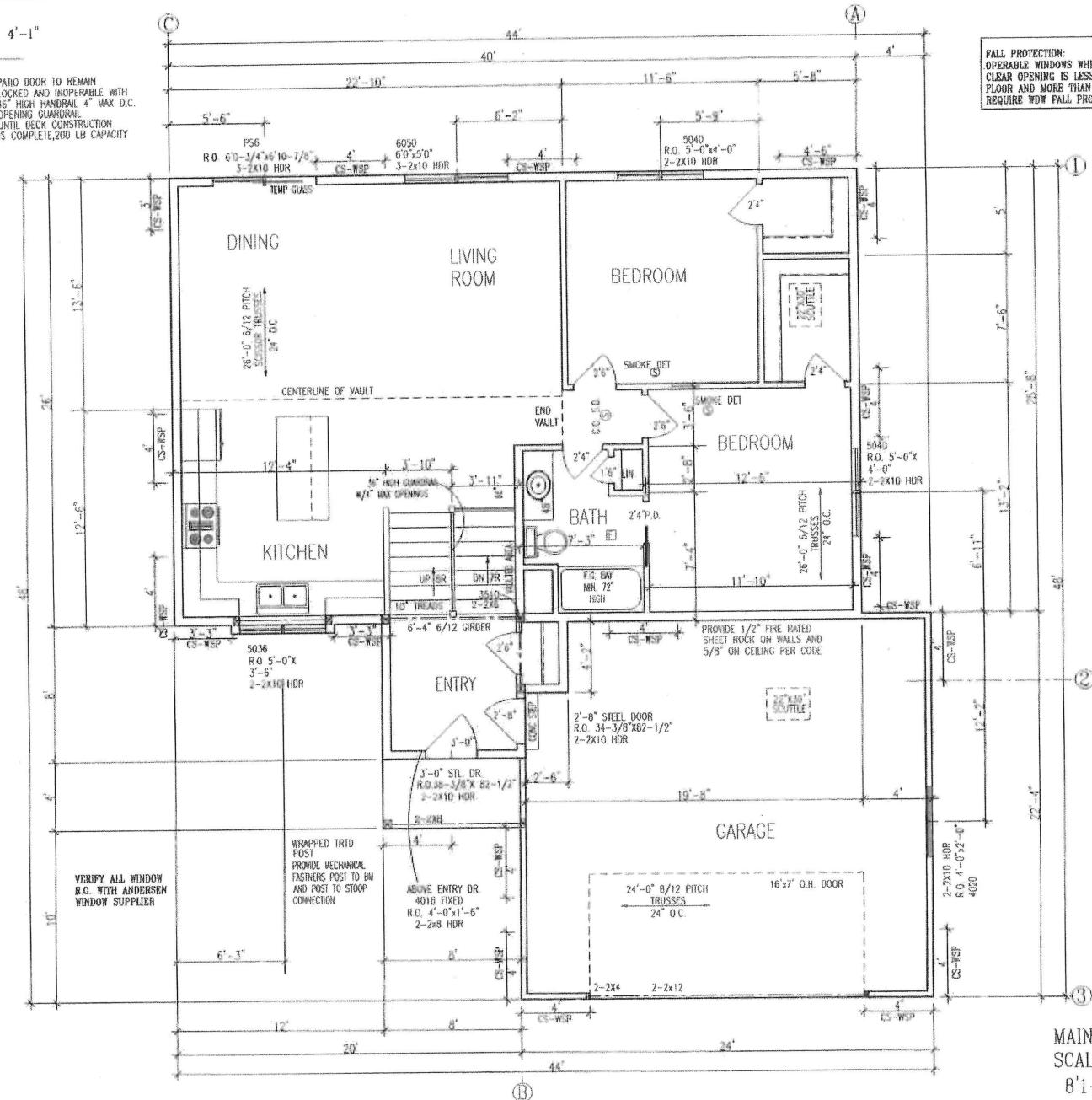
DESIGN LLP
RESIDENTIAL ARCHITECTURE
714 County Rd 3 NW
Duluth, MN 55802
218-777-6077
phillip.wright.duluth@gmail.com

J. POLYMER SCI.: PART A

NORTH POINTE 8-1

NOTE: WDWS WIDER THAN 4'-1" TO HAVE 2-2X6 CRIPPLE

PATIO DOOR TO REMAIN
LOCKED AND INOPERABLE WITH
36" HIGH HANDRAIL 4" MAX O.C.
OPENING GUARDRAIL
UNTIL DECK CONSTRUCTION
IS COMPLETE, 200 LB CAPACITY



FALL PROTECTION:
OPERABLE WINDOWS WHERE THE BOTTOM OF THE
CLEAR OPENING IS LESS THAN 24" FROM FINISHED
FLOOR AND MORE THAN 72" ABOVE GRADE
REQUIRE WDW FALL PROTECTION

PROGRESSIVE PLAN
DESIGN LLP

DESIGN LLP
RESIDENTIAL ARCHITECTURE
714 Locality, 101-3, 308 Byram St., Boston
MA 02199

RESIDENTIAL ARCHITECTURE
914 Locality, Rd 3 New Haven, MN 55456
(763-772-8877) program@residentialarchitect@gmail.com

272

NORTH POINTE 8-

OWNER:

www.elsevier.com/locate/jalgebra

www.ijerph.com

17

NOTED

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MAIN FLOOR PLAN
SCALE 1/4"=1'-0"
8'1-1/8" PLATE

SEARCHED	INDEXED
SERIALIZED	FILED
DEC 11 1967	
1117	
2213255	
NOTED	
FBI - BOSTON	

**PROGRESSIVE PLAN
DESIGN LLP**

RESIDENTIAL ARCHITECTURE
714 County Rd 3 NW Byron, MN 56320
(612) 772-4677 progressivedesignllp@gmail.com

Customer/Contractor's Signature _____

Owner's Signature _____

BIG/LENN CONST.
NORTH POINTE 8-1

ROOF SYSTEM:

- TRUSSES 24" O.C. SPACED BY 16"
- 1/2" OSB ROOF SHEATHING PLL 32/16
- 2 LAYERS 15# FELTED PAPER SHEATHING AND SOLID 1/2" PLYWOOD FIRM FAVES TO A POINT 24" IN THE EXTERIOR WALL
- 1 LAYER ON THE ROOF
- 25 YEAR 3 TAB ASPHALT SHINGLES
- PROVIDE STEEL SUPPLEMENTAL UPLIFT
- BRONZE CLIPS AS TYPICAL
- BRONZE CLIPS AS REQUIRED FOR ROOF SHEATHING
- NEW ROOF COVERS SHALL NOT BE INSTALLED WITHOUT FIRST REMOVING EXISTING ROOF COVERINGS WHEN THE EXISTING ROOF HAS TWO OR MORE APPLICATIONS OF ANY TYPE OF ROOF COVERING

EAVES SYSTEM:

- 2X4 SURFACES
- ALUMINUM FASCA
- 2X4 LOGCUTS 24" O.C.
- ALUMINUM SOFFIT & GUT VENT
- AIR CAVES 48" O.C.

GUARDRAIL:

- GUARDRAILS FOR PORCHES, BALCONIES, OR RAISED FLOOR SURFACES LOCATED MORE THAN 36" IN HEIGHT, OPEN SPACES OF SPANS MORE THAN A TOTAL HEIGHT OF MORE THAN 30" ABOVE THE FLOOR OR GROUND LEVEL, AND SPANS NOT LESS THAN 48" IN HEIGHT MEASURED VERTICALLY FROM THE MOUTH OF THE THREADS
- GUARD OPENING LIMITATIONS
 - REQUIRED GUARDS ON OPEN SIDES OF STAIRWAYS, RAISED FLOOR AREAS, BALCONIES, AND SPACES SHALL HAVE A MAXIMUM OPENING SIZE OF 4" BY 7" THAT DO NOT ALLOW PASSAGE OF A SPHERE 4" BY 4" BY 1" IN DIAMETER
 - EXCEPTION: THE TRIANGULAR OPENINGS FORMED BY THE RISER, TREAD AND BUTTON RAIL OF A GUARD AT THE OPEN SIDE OF A STAIRWAY ARE PERMITTED TO BE OF SUCH A SIZE THAT A SPHERE 6" DIAMETER CANNOT PASS THROUGH

GENERAL NOTES:

- 90 MPH WIND LOAD
- 60# 400 LB-10# BL 50# BL
- ROOF 350 LB-10# BL 52# BL
- IBC 4502.1.3 TRUSS MEMBERS AND COUNTPORCHES SHALL NOT BE CUT, NOTCHED, SPLICED OR OTHERWISE ALTERED IN ANY WAY WITHOUT APPROVAL FROM THE APPROVED DESIGN PROFESSIONAL
- FOUNDATION: MIN 3000 P.S.I. AT EXTERIOR CONC
- FOOTINGS: MIN 5000 P.S.I.
- PLATE CONCRETE- 2000 P.S.I.
- REBAR: MIN 16# O.C. 12# O.C.
- FLOORING: MIN 16# O.C. ON ORIGINAL 50#
- WOOD FRAMING: 24" STO #2 GRADE OR BETTER
- BRICK AT CENTERLINE OF SPANS
- PROMOTE SOLID BLOCKING AT FLOOR JOISTS
- BRICK BLOCKING AT EXTERIOR WALLS AND CANTILEVERED FLOOR JOISTS AS REQUIRED
- PROMOTE RIGID AIR BARRIER AT PLUMBING AND MECHANICAL HUTCH DUCT PENETRATIONS OF EXTERIOR WALLS, CEILINGS AND FLOORS
- 150# PLUMBING ACCESS PANELS
- PREVENE A M.R. AIR BARRIER AT THE INSIDE SURFACE OF EXTERIOR ENVELOPE BEHIND TUB AND SHOWER UNITS. (1/2" AIN PLYWOOD)
- DURB 5/20# W.R. GYP TO 72" WHEN A. WHERE
- SHEATHING JOISTS WHICH ARE NOT SUPPORTED BY FRAMING MEMBERS MUST BE CAULKED
- ALL PENETRATIONS INSTALLED THROUGH THE INTERIOR AIR BARRIER MUST BE SEALED PRIOR TO THE FRAMING OF THE CONSTRUCTION
- ASD 1/2" TO ALL WINDOW PUNCH OPENINGS FOR INSUL
- MINIMUM HEIGHT CEILING HGT. 7'0" MM
- WINDOWS AND DOORS ARE TO BE SEALED TO PREVENT THE ENTRY OF OUTSIDE AIR SEE NEGS INSTALLATION

FOUND. DRAINAGE:

- EXCEPTION: WHERE 100 LINFT. WALLS, SLEEPS, OR OTHER PHYSICAL BARRIERS PROHIBIT 6" OF FALL WITHIN 10 FT. DRAINS OR SWELLS SHALL BE PROMISED TO ENSURE DRAWDOWN AWAY FROM THE STRUCTURE

FIREBLOCKING AND DRAFTSTOPPS:

- PROMOTE IN CONCEALED SPACES OF STAIR WALLS AND PARTITIONS INCLUDING TURBED SPACES AT CEILINGS AND FLOOR LEVELS AT 10' INTERVALS BOTH VERTICAL AND HORIZONTAL

HADDO VENT:

- NARROW 16X16 FOUNDATION WALLS SHALL BE CONSTRUCTED WITH EITHER A CONC. CRS OF 2X10 MASONRY, OR 1 CRS MASONRY GROUTED SOLID OR SOLID CONC. BLK AT 10' ABOVE THE GROUND LEVEL. THE 1 CRS MASONRY GROUTED SOLID CONC. BLK IS LOCATED IN THE 10' WIDE DRY SPACES WHERE BRICK LEDGE IS INSTALLED. THE CRS IMMEDIATELY BELOW WHERE BRICK LEDGE IS SEALED, JOINTS CRACKS, OR OTHER OPENINGS AROUND PENETRATIONS ARE DOUBLE BORED. THE 1 CRS MASONRY GROUTED SOLID CONC. BLK IS LOCATED IN THE 10' WIDE DRY SPACES OF 10' WIDE FOUNDATION WALLS BELOW GRADE SURFACE SHALL BE FILLED WITH POLYURETHANE BELOW GRADE MIN 3" ADJ. P.M. EQUIVALENT CASTGROUT PADS SHALL BE INSTALLED IN THE 10' WIDE DRY SPACES WHERE BRICK LEDGE IS LOCATED THROUGH A SEALED SURF COVER, WHERE THE SURF THE SURF IS EXPOSED TO THE SUB-SLAB SAND. RADON VENTS SHALL CONNECT TO SURFACE PIPE THAT TURNS 90 DEGREES AND IS TIED TO THE SURFACE PIPE. RADON PIPES SHALL PROVIDE ENOUGH SPACE AROUND PIPE FOR RELOCATED FAN. MIN 24" DEPTH ON ARIAS OF VENT STACK. A NEW VENT DEPTH OF 12" SHALL BE PROVIDED. RADON VENTS SHALL BE IDENTIFIED WITH ONE LABEL ON EACH FLOOR. LABL SHALL READ/RADON/REDUCTION SYSTEM

TEMPERED GLASS:

- GLAZING, IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE IS WITHIN A 24" AREA OF THE DOOR AND 12" LESS THAN THE HORIZONTAL DISTANCE FROM THE SURFACE GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL, OTHER THAN THOSE LOCATIONS DESCRIBED IN ITEM 5 AND 6 ABOVE, THAT MEETS ALL OF THE FOLLOWING CONDITIONS
- 1. THE 24" AREA IS AN HORIZONTAL PANE GREATER THAN 9' 50" FT
- 2. BOTTOM EDGE LESS THAN 18" ABOVE THE FLOOR
- 3. TOP EDGE GREATER THAN 18" ABOVE THE FLOOR
- 4. GLAZING IS LOCATED ON SURFACES WITHIN 36" HORIZONTALLY OF THE GLAZING

ENG. PRODUCTS:

- DURAS 24" SPACERS AND COMPONENTS SHALL NOT BE CUT, NOTCHED, SPLICED OR OTHERWISE ALTERED IN ANY WAY WITHOUT THE APPROVAL OF A REGISTERED REGISTERED DESIGN PROFESSIONAL

HANDRAILS:

- MATERIALS: TYPE 1 OR TYPE 2 HANDRAIL
- MATERIALS FACING MINIMUM AND MAXIMUM HEIGHTS OF 36" AND 54" RESPECTIVELY.
- MATERIALS FACING VERTICALLY SHALL BE PROVIDED ON AT LEAST ONE SIDE OF STAIRWAYS.
- ALL REQUIRED HANDRAILS SHALL BE CENTERED ON THE STAIRWAY, OR ON THE STAIRS WITH FLOOR OR MORE ABOVE FROM A POINT DIRECTLY ABOVE THE LOWEST RISER OF THE FLIGHT.
- ENDS SHALL BE RETAINED OR TERMINATE IN A HOLLOW SPACER, OR A TEE, OR A BRICK.
- MATERIALS ADJACENT TO A WALL SHALL HAVE A SPACE OF NOT LESS THAN 1.5" BETWEEN THE WALL AND THE MATERIAL.
- EXCEPTIONS:
- HANDRAILS SHALL BE PERMITTED TO BE INTERRUPTED BY A NEUTRAL POST AT A TON THE USE OF A MOLITE, TURNOUT OR STAIRCASE EASING SHALL BE ALLOWED OVER THE LOWEST TREAD.

EXTERIOR WALL:

- SONG NOTED ON ELEVATIONS
- TYPE OR TYPAR HOUSE WRAP
- 10 MIL. MIN. TYPAR
- 1/2" OSB 16# O.C.
- 2X6 STUDS 16" O.C.
- 5-1/2" T.F. INSULATION R-20
- 4 MIL. POLY PERM VAPOR BARRIER TAPE @ JOINTS
- 1/2" SHEATHING
- 3/4" SHEATHING ON ALL OPENINGS
- UNLESS OTHERWISE NOTED

FOAM PLASTIC:

- SIL PLATES & HEADERS FOAM PLASTIC SHALL BE PERMITTED TO BE SPRAY APPLIED (WITHOUT THERMAL BARRIER) TO A SIL PLATE AND HEADER (RH) SUBJECT TO ALL OF THE FOLLOWING
- THE MAXIMUM THICKNESS OF THE FOAM PLASTIC SHALL BE 1-1/4"
- THE MAXIMUM THICKNESS OF THE FOAM PLASTIC SHALL BE 1-1/4"
- FLAME SPREAD INDEX OF 25 OR LESS AND A SMOKE DEVELOPED INDEX OF 450 OR LESS WHEN TESTED IN ACCORDANCE WITH ASTM E84
- IF FOUNDATION WALL INSULATION IS ON THE EXTERIOR, THE POSITION FROM THE TOP OF THE FOUNDATION WALL TO SIX INCHES BELOW GRADE MUST BE COVERED BY AN APPROVED PROTECTIVE COATING

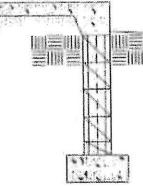
EMERGENCY ESCAPE WINDOWS AND WINDOW WELL SPEC'S

- 5-50 FT. MAX. 20' WIDE MAX 24" HIGH CLEAR OPENING DIMENSIONS PERMITTED AT GRADE LEVEL GRADE LEVEL IS DEFINED AS THE WINDOW FRAME A SIL NOT IN USE MORE THAN 44" ABOVE OR BELOW GROUND LEVEL
- MIN. CEIL. HEIGHT 36" IN FRONT OF THE EXTERIOR GRADE FROM EXTERIOR STEP TO PAST WAY (I.E. UNDER STAIRS OR CANT.)
- MIN. 34" CLEAR SPACE IN FRONT OF WINDOW
- WINDOW WELLS WITH A VERTICAL DEPTH GREATER THAN 44" BELOW THE ADJACENT GROUND LEVEL SHALL BE EQUIPPED WITH A PERMANENTLY ATTACHED LADDER OR STEPS USABLE WITH THE WINDOW WELL IN AN OPEN POSITION
- THE LADDER OR STAIRS SHALL BE PERMITTED TO ENCLOSE A MAXIMUM OF 6 INCHES
- LADDERS OR RUNG SHALL HAVE AN INSIDE WIDTH OF AT LEAST 12"
- AND SMALL PROJECT AT LEAST 3" FROM THE WALL AND SHALL BE SPACED 40" MORE THAN 16" ON CENTER VERTICALLY FOR THE FULL HEIGHT OF THE WINDOW WELL

FLASHING & COUNTERFLASHING:

- APPROVED CORRUGATE-RESINITE FLASHING SHALL BE PROVIDED IN THE EXTERIOR WALL ENVELOPE IN SUCH A MANNER AS TO PREVENT ENTRY OF WATER, DIRT, DUST, INSECTS, PESTS, ETC. INTO THE BUILDING STRUCTURE. THE COMPOSITION OF THE FLASHING SHALL EXTEND TO THE SURFACE OF THE EXTERIOR WALL ENVELOPE AND BE INSTALLED TO PREVENT WATER FROM RE-ENTERING THE EXTERIOR WALL ENVELOPE
- FLASHING SHALL BE INSTALLED CONTINUOUSLY ABOVE ALL JOINTS
- FLASHING SHALL BE INSTALLED AT WALL AND ROOF INTERSECTIONS
- EXTEND Drip CAPS PAST THE END OF THE BRICK MOLD AND BEND OVER
- INSTALL ROCK OUT FLASHING WHERE STEP FLASHING BEGINS

4" SLAB



STOOP

- 18" CONTINUOUS CONC FOOTING
- 2-4# REIN. VERT
- 1-4" O.C. CONCRETE BLOCK
- 4-4# REIN. 40" O.C. VERT
- FULLY GROUTED CORES
- MIN 7" EMBODIMENT
- MIN 40 BAR OR LAP ALL VERTICAL REINFORCEMENT SPACES

WINDWASH BARRIER:

SEE ELEVATION

FOAM AIR CHUTE

10' MIN. ATTIC VENTILATION

7' ENERGY PEEF

SEE PLAN

CEILING:

SEE PLAN

NOTE:

UNLESS OTHERWISE NOTED

NOTE:

PROGRESSIVE PLAN DESIGN LLP

RESIDENTIAL ARCHITECTURE
714 County Rd. 3 NE Byron, MN 56220 [\(605\) 776-6077](mailto:progressiveplandesign@gmail.com)

Customer/Comments: _____ Date: _____

DESCRIPTION: MAIN FLOOR

BRACED PANEL LENGTH TABLE BASED ON WIND SPEED (<90mph)									
BRACED WALL LINE	BRACING METHOD TABLE #M210.4.4	BRACED WALL LINE SPACING	REDUCED BRACING LENGTH (FEET)	REDUCED FACTORS CONDITION	RATIO TO WALL HEIGHT	TOTAL	NUMBER OF WALL LINES	REDUCED BRACING LENGTH (FEET)	REDUCED BRACING LENGTH (FEET)
(1)	CS-WSP	28 FT.	4.7'	1.0	1.0	0.90	1.3	5.49'	12'-0"
(2)	CS-WSP	28 FT.	4.7'	1.0	1.0	0.90	1.3	5.49'	14'-4"
(3)	CS-WSP	20 FT.	3.5'	1.0	1.0	0.85	1.3	4.32'	8'-0"

DESCRIPTION: MAIN FLOOR

BRACED PANEL LENGTH TABLE BASED ON WIND SPEED (<90mph)									
BRACED WALL LINE	BRACING METHOD TABLE #M210.4.4	BRACED WALL LINE SPACING	REDUCED BRACING LENGTH (FEET)	REDUCED FACTORS CONDITION	RATIO TO WALL HEIGHT	TOTAL	NUMBER OF WALL LINES	REDUCED BRACING LENGTH (FEET)	REDUCED BRACING LENGTH (FEET)
(A)	CS-WSP	42 FT	8.3'	1.0	1.0	0.90	13	7.37'	20'-0"
(B)	CS-WSP	28 FT.	4.4'	1.0	1.0	0.90	13	5.14'	12'-0"
(C)	CS-WSP	42 FT	8.3'	1.0	1.0	0.90	13	7.37'	12'-0"



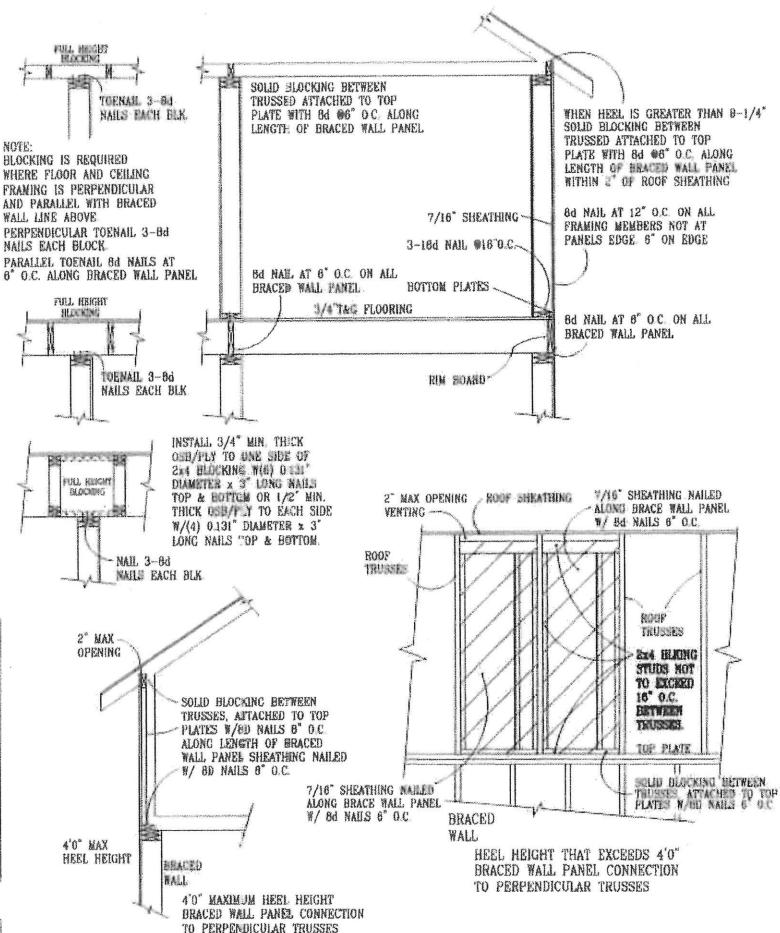
WHEN SCISSOR TRUSSES ARE USED
THE CABLE END FRAME SHALL MATCH
THE PROFILE OF THE SCISSOR TRUSSES
ADJACENT TO IT FOR PROPER BOTTOM CHORD
PLANE BRACING TO BE INSTALLED
ALL OPENING IN EXTERIOR WALL OF
BALLOON FRAME SHOULD HAVE A MIN
OF TWO KING STUDS ON EACH SIDE
OF OPENING TO RESIST WIND LOAD.

WALL BRACING NOTES: CS-WSP

1. ALL WALLS SHALL BE CONTINUOUSLY SHEATHED WITH WOOD STRUCTURAL PANELS
2. CS-WSP ON PLANS INDICATE AREAS OF BRACED PANELS
3. BRACED PANELS SHALL BE CONSTRUCTED WITH 16" O.C. STUDS. TOP PLATE FASTENED TO SOLID FRAMING WITH 8d NAILS 6" O.C. BOTTOM PLATES FASTENED TO SOLID FRAMING W/ 3-16d NAILS 16" O.C.
4. 7/16" OSB SHEATHING (24/16 INDEX) FASTENED W/ 8d COMMON NAILS 6" O.C. ON EDGES AND 12" O.C. IN FIELDS
5. SOLID BLOCKING BETWEEN TRUSSES WITH HEEL GREATER THAN 9-1/4" TO WITHIN 2" OF ROOF SHEATHING FASTENED WITH MIN 8d NAILS 6" O.C. ALONG LENGTH OF PANEL
6. ANY OTHER TYPE OF BRACING METHOD SHALL BE INDICATED ON PLAN AND SEPARATE DETAIL WILL BE PROVIDED

CB INTERIOR BRACED WALL

PLATE FASTENED TO FLOOR W/ 3-16d NAILS @ 16" O.C.
FULL HEIGHT BLOCKING 16" O.C. 3-8d NAILS EACH BLOCK
7 SCREWED GRID ON ROCK



CONTRACTOR	R.H.
DATE	10/21
AMOUNT	2213255
NOTE	NOTED
INITIALS	VANT

BIG/LENN CONST.
NORTH POINTE 8-1

OWNER:

BL-396

PROGRESSIVE PLAN DESIGN LLP

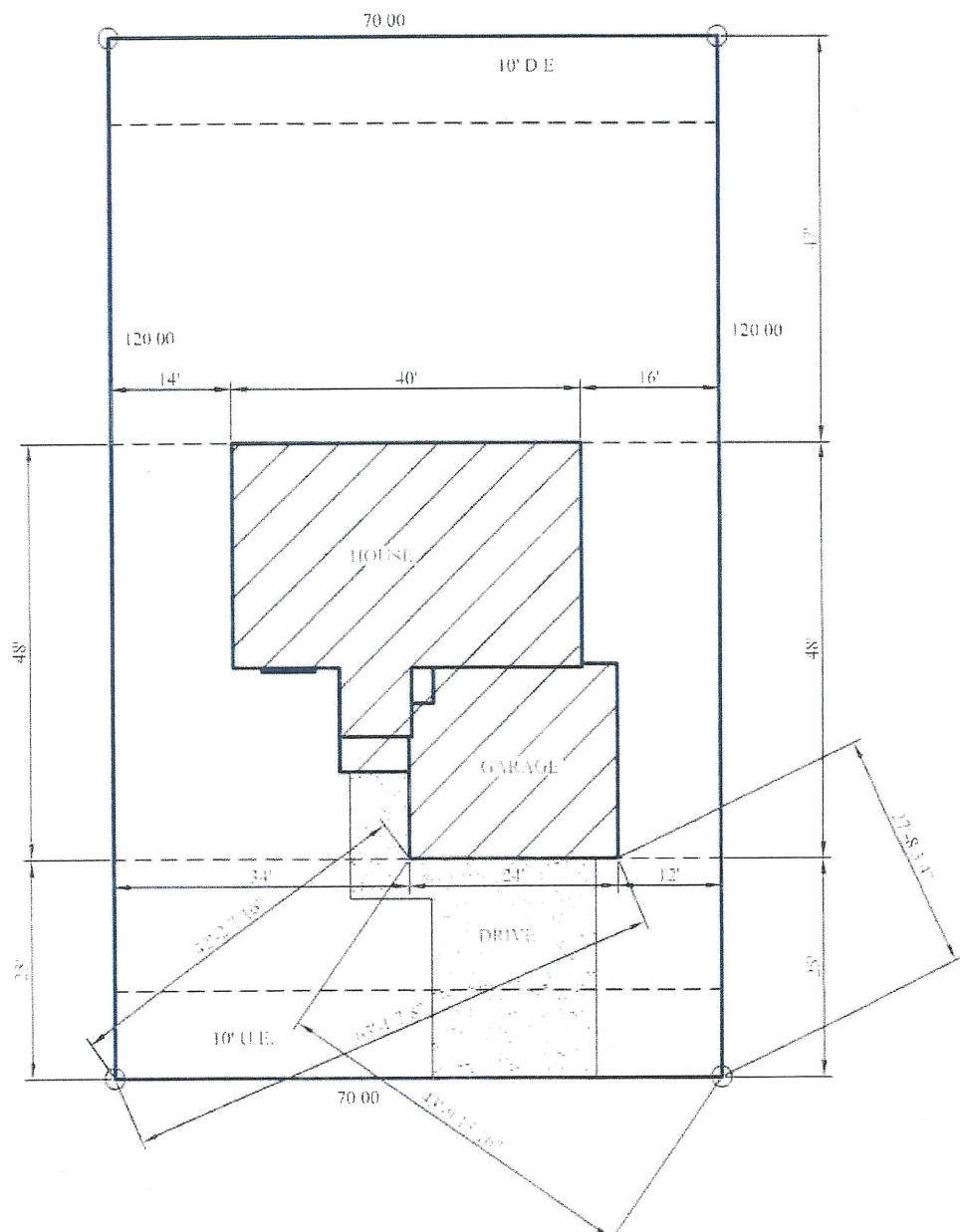
RESIDENTIAL ARCHITECTURE

714 County Rd 3 NW Byron MN 55920
(507)775-6877 progressiveplandesign@gmail.com

LOT. #8 BLK. #1
SUBDIVISION: NORTH POINTE
CITY: AUSTIN STATE: MN
CONTRACTOR: BIG/LENN
CUSTOMER: NORTH POINTE 8-1



SCALE: 1" = 20'



Original

PURCHASE AGREEMENT

DATE: February. 1st 2022

Austin, MN

The undersigned, Austin HRA hereinafter referred to as "Sellers" hereby agrees to sell to the Bigelow Lennon Construction, hereinafter referred to as "Purchaser", and Purchaser agrees to purchase and acquire from Sellers, the real estate located at Austin, Minnesota, situated in the County of Mower, State of Minnesota, (hereinafter the "premises") and legally described as follows, :

A lot described as Lot 8 Block 1 North Pointe Addition located in the City of Austin (PIN # 34.509.0080)

For a purchase price of \$18,500.00 subject to the conditions as set forth in Exhibit A

Eighteen Thousand, five hundred dollars and 00/100 (\$18,500.00) and includes the conditions set forth in the attached Exhibit A

Which shall be due and payable on the date of closing.

Buyer will be responsible for all normal closing costs.

Subject to performance by the buyer, the seller agrees to execute and deliver a Warranty Deed conveying marketable title to said premises subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, State and Federal regulations
- (b) Restrictions relating to use or improvement of the premises without effective forfeiture provision.
- (c) Reservation of any minerals or mineral rights to the State of Minnesota.
- (d) Utility and drainage easement, which do not interfere with, present improvements.
- (e) Rights of tenants as follows: unless specified, not subject to tenancies.

Payment of real estate taxes attributable to the premises shall be pro-rated between the parties as of the date of closing. Seller agrees to pay all levied special assessments and special assessments certified to the taxes due and payable in the year of closing. Seller shall pay on the date of closing all special or pending assessments.

Seller covenants that the property has no buildings and all debris will be removed from the premises prior to the possession date. The electrical service extension and both sewer/water have been extended to this property.

The seller further agrees to deliver possession not later than the date of closing provided that all conditions of this agreement have been complied with. Unless otherwise specified, this sale shall be closed on or before April 15th, 2022

In the event this property is destroyed or substantially damaged by fire or any other cause before the closing date, this agreement shall become null and void, at the purchaser's option, and all monies paid hereunder shall be refunded to him.

The seller shall, within a reasonable time after approval of this agreement furnish an abstract of title, or a Registered Property Certificate, certified to the date to include property searches covering bankruptcies, and State and Federal judgments and liens. The buyer shall be allowed ten days after receipt thereof for examination of said title and the making of any objection thereto, said objections to be made in writing or deemed to be waived. If any objections are so made the seller shall be allowed 120 days to make such title marketable. Pending correction of title the payments hereunder required should be postponed, but upon correction of title and within 10 days after written notice to the buyer, the parties shall perform this agreement according to its terms.

If said title is not marketable and is not made so within 30 days from the date of written objections thereto as above provided, this agreement shall be null and void, at the option of the buyer, and neither principal shall be liable for damages hereunder to the other principal. All money heretofore paid by the buyer shall be refunded. If the title to said property be found marketable or made so within said time, and said buyer shall default in any of the agreements, then, and in that case, the seller may terminate this contract and on such termination all the payments made upon this contract shall be retained by said seller and said agency, as their respective interests may appear, as liquidated damages, time being of the essence herein.

This provision shall not deprive either party of the right of enforcing the specific performance of the contract provided such contract shall not be terminated as aforesaid, and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.

This contract contains the entire agreement between the parties, and neither party has relied upon any verbal or written representations agreements or understandings not set forth herein, whether made by any agent or party hereto.

The delivery of all papers and monies shall be made at the office of:

Hoversten Law Office
807 Oakland Ave. W.
Austin, MN 55912

I, the undersigned, owner of the above land, do hereby approve the agreement and the sale thereby made.

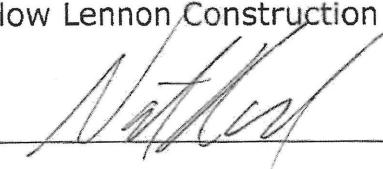
Austin HRA

Seller: 

Seller: 

The Bigelow Lennon Construction hereby agrees to purchase the said property for the price and upon the terms mentioned, and subject to all conditions herein expressed.

Bigelow Lennon Construction

By: 

By: 

EXHIBIT A

Seller (Austin HRA) is selling the property based on the following conditions:

- If Bigelow Lennon Construction does not start construction by 2024 the property will revert to the Austin HRA and Bigelow Lennon Construction will be responsible for all closing costs

**CITY OF AUSTIN
COUNTY OF MOWER
STATE OF MINNESOTA**

**NOTICE OF PUBLIC HEARING
ON TAX ABATEMENT REQUEST**

NOTICE IS HEREBY GIVEN that the City Council (the “Council”) of the City of Austin, Mower County, Minnesota, will hold a public hearing on Monday, August 1 2022 at 5:30 p.m. to consider a tax abatement request from Bigelow & Lennon Construction, pursuant to Minnesota Statutes 469.1813 and 116J.993 through 116J.995. The request is to abate 100% of the City’s portion of real estate taxes related to the new residential improvements on the subject property for a period of 5 years. The estimated amount of the abatement is \$8,879. The subject property is located at 803 24th Avenue NW, Austin, Minnesota and is legally described as:

Lot 8, Block 1, North Pointe, City of Austin, County of Mower

The public hearing will be held in the City Council Chambers, at City Hall, 500 4th Avenue NE, Austin, Minnesota. All interested persons are invited to attend and be heard. Those unable to attend are invited to send written comments, prior to the hearing, to: City Administrator, City of Austin, 500 4th Avenue NE, Austin, Minnesota 55912.

Publish: July 20, 2022

RESOLUTION NO.

**RESOLUTION APPROVING TAX ABATEMENT
FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. 469.1813**

WHEREAS, the Austin Home Initiative's purpose is to provide incentives to encourage the construction of new owner occupied and residential housing units within the City of Austin for the public benefit including, but not limited to, capturing future taxes from units that would not have otherwise been constructed and increasing housing inventory to support local business growth.

WHEREAS, Minnesota Statute 469.1813 gives authority to the City of Austin to grant an abatement of taxes imposed by the City if certain criteria are met; and

WHEREAS, in addition to the statutory requirements, the City of Austin has adopted the Austin Home Initiative guidelines which must be met before an abatement of taxes will be granted for residential development; and

WHEREAS, Bigelow & Lennon Construction is the owner of certain property within the City of Austin legally described as follows:

Lot 8, Block 1, North Pointe Addition, City of Austin, County of Mower

WHEREAS, Bigelow & Lennon Construction has made application to the City of Austin for the abatement of taxes as to the above-described parcel; and

WHEREAS, Bigelow & Lennon Construction has met the statutory requirements outlined under Minnesota Statute 469.1813 Subdivision (1) and Subdivision 2(i) as well as the Austin Home Initiative guidelines for abatement;

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

The City of Austin does hereby grant an abatement of the City of Austin's share of real estate taxes upon the above-described parcel for the construction of a single family dwelling on the subject property.

The tax abatement will commence with the receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority's resolution, whichever is first, and shall continue for five years.

The City shall provide the awarded abatement payments following the payment of due real estate taxes annually. Payments shall be made to the owner of record at the time of the payment.

The tax abatement shall be limited to the increase in property taxes resulting from the improvement of the property. Land values are not eligible and will not be abated.

The abatement shall be null and void if construction is not commenced within one year of the approval of this resolution or if the real estate taxes are not paid on or before the respective payment deadlines annually.

Passed by a vote of yeas and nays this 1st day of August, 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: Steven J. Lang, P.E.
Date: July 27, 2022
Subject: WWTP Expansion and Phosphorus Reduction Project
 Bid Results

The City of Austin received bids for the WWTP Expansion and Phosphorus Reduction Project on Tuesday, July 12th, 2022 at 2:00pm. The project involves construction of an activated sludge system, which requires demolition of existing processes, modifications to existing processes and construction of new treatment systems. Nearly every WWTP existing building and tank structure will be touched in some fashion as part of this project.

Domestic:

- Primary Clarifiers #1&2
- Pump & Blower Building, Floor #2
- Vactor Leachate Receiving
- Improvements to existing facilities; Main Pump Station, Grit, EQ Tank, Excess Flow Tanks and other ancillary systems.

Industrial:

- Suspended Air Flotation (SAF) Building
- Improvements to existing facilities; EQ/Digesters & Building, Secondary Digesters & Building, EQ Tank Anaerobic Pump Station, Aeration Tank, Effluent Pump and other ancillary systems.

Combined:

- Aeration Tanks
- Pump & Blower Building, Floors #1&3
- Final Clarifier Splitter Box
- Chemical Storage Building
- UV Disinfection
- Solids Thickening
- Primary Digester 4
- Cake Storage
- Solids Dewatering
- Improvements to existing facilities; Final Clarifiers #1-4, Lift Station #1&2 and WAS, Primary & Secondary Digester #1-3, Boiler Building, Sludge Storage, and other ancillary systems.

The bids are summarized below.

CITY OF AUSTIN
2022 Wastewater Rate Study
Tabulation of Bids

Bidder	Total Base Bid	Alternate 1	Alternate 2	Total Bid
Rice Lake Construction Group	\$99,124,600	\$318,800	\$564,600	\$100,008,000
Gridor Construction, Inc.	\$99,248,000	\$406,000	\$600,000	\$100,254,000
Knutson Construction Services	\$107,825,767	\$363,000	\$640,000	\$108,828,767

*Alternate 1, roof covering for UV Disinfection Basin
 Alternate 2, relocation of existing pickup garage for use as temporary storage*

The project will be funded with State grants and user fees. We would recommend awarding the **Total Base Bid, Alternate 1 and Alternate 2 in the amount of \$100,008,000** to Rice Lake Construction Group. If you have any questions, please contact me.

Project Funding

\$ 12,951,129	State Grants
\$ 52,630,368	Hormel Construction Agreement
\$ 39,000,000	PFA Loan
<u>\$ 885,803</u>	*Fund Reserve
\$105,467,300	Total

Project Expenses

\$100,008,000	Construction Contract
\$ 5,190,000	Construction Services
<u>\$ 269,300</u>	Material Testing Services
\$105,467,300	Total

* We are maintaining \$2,500,000 in Fund Reserve for contingency items that arise during construction.

ORDINANCE NO. ____

**ORDINANCE APPROVING WASTE WATER TREATMENT PLANT
UPGRADES AND AWARDING BIDS**

WHEREAS, State and Federal Regulations governing the treatment of waste water have become more restrictive requiring new and different methods of treatment and the removal of more chemicals and contaminants;

WHEREAS, Austin's municipal Waste Water Treatment Plant ("WWTP") is aging and is incapable of meeting or exceeding the present regulatory requirements for its continued operation;

WHEREAS, the costs of this project are anticipated to exceed 10 percent of the annual city budget for this fiscal year, and as such Austin Charter Section 4.02 requires passage of an ordinance to authorize such funding.

WHEREAS, the City will pay for this project using available financing through the Minnesota Public Facilities Authority, grants, and other available resources.

WHEREAS, pursuant to an advertisement for bids for the necessary WWTP upgrades and improvements, bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement:

Bidder	Total Base Bid:	Alternate 1:	Alternate 2:	Total Bid:
Rice Lake Construction Group	\$99,124,600	\$318,800	\$564,600	\$100,008,000
Gridor Construction, Inc.	\$99,248,000	\$406,000	\$600,000	\$100,254,000
Knutson Construction Services	\$107,825,767	\$363,000	\$640,000	\$108,828,767

Alternate 1, roof covering for UV Disinfection Basin

Alternate 2, relocation of existing pickup garage for use as temporary storage

WHEREAS, the City Engineer recommends approval of the base bid plus both Alternate 1 and Alternate 2, a recommendation with which this Council concurs.

WHEREAS, it appears that Rice Lake Construction Group is the lowest responsible bidder for this vital and necessary project.

NOW, THEREFORE, The City Council of the City of Austin does ordain:

The Total Bid of Rice Lake Construction Group, including the base bid and the two alternates, totaling \$100,008,000.00 is hereby accepted, and the Mayor and City Recorder are hereby authorized and directed to enter into the standard city contract with Rice Lake Construction Group in the name of the City of Austin for the WWTP project as described in the Project Specifications and bidding documents.

Passed by a vote of Yeas and Nays this 1st day of August, 2022

YEAS

NAYS

APPROVED:

Mayor

ATTEST:

City Recorder

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: July 27, 2022
Subject: WWTP Expansion and Phosphorus Reduction Project
 Hormel Construction Agreement

The construction project includes improvements that are 100% Domestic, improvements that are 100% Industrial and improvements that are Combined. For the Combined portion of the plant, costs for infrastructure are split based on volume and loads coming from both the Domestic and Industrial flow streams. It has been determined that the Combined infrastructure costs will be split 54.2% Domestic and 45.8% Industrial.

Domestic: 100%

- Primary Clarifiers #1&2
- Pump & Blower Building, Floor #2
- Vactor Leachate Receiving
- Improvements to existing facilities; Main Pump Station, Grit, EQ Tank, Excess Flow Tanks and other ancillary systems.

Industrial: 100%

- Suspended Air Flotation (SAF) Building
- Improvements to existing facilities; EQ/Digesters & Building, Secondary Digesters & Building, EQ Tank Anaerobic Pump Station, Aeration Tank, Effluent Pump, and other ancillary systems.

Combined: 54.2% Dom/45.8% Ind

- Aeration Tanks
- Pump & Blower Building, Floors #1&3
- Final Clarifier Splitter Box
- Chemical Storage Building
- UV Disinfection
- Solids Thickening
- Primary Digester 4
- Cake Storage
- Solids Dewatering
- Improvements to existing facilities; Final Clarifiers #1-4, Lift Station #1&2 and WAS, Primary & Secondary Digester #1-3, Boiler Building, Sludge Storage, and other ancillary systems.

The total project cost is split as follows:

CITY OF AUSTIN 2022 Wastewater Rate Study Sources and Uses of Project Funds		TOTAL	Domestic Allocation	Industrial Allocation
Item				
USES OF FUNDS				
Domestic Plant Facilities	(100% Domestic)	\$11,535,100	\$11,535,100	\$0
Industrial Plant Facilities	(100% Industrial)	\$22,081,990	\$0	\$22,081,990
Combined Plant Facilities	(54.2% Dom/45.8% Ind)	\$66,390,910	\$35,983,873	\$30,407,037
Materials Testing	(47.3% Dom/52.7% Ind)	\$269,300	\$127,958	\$141,342
Construction Engineering	(100% Domestic)	\$5,190,000	\$5,190,000	\$0
Funding of Debt Service Reserve		\$0	\$0	\$0
TOTAL USES OF FUNDS		\$105,467,300	\$52,836,932	\$52,630,368
			50.1%	49.9%

Attached for your consideration is a Hormel Construction Agreement for repayment of the Industrial construction costs. The agreement includes the following key points:

- Amendment to the 30-year Wastewater Treatment Agreement dated May 31, 1995.
- The project will be commissioned by the City of Austin.
- Hormel agrees to pay their portion of construction costs totaling \$52,630,368.
- Hormel agrees to pay for construction costs as the project proceeds within 15-days of being invoiced by the City and is obligated to continue payments until the project is paid in full.
- Although Hormel is paying for their share of the construction project, the City shall always retain ownership of the WWTP.
- Agreement is to be signed by both parties.

We would recommend approval of the attached Addendum to 30-year Wastewater Treatment Agreement detailing the repayment terms for the WWTP Expansion and Phosphorus Reduction project. If you have any questions, please contact me.

<u>Project Funding</u>		<u>Project Expenses</u>	
\$ 12,951,129	State Grants	\$100,008,000	Construction Contract
\$ 52,630,368	Hormel Construction Agreement	\$ 5,190,000	Construction Services
\$ 39,000,000	PFA Loan	\$ 269,300	Material Testing Services
\$ 885,803	*Fund Reserve	\$105,467,300	Total
\$105,467,300	Total		

**ADDENDUM TO WASTEWATER
TREATMENT AGREEMENT**

This Addendum is made and entered into this _____ day of _____, 2022, by and between the City of Austin, Minnesota, municipal corporation (hereinafter referred to as "City"), and Hormel Foods Corporation, a Delaware Corporation (hereinafter referred to as "Hormel Foods").

WHEREAS, the parties hereto previously entered into that certain Wastewater Treatment Agreement dated May 31, 1995, concerning the discharge of wastewater from the Hormel Foods plant in Austin, Minnesota, into the wastewater treatment facility of the City of Austin, and

WHEREAS, the City contemplates constructing certain improvements to said wastewater facility in order to more effectively and efficiently treat the domestic wastewater discharge of the City and the industrial wastewater discharge of the Hormel Foods plant, and

WHEREAS, the contemplated improvements consist of the Expansion and Phosphorus Reduction Project (EPRP), detailed in the May 25, 2022 Project Manual "Bidding Documents" and all associated addendums, including but not limited to the following, to wit:

Domestic:

- Primary Clarifiers #1&2
- Pump & Blower Building, Floor #2
- Vactor Leachate Receiving
- Improvements to existing facilities; Main Pump Station, Grit, EQ Tank, Excess Flow Tanks and other ancillary systems.

Industrial:

- Suspended Air Flotation (SAF) Building
- Improvements to existing facilities; EQ/Digesters & Building, Secondary Digesters & Building, EQ Tank Anaerobic Pump Station, Aeration Tank, Effluent Pump and other ancillary systems.

Combined:

- Aeration Tanks
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- Solids Thickening
- Primary Digester 4
- Cake Storage
- Solids Dewatering
- Improvements to existing facilities; Final Clarifiers #1-4, Lift Station #1&2 and WAS, Primary & Secondary Digester #1-3, Boiler Building, Sludge Storage and other ancillary systems.

WHEREAS, the City has agreed to construct said improvements in consideration of Hormel Foods paying a portion of the costs arising out of the construction of said improvements to the City's wastewater treatment facility all according to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing and their mutual promises, the parties hereto agree as follows, to wit:

1. The City shall cause to be constructed and installed the aforescribed EPRP project all according to the plans and specifications now on file in the offices of the city of Austin.

2. The total costs of said project shall be broken out between City (Domestic) and Hormel (Industrial) in accordance with Summary of Project Costs detailed below. Inflationary cost increase applied to the bid if awarded from 31 to 90 days after the bid date of July 12, 2022. The inflationary increase will be calculated using the Producer Price Index industry data for "New nonresidential building construction by contractor type/region-General contractors, Midwest, not seasonally adjusted."

3. Hormel Foods shall pay to the City, Hormel Foods (Industrial) proportionate share of the total project costs as hereinbefore provided for in paragraph 2 in the manner and according to the following terms, to wit: All costs incurred shall be paid in full no later than 15-days after said costs are submitted to Hormel Foods for payment.

4. It is specifically understood and agreed that the foregoing obligation of Hormel Foods to pay its share of the costs as set forth above in paragraphs 2 and 3 of said project is separate and independent of the use in whole or in part by Hormel Foods of the wastewater treatment system of the City of Austin. That is, the aforesaid obligation of Hormel Foods shall be binding upon Hormel Foods until the full amount is paid according to the terms of this Addendum even if Hormel Foods abandons in whole or in part its use of said wastewater treatment system.

Further, the parties acknowledge that Hormel Foods shall bear no responsibility for the design and construction of the EPRP project. Notwithstanding the fact that Hormel Foods is sharing in the costs of said project, ownership of the wastewater treatment system shall at all times remain with the City.

Further, it is acknowledged and agreed that the obligation of Hormel Foods to make said payments to the City of Austin shall survive any termination of the Wastewater Treatment Agreement dated May 31, 1995, by and between the parties hereto.

5. It is agreed that all change orders must be approved in writing by both the City and Hormel Foods in advance of any work and all increased costs by reason of said change orders shall be shared and paid for by the respective parties; the respective shares of the parties to be determined on the basis of the benefit to the industrial part of the project, of the benefit to the domestic part of the project and of the benefit to the combined part of the project.

6. In all other respects, the parties hereto ratify and confirm the terms and provisions of the Wastewater Treatment Agreement dated May 31, 1995, by and between the parties hereto except as said Agreement is modified by this Addendum.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above -written.

CITY OF AUSTIN
("City")

By: _____
Stephen King
Its: Mayor

ATTEST:

By: _____
Tom Dankert
Its: City Recorder

HORMEL FOODS CORPORATION
("Hormel Foods")

By: _____
Kari Pollak
Its: Plant Manager

By: _____
Tyler Hulsebus
Its: Vice President of Engineering

SUMMARY OF PROJECT COSTS

Item		TOTAL	Domestic Allocation	Industrial Allocation
USES OF FUNDS				
Domestic Plant Facilities	(100% Domestic)	\$11,535,100	\$11,535,100	\$0
Industrial Plant Facilities	(100% Industrial)	\$22,081,990	\$0	\$22,081,990
Combined Plant Facilities	(54.2% Dom/45.8% Ind)	\$66,390,910	\$35,983,873	\$30,407,037
Materials Testing	(47.5% Dom/52.5% Ind)	\$269,300	\$127,958	\$141,342
Construction Engineering	(100% Domestic)	\$5,190,000	\$5,190,000	\$0
TOTAL USES OF FUNDS		\$105,467,300	\$52,836,932	\$52,630,368
			50.1%	49.9%

RESOLUTION NO.

**APPROVING AN ADDENDUM TO THE WASTE WATER
TREATMENT AGREEMENT WITH HORMEL FOODS**

WHEREAS, the City of Austin and Hormel Foods Corporation previously entered into that certain Waste Water Treatment Plant agreement dated May 31, 1995 concerning the discharge of wastewater from the Hormel Foods plan in Austin, Minnesota and into the Waste Water Treatment Plan in the City of Austin, Minnesota; and

WHEREAS, the City contemplates constructing certain improvements to said waste water facility in order to more effectively and efficiently treat the domestic waste water discharge of the City and the industrial discharge of Hormel Foods; and

WHEREAS, the improvements consist of the Expansion and Phosphorous Reduction Project detailed in the May 25, 2022 project manual; and

WHEREAS, the City has agreed to construct said improvements in consideration of Hormel Foods paying a portion of the costs arising out of the construction of said improvements to the City's waste water treatment facility all according to the terms and conditions of the agreement.

NOW THEREFORE, BE IT RESOLVED, that the City Council approves the addendum to waste water treatment agreement and authorizes the Mayor and City Recorder to execute said document.

Passed by a vote of yeas and nays this 1st day of August, 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: Steven J. Lang, P.E.
Date: July 27, 2022
Subject: WWTP Expansion and Phosphorus Reduction Project
 Sanitary Sewer Rate Adjustment

In order to fund the Domestic portion of costs, the City will utilize State grants, PFA loan and WWTP fund reserves. We have been working with our PFA agent to determine the loan structure. Currently, we are looking at a \$39 million loan, with a 20-year term at 3% interest rate. The repayment schedule for this PFA loan is projected to be \$2,621,413 per year.

Together with our yearly costs for Domestic Plant Operations, Sewer Collection Department and Sewer Collection Capital Improvements, we need to generate approximately \$8,025,000 per year. In 2022, the sewer user fund is projected to generate \$5,330,000. In order to generate the necessary funds, we would recommend the following sewer rate schedule:

- 2023, *15% increase
- 2024, 10% increase
- 2025, 7% increase
- 2026, 7% increase

* In 2017 Council passed a resolution increasing rates in 2018 by 25% and 7% for 5-years thereafter. That resolution set in place a rate increase for 2023 of 7% and now it is recommended to increase that to 15%.

These rate increases, together with the use of \$1.9 million from the WWTP reserve fund to cover shortfalls from 2023 to 2025, will then generate the estimated required revenue of \$8,032,871 in 2026. Please see the table below detailing the proposed rate increases and revenue generations:

CITY OF AUSTIN 2022 Wastewater Rate Study		Domestic Operations	Sewer Collection	Sewer Collection CIP	PFA Loan Repayment 20-yr @ 3%	TOTAL	DRAFT	
		\$ 2,400,000	\$ 1,000,000	\$ 2,000,000	\$ 2,625,000	\$ 8,025,000		
		Connection Charge	Flow Charge	Monthly Fee	Percent Increase	Annual Growth	Yearly Increase	Yearly Revenue
1	2018	\$ 11.48	\$ 2.94	\$ 35.00	25.0%		\$ 84.24	\$ 4,048,240
2	2019	\$ 12.28	\$ 3.15	\$ 37.45	7.0%		\$ 29.40	\$ 4,300,839
3	2020	\$ 13.14	\$ 3.37	\$ 40.07	7.0%		\$ 31.46	\$ 4,836,457
4	2021	\$ 14.06	\$ 3.60	\$ 42.88	7.0%		\$ 33.66	\$ 4,896,392
5	2022	\$ 15.05	\$ 3.85	\$ 45.88	7.0%		\$ 36.02	\$ 5,330,000
6	2023	\$ 17.31	\$ 4.43	\$ 52.76	15.0%	1.0%	\$ 82.58	\$ 6,190,795
7	2024	\$ 19.04	\$ 4.87	\$ 58.04	10.0%	1.0%	\$ 63.31	\$ 6,877,973
8	2025	\$ 20.37	\$ 5.22	\$ 62.10	7.0%	1.0%	\$ 48.75	\$ 7,433,026
9	2026	\$ 21.79	\$ 5.58	\$ 66.44	7.0%	1.0%	\$ 52.16	\$ 8,032,871

We would recommend Council pass a resolution adopting this rate structure for 2023 through 2026. If you have any questions, please contact me.

Project Funding

\$ 12,951,129 State Grants
 \$ 52,630,368 Hormel Construction Agreement
 \$ 39,000,000 PFA Loan
 \$ 885,803 Fund Reserve
 \$105,467,300 Total

Project Expenses

\$100,008,000 Construction Contract
 \$ 5,190,000 Construction Services
 \$ 269,300 Material Testing Services
 \$105,467,300 Total

RESOLUTION NO.
ESTABLISHING SEWER USER FEES

WHEREAS, the City of Austin has provided facilities for the collection and treatment of wastewater to promote the health, safety and convenience of its people, and for the safeguarding of water resources to all; and

WHEREAS, it is the obligation of all users of the facilities, including the producers of industrial waste, to pay the cost of services rendered by the City of Austin in an equitable manner; and

WHEREAS, effective January 1, 2023, all users of the sanitary sewer system of the City of Austin will be charged a connection fee per month and a charge of each 100 cu.ft. of water used, which is run through the Wastewater Treatment Plant based on a formula approved by the Council.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Common Council of the City of Austin approves and authorizes that the formula for the Sewer User Fees be approved as follows:

January 1, 2023:

Residential:

A fixed charge (connection charge) of \$17.31 per month will be made for each meter used.

Rate of \$4.43 per 100 cu.ft. of water metered per month.

January 1, 2024:

Residential:

A fixed charge (connection charge) of \$19.04 per month will be made for each meter used.

Rate of \$4.87 per 100 cu.ft. of water metered per month.

January 1, 2025:

Residential:

A fixed charge (connection charge) of \$20.37 per month will be made for each meter used.

Rate of \$5.22 per 100 cu.ft. of water metered per month.

January 1, 2026:

Residential:

A fixed charge (connection charge) of \$21.79 per month will be made for each meter used.

Rate of \$5.58 per 100 cu.ft. of water metered per month.

AND NOW, THEREFORE, BE IT HEREBY RESOLVED, that Sewer use for the first five months of each year will be billed on actual consumption and will also be used to calculate the average sewer usage. The following five months will be billed at actual

consumption or the sewer usage average, whichever is lower. And all water discharged to the sanitary sewer system that has a strength higher than the normal domestic sewerage shall be assessed an additional amount as determined by the City of Austin.

Passed by a vote of Yeas and Nays this 1st day of August, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: July 27, 2022
Subject: WWTP Expansion and Phosphorus Reduction Project
 SEH Construction Services Agreement

We have received a proposal from SEH to complete the engineering services related to the construction portion of the WWTP project in the amount of \$5,190,000. Planning and preparation for the project is expected to begin in September 2022 with shop drawing review and ordering of materials. Construction is planned to begin in the spring of 2023 and continue through the spring of 2026, with the estimated completion date of June 2026. The total duration of the project is about 46 months. During that time the project will require continuous on-site project management and inspection. To oversee this complex project, SEH has proposed the following team:

- 1) Project Manager
 - a. Assistant Project Manager
- 2) Resident Project Inspector
 - a. Assistant Project Inspector
 - b. Estimated 12,700 hours of on-site inspection
- 3) Special Inspections Group
 - a. Process, Structural, Geotechnical, Civil, Architectural, Mechanical and Electrical staff
 - b. Estimated 150 site visits
- 4) In total, a team of 25-30 people will be involved in different aspects of the project

For a large project such as this, the paperwork, documentation, infield modifications, quantity measurements, construction questions and project closeout items are a huge undertaking. The following are a brief summary of the key tasks completed by the team:

- Contract Documentation
- Review of required submittals; project schedules, shop drawings, test results and other required documentation

- Construction Administration/Project Management; coordination and documentation of monthly progress meetings, responding to construction questions, prepare and issue field orders, review of payment applications, review of change orders and contractor pricing.
- On-site construction observation, documentation and daily record keeping; special inspections.
- Equipment start-up and assisting the City staff with training and operation of the new equipment.
- Project closeout and post construction documentation.

We would recommend approval of the construction services agreement with SEH for the WWTP Expansion and Phosphorus Reduction project. If you have any questions, please contact me.

<u>Project Funding</u>		<u>Project Expenses</u>	
\$ 12,951,129	State Grants	\$100,008,000	Construction Contract
\$ 52,630,368	Hormel Construction Agreement	\$ 5,190,000	Construction Services
\$ 39,000,000	PFA Loan	\$ 269,300	Material Testing Services
\$ 885,803	Fund Reserve	\$105,467,300	Total
\$105,467,300	Total		

RESOLUTION NO.

**APPROVING ENGINEERING CONSULTING SERVICES
FOR THE WASTE WATER TREATMENT PLANT EXPANSION
AND PHOSPHORUS REDUCTION PROJECT**

WHEREAS, on August 1, 2022 the City of Austin awarded a contract in the amount of \$100,008,000 for the Waste Water Treatment Plant and phosphorus reduction project; and

WHEREAS, the City has received a proposal from Short Elliot Hendrickson, Inc. (SEH) in the amount of \$5,190,000 for construction services for the project; and

WHEREAS, the City recommends awarding the contract to SEH, Inc.

NOW THEREFORE, BE IT RESOLVED, that the City Council approves the contract in the amount of \$5,190,000 from Short Elliot Hendrickson, Inc. (SEH) for the engineering construction services for expansion and phosphorus reduction project at the Waste Water Treatment Plant.

Passed by a vote of yeas and nays this 1st day of August, 2022.

YEAS

NAYS

ATTEST:

City Recorder

Mayor

APPROVED:

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: July 27, 2022
Subject: WWTP Expansion and Phosphorus Reduction Project
 Material Testing

The City of Austin requested proposals from 3 firms to complete material testing for the WWTP Expansion and Phosphorus Reduction project. A list of testing requirements was provided to each firm for them to establish unit costs. The testing requirements include:

- Concrete; slump, air, temperature, and cylinders
- Asphalt; aggregate size, oil content, density, and compaction
- Subgrade; specified density, roll testing, and aggregate gradation
- Trench Backfill; compaction, installation process and material inspection
- Structural Backfill; compaction, installation process and material inspection
- Structural Concrete and Masonry; slump, air, temperature, cylinders, and mortar prism
- Field Welding

The proposals were as follows:

1) American Engineering and Testing	\$269,300
2) Braun Intertec	\$313,691
3) Terracon	\$340,026

We would recommend approval of a contract with American Engineering and Testing for the WWTP Expansion and Phosphorus Reduction project. If you have any questions, please contact me.

Project Funding

\$ 12,951,129	State Grants
\$ 52,630,368	Hormel Construction Agreement
\$ 39,000,000	PFA Loan
<u>\$ 885,803</u>	Fund Reserve
\$105,467,300	Total

Project Expenses

\$100,008,000	Construction Contract
\$ 5,190,000	Construction Services
<u>\$ 269,300</u>	Material Testing Services
\$105,467,300	Total

RESOLUTION NO.

**APPROVING MATERIAL TESTING
FOR THE WASTE WATER TREATMENT PLANT EXPANSION
AND PHOSPHORUS REDUCTION PROJECT**

WHEREAS, on August 1, 2022 the City of Austin awarded a contract in the amount of \$100,008,000 for the Waste Water Treatment Plant and phosphorus reduction project; and

WHEREAS, the City has received a proposal from American Engineering and Testing in the amount of \$269,900 for materials testing for the project; and

WHEREAS, the City recommends awarding the contract to American Engineering and Testing.

NOW THEREFORE, BE IT RESOLVED, that the City Council approves the contract in the amount of \$269,300 from American Engineering and Testing for the materials testing for expansion and phosphorus reduction project at the Waste Water Treatment Plant.

Passed by a vote of yeas and nays this 1st day of August, 2022.

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor



Right of Way Permit

Permit Type: Community Festival

Permit Number: 2022-116

Applicant Information		Organization Information	
Primary Name	Laura Helle	Organization Name	Austin Area Arts
Primary Phone	507-434-0934	Organization Address	300 N Main St
Primary Cell		Organization City	Austin
Primary Email	director@austinareaarts.org	Organization State	MN
Alternate Name	Kelsey Ritchie	Organization Zipcode	55912
Alternate Phone	507-434-0934		
Alternate Cell			
Alternate Email	kelsey@austinareaarts.org		

Permit Information			
Event Title	Austin ArtWorks Festival		
Event Type	Community Art Festival	Approximate Number of Participants	9,000
Event Start Date	August 26, 2022	Event Start Date	August 28, 2022
Description of Event and Expected Volume	Outdoor music stage near the intersection of 1st St NE and 2nd Ave NW, sound limit 90 decibels		
Event Start Time	17:00	Event End Time	16:00
Alcoholic Beverages Available	Yes	Licensed Establishment(s) Serving Alcohol	Austin ArtWorks Center, The Bakery Lounge, B&J Bar and Grill, Dusty's Bar and Lounge, Gravity Storm Brewery. Some alcohol served by Austin ArtWorks Center may be product donated from HyVee Liquor.
Location of Alcohol Services	Austin ArtWorks Center will serve outdoors in the bar parking lot on Friday 5-7pm; all other service indoors on premises	Types of Alcohol being Served	3.2beer wine strongbeer liquor
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	July 20, 2022	Approved By	Mitch Wenum
Comments	City to provide barricades in locations as requested				

Police Department					
Determination	Approved	Date of Approval	July 20, 2022	Approved By	David McKichan
Comments					

City Clerk					
Determination	Approved	Date of Approval	July 20, 2022	Approved By	Ann Kasel
Comments	All food vendors must have mobile food licenses from City. Alcohol establishments must provide off-site insurance to participate.				

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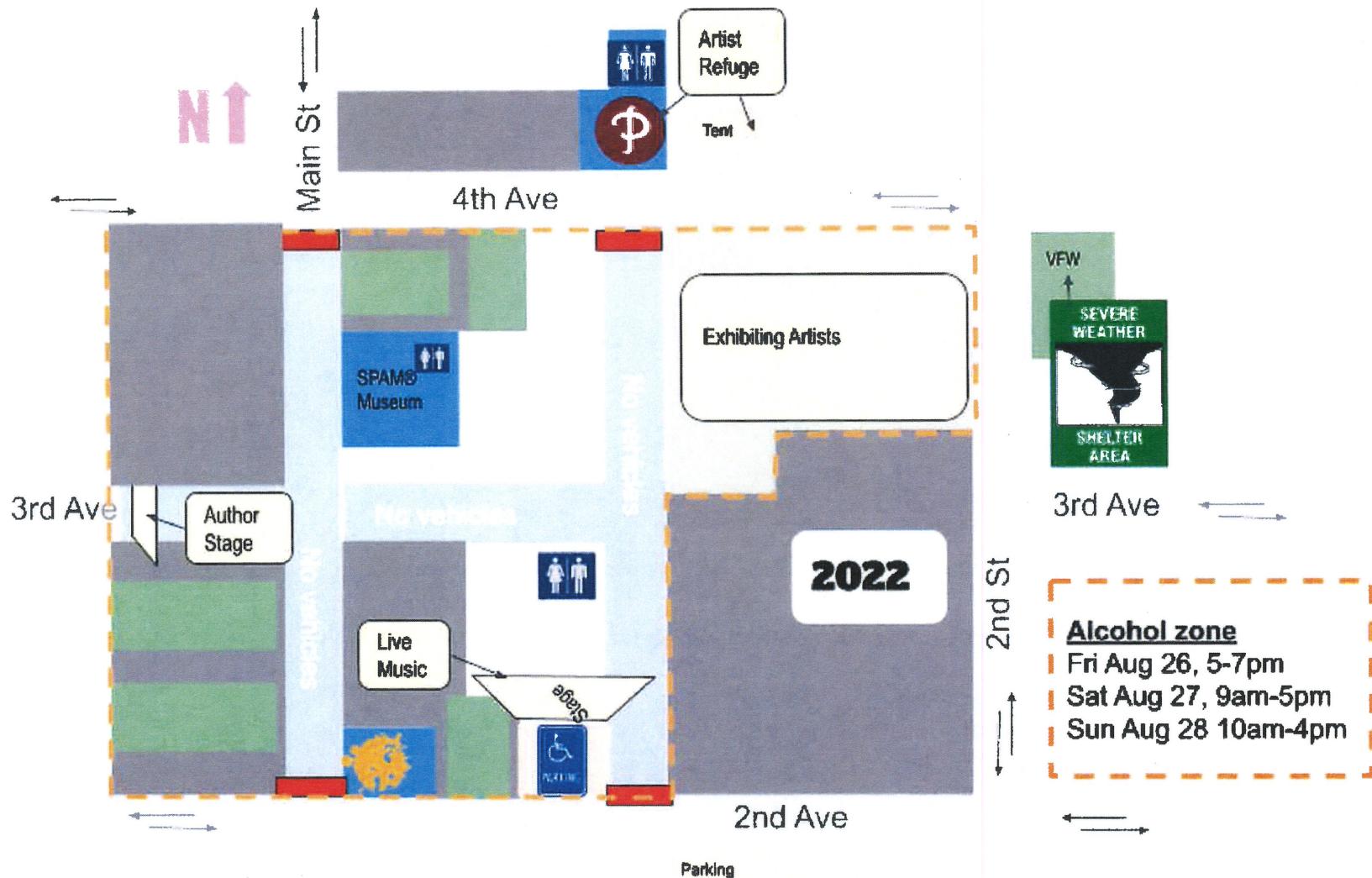
Disclaimer: The City is only reviewing and approving activities and installations intended to occur within the ROW and not in any way approving or providing comment on any activity that may occur on private property, the Permittee or Registrant is solely responsible for any and all entries, activities,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

Street Closures for Austin ArtWorks Festival 2022

1. Main St N from 2nd Ave NE to 4th Ave NE (from Friday morning to Sunday evening)
2. 1st St NE from 4th Ave NE to 2nd Ave NE (from Friday morning to Sunday evening)
3. 3rd Ave NE from 1st St NE to Main St (from Friday morning to Sunday evening)
4. 3rd Ave NW from Main St to 1st St NW (from Friday morning to Sunday evening)

Intersections to be barricaded

1. South side of intersection of 1st St NE and 4th Ave NE
2. North side of intersection of 1st St NE and 2nd Ave NE
3. South side of intersection of Main St and 4th Ave NE
4. North side of intersection of Main St and 2nd Ave NE





BEVERAGES TO GO

The Austin ArtWorks Festival grounds will allow guests to enjoy an adult beverage of your choice while browsing art and listening to music. Establishments marked with a ★ are eligible to participate. Keep in mind, guests are required to provide proper ID, wear a wristband provided by the establishment and keep drinks within the marked boundaries of the festival grounds. Drinks will be served ONLY in Austin ArtWorks Festival cups. No cans, bottles, glassware or other alcohol containers are allowed on festival grounds.

★ INDICATES BEVERAGES TO GO PARTICIPATING ESTABLISHMENT

FOOD BOOTHS AT THE AUSTIN ARTWORKS FESTIVAL

ASIAN HUT	LIONS CLUB OF AUSTIN
FAYE'S CONCESSIONS	SUNNY'S ICE CREAM
HOPPERS MINI DONUTS	TACO TRUCK
IOWA GRILL	STAGECOACH BBQ

NEW! PANCAKE BREAKFAST
SUNDAY 9AM-1PM

FOOD + DRINK

DOWNTOWN RESTAURANTS

1910 FRESH MEXICAN KITCHEN - 507 1st St NW

Fresh tacos and sides plus 'Raspados'—an elevated shaved ice drink with fruit and herb flavors

AUSTIN VFW POST 1216 - 300 4th Ave NE

Supporting veterans and the community since 1928.

B&J BAR & GRILL ★ - 114 4th Ave NE

Burgers to beat the band at this friendly bar and grill. Try the Skippy peanut butter burger!

THE BAKERY LOUNGE ★ - 113 2nd Ave NE

Cocktails and conversation in this recently renovated establishment.

COFFEEHOUSE ON MAIN - 329 Main St N

Wraps, paninis and salads; scones, cookies and treats plus any coffee or tea drink you crave.

CUATRO COPAS ★ - 324 Main St N

Expect the best soundtrack in Austin nightlife including DJs and live music.

DUSTY'S ★ - 422 Main St N

An eclectic menu of gourmet wieners and flat breads to compliment their signature cocktails.

EL MARIACHI - Main St S

All your Tex-Mex favorites like burritos, fajitas, quesadillas and margaritas.

GEORGE'S PIZZA - 209 Main St S

Crispy thin-crust pizza in a no-frills hometown environment.

GRAVITY STORM ★ - 309 Main St N

Friendly atmosphere, ice cold beer and brew-loving friends.

PIGGY BLUES BBQ ★ - 323 Main St N

Moist and juicy smoked meats: brisket, pork, turkey, ribs. You can't go wrong!

STEVE'S PIZZA - 421 Main St N

An Austin institution—try the Mama Mia pizza.

THE TENDERMAID - 217 4th Ave NE

Known around the region for loose-meat beef sandwiches and hand-made ice cream shakes.

TIENDA Y TAQUERIA GUERRERO - 301 4th Ave NE

A Mexican grocery with authentic tacos to go or eat in.

RESOLUTION NO.

ACCEPTING DONATIONS TO THE CITY OF AUSTIN

WHEREAS, the City has received gift as follows:

Gift	Donor	For
\$500	Belita Schindler	Bike Club
\$500	Liesl Schindler	Bike Club
\$5,780.03	Austin Area Foundation/ P. Worlein Trust	Worlein Park Maintenance

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

Passed by a vote of yeas and nays this 1st day of August, 2022.

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

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: Dustin & Crystal Dennison
1203 11th Ave NW, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 1203 11th Ave NW, Dennison Property

Date: July 29, 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 1203 11th Ave 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**

July 29, 2022

Dustin & Crystal Dennison
1203 11th Ave NW
Austin, MN 55912

RE: Zoning Violations at 1203 11th Ave NW, 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 July 27, 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



TIME STAMP



July 27, 2022
9:32 AM

1203 11th Ave NW

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: Lindsay Leif
27766 US Hwy 218, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 1106 4th Ave NW, Leif Property

Date: July 29, 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 1106 4th Ave 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

July 14th, 2022

Lindsay Leif
27766 US HWY 218
Austin, MN 55912

RE: Zoning Violations at 1106 4th Ave NW Austin, MN 55912

Dear Lindsay:

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 July 14th, 2022 at this site and the following issues need to be resolved:

Remove all junk from property

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

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

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

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

B. Public nuisances affecting health

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

D. Public nuisances affecting peace and safety.

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

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

NOTICE AND ABATEMENT.

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

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

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

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

City Code Section 10.14, Subd. 5:

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

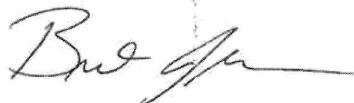
City Code Section 10.14, Subd. 6:

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

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

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

Sincerely,



Brent Johnson
Zoning Inspector





July 27, 2022
9:37 AM

1106

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, PE
Date: July 28, 2022
Subject: Bid Award – 24th Street SW Drain Tile Improvements
 CP 21306

The City of Austin received bids for drain tile improvements on 24th St SW between 15th Ave and 16th Ave SW. Work will consist of 12" drain tile installation, culvert replacement, ditch grading and restoration.

We solicited bids from three contractors. The bid results are summarized below.

Contractor	Bid Amount
Hansen Hauling & Excavating	\$39,805.00
Jensen Excavating & Trucking	No Bid Submitted
SJ Iverson Construction	No Bid Submitted
Engineer's Estimate	\$58,800.00

Only one bid was received due to the other contractors already having a full work schedule for the remainder of the year.

We recommend that the City Council award the project to Hansen Hauling & Excavating. The project will be funded by the Capital Improvement Fund. If you have any questions, please contact me.

Fund 49 – Capital Improvement Fund \$ 39,805.00

RESOLUTION NO.

AWARDING BID FOR 24TH STREET SW DRAIN TILE IMPROVEMENTS

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

24th Street SW Drain Tile Improvements

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

<u>Contractor</u>	<u>Bid</u>
Hansen Hauling & Excavating, Inc.	\$39,805.00
Jensen Excavating & Trucking	No bid
SJ Iverson Construction	No bid
Engineer's Estimate	\$70,375.00

AND, WHEREAS, it appears Hansen Hauling & Excavating, Inc. is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Austin, Minnesota that the base bid of Hansen Hauling & Excavating. is hereby accepted and the Mayor and City Recorder are hereby authorized and directed to enter into the standard city contract with Hansen Hauling & Excavating in the name of the City of Austin for the following:

24th Street SW Drain Tile Improvements

Passed by a vote of yeas and nays this 1st day of August, 2022.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder