

A G E N D A
CITY COUNCIL MEETING
MONDAY, JUNE 5, 2023
5:30 P.M.
COUNCIL CHAMBERS

Call to Order.

Pledge of Allegiance.

Roll Call.

(mot) 1. Adoption of Agenda.

(mot) 2. Approving minutes from May 15, 2023.

3. Recognitions and Awards.

 Mayor for the Day – Judith Villar

 Retirement – Werhner Schlichter – May 21, 1984 – May 29, 2023 at the WWTP

 Discover Austin update – Nancy Schnable

 DCA Strategic Plan – John Garry

(mot) 4. *Consent Agenda

Licenses:

 Commercial Hauler: Redcan, LLC, Osage

 Exempt Gambling (bingo): Mower County Veteran's Council on July 3-4, 2023

 Exempt Gambling (bingo): United Way of Mower County on August 11, 2023

 Lodging Establishment: Alicia Harrison, 1813 2nd Ave SW

 Massage Establishment: Apolo's Serenity Massage, 111 N. Main St., Suite A14

 Massage Therapist: Katy Clark, 329 North Main Street, Suite 203

 Massage Therapist: Mu Kue, 1203 Birch Hill Drive, Albert Lea

 Mobile Business: Casper's Friendly Food Truck & Mr. Taco, Albert Lea

 Mobile Business: Aces Ice Cream, Rose Creek

 Mobile Business: Mimi's Cones, 1208 10th Avenue SW

 Outside Liquor Sales: Eagles on Wednesdays from June 7 – August 30, 2023

 Outside Liquor Sales: Eagles on June 30, 2023

 Residential Hauler: Redcan, LLC, Osage

 Right of Way Contractor: QualTek Wireless, LLC, Blue Bell, PA

 Sign Installer: Signminds, Inc., Minneapolis

 Temporary Liquor: Angry Hog Brewery on July 15, 2023

 Temporary Liquor: Austin Area Chamber of Commerce on July 18, 2023

 Temporary Liquor: Austin Area Commission for the Arts on August 26, 2023

 Temporary Liquor: Austin Area Commission for the Arts on July 25, 2023

 Temporary Liquor: Pacelli Catholic Schools on June 16, 2023

 Temporary Liquor: VFW Post 1216 on July 3 & 4, 2023

Claims:

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

Event Applications:

- 4th Avenue Fest on June 7, 2023
- 4th of July Street Dance on June 30, 2023
- Eagles Car Show – Wednesdays from June 7 – August 30, 2023

PUBLIC HEARINGS:

- 5. Reviewing a tax abatement application from Elite Choice Builders.
 - a. Approval or denial of abatement.

PETITIONS AND REQUESTS:

- (res) 6. Approving the 2022 audit report. <https://www.ci.austin.mn.us/Administration/pdf/2022ACFR.pdf>
- 7. Reviewing a proposed ordinance for the first amendment to the natural gas supply agreement between Minnesota Municipal Gas Agency and Austin Utilities.
 - (mot) a. For preparation of the ordinance.
 - (ord) b. For adoption of the ordinance.
- (res) 8. Approving a contract with MnDOT Aeronautics for operations and maintenance at the Airport.
- (res) 9. Approving a contract with SEH for planning and environmental work for the automated weather observation system at the Austin Municipal Airport.
- 10. Reviewing an ordinance for adopting a letter of map revision approved by the Federal Emergency Management Agency.
 - (mot) a. For preparation of the ordinance.
 - (ord) b. For adoption and publication of the ordinance.
- (mot) 11. Reviewing a request for \$1,000 of 2023 contingency for conversation benches.
 - a. Approve or deny funding request.
- (res) 12. Accepting donations to the City of Austin.
- (res) 13. Approving the third amendment to lease with the Department of Public Safety.
- (res) 14. Approving budget adjustment number three.
- (res) 15. Approving a limited use permit for a community welcome sign.
- (res) 16. Approving a contract with SEH, Inc. for the development of the Downtown Stormwater Resilience Plan.
- (res) 17. Approving a patio liquor service area for the Bicabut, Inc. dba Bakery II Lounge/the Downtown Grill.

18. 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. 1010 11th Avenue SW, Johnson Property.
 - (mot) b. 1004 11th Avenue SW, Shawback Property.
 - (mot) c. 811 7th Avenue SW, Soe Property.
 - (mot) d. 1007 11th Street NW, Telles Property.
 - (mot) e. 911 13th Avenue NE, Walker Property.
19. Discussion of sidewalks on 5th Avenue, 6th Avenue and 20th Street NW.
 - (mot) a. Council action based on discussion.

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator

City Council

- (mot) Adjourn to **Tuesday, June 20, 2023** 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
May 15, 2023
5:30 PM
Council Chambers

MEMBERS PRESENT: Mayor King. Council Members Paul Fischer, Laura Helle, Jason Baskin, 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, Human Resources Director Trish Wiechmann, Public Works Director Steven Lang, Fire Chief Jim McCoy, Planning and Zoning Administrator Holly Wallace, Park and Rec Director Dave Merrill, City Attorney Craig Byram, and Library Director Julie Clinefelter

APPEARING IN PERSON: Austin Daily Herald, Molly Lanke, Jeff Strickler, Jerry McCarthy, Suzanne McCarthy

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

Moved by Council Member Baker, seconded by Council Member Baskin, approving the agenda with the removal of number 17. Carried.

Moved by Council Member Baker, seconded by Council Member Postma, approving Council minutes from May 1, 2023. Carried.

AWARDS AND RECOGNITIONS

Mayor King recognized Jerry McCarthy and his service to the Austin Port Authority since 1996. Mr. McCarthy stated it was an honor to serve on the Port Authority board.

Molly Lanke and Major Jeff Strickler provided an update on the Hometown Food Security project.

Mayor King read a proclamation declaring May 26 and 27, 2023 Buddy Poppy Days for the Veteran of Foreign Wars.

CONSENT AGENDA

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

Licenses:

Cigarette: Austin Tobacco & Vape, 103 North Main Street
Edible Cannabinoid: Austin Tobacco & Vape, 103 North Main Street
Exempt Gambling: United Catholic Schools Foundation on June 16, 2023
Food: Hot off the Press Comics and Coffee, 508 1st Drive NW
Massage Therapist: Autumn Beckett, 300 1st Avenue NE, Apt 327
Massage Therapist: Taylor Hinrichs, 1104 West Oakland Ave
Massage Therapist: Megan Grabau, 311 6th Street SW
Massage Therapist: Darci Gau, 108 S. Harrison Street, Winnebago
Mobile Business: Carpenter Coffee Company, 24372 680th Avenue, Alden
Tree Service: Rock Creek Tree & Stump Removal, 1603 10th Drive SE

Claims:

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

Event Applications:

Share the Heat 5K and 1 Mile Run/Walk on September 30, 2023
Summer Dance Party with the Cherry Pickers on June 24, 2023

Carried 6-0 with Council Member Helle abstaining.

PETITIONS AND REQUESTS

Administrative Services Director Tom Dankert reviewed the interfund loan agreements for TIF District #17. He stated the Council approved the TIF District financing plan at the May 1, 2023 meeting and the next step is to approve two resolutions to set forth how the tax increments will be retained by the City. The first interfund loan is for \$615,000 at a 1% interest rate. The second loan would be for up to \$587,749 of potential TIF if the market value of the property increases over time.

Moved by Council Member Baker, seconded by Council Member Baskin, adopting a resolution approving interfund loan agreement up to \$615,000 at 1% simple interest. Carried 7-0.

Moved by Council Member-at-Large Austin, seconded by Council Member Baker, adopting a resolution approving interfund loan agreement up to \$587,749. Carried 7-0.

City Administrator Craig Clark stated the City's Local Option Sales Tax (LOST) was originally enacted for flood control measures and it scheduled to expire in the coming years. The City would like to utilize the sales tax money for other projects. He stated the University of Minnesota Extension Service can perform a lost analysis to determine the allocation of local residents versus visitors that are paying the sales tax. The analysis of the data would begin in June with completion by July. This would help the City to make an informed decision as to the renewal of the sales tax. The proposed amount of the study is \$3,000.

Moved by Council Member Baskin, seconded by Council Member-at-Large Austin, adopting a resolution approving a contract with the University of Minnesota for a LOST study. Carried 7-0.

City Administrator Craig Clark requested the Council approve the proposed rules of procedure and code of conduct.

Moved by Council Member Baker, seconded by Council Member Fischer, adopting rules of procedure and code of conduct for the City Council. Carried.

Public Works Director Steven Lang stated in 2013, DNR and FEMA developed new floodplain maps for the City of Austin. These maps added six new properties in the Wildwood Park area to the flood plain. He stated the engineering department has been working with MnDOT for the bridge replacement in the area and there appears to be an irregularity in the surface water elevations in the Wildwood area. He stated the elevation rapid changes are uncommon and require additional evaluation.

A letter of map revision would cost approximately \$150,000 and could be funded using local option sales tax. He stated this process has the potential to remove some of the structures from the flood plain area thereby reducing property acquisition costs. He recommended approval of the contract with SEH, Inc.

Moved by Council Member Baker, seconded by Council Member Baskin, adopting a resolution approving a contract with SEH for a Wildwood Park letter of map revision. Carried 7-0.

Public Works Director Steven Lang stated the City is planning the Waste Water Treatment Plant Expansion and Phosphorus Reduction project and is receiving multiple sources of funding including a PFA loan, water infrastructure funding grant and a point source implementation grant. The funding sources require the City to approve and record a Real Property Declaration which states the City owns the property on which the improvements are made; the property cannot be sold, mortgaged or encumbered without the Commissioner of MMB's approval; and the restrictions shall remain with the property for 125% of the useful life of the project. He requested the Council approve the declaration.

Council Member Postma asked about the footprint of the new buildings for the project.

Public Works Director Steven Lang stated the majority of the work will be completed within the waste water treatment plant fence. He stated there will be one vehicle storage building added outside of the perimeter of the fence.

Moved by Council Member Baker, seconded by Council Member Fischer, adopting a resolution approving a waste water treatment plant real property declaration. Carried 7-0.

Public Works Director Steven Lang requested the Council approve an individual control mechanism agreement for Austin Tank Wash. The agreement details the limitations,

conditions and requirements for sanitary sewer discharges. He stated this agreement would be through December 31, 2026.

Moved by Council Member Fischer, seconded by Council Member Baker, adopting a resolution approving an individual control mechanism agreement with Austin Tank Wash. Carried 7-0.

Moved by Council Member Baker, seconded by Council Member Fischer, adopting a resolution accepting donations to the City of Austin. Carried 7-0.

Planning and Zoning Administrator Holly Wallace requested the Council annex a property on 10th Drive SE located in Austin Township for connection to the City sanitary sewer. The property is a multi-unit property. Austin Township will also review the annexation agreement.

Moved by Council Member Fischer, seconded by Council Member Postma, adopting a resolution approving an annexation agreement with Austin Township. Carried 7-0.

Planning and Zoning Administrator Holly Wallace reviewed a fence appeal from Heather Knutson for a six-foot privacy fence installed on the property line of a rear side yard. The property is located on a corner lot and the City ordinance requires a 12.5 foot setback. The Planning Commission reviewed the matter at their May 9, 2023 meeting and recommended approval by a 6-0 vote.

Moved by Council Member Baker, seconded by Council Member Postma, approving a fence appeal from Heather Knutson. Carried.

Planning and Zoning Administrator Holly Wallace reviewed a variance request from Brian Bakken. Mr. Bakken is requesting a variance from the limitation of all accessory structures to 1,800 square feet for properties over one acre in size. He has requested a 240 square foot addition to one of his detached garages. With the proposed addition the lot coverage would be approximately 7%. The Planning Commission reviewed the matter at their May 9, 2023 meeting and recommended approval by a 6-0 vote.

Moved by Council Member Baker, seconded by Council Member Baskin, approving a variance request from Brian Bakken. Carried.

Planning and Zoning Administrator Holly Wallace reviewed a variance request from Thomas and Lisa Dunlop. Mr. and Mrs. Dunlop are requesting a variance from the setback requirement. They are proposing to build an addition on their existing garage which would be within .5 feet of the lot line. Commission reviewed the matter at their May 9, 2023 meeting and recommended approval by a 6-0 vote.

Moved by Council Member Fischer, seconded by Council Member Baskin, approving a variance request from Thomas and Lisa Dunlop. Carried.

Planning and Zoning Administrator Holly Wallace requested the Council approve a notice of

intent to annex a portion of Interstate 90. The notice is mailed to Austin Township and the Municipal Boundary Adjustment Board.

Moved by Council Member Baker, seconded by Council Member Baskin, approving a notice of intent for annexation. Carried 7-0.

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 1509 8th Avenue NW, Dutcher Property. Carried.

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 1001 23rd Avenue SW, Gustafson 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 808 1st Avenue NW, Gallardo Property. Carried.

CITIZENS ADDRESSING THE COUNCIL

Elaine Hansen thanked the City for its support of Leadership Austin and the upcoming 4th of July parade.

HONORARY COUNCIL MEMBER COMMENTS

Honorary Council Member Denver Ritz appreciated the food insecurity presentation. He noted the Taste of Nations is the upcoming weekend.

REPORTS

City Administrator Craig Clark stated the legislature is still working and hope to have adjournment by May 18th.

Public Works Director Steven Lang stated the electronics recycling event the prior weekend was a success.

Council Member Helle stated there will be an Emerald Ash Borer meeting on May 16th at 6:00 p.m. at IJ Holton school. She encouraged residents to submit a survey on the parks master plan.

Council Member Mike Postma thanked the Common Chords orchestra for playing in Austin. He noted there have been many groundbreakings for new development in town.

Council Member Geoff Baker noted the State of MN is proposing to increase taxes when there is a state surplus. He stated the Mower County CEO trade show is Wednesday, May 17th from 4-7 p.m.

Council Member-at-Large Austin stated the Library construction is scheduled to be completed in June.

Council Member Baskin spoke in support of the Mower County CEO program and he thanked the Park and Rec department for their work in the parks.

Mayor King thanked the Council for their work in the community.

Moved by Council Member-at-Large Austin, seconded by Council Member Poshusta, adjourning the meeting to June 5, 2023. Carried.

Adjourned: 6:29 p.m.

Approved: June 5, 2023

Mayor: _____

City Recorder: _____

AustinMN.com

#VisitAustinMN

2022

A large, colorful statue of a cow's head and neck, mounted on a wooden post, set against a bright blue sky. The cow is painted with white and brown spots, resembling a Holstein. The statue is positioned on a grassy area with some trees in the background.

A large, colorful statue of a cow's head and neck, mounted on a wooden post, set against a bright blue sky. The cow is painted with white and brown spots, resembling a Holstein. The statue is positioned in the foreground, with a bright blue sky and some greenery visible in the background.

SPAM MUSEUM

A paved path leads through a lush green forest, framed by a white circular border. The path is flanked by tall trees and dense foliage. In the foreground, a person is sitting on a bench on the left side of the path. The overall scene is a natural, outdoor setting.

**301 NORTH MAIN STREET, SUITE 101 • AUSTIN, MINNESOTA
507-437-4563 • WWW.AUSTINMN.COM**

NOTES FROM THE EXECUTIVE DIRECTOR

**"PAST IS EXPERIENCE
PRESENT IS EXPERIMENT
FUTURE IS EXPECTATION
USE EXPERIENCE IN EXPERIMENTS
TO ACHIEVE EXPECTATIONS"**



TELLING THE AUSTIN STORY

As we concluded 2021, Discover Austin, MN was doing top speed and making the magic happen with significant impact!!

We had put nearly 8k miles on "Petunia" our pink promoting pig and after only 7 months she was a very well-known showstopper. The request for her presence at events continued to be in high demand, so we rolled into 2022 with petunia squealing around the Midwest.

Petunia attended Pork Power in Minnesota, Bacon Bash in Wisconsin, Ragbri in Iowa, Midwest Old Threshers in Illinois, A day at

the Mall of America, Memorial Day was spent in Bacon Capitol USA, then completing radio interviews and visiting SDSU students in South Dakota, participating in the Princeton parade, partied in Strawberry Point and visited Herman the German during the 40th Anniversary of Octoberfest and exchanging museum moments at the Terry Redlin Museum in Watertown, South Dakota.



Nancy Schnable
Discover Austin, MN
Executive Director



EXCITING CHANGES IN 2022

**"THE ONLY CONSTANT
IN LIFE IS CHANGE"**
-HERALITUS

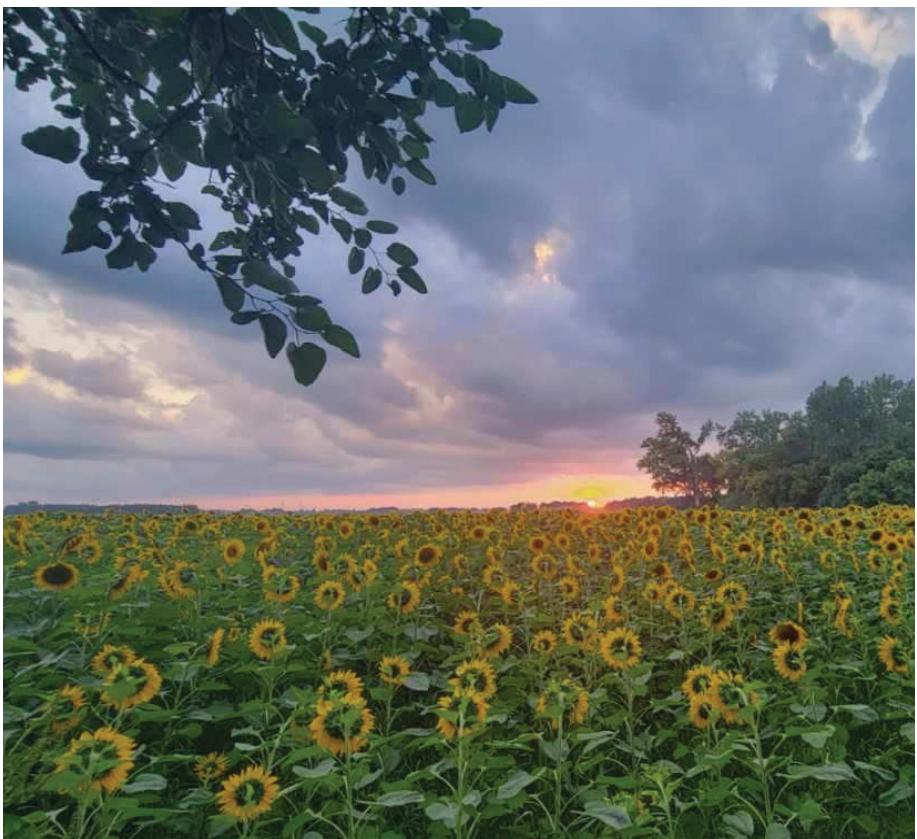
Austin had a very robust statue tour already designed and in 2022 we added The Big Fork – A sculpture graces the front lawn of the global headquarters of Hormel Foods, leaving no question as to the mission of the company. Standing at 25 feet tall, it is fashioned from nearly 20,000 forks. Designed and welded by Gordon Huether. A true tribute to the Austin story.

To complement this statue a celebration of the Power of Food, People and Purpose was performed by Phillips Phillips. Other celebrations in 2022 include: Life Mower County 70th Anniversary, SPAM® 85th Birthday, Hormel Institute 80th Anniversary.



MORE EXCITING COMMUNITY CHANGES:

- KSMQ 50th Anniversary and new KSMQ building downtown
- Opening of Nu-Tek BioSciences in business park
- Austin Villa FC formed, Austin's Hometown Soccer Team
- Cotter Sunflower Fields opened to public – welcoming thousands of people in first few weeks
- Bird Scooters debut in Austin community



IT ALL STARTS WITH A VISIT

"IF YOU BUILD A PLACE WHERE PEOPLE WANT TO LIVE, YOU'LL BUILD A PLACE WHERE PEOPLE WANT TO WORK."

"IF YOU BUILD A PLACE WHERE PEOPLE WANT TO WORK, YOU BUILD A PLACE WHERE BUSINESS NEEDS TO BE."

"IF YOU BUILD A PLACE WHERE BUSINESS HAS TO BE, YOU'LL BUILD A PLACE WHERE PEOPLE HAVE TO VISIT."

-MAURA GAST

IN 2022 AUSTIN...

- Welcomed "A League of Their Own" Megan Cavanagh, who played Marla Hooch in the iconic film, to The Hormel Institute. Megan is a breast cancer survivor, and she was so excited to learn about all of the amazing research happening at the Institute!
- Offered a photo opportunity for Sturgis Rally Bikers along I-90
- Welcomed special guest, Thom Petersen, Commissioner – MN Department of Agriculture, to our Austin area information booth at the North American Farm and Power Show to enjoy some SPAM® cookies.
- Hosted the English Springer Spaniel National Championship, 35th Annual MN State Roadeo, MN State Fire/EMS/Rescue School, and North Central Highland Cattle Show.
- Welcomed 45 Embassy officials specializing in Food and Agriculture visited The Hormel Institute to learn about our cancer and biomedical research. The officials are based in Washington DC and represent 26 countries. Other stops in Austin included Hormel Foods Research and Development Innovation Center and the SPAM® Museum.
- Welcomed the Minnesota Gophers Men's Hockey Team



DISCOVER AUSTIN, MN STAFF

"OUR GOALS CAN ONLY BE REACHED THROUGH A VEHICLE OF A PLAN, IN WHICH WE MUST FERVENTLY BELIEVE, AND UPON WHICH WE MUST VIGOROUSLY ACT."

— PABLO PICASSO



As we continued to work our way towards the end of the pandemic and find our new normal, a new Tourism Recovery Sales Manager staff position was created in the Discover Austin, MN office. In early 2022 we hired Sara Wilson to assist with tourism recovery and support Discover Austin, MN with success and stainability going into the future.

As a new position, Sara has met and exceeded all expectations. She has set up a foundation to promote and bring awareness to our facilities by creating videos and brochures. Please check out the videos on the Discover Austin, MN

With a goal of creating a positive economic impact for the Austin community the following groups have been secured to make Austin a destination:

- Minnesota Disabled American Veterans – Fall '23
- Minnesota RC Raceway Association – May '23
- Republican Congressional First District Convention – April '23
- American Junior Golf Association – July '23, June '24, June '25
- MN Deer Farmers Association – March '23
- MN Newspaper Association – June '24
- MN Square Dance Federation – June '23
- United Snowmobilers Association – October '22

YouTube Channel. These videos have served as great marketing tools for planners considering coming to Austin, MN.

Sara has determined areas of opportunity for local organizations to partner and work together to improve the experiences for visitors.

A special THANK YOU goes out to the Discover Austin, MN board of directors, staff and volunteers for going above and beyond to keep going top speed and making the magic happen with significant impact as Executive Director, Nancy Schnable welcomed a baby boy to the Schnable Family and the newest member of the Discover Austin, MN fan club in June 2022.

The Dream Team was completed in September 2022 when Mary Thury joined Discover Austin, MN as Office Manager. Mary and her husband moved to Austin from Southern Iowa, because it all started with a visit.

In November of 2022 Austin's Shining Star award was presented to Executive Director Nancy Schnable for guiding the promotion of Austin for nearly 10 years. Read more at <https://www.austindailyherald.com/2022/11/women-in-business-showing-off-austins-shining-star/>



MINNESOTA

m TOURISM MATTERS



tourismmatters.org

EXPLORE **m** MINNESOTA

Illustration by: 



exploreminnesota.com/bestof



LEISURE AND HOSPITALITY INDUSTRY

2021 Tourism Facts by County

County	Gross Sales	State Sales Tax	Private Sector Employment
MINNEAPOLIS-ST. PAUL AREA			
Anoka	\$699,620,740	\$45,871,201	11,859
Carver	\$231,626,587	\$15,109,126	4,020
Chisago	\$85,661,387	\$5,535,937	1,552
Dakota	\$1,044,857,047	\$68,016,805	16,586
Hennepin	\$4,652,444,144	\$296,020,355	63,522
Isanti	\$51,550,896	\$3,493,568	1,043
Ramsey	\$2,239,027,880	\$142,660,942	23,284
Scott	\$440,481,650	\$24,865,606	5,767
Washington	\$657,512,771	\$43,355,355	10,794
Wright	\$242,006,699	\$15,882,819	4,661
Region Total	\$10,344,789,801	\$660,811,714	143,088
NORTHEAST REGION			
Carlton	\$68,132,855	\$4,446,872	1,022
Cook	\$86,995,490	\$5,727,017	805
Itasca	\$94,196,313	\$5,998,496	1,437
Kanabec	\$20,486,556	\$1,396,721	329
Koochiching	\$37,229,177	\$2,394,424	579
Lake	\$48,169,050	\$3,133,447	733
Pine	\$65,852,053	\$3,582,564	957
St. Louis	\$599,485,092	\$39,349,710	9,950
Region Total	\$1,020,546,586	\$66,029,251	15,812
SOUTHERN REGION			
Big Stone	\$6,661,491	\$484,329	110
Blue Earth	\$214,942,891	\$13,835,498	4,002
Brown	\$43,889,085	\$2,866,216	1,063
Chippewa	\$18,229,157	\$1,253,734	352
Cottonwood	\$14,646,338	\$969,489	333
Dodge	\$12,821,999	\$884,319	407
Faribault	\$10,885,051	\$707,787	245
Fillmore	\$23,395,749	\$1,630,999	552
Freeborn	\$50,266,946	\$3,350,708	1,066
Goodhue	\$104,886,646	\$6,314,088	1,886
Houston	\$17,284,427	\$1,084,359	368
Jackson	\$11,239,333	\$744,303	232
Lac qui Parle	\$6,004,901	\$433,017	100
Le Sueur	\$36,931,706	\$2,289,960	508
Lincoln	\$5,007,063	\$336,279	94
Lyon	\$61,727,111	\$3,999,167	985
Martin	\$45,869,140	\$3,029,170	795
Mower	\$59,979,242	\$3,925,455	1,064
Murray	\$7,635,659	\$532,946	139
Nicollet	\$42,127,978	\$2,867,768	914
Nobles	\$33,702,823	\$2,299,144	642
Olmsted	\$495,733,277	\$32,225,110	8,351
Pipestone	\$11,832,603	\$823,554	273
Redwood	\$23,565,911	\$1,627,501	355
Renville	\$10,761,705	\$758,822	227
Rice	\$133,148,835	\$7,670,422	2,162
Rock	\$11,718,941	\$814,385	205
Sibley	\$10,122,133	\$710,197	204
Steele	\$72,880,398	\$4,876,697	1,422
Swift	\$9,765,684	\$681,464	217
Traverse	\$1,961,858	\$134,858	NA
Wabasha	\$32,110,352	\$2,174,501	585
Waseca	\$21,580,591	\$1,428,838	418
Watonwan	\$8,953,452	\$602,555	244
Winona	\$100,818,866	\$6,301,921	2,180
Yellow Medicine	\$15,797,962	\$635,734	227
Region Total	\$1,788,887,304	\$115,305,294	39,927

County	Gross Sales	State Sales Tax	Private Sector Employment
CENTRAL REGION			
Aitkin	\$30,472,194	\$2,116,498	603
Benton	\$59,915,608	\$3,923,264	1,123
Crow Wing	\$303,097,741	\$18,483,949	4,104
Douglas	\$113,330,756	\$7,511,520	2,070
Grant	\$3,591,415	\$232,508	NA
Kandiyohi	\$109,362,283	\$6,957,638	1,692
McLeod	\$53,158,951	\$3,585,601	1,095
Meeker	\$19,022,741	\$1,321,326	426
Mille Lacs	\$65,897,473	\$3,807,973	911
Morrison	\$54,407,054	\$3,701,107	1,009
Otter Tail	\$116,958,752	\$7,661,269	1,986
Pepe	\$18,924,492	\$1,288,046	320
Sherburne	\$132,996,572	\$8,716,541	2,384
Stearns	\$354,069,575	\$23,285,537	6,236
Stevens	\$13,331,176	\$901,545	329
Todd	\$22,421,131	\$1,516,674	398
Wadena	\$23,093,510	\$1,326,680	353
Region Total	\$1,494,051,424	\$96,337,676	25,039
NORTHWEST REGION			
Becker	\$87,546,396	\$5,742,995	1,647
Beltrami	\$160,574,220	\$8,407,473	2,080
Cass	\$146,855,689	\$9,341,606	1,755
Clay	\$90,487,341	\$5,990,307	1,786
Clearwater	\$7,387,875	\$518,309	154
Hubbard	\$46,636,878	\$3,195,475	817
Kittson	\$2,718,201	\$175,460	42
Lake of the Woods	\$51,956,780	\$2,613,272	504
Mahnomen	\$13,022,808	\$888,027	101
Marshall	\$5,438,526	\$403,377	102
Norman	\$3,575,991	\$243,108	62
Pennington	\$32,391,166	\$2,177,838	530
Polk	\$51,824,714	\$3,279,033	853
Red Lake	\$2,560,469	\$193,630	94
Roseau	\$24,850,825	\$1,563,929	398
Wilkin	\$3,819,401	\$283,819	64
Region Total	\$731,547,280	\$45,017,658	10,989
MINNESOTA TOTAL	\$15,673,137,825	\$997,616,138	228,860

WHY TOURISM MATTERS TO MINNESOTA

DAILY SALES IMPACT

\$43 million in average daily sales at Minnesota leisure and hospitality businesses (2021)

BENEFITS ALL MINNESOTANS

Tourism spending saves each Minnesota household **\$625** per year in taxes (2017)

CREATES JOBS

Minnesota tourism accounted for **9.5%** of private-sector employment and **\$5.9 billion** in wages (2022)



Scan to receive more county data or visit tourismmatters.org

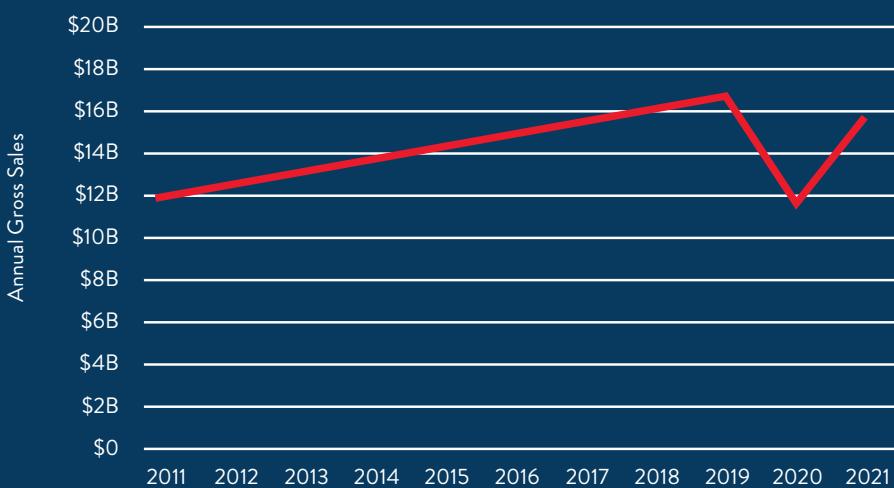
Notes: State total does not equal the sum of counties or regions because some of the data is withheld to avoid disclosure of individual businesses; and some state level data is for businesses located outside of Minnesota.

Source: Minnesota Department of Revenue and U.S. Bureau of Labor Statistics Quarterly Census of Employment and Wages (QCEW), Longwoods 2021 Visitor Volume Study, Tourism Economics 2017 Economic Impact Study

TOURISM IS A VITAL PART OF MINNESOTA'S ECONOMY

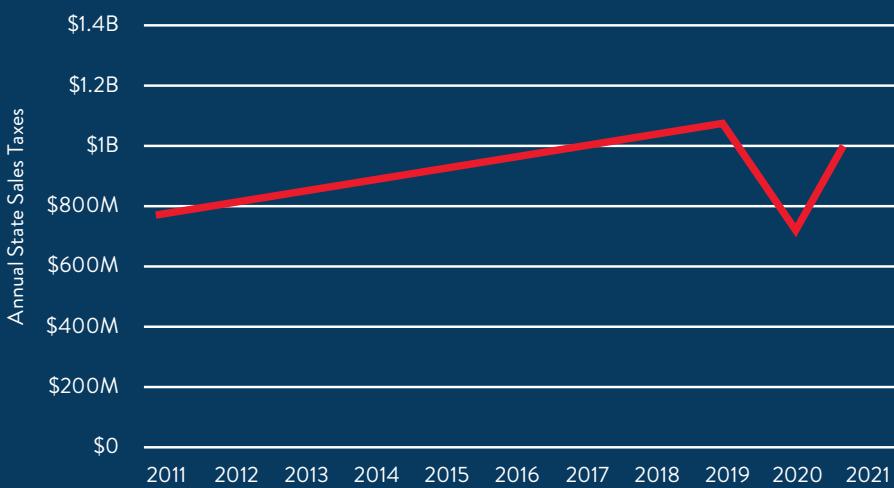
Minnesota L&H Industry Gross Sales Trend

Source: Minnesota Department of Revenue



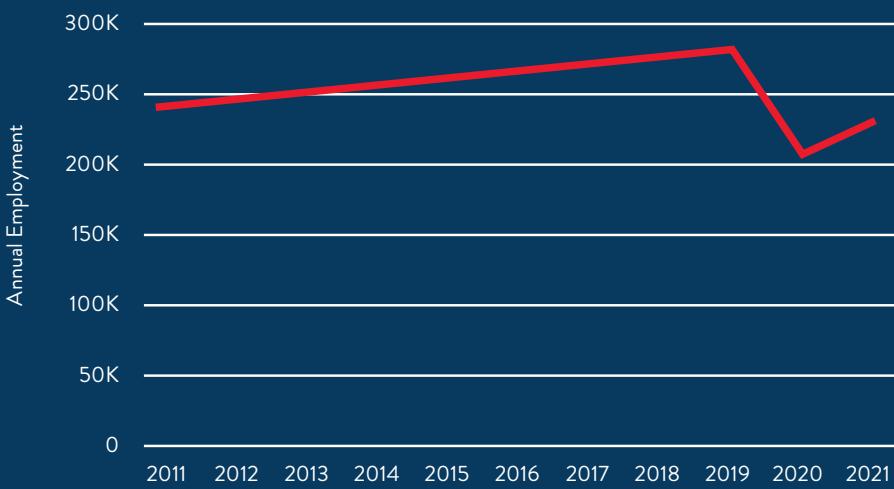
Minnesota L&H Industry State Sales Tax Trend

Source: Minnesota Department of Revenue



Minnesota L&H Employment Trend

Source: U.S. Bureau of Labor Statistics QCEW



2022 BOARD OF DIRECTORS



Mike Ankeny
Chair
Mower County Commissioner
& Ankeny's MiniMart



Randy Forster
Vice Chair
Mower County Historical Society
& Summerset Theatre



Chelsey Lustig
Secretary
The Hormel Institute



Larry Powell
Treasurer &
Hotel Representative
AmericInn



Savile Lord
Member at Large
SPAM® Museum



Liz Kellner
Member at Large
Nexus Gerard



Wendy Anderson
Member at Large
Launch



Ryan Mayers
Member at Large
Austin Public Schools



Dave Merrill
Austin Park & Rec Representative



Elaine Hansen
Austin Area Chamber of
Commerce Representative



Mike Postma
City Council Representative



MISSION STATEMENT

Discover Austin, Minnesota promotes tourism for the Austin Area to enhance the economy of the community

301 NORTH MAIN STREET, SUITE 101
AUSTIN, MINNESOTA • 507-437-4563
WWW.AUSTINMN.COM



Development Corporation of Austin

2022 ANNUAL REPORT



Beginning operations in fall of 2022, Nu-Tek BioSciences' new facility in Austin, MN, is the first dedicated, animal-free peptide and protein hydrolysate manufacturing facility in the United States. Image courtesy of Nu-Tek BioSciences.



Letter from the Chair: Great things happening here

Thank you DCA Members for your strong support of DCA's work on the economic growth and vitality of the Austin area. There are many great things happening here with DCA and the Community. Just a year ago at DCA's Annual Meeting, Dean Brian Buhr of the Univ. of Minnesota College of Food, Agriculture and Natural Resource Sciences gave an overview of the Future of Advanced Agriculture Research in Minnesota (FAARM) concept. Now with the announcement of purchase options on 750 acres in Mower County, the project is coming into focus. This will be a remarkable place for research, education and collaboration to build more sustainable farming techniques to adapt to climate change while feeding a growing population.

FAARM is just one example of what DCA is looking to build upon in its recently completed Strategic Plan. The Hormel Institute leadership celebrated 80 years of outstanding research as it looks ambitiously ahead to the next 80 years. Nu-Tek is up and running, thrilled with the quality of employees they've attracted to work in Austin and preparing for the possibility of future expansion. DCA is partnering with REVocity to boost community investment in impactful real estate projects. DCA is also poised to continue its close partnerships with the City of Austin, through Impact Austin, and with Mower County with the Business Succession Loan Program.

Thank you for the opportunity to serve as DCA Board Chair the past two years and I wish DCA and its members the very best in the year ahead.

Sincerely,

Dr. Adenuga Atewologun, President , Riverland Community College
DCA Board Chair



"Future of Advanced Agriculture Research in Minnesota is starting to take shape and can be a truly remarkable place for ground-breaking research as well as a powerful collaboration between public and private sectors."

Dr. Adenuga Atewologun

DCA moves forward on strategic priorities



DCA was established to further the economic development of Austin, MN and its vicinity. The purpose is very much the same now as it was envisioned in the mid-1980s, but strategies in economic development for places like Austin have evolved.

While DCA continues to “aid, assist and promote the growth, expansion and development of business concerns, including small-business concerns”, the local, regional and global economic landscape requires us to refresh our focus and priorities. To that end, our strategic plan embraces the need for a balanced approach — recruit new business that fits Austin, foster a strong entrepreneurial support system, make sure existing Austin-based businesses remain and grow here, and support quality of life initiatives to support a skilled, talented workforce.

This last area — involvement in quality of life strategies — came through clearly in conversations with members, partners and in scanning the economic development environment. Fortunately, the Austin area is exceptionally well-suited to make strides in this area. The greatest successes will come with aligned efforts of all our business, nonprofit and public partners and DCA is ready to play a key role in the work to be done.

Thanks for your support of DCA!

Sincerely,

John Garry, President & CEO
Development Corporation of Austin

Strategic Priorities



DCA & REVocity partner to form Austin Real Estate Fund

The Austin Real Estate Fund is an impact investment opportunity for people from the community including individuals, businesses, and non-profit organizations, with an investment portfolio to invest in their own backyard. It is a locally driven investment fund, focused on enhancing the community where people live, work and play.

Investments might include housing, commercial, hospitality, industrial, and downtown rehab with a variety of investment roles with other developers and property owners.

Fund Overview



Investment Goal

Invest in real estate projects in the Austin area that have a positive community impact and financial return



Locally Driven

Partner with local individuals & organizations such as banks, real estate & property professionals, construction firms, developers, & attorneys



Benefits of Investing

Direct ownership of diversified real estate portfolio in the community and be a part of a group of investors who are aligned on a mission that will provide a legacy for the area

Ownership Model Community General Partner (GP) / Limited Partner (LP) model. A community general partnership is formed to manage the Fund.

Pooled Capital Leveraged with local investors to be deployed on community-minded real estate projects to deliver meaningful financial returns.

Economic Driver Strengthening the tax base, promoting employment, providing goods and services, and stimulating business activities across the entire community.

Financial Goals and Fees

- Target Annualized Rate of Return: 8% to 12%
- Fund Duration: 7 to 10 Years
- Geographic Focus: Austin
- Capital Goal: \$3M to \$5M
- General Partner Investing Minimum of 5% of Capital Raised
- Minimum Investment: \$25,000 (No Maximum)
 - Open to Accredited Investors
- Fund Management Fees
 - 4.5% Initial Year
 - 2.5% Following Years



Nu-Tek BioSciences Celebrates Completion of its Austin Facility, August 26, 2022

Nu-Tek BioSciences Cuts Ribbon on State-of-the-Art Manufacturing Facility

AUSTIN, Minn., Sept. 13, 2022 / PRNewswire/ -- Nu-Tek Biosciences, an innovative manufacturer of industrial ingredients used in the development and manufacturing of pharmaceuticals, cut the ribbon on its built-for-purpose, state-of-the-art manufacturing facility last month.

The 60,000-ft facility is the first dedicated, animal-free peptone and protein hydrolysate manufacturing facility in the United States. The facility is expected to be fully operational in October and will employ around 35 people. Even more jobs will be created as Nu-Tek executes the next phases of the business. Because the new facility was built specifically for Nu-Tek's manufacturing capabilities, the plant design and engineering put safety measures in place that would be difficult to install in a legacy plant. This includes people flow, process flow, electronic record keeping, and cross-contamination prevention. Nu-Tek's

quality management system is ISO9001 certified. In addition, Nu-Tek has been able to incorporate extensive raw material tracking and testing to better understand final product performance.

After a competitive and extensive site-selection process, Nu-Tek decided on the City of Austin for the plant's location. Yezzi cites Austin's proximity to healthcare industry leaders, such as the Mayo Clinic Health System and the Hormel Institute, as major deciding factors for the location, as well as Austin's rich manufacturing history. Approximately 85% of the \$45 million project was completed by Minnesota companies, with Wisconsin-based JCW Development and WDS Construction also on the facility's design and build team. The facility sits on over nine acres, with more space available for future expansion.



Nu-Tek Numbers

\$45 million project

60,000 square feet

35 full-time jobs

\$27/hr. average wage

Austin's West Oakland Auto is awarded SBA Minority-owned business of the year

Excerpt, Article by Dee DePass April 18, 2023 Star Tribune

The U.S. Small Business Administration (SBA) named Jose Carrazco's Austin-based West Oakland Auto Repair shop the Minority-Owned Small Business of the Year in Minnesota.



Southern Minnesota Initiative Foundation (SMIF), Home Federal and the DCA all played a part as the business grew. SMIF stepped in with two rounds of loans, and as the small business grew and proved a reliable borrower, Home Federal Bank helped with a business loan for buying and renovating the property. Home Federal Bank used a government SBA 7(a) loan guarantee, a tool that helps banks make loans to emerging businesses without shouldering all of the risk.

Yet even with that, Carrazco said he "came up a little short" on renovation funds. So the Development Center of Austin (DCA) stepped up with \$20,000 for construction supplies.

With financing settled, Jose, two brothers and two employees went to work. They first gutted the building. Then they installed a roof, walls, floors and a first-class bathroom and waiting room, something Carrazco insisted would impress women customers. The new shop opened in 2017.

"They have grown from working in their yard to a rental space to owning their own building," SMIF lending director Marcia Haley said. "They are working the way we hope other businesses will grow."

"We are really proud of the team," Carrazco said, adding he's thankful just for steady work throughout the years. "Sometimes it gets so busy in here, I think, 'Oh my God, I don't know what I am going to do.' But we focus on what we can do today. One of the good things that customers see is the turnaround is super fast, as far as getting the car back. That's important."

DCA & County partner on resiliency grants

SBDC has record number of clients and client hours in 2022

With funding from Mower County, the Mower County Resiliency Grant program worked with 139 small businesses and nonprofits in Mower County on grants of up to \$5,000.

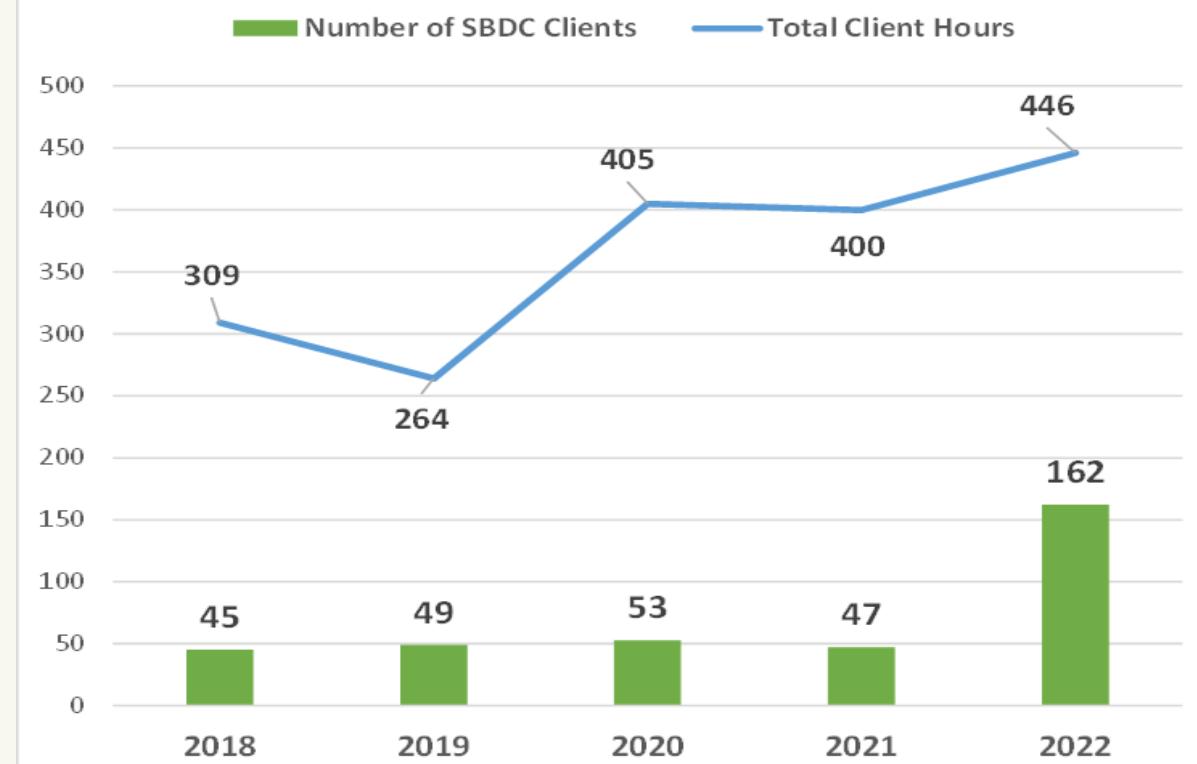
The purpose was to help organizations better withstand future economic shocks through investments like new equipment, improving online presence and transactions and reconfiguring retail spaces to protect works while having more efficient options for take out and pick up of orders.

Total allocations for the program came to \$700,000 grant dollars:

- \$350k for Businesses
- \$100k for Non-Profits
- \$250k for Travel, Tourism and Hospitality

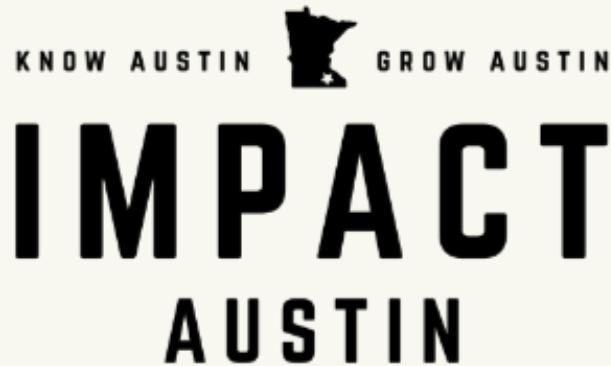
DCA's Small Business Development Center offers free, confidential consulting to help Mower County businesses. Commonly requested services include:

- Business formation
- Business planning
- Marketing guidance
- Loan application assistance
- Business succession planning



Impact Austin: Business, nonprofits, public sector work on strategic alignment

With strong support of the City of Austin and Hormel Foods Corporation, Impact Austin hired placemaking consultant, Velocity, to work on strategic priorities for quality-of-life initiatives in Austin, MN.



Impact Austin is a network of individuals and organizations dedicated to improving the community for those residing in, doing business in, and visiting Austin.

By collaborating closely with community partners in the government, non-profit and private market sectors, the goal is to ignite innovative and impactful actions, foster economic opportunity, promote resilient neighborhoods and support a thriving downtown.

DCA's strategic plan priorities fit well with the purpose of Impact Austin. DCA and Austin Community Charitable Fund will play a central role in supporting Impact Austin. This may include:

- Manage, support and coordinate Impact Austin activities.
- Support and facilitate Quality of Life Initiatives, such as housing, restaurant & hospitality development, parks & trails, etc.
- Promote and recruit businesses and individuals that expand and deepen the Quality of Life of Austin citizens.
- Attract and promote visitors and investors.
- Develop and maintain a robust web and social media presence.
- Manage and facilitate the Human Resource Task Force
- Support Mower County Comprehensive Planning Process
- Support City of Austin Comprehensive Plan and City Center Plan Development
- Manage and support the development of key catalytic projects that emerge from planning effort such as the Austin Community Real Estate Fund.

The Development Corporation of Austin (DCA) is a 501(c)(6) nonprofit organization. Revenue is from DCA members, public entities, lease revenue and grants. The Austin Community Charitable Fund (ACCF), a 501(c)(3) charitable organization, is a supporting organization of DCA. A portion of ACCF funds are restricted to Impact Austin activities and operations. Austin Community Growth Ventures (ACGV), a 501(c)(3), is a nonprofit organization to support ACCF. DCA, ACCF and ACGV are independently audited annually.





DCA Board of Directors *(as of Dec. 31, 2022)*



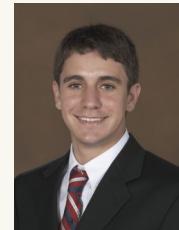
Adenuga Atewologun
Chair
 President
 Riverland
 Community College



Scott Fox
Vice Chair
 Owner
 Fox Electric



Tanya Medgaarden
Treasurer
 Principal
 CliftonLarsonAllen



John Hernandez
Secretary
 Brand Manager
 Hormel Foods Corp.



Nan Hanegraaf
Member
 Market Lead
 Bremer Bank



Steve Hovey
Member
 Attorney
 Hoversten, Johnson,
 Beckman & Hovey

DCA Board members

Geoff Baker, *Owner*, McFarland Truck Lines
 Jason Baskin, *Council member*, Austin City Council
 Dave Clasen, *Owner*, Clasen-Jordan Mortuary
 Gail Dennison, *Dtr., Development/PR*, The Hormel Institute
 Elaine Hansen, *Executive Director*, Austin Area Chamber of Commerce
 Chris Holt, *President/CEO*, Cooperative Response Center
 Nate Jansen, *President/CEO*, Quality Pork Processors
 Kristin Johnson, *Vice Chair-Administration*, Mayo Clinic Health System
 Shelley King, *Partner*, Baudler, Maus, Forman & King, LLC
 Jim Krueger, *President/CEO*, Freeborn-Mower Electric Cooperative
 Taggart Medgaarden, *Executive Director*, Austin HRA
 Mike Postma, *Area Manager*, Workforce Development Inc.
 Lance Pogones, *Owner*, Turtle Creek Construction and Games People Play
 Chad Sayles, *Director of Engineering*, Hormel Foods Corp.
 Geoff Smith, *President*, IBI Data
 Mike Tapp, *President*, Tecstra Systems
 Carter Wagner, *President*, The Joseph Company, Inc.

Austin Community Charitable Fund

Chair, Adenuga Atewologun, Riverland Comm. College
Treasurer, Tanya Medgaarden, CliftonLarsonAllen
Vice Chair, Scott Fox, Fox Electric
Member, Nan Hanegraaf, Bremer Bank
Member, John Hernandez, Hormel Foods Corp.
Member, Steve Hovey, Hoversten, Johnson, Beckman & Hovey

Austin Community Growth Ventures

Chair, Geoff Smith, IBI Data
Secretary, Gail Dennison, The Hormel Institute
Treasurer, Nathan Annis, Hormel Foods Corp.
 Dan Hoffman, Northgate Health Club/New Vision Consulting
 Craig Johnson, (retired) Hoversten, Johnson, Beckman, Hovey
 Phil Minerich, Retired, Hormel Foods Corp.

DCA Staff

John Garry, *President/CEO*
 Wendy Anderson, *SBDC Consultant*
 Aaron Keenan, *Lead Consultant*
 Juan Molina, *SBDC Consultant*
 Alice Holst, *Executive Administrative Assistant*



Development Corporation of Austin

Financial Performance (DCA)

	2022	2021	2020
Assets	\$ 5,289,000	\$ 3,827,000	\$ 2,688,000
Liabilities	<u>(3,772,000)</u>	<u>(2,317,000)</u>	<u>(1,198,000)</u>
Equity	\$ 1,517,000	\$ 1,510,000	\$ 1,490,000
Public Support	\$ 119,000	\$ 119,000	\$ 119,000
Revenues	323,000	268,000	319,000
Expenses	<u>(435,000)</u>	<u>(366,000)</u>	<u>(393,000)</u>
Change in Net Assets	\$ 7,000	\$ 21,000	\$ 45,000

Economic Development Partners



2022 Members/Supporters

SUSTAINING

Platinum \$5000+

Austin Housing & Redevelopment Authority
Austin Utilities
Astrup Family Foundation
City of Austin
Hormel Foods Corporation
Mayo Clinic Health System – A. Lea & Austin

Gold \$2500+

Akkerman Inc
Bremer Bank
Cooperative Response Center Inc
The Joseph Co. Inc
McGough Construction
Quality Pork Processors
Ulland Brothers Inc
US Bank

Silver \$1000+

Apollo Liquor
Baudler Law Office
Clasen-Jordan Mortuary
CliftonLarsonAllen
Damel Corporation
First Farmers & Merchants Bank
Fox Electric Co
Home Federal Savings Bank
Hoversten, Johnson, Beckman & Hovey, LLP
HPW LLC
IBI Data
McFarland Truck Lines Inc.
MJ O'Connor Inc.
Nu-Tek Bioscience
Ready Mix Concrete
Wealth Management Solutions—Ameriprise

Bronze \$500+

Accentra Credit Union
Freeborn-Mower Cooperative Services
Games People Play
Grove Street LLC
MBT Bank
Palleton Of Minnesota, Inc.
Proline of Minnesota Inc.
RBC Wealth Management
The Hormel Institute
WDS Construction

CONTRIBUTING \$350+

Austin Chamber of Commerce
Austin Daily Herald
Cedar Valley Services Inc
Dave Crandall
Dolan's Landscape Center Inc..
Family Eye Care Center of Austin, Inc.
Greg Meyer Insurance
Heartman Insurance
Lipid Technologies LLC
Medgaarden's Southwest Sales
On Site Computers
Riverland Community College
Sterling State Bank
Tecstra
WHV Inc.
Willow Pet Hospital

Individual \$100+

Donnelly Law Firm
John Garry
Nelson Dental
Overby Orthodontics
Paul Worlein



Development Corporation of Austin

Development Corporation of Austin (DCA) is an economic development organization serving the Austin, Minnesota, area since 1987.

DCA's mission is to work closely with public and private sector partners to aggressively market the area to attract new businesses and industries as well as support existing enterprises for the economic benefit of Austin and greater Mower County.



DCA Staff and consultants (from right to left): John Garry (President/CEO), Aaron Keenan (Lead Consultant), Wendy Anderson (SBDC Consultant), Lindsey Hernandez (Impact Austin Coordinator), Juan Molina (SBDC Consultant), Alice Holst, (Administration)



Street/Special Event Permit

Permit Type: Street or Special Event

Permit Number: 2023-028

Applicant Information	
Organizer Name	City of Austin - Culture and Arts Commission
Organizer Address	500 4th Ave NE
Organizer City	Austin
Organizer State	MN
Organizer Zipcode	55912
Organizer Phone	15074379952
Organizer Email	hollyw@ci.austin.mn.us
Alternate Name	April Grabau
Alternate Phone	5074379950
Alternate Email	agrabau@ci.austin.mn.us

Permit Information

Event Title	4th Avenue Fest		
Event Description	Community Summer Kickoff		
Event Start Date	June 7, 2023	Event End Date	June 7, 2023
Approximate Number of Participants	500		
Event Start Time	12:00	Event End Time	20:00
Portion of Street Width Being Used	None - event is between library and swimming pool (parking lot will be blocked off)		
Traffic Control Barricades Needed for Street/Lane Closure?	Yes	Will Traffic Control Barricades be Provided by Applicant or will City Assistance be Requested?	Requested City Help
Food Trucks at Event?	Yes	Number of Food Trucks	5
Food Truck Information	Food Truck 1: Sunny's, Nilesh, 507-219-1093 Food Truck 2: Bummy's BBQ, Michele, 507-383-0169 Food Truck 3: Below Zero, Emily, 507-210-3878 Food Truck 4: Dippin Dots, Carter, 507-433-5850 Food Truck 5: Erin's Bistro, Erin, 507-318-9250		
Alcoholic Beverages Available	No		
Location of Alcohol			
Licensed Establishment(s) Serving Alcohol			
Types of Alcohol			
Live Entertainment	Yes		
Recorded Entertainment	No		
Date and Time Clean Up will be Accomplished	06/07/23 before and after event	Responsible Person(s) for Clean Up	volunteers
Will Event be Advertised?	Yes	Describe Invited People	Public Event
Designated Adult Name	April Grabau/Laura Helle	Designated Adult Phone	507-440-9276
Designated Adult Address	500 4th Ave NE		
Additional Information			

Engineering Department

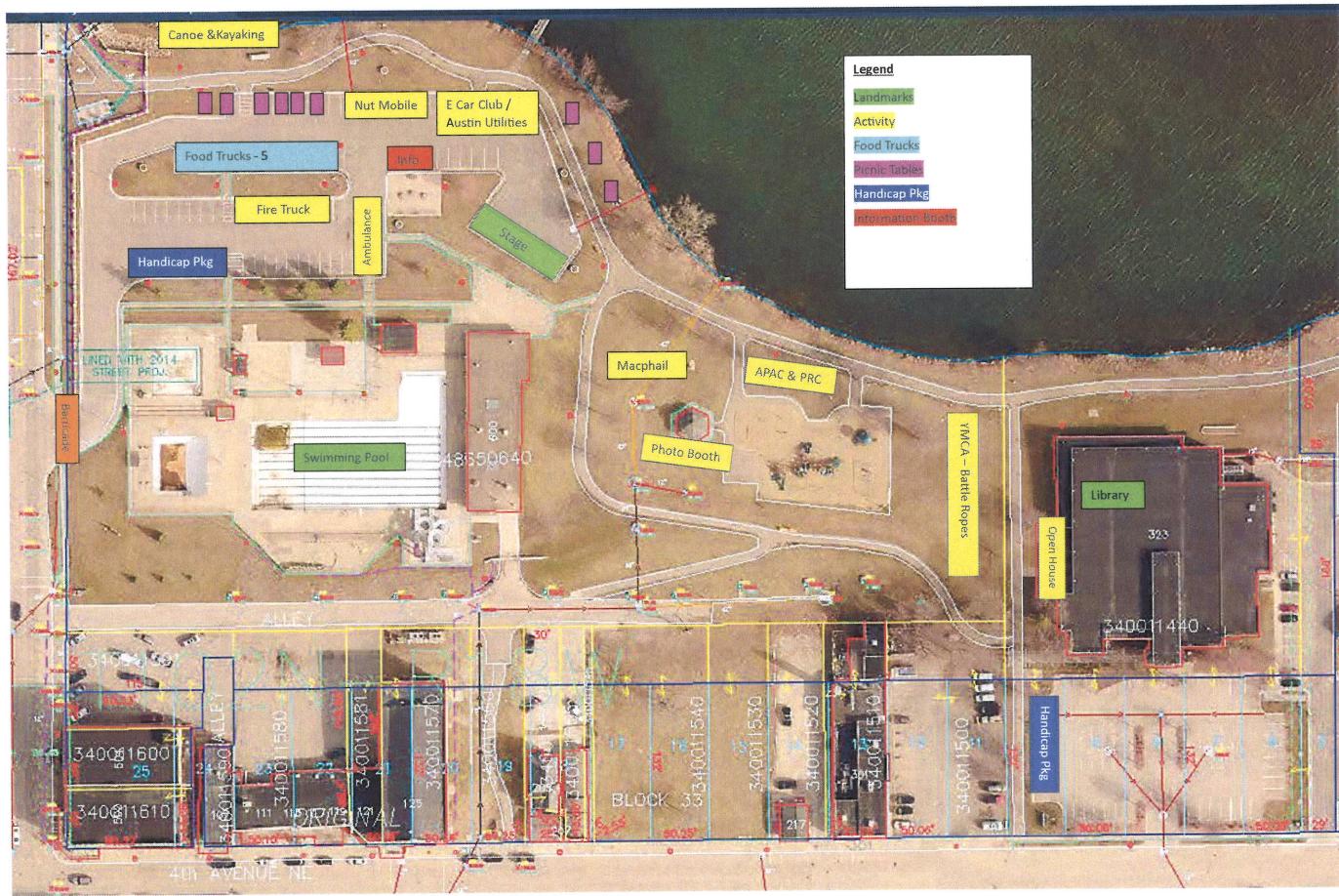
Determination	Approved	Date of Approval	May 17, 2023	Approved By	Mitch Wenum
Comments	City to provide barricades in locations as requested				

Police Department					
Determination	Approved	Date of Approval	May 17, 2023	Approved By	David McKichan
Comments					

City Clerk					
Determination	Approved	Date of Approval	May 17, 2023	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.





Street/Special Event Permit

Permit Type: Street or Special Event

Permit Number: 2023-029

Applicant Information	
Organizer Name	Fraternal Order of Eagles
Organizer Address	107 11th Street NE
Organizer City	Austin
Organizer State	MN
Organizer Zipcode	55912
Organizer Phone	507-433-8675
Organizer Email	eagleslookout703@gmail.com
Alternate Name	Carmel Taylor
Alternate Phone	507-440-2030
Alternate Email	carmelt@charter.net

Permit Information

Event Title	4th of July Street Dance		
Event Description	Street Dance		
Event Start Date	June 30, 2023	Event End Date	July 1, 2023
Approximate Number of Participants	200		
Event Start Time	17:00	Event End Time	01:00
Portion of Street Width Being Used	Parking Lot South of Building		
Traffic Control Barricades Needed for Street/Lane Closure?	No	Will Traffic Control Barricades be Provided by Applicant or will City Assistance be Requested?	
Food Trucks at Event?	No	Number of Food Trucks	
Food Truck Information	Food Truck 1: , , Food Truck 2: , , Food Truck 3: , , Food Truck 4: , , Food Truck 5: , ,		
Alcoholic Beverages Available	Yes		
Location of Alcohol	Fraternal Order of Eagles		
Licensed Establishment(s) Serving Alcohol	Fraternal Order of Eagles		
Types of Alcohol	Wine, Strong Beer, Liquor		
Live Entertainment	No		
Recorded Entertainment	Yes		
Date and Time Clean Up will be Accomplished	07/01/2023	Responsible Person(s) for Clean Up	Carmel Taylor
Will Event be Advertised?	Yes	Describe Invited People	Public
Designated Adult Name	Carmel Taylor	Designated Adult Phone	507-440-2030
Designated Adult Address	107 11th Street NE		
Additional Information			

Engineering Department

Determination	Approved	Date of Approval	May 18, 2023	Approved By	Mitch Wenum
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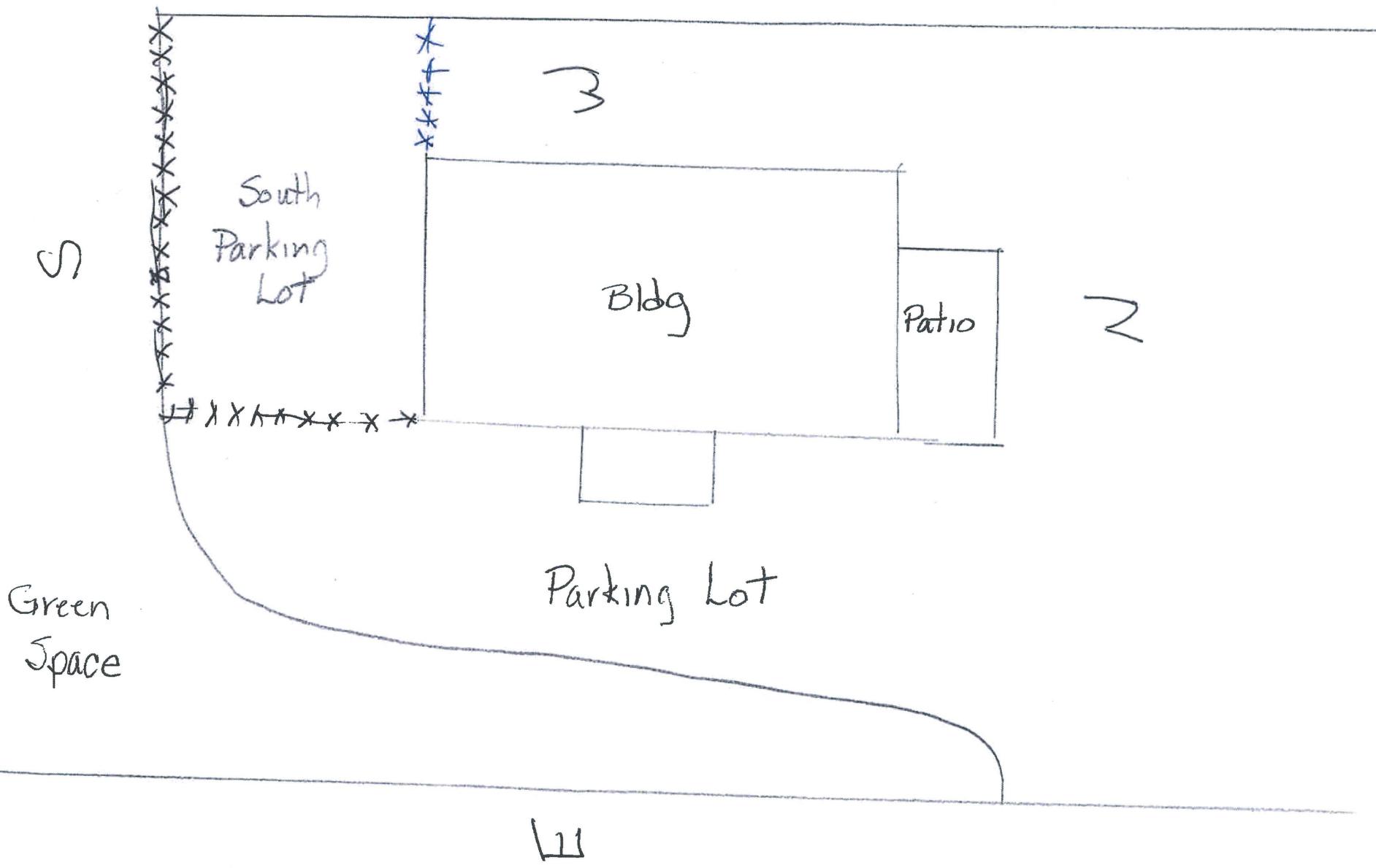
Comments	
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Police Department					
Determination	Approved	Date of Approval	May 18, 2023	Approved By	David McKichan
Comments					

City Clerk					
Determination	Approved	Date of Approval	May 19, 2023	Approved By	Ann M. Kasel
Comments					

Final Determination	Approved
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Street/Special Event Permit

Permit Type: Street or Special Event

Permit Number: 2023-025

Applicant Information	
Organizer Name	Fraternal Order of Eagles
Organizer Address	107 11th St NE
Organizer City	Austin
Organizer State	MN
Organizer Zipcode	55912
Organizer Phone	507-433-8675
Organizer Email	eagleslookout703@gmail.com
Alternate Name	Carmel Taylor
Alternate Phone	507-440-2030
Alternate Email	carmelt@charter.net

Permit Information

Event Title	Weekly Car Drive in <i>-Wednesdays</i>		
Event Description	Car Show		
Event Start Date	June 7, 2023	Event End Date	August 30, 2023
Approximate Number of Participants	20-40		
Event Start Time	15:00	Event End Time	20:00
Portion of Street Width Being Used	South Parking Lot of Building		
Traffic Control Barricades Needed for Street/Lane Closure?	No	Will Traffic Control Barricades be Provided by Applicant or will City Assistance be Requested?	
Food Trucks at Event?	No	Number of Food Trucks	
Food Truck Information	Food Truck 1: , , Food Truck 2: , , Food Truck 3: , , Food Truck 4: , , Food Truck 5: , ,		
Alcoholic Beverages Available	Yes		
Location of Alcohol	107 11th St NE		
Licensed Establishment(s) Serving Alcohol	Fraternal Order of Eagles		
Types of Alcohol	Wine, Strong Beer, Liquor		
Live Entertainment	Yes		
Recorded Entertainment	Yes		
Date and Time Clean Up will be Accomplished	After each event	Responsible Person(s) for Clean Up	Carmel Taylor
Will Event be Advertised?	Yes	Describe Invited People	Public
Designated Adult Name	Carmel Taylor	Designated Adult Phone	507-440-2030
Designated Adult Address	107 11th St NE, Austin, MN		
Additional Information	Ignore upload		

Engineering Department

Determination	Approved	Date of Approval	May 10, 2023	Approved By	Mitch Wenum
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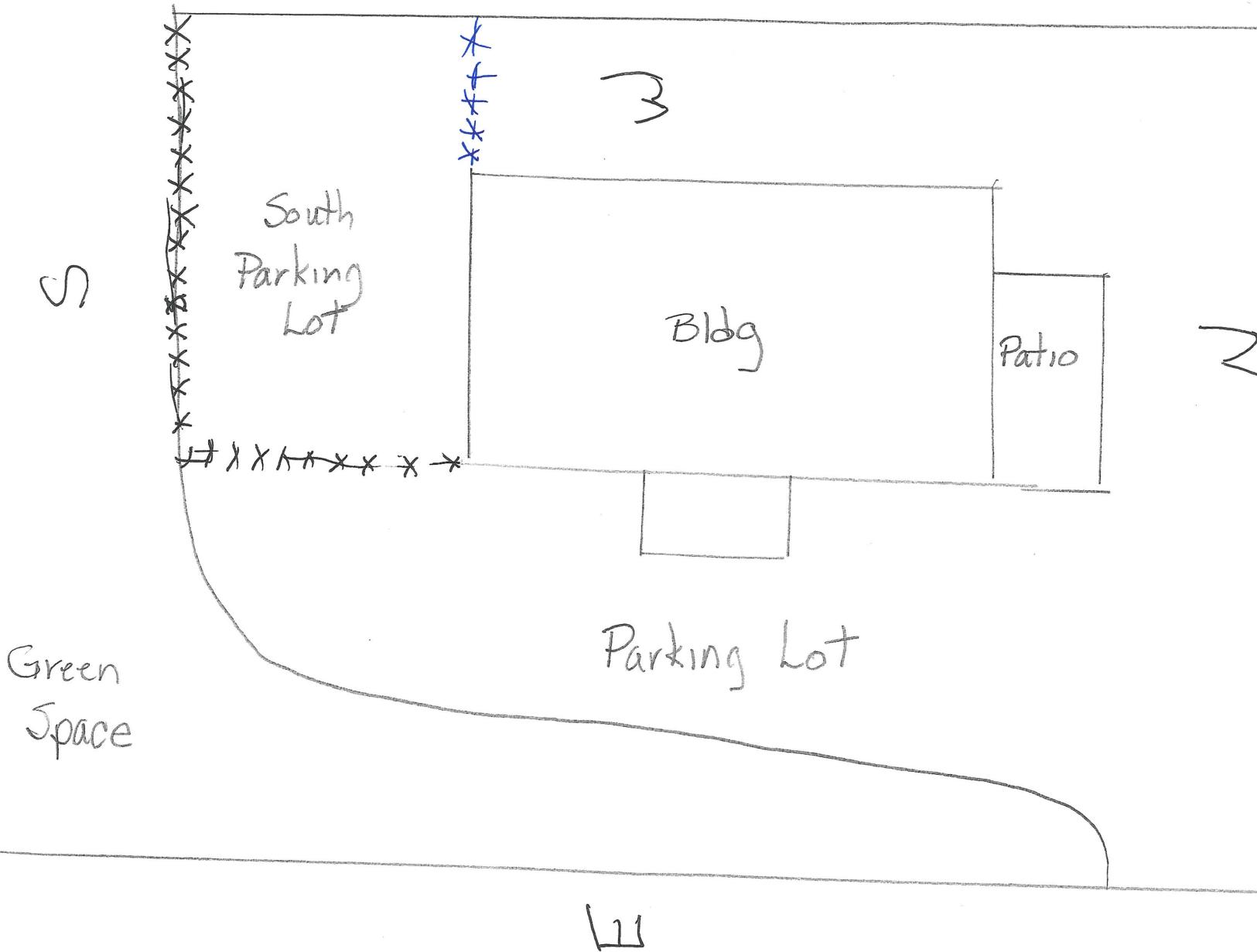
Comments	
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Police Department					
Determination	Approved	Date of Approval	May 9, 2023	Approved By	David McKichan
Comments					

City Clerk					
Determination		Date of Approval	May 18, 2023	Approved By	Ann M. Kasel
Comments	Off premise coverage license paid on 5/18/23				

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.



HOUSING TAX ABATEMENT APPLICATION

(Application Period 1-1-2023 through 12-31-2025)

Property Owner / Applicant: Elite Choice Builders LLC

Current Address: 3007 15th Ave Sw Austin MN

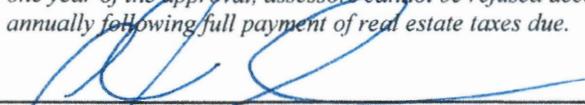
Telephone: 507-383-2845 E-Mail: csonnek@mohscontracting.com

Has applicant ever defaulted on property taxes? Yes No *If Yes, provide details on separate page(s).*Are property taxes current? Yes No

PROJECT		(check all that apply)	
Single-Family		Multi-family Complex	
<input type="checkbox"/> New Construction ("stick build")	<input type="checkbox"/> Modular	<input checked="" type="checkbox"/> Duplex	<input type="checkbox"/> Townhomes
<input type="checkbox"/> Manufactured on permanent foundation	<input type="checkbox"/> Shouse	<input type="checkbox"/> Apartment Building	<input type="checkbox"/> Other:
Is this an application for a replacement of an existing housing unit on the same parcel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Is this application for an existing housing unit you intend to move to this parcel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, where is the unit being relocated from? <input type="checkbox"/> Outside Mower County OR <input type="checkbox"/> Within Mower County but currently uninhabited			
Project Address: 3009 & 3011 15th Ave SW Austin MN 55912			
Project Legal Description: The Meadows Block 1 Lot 1 & 2			
Parcel Number: 34.742.0010 & 34.742.0020		Estimated Project Valuation: \$ 650,000	

Attach building plans, site plan, certification from zoning entity that housing project complies with zoning regulations and there are no outstanding land use issues. (Include letter of consent from property owner if subject to purchase agreement or include a copy of the purchase agreement.)

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, due to % of completion on January 2nd, there are not any non-compliance or non-conformity outstanding land use issues on the parcel, 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 annually following full payment of real estate taxes due.


Signature of Applicant(s)5/19/23
Date

FOR OFFICE USE ONLY: ELIGIBLE / APPLICABLE APPROVALS

Mower County Date:

 City or Township of _____ Date:*Austin*

School District of _____ 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.

Please submit completed application with attachments to:

Mower County Administration

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

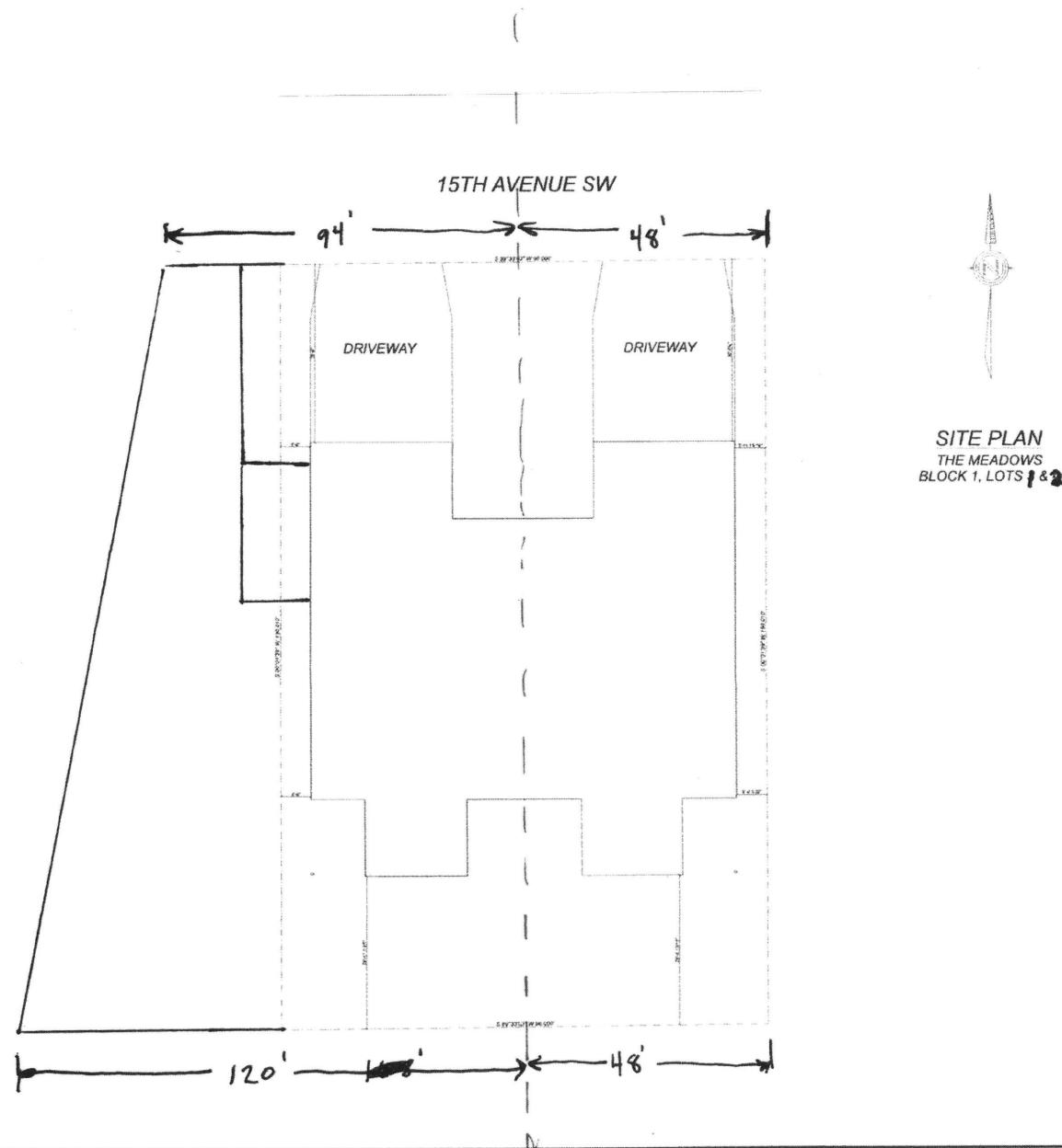
507-437-9549

Office Hours: M-F 8 a.m. – 4:30 p.m.

deniseb@co.mower.mn.us

Notice – City of Austin Housing Projects

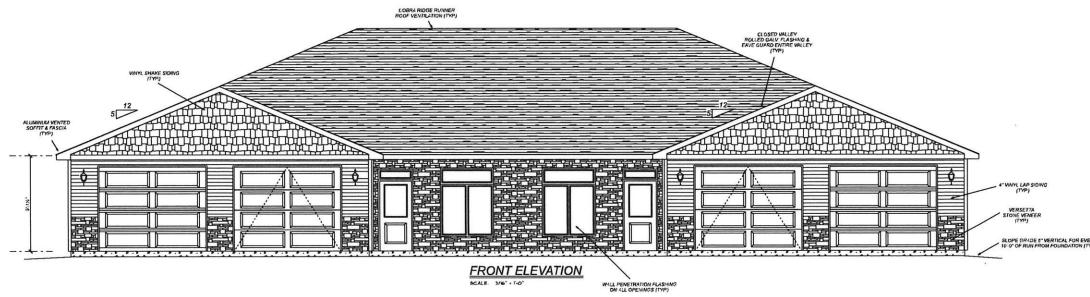
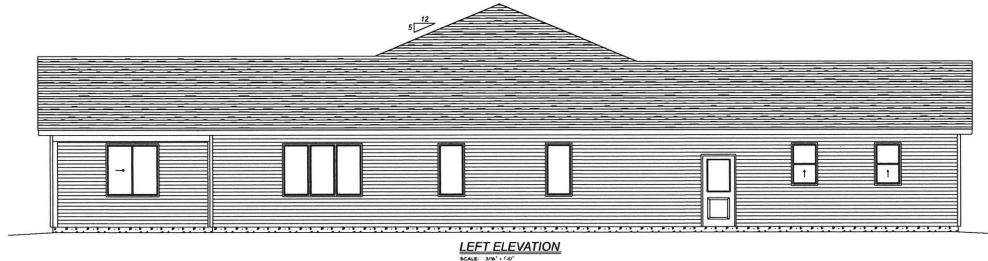
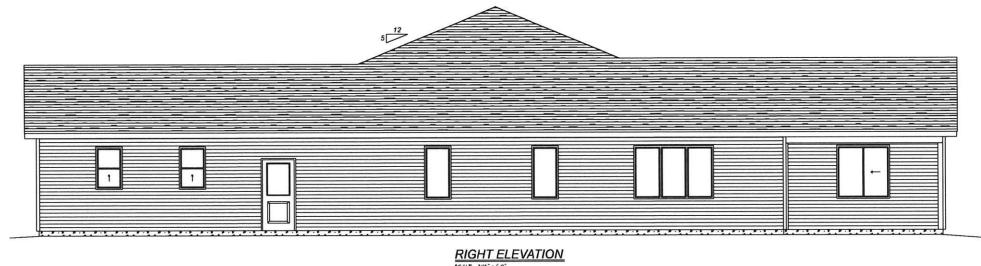
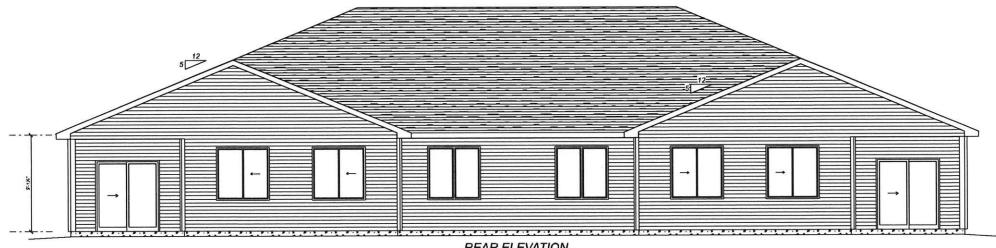
This application must be approved prior to the building permit being issued by the City of Austin.



SITE PLAN
THE MEADOWS
BLOCK 1, LOTS 1 & 2

Child Sonnok	GENEVA LUMBER COMPANY	DRAWING:
PHONE: 207-256-0415	413 WEST MAIN STREET	REPRESENT. NOTICE:
EMAIL: info@genvalumber.com	SETHENA, ME 04935	SCALE: 1/4" = 1'-0"
	PHONE: 207-256-4411	DRAWN BY: JOHN HUEGER
	FAX: 207-256-4411	DATE DRAWN: September 24, 2001
	www.genvalumber.com	

FINAL
DRAFT



Chad Sonnek
PHONE: (507) 256-4477
EMAIL: jsonnek@genevalumber.com

GENEVA LUMBER COMPANY
413 WEST MAIN STREET
GENEVA, MN 56055

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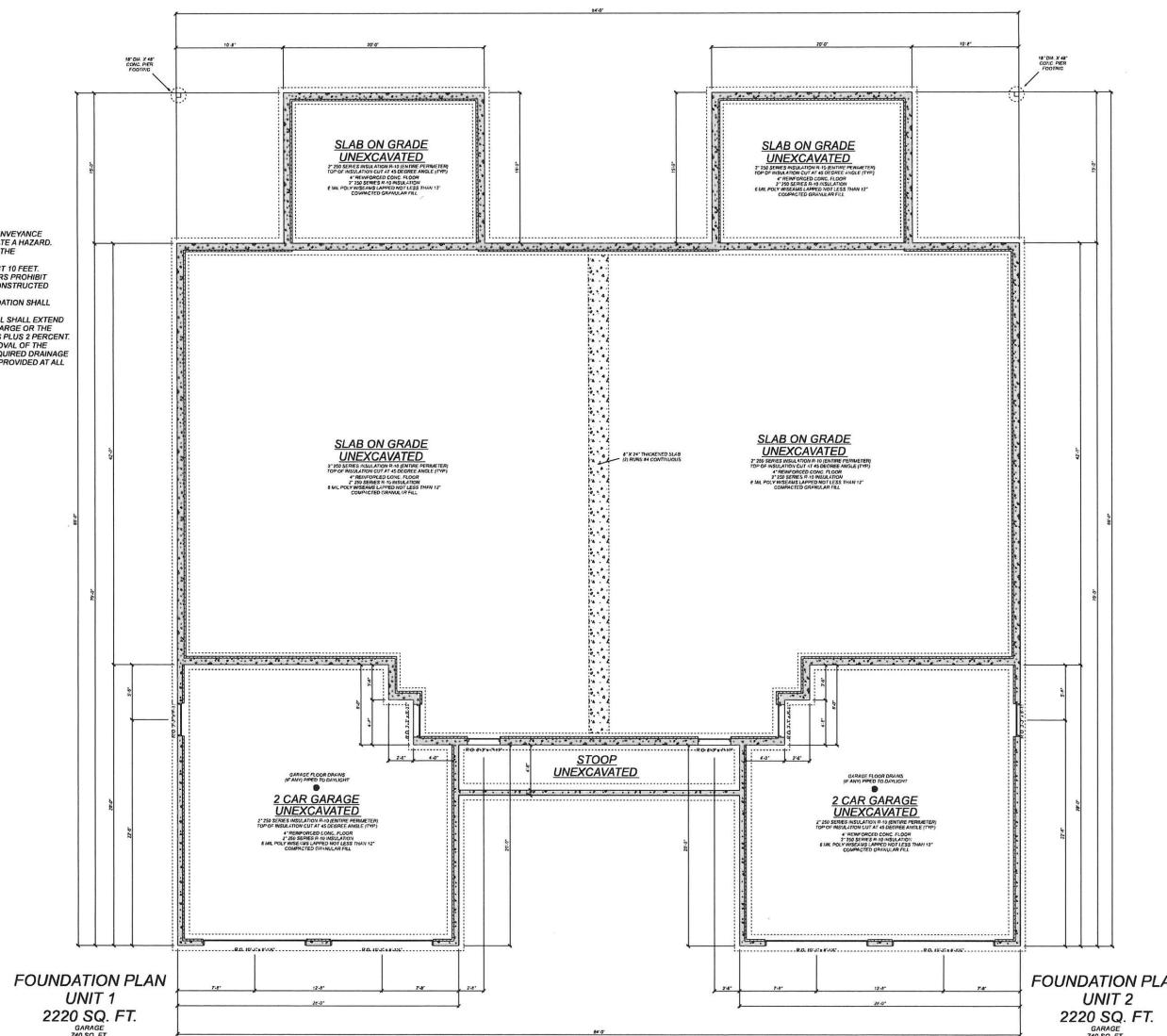
SCALE: 1/4" = 1'-0"
DRAWN BY: JOSH KRUEGER
DATE DRAWN: September 24, 2021

FINAL
DRAFT

SCALE: 3/16" = 1'

FOUNDATION NOTES:

1. SURFACE DRAINAGE SHALL BE DIVERTED TO A STORM SEWER CONVEYANCE OR OTHER APPROVED POINT OF COLLECTION THAT DOES NOT CREATE A HAZARD.
2. DRAINS SHALL BE PROVIDED TO DRAIN SURFACE WATER AWAY FROM THE FOUNDATION WALLS.
3. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST FEET OF THE EXTERIOR FOUNDATION WALL. THE GRADE SHALL NOT EXCEED 10% INCHES OF FALL WITHIN 10 FEET. DRAINS OR SWALES SHALL BE CONSTRUCTED TO ENSURE DRAINAGE AWAY FROM THE STRUCTURE.
4. ON GRADED SITES, THE TOP OF ANY EXTERIOR FOUNDATION WALL SHALL EXTEND NO MORE THAN 12 INCHES ABOVE THE GRADE. GRADE MUST BE DRAINED OR INLET OF AN APPROVED DRAINAGE DEVICE A MINIMUM OF 12 INCHES PLUS 2 PERCENT.
5. ALTERNATE ELEVATIONS ARE PERMITTED SUBJECT TO THE APPROVAL OF THE BUILDING OFFICIAL. THE DESIGNER MUST DRAFT IT CAN BE DEMONSTRATED THAT REQUIRED DRAINAGE IS PROVIDED AT ALL LOCATIONS ON THE SITE.



GENERAL NOTES:

1. HEADERS ABOVE WINDOWS AND DOORS SHALL BE (2) 2X10 SS NEM FIR UNLESS OTHERWISE NOTED.
2. ALL EXTERIOR DOORS SHALL BE SELF-CLOSING AND INTERCONNECTED & INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
3. CARBON MONOXIDE ALARMS SHALL BE INSTALLED OUTSIDE EACH SLEEPING AREA AND OUTSIDE EACH SLEEPING AREA OR BEDROOM. ALARMS SHALL BE INSTALLED ON EACH LEVEL CONTAINING SLEEPING AREAS OR BEDROOMS.
4. ALL BATHROOMS SHALL BE VENTED DIRECTLY OUTSIDE.
5. PROVIDED BATH TUB ENCLOSURE PANELS.
6. STAIRS:

 - (A) STAIRS ARE TO BE WOOD OR STEEL, LESS THAN 36" OPENING AT ALL RAILINGS
 - (B) LVL STRINGERS PROPERLY SUPPORTED MINIMUM 1 1/2" THICK
 - (C) ILLUMINATE STAIRS AND LANDINGS
 - (D) EXTERIOR STAIRS ARE TO BE OF HIGH (MINIMUM) W/ A MAXIMUM OPENING OF LESS THAN 48"

7. ALL WINDOWS WHICH ARE 1' OR LESS IN FLOOR TO FLOOR HEIGHT AND 1' OR MORE IN OPENING SHALL HAVE SAFETY GLAZING.
8. ALL EXTERIOR DOORS WHICH ARE 1' OR LESS IN FLOOR TO FLOOR HEIGHT AND LESS THAN 36" FROM FLOOR TO DOOR NEED TO HAVE A MAXIMUM OPENING OF 36" AND A MAXIMUM SWING OF 180°.
9. FIREBLOCK ALL SOFFITS, STUD SPACES OVER 16" AND ALL GABLES.
10. FIREBLOCK ALL SOFFITS, STUD SPACES OVER 16" AND ALL GABLES.
11. EXTERIOR DIMENSIONS SHOWN ONLOOR PLANS ARE TO BE CONSIDERED AS INTERIOR DIMENSIONS DRAWN TO THE CENTER LINE OF EXTERIOR WALLS. EXTERIOR DIMENSIONS SHOWN ON THE LONG POINT OF WALL TO THE CENTER LINE OF EXTERIOR WALLS ARE TO BE CONSIDERED AS EXTERIOR DIMENSIONS DRAWN TO THE CENTER LINE OF EXTERIOR WALLS.
12. SEE PLAN FOR WINDOW MANUFACTURER.
13. DOOR FROM THE GARAGE TO GARAGE SHALL BE 30" X 80". DOOR FROM GARAGE TO STOOP SHALL BE 30" X 80". DOOR FROM STOOP TO GARAGE AS REQUIRED.
14. MINIMUM 1 1/2" THICK VERSO WALL SHEATHING, BETWEEN THE HOUSE AND GARAGE, ALL THE WAY FROM THE FLOOR TO THE ROOF, MUST BE INSTALLED (E.G. COMPLETELY LINED).
15. HIDE ALL EXTERIOR RESISTANT FLASHING BEHIND ALL CONCRETE STOOPS.
16. PROVIDE A MAXIMUM OF 6" DEPTH ABOVE AND BELOW ALL WINDOWS, DOORS AND ABOVE AND BELOW ALL EXTERIOR PENETRATIONS. ALL EXTERIOR PENETRATIONS MUST BE DRAINED AND DOWNGROUTED.
17. PROVIDE A MAXIMUM OF 6" DEPTH LANDING ON BOTH SIDES OF THE STAIRS MEASURED IN THE DIRECTION OF TRAVEL.
18. MAXIMUM 1 1/2" THICK VERSO SHEATHING, EMBEDDED A MINIMUM OF 7" AND SPACED A MINIMUM OF 7" DECK SPANS. SHEATHING MUST BE ATTACHED TO THE DECK. SHEATHING SHALL HAVE VERTICAL REINFORCEMENT AT JOINTS.
19. IF ANCHOR BOLTS ARE USED, ANCHOR BOLTS SHALL GO THROUGH BOTH PLATES.
20. PROVIDE A MAXIMUM OF 6" DEPTH FOR EACH OPENABLE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT.
21. EXTERIOR WINDOWS BELOW GABLE SHALL HAVE A MAXIMUM SWING OF 180°. EXTERIOR WINDOWS SHALL ALLOW THE WINDOW TO BE FULLY OPENED AND PROVIDED WITH A MAXIMUM NET CLEAR OPENING OF 9" SQ. AND WITH A MINIMUM SWING OF 180°.
22. WINDOWS MUST BE INSTALLED WITH A MAXIMUM SWING OF 180° AND WITH A MAXIMUM DEPTH OF MORE THAN 6" DEPTH. WINDOWS MUST BE PERMANENTLY ATTACHED LADDER OR STAIRS THAT ARE ACCESSED BY THE EXTERIOR OF THE HOUSE IN ANY POSITION (RISER 2, TREAD 2).
23. INSIDE THE HOUSE, VERSO WALL SHEATHING UNDER THE STAIRS IF ENCLOSED.
24. PROVIDE A MAXIMUM OF 30" X 12" DEPTH FOR EACH OPENABLE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT.
25. PROVIDE A MAXIMUM OF 30" X 12" DEPTH FOR EACH OPENABLE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT.
26. A MAXIMUM OF 30" X 12" DEPTH FOR EACH OPENABLE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT.
27. PROVIDE A MAXIMUM OF 30" X 12" DEPTH FOR EACH OPENABLE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT.
28. PROVIDE A MAXIMUM OF 30" X 12" DEPTH FOR EACH OPENABLE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT.
29. A MAXIMUM OF 30" X 12" DEPTH FOR EACH OPENABLE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT. AND SHALL HAVE A FINISHED SURFACE AREA OF 5.7 SQ. FT.

Chad Sonnek
PHONE: (612) 333-1000
EMAIL: chad.sonnek@genelumber.com

GENEVA LUMBER COMPANY
413 WEST MAIN STREET
GENEVA, MN 56055
PHONE: 507-285-0045
FAX: 507-285-4471
EMAIL: josh@genelumber.com

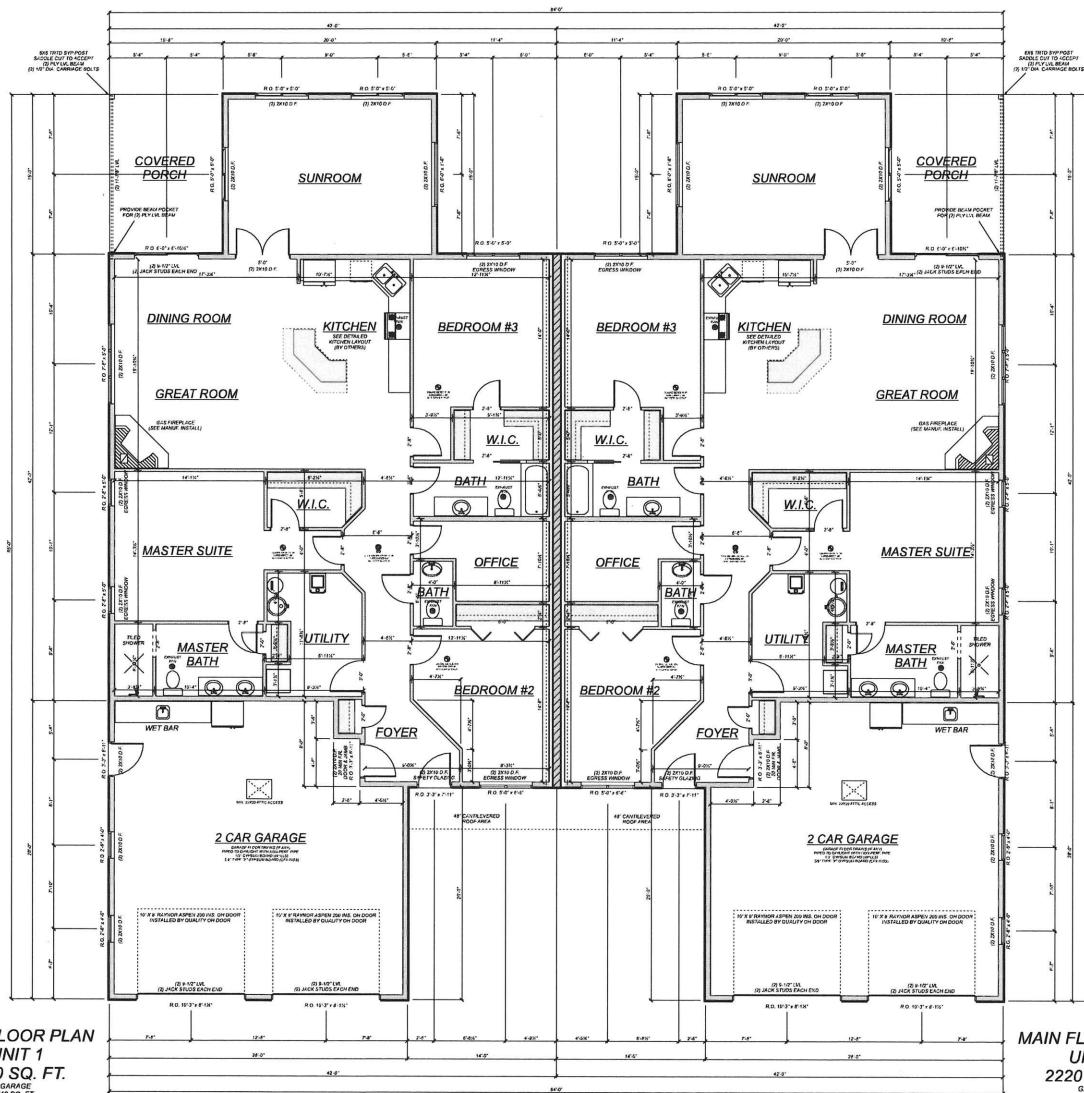
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SCALE: 1/16" = 1'-0"
DRAWN BY: JOSH KRUEGER
DATE DRAWN: September 24, 2021

FINAL
DRAFT

EXTERIOR WALLS DIMENSIONED
TO OUTSIDE OF FRAMING
GERKIN 6000, 6100 & 4300 SERIES WINDOWS
U-VALUE = .30, SHGC = .22
GERKIN 4400 SERIES GLIDING PATIO DOOR
U-VALUE = .29, SHGC = .23

SCALE: 3/16" = 1'

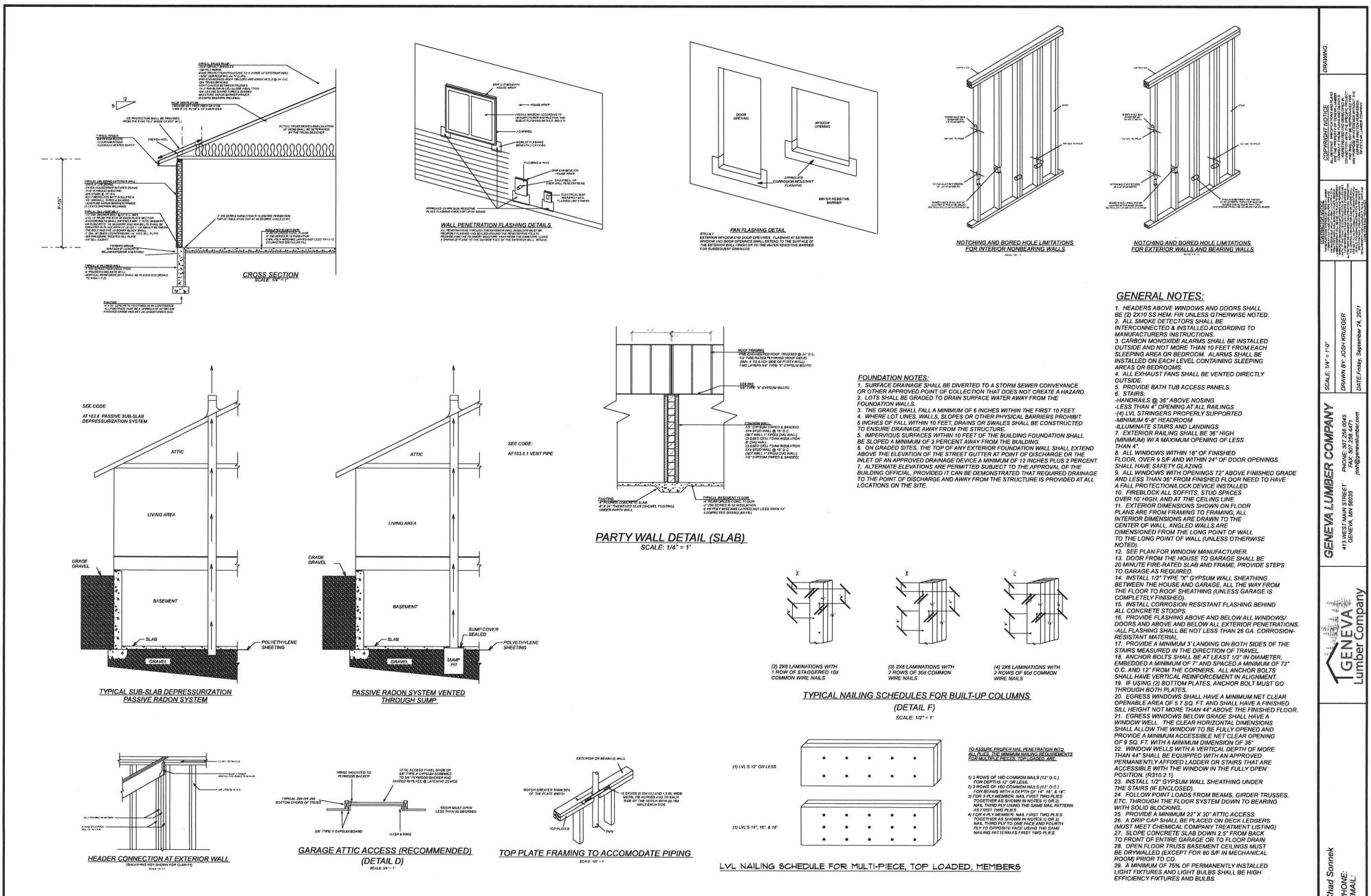


**MAIN FLOOR PLAN
UNIT 1
2220 SQ. FT.
GARAGE
740 SQ. FT.**

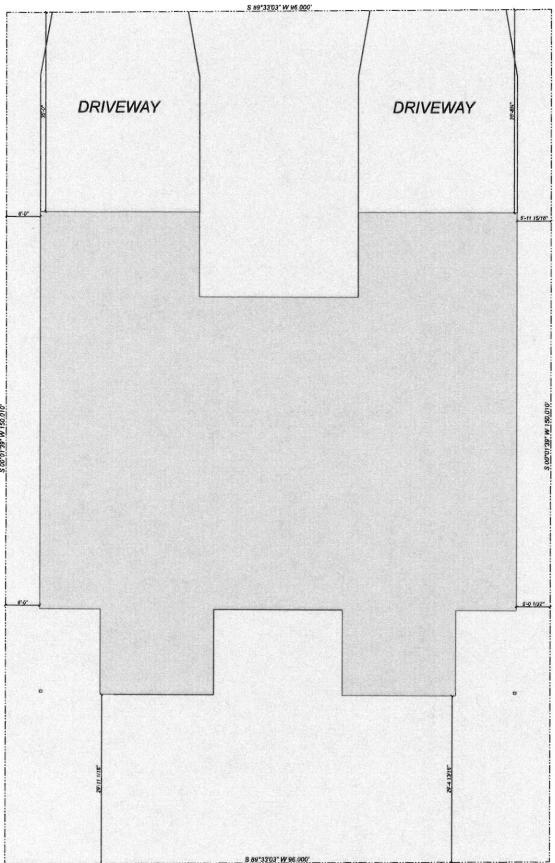
**MAIN FLOOR PLAN
UNIT 2
2220 SQ. FT.
GARAGE
740 SQ. FT.**

Chad Sonnek
PHONE: 513-421-1111
EMAIL: chad.sonnek@kentucky.gov

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15TH AVENUE SW



SITE PLAN
THE MEADOWS
BLOCK 1, LOTS 3 & 4

Chad Sonnek
PHONE:
EMAIL:

GENEVA LUMBER COMPANY
411 WEST MAIN STREET
GENEVA, MN 56035
phone: 507.256.0445
email: post@genvalumber.com

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DRAWING:

PURCHASE AGREEMENT

The undersigned, Turtle Creek Estates, Inc., a Minnesota corporation (hereinafter "Seller"), hereby agrees to sell to the undersigned Elite Choice Builders LLC, a Minnesota limited liability company (hereinafter "Buyer"), property located on 15th Avenue SW, Austin, Minnesota, situated in the County of Mower, State of Minnesota, and legally described as follows:

Lot 1, Block 1, Townhomes at The Meadows, Common Interest Community No. 16,
and

Lot 2, Block 1, Townhomes at The Meadows, Common Interest Community No. 16

(the "Property")

All of which Property the undersigned Seller has this day sold to the Buyer for the sum of Thirty-Four Thousand and no/100th Dollars (\$34,000.00) per lot, or a total purchase price of Sixty-Eight Thousand and no/100th Dollars (\$68,000.00), which Buyer agrees to pay in the following manner: Three Thousand Four Hundred and no/100th Dollars (\$3,400.00) as Earnest Money at the time of execution of this Agreement; Sixty-Four Thousand Six Hundred and no/100th Dollars (\$64,600.00) to be paid to Seller on or before May 19, 2023, the date of closing herein.

Subject to performance by the Buyer, 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 the use or improvement of premises without effective forfeiture provision.
- (c) Reservation of any minerals or mineral rights to the State of Minnesota.
- (d) Utility and drainage easements which do not interfere with present improvements.

Real estate taxes and special assessments due and payable in 2022 and all other prior years will be paid by Seller. Real estate taxes due and payable in 2023 shall be prorated to the date of closing. As of the date of this Purchase Agreement there are no installments or special assessments known.

Seller shall be responsible for the cost of preparation of the Warranty Deed, any state deed taxes imposed, and the cost of recording any satisfactions of mortgages or other liens necessary to provide good title to the Property to Buyer. Buyer shall be responsible for the cost of recording the Warranty Deed and the cost of preparing and recording any mortgage or other financing documents. Other closing costs shall be split evenly between Seller and Buyer. Each party shall be responsible for their own attorneys fees.

Buyer shall be responsible for the payment of a fee of \$100.00 for each lot (a total of \$200) to the Townhomes at The Meadows Homeowners Association, said fee to be due and payable at the date of closing.

Any dwelling constructed on the Property must be a townhome consisting of one structure, with two separate residences, in general conformity with the current townhomes in the development. This term survives the date of closing.

Ownership of the Property will be subject to the terms of the Declaration, the Articles of Incorporation, the By-Laws and rules and regulations of Townhomes at The Meadows Homeowners Association. This conveyance is made subject to the Declaration of Townhomes at The Meadows, Common Interest Community No. 16, filed in the office of the Mower County Recorder on September 20, 2005, as Document No. A000543247 and the By-Laws of Townhomes at The Meadows, filed on September 20, 2005, as Document No. A000543250 and First Amendment to Declaration of Townhomes at The Meadows filed as Document No. A000557442. This obligation shall survive the date of closing herein.

The following notice is required by Minnesota Statutes. "The Buyer is entitled to receive a disclosure statement or resale disclosure certificate, as applicable. The disclosure statement or resale disclosure certificate contains important information regarding the common interest community and the Buyers' cancellation rights."

Ownership of the Property shall also be subject to an obligation on the part of Buyer, together with Buyer's successors in interest in the Property, to submit all proposed architectural drawings, schematics, or other plans to the Board of the Townhomes at The Meadows Homeowners Association for prior approval for any dwellings constructed thereon. It is understood and agreed that all dwellings constructed on the Property must be substantially similar in all regards to other dwellings constructed within this common interest community. This obligation shall survive the date of closing.

Seller shall, within a reasonable time after approval of this Agreement, furnish a Registered Property (Torrens) Certificate, to include proper searches covering bankruptcies, and State and Federal judgments and liens. Buyer shall be allowed 30 days after receipt thereof for examination of said title and the making of any objections 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 corrections of title the payments hereunder required shall be postponed, but upon correction of title and within 10 days after written notice to Buyer, the parties shall perform this agreement according to its terms.

Seller knows of no wells on the Property.

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 rest of this page left intentionally blank)

We, the undersigned, do hereby approve the above agreement and sale and purchase thereby made.

Dated: _____, 2023 SELLER:

TURTLE CREEK ESTATES, INC.

By: _____

ELITE CHOICE BUILDERS LLC

By: _____
Its: _____

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, Elite Choice Builders, LLC is the owner of certain property within the City of Austin legally described as follows:

Lot 1 & 2, Block 1, the Meadows, Addition to the City of Austin, Mower County.

WHEREAS, Elite Choice Builders, LLC has made application to the City of Austin for the abatement of taxes as to the above-described parcel; and

WHEREAS, Elite Choice Builders, LLC 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 duplex 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 5th day of June, 2023

Yea

Nay

ATTEST:

APPROVED

City Recorder

Mayor

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



Phone: 507-437-9940

www.ci.austin.mn.us

TO: Mayor and City Council

FROM: Tom Dankert *TD*
Director of Administrative Services

DATE: May 9, 2023

RE: 2022 Audit Report
<U:\Word\2023\Miscellaneous\12-31-22 Audit Report - work session.doc>

Enclosed you will find the electronic audit report for the City of Austin for the year ended December 31, 2022. We have also included the Executive Audit Summary (EAS) and the Other Audit Reports. We will be discussing these items at the work session of May 15. Craig Popenhagen from CliftonLarsonAllen, LLP will be here to present the audit report.

The City of Austin ended up with Unassigned Undesignated Fund Balance at 58% of expenditures in the General Fund. This is still above our informal policy of 42-48% of expenditures in fund balance, but was a reduction from the 60% fund balance level the year before. Items of note:

1. 2022 General Fund expenditures were at 95%. Unspent budgeted capital expenditures including over \$500,000 remain in fund balance. These funds were carried forward to 2023 as part of budget adjustment #2. If these expenditures had been made in 2022, we would have been at 98% of the budgeted expenditures.
2. Revenues for 2022 came in at 100% of budget.

Additionally, we had a “passed adjustment” this year, meaning it was small enough that it didn’t require us to change the financial statements. We received an invoice dated in 2023 so we recorded it in the 2023 year, but the auditors determined that most of the actual work probably occurred in 2022, hence the “passed adjustment”.

Once again, a big THANKS goes out to the department heads and employees of the City of Austin. Requiring sign-off’s on purchase orders, time cards, credit card transactions, and the checks and balances we have in place to ensure all cash and wires in and out are properly authorized and accounted for is a monumental task for which all should be proud of passing another audit.

Special thanks to Kim Hansen, Melissa Wilson, and Michael Gosha for their dedicated efforts again this year. Our Finance Department handles hundreds of thousands of lines of data on an annual basis that needs to get into the LOGIS system so we can get reports back out. Special thanks also to Patti Hamilton as she handles many of the Park and Recreation transactions. Passing an audit does not happen without everybody's efforts.

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



To: Mayor Steve King
Austin City Council

From: Mark Nibaur, General Manager
Austin Utilities

Date: June 5th, 2023

RE: Resolution Approving Amendment to Minnesota Municipal Gas Agency (MMGA)
Agreement

In 2022, Austin Utilities (AU) entered into a prepay gas supply agreement with Minnesota Community Energy (MCE). The agreement outlined a monthly payment option for our gas purchases to be a wire transfer.

After financial review, AU staff determined a more economic payment option would be an ACH transaction. MCE is willing to work with the natural gas municipal participants to amend the agreement to allow ACH transactions.

AU is seeking City Council action to review and approve the amendment to allow AU to pay our monthly gas bill via ACH. The AU Board of Commissioners approved the amendment at the May 16th, 2023, board meeting.

If you have questions, please let me know.

Thanks Mark

**FIRST AMENDMENT TO THE NATURAL GAS SUPPLY AGREEMENT
BY AND BETWEEN MINNESOTA MUNICIPAL GAS AGENCY, D/B/A MINNESOTA
COMMUNITY ENERGY AND CITY OF AUSTIN, A MUNICIPAL CORPORATION OF
THE STATE OF MINNESOTA, ACTING BY AND THROUGH THE BOARD OF
WATER, ELECTRIC, GAS AND POWER COMMISSIONERS**

This First Amendment to the Natural Gas Supply Agreement (this “First Amendment”) is made and entered into effective as of the _____ day of May, 2023 (the “Amendment Effective Date”), by and between Minnesota Municipal Gas Agency, d/b/a Minnesota Community Energy (“MCE”) and City of Austin, a municipal corporation of the State of Minnesota, acting by and through the Board of Water, Electric, Gas and Power Commissioners, which is the body empowered by charter to act on behalf of the City (“Gas Purchaser”) (hereinafter each individually referred to as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, MCE has acquired long-term Gas supplies (the “Gas Supply”) from Royal Bank of Canada, a Schedule 1 bank under the Bank Act (Canada) authorized to do business in the United States, pursuant to a Prepaid Commodity Purchase and Sale Agreement, dated March 11, 2022, to meet a portion of the gas supply requirements of Gas Purchaser and other public gas distribution utilities, public power utilities and joint action agencies that elected to participate, through a gas prepayment project; and

WHEREAS, MCE and Gas Purchaser are parties to that certain Natural Gas Supply Agreement, effective as of March 1, 2022, as may be amended from time to time (the “2022 Natural Gas Supply Agreement”), the terms of which provide for the sale of a portion of the Gas Supply to Gas Purchaser; and

WHEREAS, MCE and Gas Purchaser now desire to amend the 2022 Natural Gas Supply Agreement to allow Gas Purchaser to utilize ACH payments in addition to wire transfers when paying for gas purchases;

NOW, THEREFORE, for and in consideration of the mutual agreements set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, MCE and Gas Purchaser agree as follows:

A. Definitions.

Capitalized terms used in this First Amendment but not defined herein have the meaning given in the 2022 Natural Gas Supply Agreement.

B. Amendments to the 2022 Natural Gas Supply Agreement. Effective as of the Amendment Effective Date, the Parties hereby make the following amendments with respect to the 2022 Natural Gas Supply Agreement:

1. Section 1.2 Definitions shall be amended to add the following new definition:

““ACH Payment” is defined in Section 11.1.”

2. Section 11.1 of the 2022 Natural Gas Supply Agreement shall be replaced in its entirety with the following:

“11.1 Timing. Not later than ten (10) days following the end of each Delivery Month, MMGA shall provide a Monthly billing statement to Gas Purchaser of the amount due for Gas tendered for delivery under this Agreement, less any amounts owed to Gas Purchaser for the cost of replacement gas under Section 6.1. Such billing statement shall be provided to Gas Purchaser by hand delivery, first-class mail, express courier, electronic transmission, or facsimile transmission to the address, e-mail address, or facsimile number set forth for Gas Purchaser in Article XVIII. Gas Purchaser shall make all such payments by either wire transfer of immediately available funds or Automated Clearing House payment (“ACH Payment”) to the account set forth for MMGA in Article XVIII. If payment is to be made by wire transfer, the due date for payment by Gas Purchaser to MMGA shall be the 20th day of the Month following the Month of delivery; provided, however, if the 20th day is not a Business Day, payment shall be due on the immediately preceding Business Day. If payment is to be made by ACH payment, the due date for payment by Gas Purchaser to MMGA shall be the 17th day of the Month following the Month of delivery; provided, however, if the 17th day is not a Business Day, payment shall be due on the immediately preceding Business Day.”

3. The first paragraph of Article XVIII (Notices and Payments) shall be amended by replacing the phrase “by wire transfer” with “by either wire transfer or ACH Payment in accordance with Section 11.1”.

C. General Provisions.

1. The amendments and agreements contained in Section B of this First Amendment shall be effective upon the Amendment Effective Date, and all of the other terms and conditions of the 2022 Natural Gas Supply Agreement shall remain in full force and effect as written. In the event of a conflict between the terms of the 2022 Natural Gas Supply Agreement and this First Amendment, the terms of this First Amendment shall control.
2. THIS FIRST AMENDMENT IS ENTERED INTO BY MCE PURSUANT TO THE AUTHORITY CONTAINED IN THE ACT. THIS FIRST AMENDMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE ACT AND OTHER APPLICABLE LAWS OF THE STATE OF MINNESOTA, EXCLUDING CONFLICTS OF LAW PRINCIPLES WHICH WOULD REFER TO THE LAWS OF ANOTHER JURISDICTION.
3. This First Amendment constitutes the entire understanding of the Parties with respect to the subject matter of this First Amendment. No amendment, modification, or alteration of any

term of this First Amendment shall be binding on either Party unless it is in writing, dated subsequent to the date of this First Amendment and fully executed by the Parties.

4. This First Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this First Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this First Amendment and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this First Amendment as to the Parties and may be used in lieu of the original First Amendment for all purposes. Signatures of the Parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.
5. Each Party represents and warrants that the person who signs below on behalf of such Party has received all requisite authorizations required to execute this First Amendment on behalf of such Party and to bind such Party to this First Amendment.
6. This First Amendment extends to and is binding upon the Parties and their respective successors and permitted assigns.
7. Any provision of this First Amendment which is prohibited or deemed unenforceable in any jurisdiction will be ineffective to the extent prohibited or unenforceable, but only in such jurisdiction, and without invalidating the remaining provisions of this First Amendment, and the validity of the remaining provisions are not affected thereby.

*** Signature Page follows ***

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed by their respective authorized representatives on the dates set forth below, but this First Amendment shall be effective as of the Amendment Effective Date set forth above.

**MINNESOTA MUNICIPAL GAS AGENCY,
D/B/A MINNESOTA COMMUNITY
ENERGY**

By: _____

Name: _____

Title: _____

Date: _____

**CITY OF AUSTIN, MINNESOTA, BY
THE BOARD OF WATER, ELECTRIC,
GAS AND POWER COMMISSIONERS
– AUSTIN UTILITIES**

By: _____

Name: Kristin Johnson

Title: President

Date: _____

Concurred in and Approved by the Common Council of the City of Austin

By: _____

Name: Steve King

Title: Mayor

By: _____

Name: Tom Dankert

Title: City Recorder

[Signature Page to the First Amendment to the Natural Gas Supply Agreement by and between Minnesota Municipal Gas Agency, d/b/a Minnesota Community Energy and City of Austin, a municipal corporation of the State of Minnesota, acting by and through the Board of Water, Electric, Gas and Power Commissioners]

**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: May 22, 2023
Subject: Airport Maintenance and Operations

Each year the City of Austin is eligible to receive funds from MnDOT Aeronautics for operation and maintenance activities at the Austin Municipal Airport. The proposed reimbursement allotment of up to 75% of eligible costs or up to \$51,075 per year. As part of the agreement the city is required to operate and maintain the airport in a safe and serviceable manner, including mowing and snow removal. Each year we have about \$100,000 in eligible expenses, so at a 75% reimbursement rate we are eligible for \$75,000 and therefore able to max out the grant dollars on the following reimbursement items:

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

Attached is a two-year agreement for state FY2024 and 2025, beginning July 1st, 2023. I would recommend approving the grant agreement. If you have any questions, please contact me.

STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

State Project Number (S.P.): A5001-MO24

State Project Number (S.P.): A5001-MO25

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Austin acting through its City Council (“Recipient”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2024 and State Fiscal Year 2025.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS

1. Term of Contract and Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1, 2023, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2025.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
 - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$51,075.00 in each State fiscal year to reimburse other eligible costs at 75%.
 - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$102,150.00 (State fiscal years 2024 and 2025).

5.2. Payment.

- 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
 - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
 - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
 - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
 - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.

The State may reject costs that the State determines are not eligible maintenance and operations expenses.

- 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.

5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.

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

6. Conditions of Payment

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

7. Authorized Representatives

7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator
 Address: Office of Aeronautics,
 395 John Ireland Boulevard, Mail Stop 410
 Saint Paul, Minnesota 55155
 E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Steven J. Lang, City Engineer/Public Works Director
 Address: 500 - Fourth Avenue NE, Austin, MN 55912
 Telephone: (507) 437-9950
 E-Mail: slang@ci.austin.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.6. **Certification.** By signing this Agreement, the Recipient certifies that it is not suspended or debarred from receiving federal or state awards.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Governing Law, Jurisdiction and Venue

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

14. Data Disclosure

14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.

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

16. Discrimination Prohibited by Minnesota Statutes §181.59

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

17. Limitation.

17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for

administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

RESOLUTION NO.

APPROVING GRANT FUNDS FROM THE STATE OF MINNESOTA
FOR AIRPORT MAINTENANCE AND OPERATIONS

WHEREAS, the City of Austin annually receives a grant from MnDOT Aeronautics for operations and maintenance at the Austin Municipal Airport.

WHEREAS, the proposed grant for fiscal year 2024-2025 is in the amount of \$51,075.00,

NOW THEREFORE, BE IT RESOLVED, that the Austin City Council approves the agreement with the State of Minnesota and accepts the grant from the State of Minnesota for airport maintenance and operations.

Passed by a vote of yeas and nays this 5th day of June, 2023

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: May 22, 2023
Subject: Automated Weather Observation System (AWOS)

As part of our airport operations, we are required to have an automated weather observation system (AWOS) for flight planning and pilot information. MnDOT has indicated that our existing system needs replacement. Multiple steps are required to complete replacement of the existing system:

	Estimated Cost	State (70%)	Local (30%)
• Phase 1, Planning & Environmental	\$62,000	\$43,400	\$18,600
• Phase 2, Design	\$40,000	\$28,000	\$12,000
• Phase 3, Construction	<u>\$90,000</u>	<u>\$63,000</u>	<u>\$27,000</u>
• Total Cost	\$192,000	\$134,400	\$57,600
• Phase 1, AWOS Site Selection Planning Study & Environmental Review			
○ Project Initiation, Coordination and Administration			
○ AWOS Site Selection and Planning Study			
○ Future Parcel Title Work Review (if necessary)			
○ Documented Categorical Exclusion Environmental Form			
○ Phase 1 Archaeological Survey (PaleoWest/Commonwealth Heritage Group)			

In order to meet the MnDOT requirements, we would recommend moving forward with the proposal from SEH in the amount of \$62,000 for the first phase of Planning & Environmental work for the project. Costs will be funded from the Airport Fund, with 70% reimbursement from the State. If you have any questions, please contact me.

ARCHITECT/ENGINEER AGREEMENT
Between

City of Austin, Minnesota
(OWNER)

and

Short Elliott Hendrickson Inc.
(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the City of Austin, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Austin Municipal Airport, entitled:

Phase 1: AWOS Site Selection Planning Study & Environmental Review,

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope where CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14E, dated September 30, 2014, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
 - 1) Travel and subsistence.
 - 2) Computer services.

- 3) Outside professional and technical services.
- 4) Identifiable reproduction and reprographic charges.
- 5) Expendable field supplies and special field equipment rental.
- 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.

d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
 1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
 3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
 4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
 5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalies, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.

B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or

processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

City of Austin
c/o Steven Lang, City Engineer/Dir. of Public Works
500 Fourth Avenue N.E.
Austin, MN 55912-3773

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

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

City of Austin, MN

OWNER

By _____

Short Elliott Hendrickson Inc.

CONSULTANT

By _____

Attest _____

Attachments: A, B

Attachment A

Scope of Work

Phase 1: AWOS Site Selection Planning Study & Environmental Review Austin Municipal Airport (AUM) Austin, Minnesota April 25, 2023

The Automated Weather Observation System (AWOS) at the Austin Municipal Airport (AUM) is aging and need of replacement. This Site Selection Planning Study will review the AWOS's existing location as well as alternative future location(s) for replacement of the AWOS. This scope includes completing an AWOS Site Selection Study including a survey to determine airspace obstructions, and an environmental review including preparation of a Documented Categorical Exclusion (CATEX) Form [for categorically excluded activities under FAA Order 1050.1F paragraph 5-6.3(c)] and associated studies.

Project Deliverables – The project deliverables of this scope included:

1. AWOS Site Selection Planning Study Memo
2. Wetland Delineation Report
3. FAA Airspace Study (Form 7460-1 Submittal)
4. ALP Sheet Update (if required)
5. Documented Categorical Exclusion (CATEX) Form
6. Phase I Archeological Survey Report

Study Element 1: Project Initiation, Coordination and Administration

Task 1.1 – Project Scoping and Contract Development – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the City of Austin to develop the appropriate work scope, define tasks, lines of communication and establish project goals, objectives or areas of interest. Project fees will be prepared using the final Scope of Work. This task includes project scoping meetings with the City of Austin, MnDOT Aeronautics, and FAA, and responding to proposed revisions to the scope from each entity. An agreement will be developed from the final Scope of Work and approved fees. The agreement will be provided to the City and MnDOT for review and approval prior to a contract being executed. This task also includes time to coordinate scopes of services with subconsultants and development of subconsultant contracts.

Task 1.2 – Project Coordination and Administration - SEH will maintain contact with the City of Austin, MnDOT, and FAA through e-mail, phone, and deliverables. The City of Austin, MnDOT, and FAA will have the opportunity to review and comment on the project deliverables. This task includes time to coordinate and build consensus with these groups and time to make revisions per their recommendations. Subconsultant coordination is included in this task.

SEH will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties include preparation of a budget and schedule, holding internal project meetings to monitor progress, and preparing monthly invoices.

Task 1.3 – Quality Assurance and Control – SEH will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, SEH will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports, and other products included in this Scope of Work.

Task 1.4 – Agency Meetings & Coordination – The FAA and MnDOT will have the opportunity to review and comment on the project deliverables. This task includes time to coordinate, meet, and build consensus with these groups and also time to make revisions per their recommendations. It is anticipated that up to three (3) meetings will take place with the MnDOT and/or FAA through virtual meetings. The topics and schedule of the coordination meetings will be determined and scheduled as needed throughout the project with input from the City and MnDOT. The three meetings may cover the following topics or decision points:

1. Project Kick-Off, preliminary AWOS site alternatives, and review of Owners and Encumbrance findings (**Study Element 3**);
2. Preliminary AWOS site alternatives and environmental overview;
3. Final/Chosen AWOS Site

Deliverable: Project scope, agreement, budget, schedule, and meetings.

Study Element 2: AWOS Site Selection Planning Study

Task 2.1 – AWOS Site Selection Study Report - The existing AWOS site will be evaluated for feasibility, and up to four (4) additional sites will be examined. FAA Order 6560.20C, *Siting Criteria for Automated Weather Observing Systems* will be utilized in the development of the AWOS site alternatives. The preferred site will be coordinated with FAA and MnDOT, and ultimately submitted via an ALP Sheet Update (see **Task 2.4**). AWOS site selection analysis includes electrical, access road, and construction access to the alternative sites, as well as finding from the Initial Owners and Encumbrance Report (**Study Element 3**). This Study does *not* include analysis of co-locating the future AWOS with FAA ILS Glide Slope antennae. The proposed action will be carried into NEPA (**Study Element 4**).

Task 2.2 – Level 2 Wetland Delineations – This task includes wetland delineation, reporting, and agency coordination services for the project. Field delineation will cover approximately 60 acres including cropped fields in the potential AWOS relocation area and the vicinity of the waste transfer station where tree obstruction removal may be needed. Wetland delineation will also include crop slide analysis for the cropped field areas. Procedures for mapping wetlands will follow the 1987 U.S. Army Corps of Engineers *Wetlands Delineation Manual* and the methods set forth in the applicable *Regional Supplement*. SEH will copy the FAA EPS on submittal of delineation report and correspondence with wetland regulatory authorities.

Task 2.3 – Drone Survey - A drone survey will be completed to collect field data for the existing and potential future AWOS sites. Topography, vegetation, and obstruction data will be collected utilizing a drone-based lidar sensor. The obstruction survey will identify the top elevations of objects in Mean Sea Level (MSL). The drone will be operated by an FAA Part 107 licensed pilot, and the operator will be accompanied by a visual observer (required for flights within airport property).

Task 2.4 – FAA Airspace Study Airport Layout Plan (ALP) Sheet Update: SEH will complete an FAA airspace study (Form 7460) to validate the proposed location. MnDOT will coordinate approval from the FAA metrological group for the proposed location. If the Site Selection Planning Study proposes the future AWOS in a different location than existing, Sheet 2 *Airport Layout Plan* will be updated to show the new preferred future AWOS location.

Deliverables: Site Selection Planning Study, Wetland Delineation Report, FAA Airspace Study (Form 7460-1), and ALP Sheet Update (if required).

Study Element 3: Future Parcel Title Work Review

The following identifies the proposed work to assist in the completion of the future property acquisitions.

Task 3.1 – Initial Owners and Encumbrance Information, and Title Opinions – The City Attorney or his/her designee will obtain Owners and Encumbrance information and prepare

an initial Attorney's Title Opinion on P.I.D.s 20.006.0150 and 20.006.0183. Research for the Attorney's Title Opinion will conform with the MN Marketable Title Act (MMTA). The City Attorney will provide to SEH land record documents for all impacted parcels related to the proposed acquisition.

Task 3.2 - Parcel Analysis – To the extent that the land records allow, SEH will map the current parcels of record and any encumbrances upon those parcels which are disclosed in the Title Opinion. SEH will work with the City Attorney to analyze and, if necessary, provide recommended solutions in coordination with the FAA for any encumbrances which are not compatible with the intended airport use. The initial Title Opinions and proposed actions to obtain clear title will be provided to the FAA for review *prior* to preparing the environmental documentation.

Deliverables: Two Initial Attorney's Title Opinions, Land Records, Maps of Parcels and Encumbrances, Identification of Potential Solution to Title Discrepancies

Study Element 4: Documented CATEX Form

Task 4.1 – Prepare Documented Categorical Exclusion (CATEX) Form – This task includes the preparation of a Documented CATEX for the AWOS relocation project. SEH staff will review all 14 impact environmental categories included in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*. The area of potential effect (APE) was determined as part of the Site Selection Study. Additional environmental reviews are documented in the remaining tasks of this Study Element.

Task 4.2. – Phase I Archaeological Survey - A Phase I Archeological Survey will be completed within the Area of Potential Effect (APE), up to 15 acres. The Phase I archaeological survey will involve a systematic pedestrian survey of the archaeology APE to assess potential archaeological sites, identify areas of previous disturbance, and attempt to identify surface features that may not be depicted on historic maps or aerial photographs. Shovel testing will be employed in high potential areas where surface visibility is poor. In addition, limited shovel testing will be completed for sites identified during the pedestrian survey to determine the overall character and delineate the horizontal and vertical extent of sites that may be uncovered. This task will be completed by the subconsultant (PaleoWest / Commonwealth Heritage Group).

A report will be prepared describing project methodology, previous investigations, historical contexts, results, and recommendations. This report will be submitted to FAA for coordination with SHPO.

Deliverables: Documented CATEX, Phase I Archeological Survey Report

Optional Study Elements:

The following tasks are included in the scope of work and fee but can be authorized individually by the City. If not required by the FAA to satisfy environmental review requirements and authorized by the City in writing, work will not proceed, and the City of Austin will not be billed for these items.

Task O.1 - Phase I Environmental Site Assessment (ESA) – If an alternative that requires land acquisition is chosen as the preferred site (Task 2.1), a Phase I Environmental Site Assessment (ESA) will be completed for the Documented CATEX (Task 4.1). This task includes reviewing regulatory and historical records for the site and surrounding area, performing a reconnaissance of the site, interviews with personnel historically tied to the site, review of previous environmental investigation reports provided by the City, and presenting the results in a written report. This work will be completed in accordance with ASTM Practice E1527-21. HIG Historical will provide product historical information for the Phase I ESA.

Deliverables: Phase I Environmental Site Assessment Report

RESOLUTION NO.

APPROVING A CONTRACT WITH SEH FOR
PLANNING AND ENVIRONMENTAL WORK AT THE AUSTIN MUNICIPAL AIRPORT

WHEREAS, the City of Austin is required to have an automated weather observation system for flight planning and pilot information; and

WHEREAS, the current system is in need of replacement and there are multiple steps are required to complete the replacement of the system; and

WHEREAS, SEH, Inc. has provided an estimate for the planning and environmental work in the amount of \$62,000; and

WHEREAS, the project would be funded using a 70% MnDOT State Grant and the remaining 30% with the local airport construction fund; and

WHEREAS, the Engineering Department recommends approving the contract with SEH, Inc.

NOW THEREFORE, BE IT RESOLVED, that the Austin City Council approves the contract with SEH, Inc. for planning and environmental work on the automated weather observation system replacement project.

Passed by a vote of yeas and nays this 5th day of June, 2023.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

ORDINANCE NO. _____

AN ORDINANCE

FOR THE CITY OF AUSTIN, MINNESOTA AMENDING SECTION 12.05, ADOPTING A LETTER OF MAP REVISION PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

The Common Council of the City of Austin does ordain:

SECTION 1. Section 12.05, Subdivision 2, of City Code Chapter 12, shall be amended to read as follows:

Subd. 2. The attached material includes: the Flood Insurance Study for Mower County, Minnesota and Incorporated Areas, dated September 4, 2013; Flood Insurance Rate Maps listed below as (A) through (K), dated September 4, 2013; the Letter of Map Revision, Case No. 16-05-4681P, with an effective date of February 22, 2017; and the letter of map revision, Case No. 21-05-3696P, dated September 15, 2023, including all attached maps, tables, and flood profiles; all prepared by the Federal Emergency Management Agency:

- A. 27099C0167D;
- B. 27099C0169D;
- C. 27099C0170D;
- D. 27099C0175D;
- E. 27099C0178D;
- F. 27099C0179D;
- G. 27099C0183D;
- H. 27099C0186D;
- I. 27099C0187D;
- J. 27099C0188D;
- K. 27099C0189D;
- L. 27099C0191D; *and*
- M. 27099C0193D;

Passed by a vote of yeas and nays this _____ day of _____, 2023

ATTEST:

City Recorder

APPROVED:

Mayor

City of Austin
500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773
www.ci.austin.mn.us



Craig D. Clark, MPA
City Administrator
507-437-9941
craigc@ci.austin.mn.us

MEMO

To: Honorable Mayor and City Council Members

From: Craig D. Clark
City Administrator

Date: May 24, 2023

Subject: Conversation Benches Contribution

The Chamber's downtown committee has advanced a request for more "conversation benches" that would remove two more of the regular benches and replace them with the benches which face each other. Two of these smaller benches were done in front of Sweet Reads as a demonstration, so feel free to check them out.

Others got excited and raised additional funds for more of these benches, with donations coming from U.S. Bank and other downtown supporters. As with the first set of benches, the downtown committee is asking the city to match the contributions paying half of the roughly \$1,000 cost.

If Council is agreeable to providing the match, it would come from contingency funding.

RESOLUTION NO.

ACCEPTING DONATIONS TO THE CITY OF AUSTIN

WHEREAS, the City has received gift as follows:

Gift	Donor	For
\$708	Sweet Reads/Lisa Deyo	Downtown benches
\$500	Discover Austin	Downtown benches

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 5th day of June, 2023.

YEAS **NAYS**

ATTEST:

APPROVED:

City Recorder

From: Craig Clark
Sent: Monday, May 22, 2023 5:34 PM
To: Ann Kasel
Cc: Dave Merrill
Subject: FW: Public Safety Lease Amendment
Attachments: PS0225 amd 3.pdf; PS0225 amd 2.pdf

From: Scharffbillig, Ashley (DPS) <ashley.scharffbillig@state.mn.us>
Sent: Wednesday, April 19, 2023 10:47 AM
To: Craig Clark <craigc@ci.austin.mn.us>
Subject: Public Safety Lease Amendment

Hi Craig,

Public Safety has a lease with Ely for use of some space for occasional motorcycle testing. We'd like to continue that lease. I've included the latest amendment for signature and the previously signed one too. If this is OK it can be signed and emailed back to me and I'll send a fully signed copy from my end. Let me know if you have any questions.

*Ashley Scharffbillig
Leasing Coordinator
State of Minnesota, Department of Public Safety
Finance & Administrative Services
445 Minnesota Street, Suite 126
Saint Paul, MN 55101
Voice: 651-201-7007 Fax: 651-282-6586
Ashley.scharffbillig@state.mn.us*



STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 3

Lease No. PS0225

THIS AMENDMENT, made by and between City of Austin, Park and Recreational Department, 500 4th Avenue NE, MN 55912 hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety, Driver and Vehicle Services, shall be an amendment to Lease No. PS0225.

WHEREAS, LESSOR and LESSEE entered into Lease No. PS0225, involving the lease of an area approximately 55' x 126' in a section of the Todd Park North Diamond Parking lot, located east of Mower County Road 16, 1.2 miles north of I-90 in the county of Mower;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. PS0225 effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of Five (5) years, commencing July 1, 2023 and continuing through June 30, 2028 ("Renewal Term"), at the same terms, conditions and rental rate.
2. **RENT**
 - 2.1 The consideration for this Lease Agreement shall be the mutual benefits to both parties of this Lease Agreement.
 3. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

NO ATTACHMENTS

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR: CITY OF AUSTIN, PARKS AND RECREATIONAL DEPARTMENT

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

By _____

Title _____

Date _____

By _____

Title _____

Date _____

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
Delegated To:

By _____

Title _____

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By _____

Title _____

Date _____

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 2

Lease No. PS0225

THIS AMENDMENT, made by and between City of Austin, Park and Recreational Department, 4th Avenue NE, Austin, MN 55912, hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety, Driver and Vehicle Services, shall be an amendment to Lease No. PS0225.⁵⁰⁰

WHEREAS, LESSOR and LESSEE entered into Lease No. PS0225, involving the lease of a designated area approximately 55' x 126' in a section of the Todd Park North Diamond Parking lot, located east of Mower County Road 16, 1.2 miles north of I-90 in the county of Mower;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. PS0225 effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of five (5) years, commencing July 1, 2018 and continuing through June 30, 2023 ("Renewal Term"), at the same terms, conditions and rental rate.
2. **RENT**
 - 2.1 The Consideration for the Lease Agreement Shall be the mutual Benefits of Both Parties of this Lease Agreement.
3. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

NO ATTACHMENTS

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR: CITY OF AUSTIN, PARKS AND RECREATION DEPARTMENT

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

By Thomas Elliott
Title Mayor
Date June 18, 2018

By Tom Dahl
Title City Recorder
Date June 18, 2018

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
Delegated To:

By Al S.
Title Lease Coordinator
Date 19 JUNE 2018

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By Peter M. Ziem
Title Deputy Director
Date 6-20-18

RESOLUTION NO.

**Extending Leasing Agreement with the Minnesota Department of Public Safety
for Use of Todd Park for Motorcycle Safety Training**

WHEREAS, the City of Austin is currently in agreement with the Minnesota Department of Public Safety State for their use of a portion of Todd Park; and

WHEREAS, the current five-year lease is expiring, and the lessee wishes to renew the lease for another two years; and

WHEREAS, the Mn Department of Public Safety, Driver & Vehicle Services has used the section of Todd Park for a motorcycle skill test course.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin does hereby authorize the Mayor and City Recorder to sign a lease for the use of a portion of Todd Park, a copy of which is attached hereto.

Passed by a vote of yeas and nays this 5th day of June, 2023.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

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



Thomas Dankert
 Director of
 Administrative Services
 507-437-9959
 Fax 507-433-1693
 tdankert@ci.austin.mn.us

TO: Mayor King and Council Members
 FROM: Tom Dankert
 DATE: May 25, 2023
 RE: **Budget Adjustment #3 – 2023 Budget Adjustment**
 U:\Word\2023\Miscellaneous\2023 Budget Adjustment #3.doc

The City of Austin has approved funding for the whitewater study that includes contributions from other organizations. Additionally, the City of Austin has been moved up by LOGIS in its timeline for implementing new software to replace the current Oracle software (jdedwards). Originally, we had planned on a 2024 implementation and a transfer from the General Fund fund balance into the M.I.S. Administration funds (see attached 5-Year CIP page), but that will now be needed in 2023 with the change in the implementation schedule. Therefore, a budget adjustment is being requested, as follows:

General Fund (11000):

- Whitewater rafting, \$39,950
- Transfer to M.I.S. Administration fund, \$200,000

	<u>Debit</u>	<u>Credit</u>
49011.5107 Contributions		\$ 39,950
49011.6540 Equipment	\$ 39,950	
49911.7772 Transfer to M.I.S. Adm. Fund	\$ 200,000	
41110.5490 Use of Fund Balance		\$ 200,000
Total General Fund	\$ 239,950	\$ 239,950

M.I.S. Administration Fund (72000):

IT Department:

- LOGIS implementation, \$300,000.

	<u>Debit</u>	<u>Credit</u>
41507.6319 Joint Powers Services	\$ 300,000	
41507.5401 Transfers In		\$ 200,000
41507.5490 Use of Fund Balance		\$ 100,000
Total M.I.S. Administration Fund	\$ 300,000	\$ 300,000

By passing a Resolution, council will have then officially amended the budget for the 2023 year that would allow for the above purchases/transfers. Please do not hesitate to give me a call if you have any questions.

e) **Software Implementation:**

The current provider of accounting and human resources software is in the process of an RFP as the current software we use is nearing the end of support from Oracle. The RFP will include implementation costs and annual licensing/maintenance fees.

The estimated implementation cost of \$253,000 would be paid for via the City of Austin's M.I.S. Fund in 2024 after a General Fund transfer from fund balance of \$200,000.

2. Project Schedule

PROJECT SCHEDULE – ADMINISTRATION						
	Description	2023	2024	2025	2026	2027
a	Comp. Replacement	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
d	Public Works Imp.	\$ 37,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
c	City Hall Controls	\$ 22,000				
d	iPads		\$ 7,500			
e	Software Implementation		\$ 253,000			
	Total Expenses	\$ 79,000	\$ 305,500	\$ 45,000	\$ 45,000	\$ 45,000

3. Funding Summary

FUNDING SUMMARY – ADMINISTRATION					
	2023	2024	2025	2026	2027
Tax Levy	\$ 59,000	\$ 32,500	\$ 25,000	\$ 25,000	\$ 25,000
Building Fund (48000)					
M.I.S. Repl. Fund (72000)	\$ 20,000	\$ 273,000	\$ 20,000	\$ 20,000	\$ 20,000
Total Administration	\$ 79,000	\$ 305,500	\$ 45,000	\$ 45,000	\$ 45,000

CASH BALANCE REVIEW – M.I.S. REPLACEMENT FUND (72000)					
	2023	2024	2025	2026	2027
Beg. Cash Balance 1/1	\$230,000	\$259,236	\$247,136	\$240,136	\$233,836
Investment Earnings		\$ 3,000	\$ 3,000	\$ 2,000	\$ 2,000
User Charges	\$260,000	\$275,000	\$285,000	\$295,000	\$305,000
General Fund Transfer	\$ 200,000				
Less: Computer Replace.	(\$ 20,000)	(\$273,000)	(\$ 20,000)	(\$ 20,000)	(\$ 20,000)
Less: Operations (Note 1)	(\$210,764)	(\$217,100)	(\$275,000)	(\$283,300)	(\$291,700)
End. Cash Balance 12/31	\$ 259,236	\$ 247,136	\$ 240,136	\$ 233,836	\$ 229,136

Note 1: The M.I.S. Administrator is paid for via this fund and includes an estimated inflationary increase factor of 3% per year. In 2025, after implementation, LOGIS annual fees estimated to increase \$50,000. This does not include a depreciation charge as this is looking at cash balances only.

Note 2:

See Section II for a review of the Tax Levy and Building Fund.

Tom Dankert

From: Tom Dankert
Sent: Tuesday, March 7, 2023 2:55 PM
To: Dave Merrill; Patti Hamilton
Cc: Craig Clark; John Garry
Subject: Whitewater rafting funds

Dave,

Based on Council action last night that will go next to the City Council on March 20 for official approval, please use the following accounts when we get the funds for the project:

- Donations = 49011.5107 for the donations coming in.

Once we receive the \$39,950 (\$49,950 less the City's \$10,000 commitment) for "tasks 1-7" then the Mayor and I should be able to sign the contract. Please note, the \$49,950 does NOT include the \$15,000 Alternate #1 for an economic analysis, so if it is your intent to also have that, then please update Council at the March 20 council meeting.

Please note, we don't want the check from the DCA until after Council approval on March 20. I believe when we spoke, you thought all donations were going to the DCA and then they would write us one check. That would be real easy if that occurred! I will do a budget amendment once we get the funds in and can sign the contract. I will then release the expense code you can charge the feasibility study to when paying the bills.

Please let me know if you have any questions and good luck with the project.



Tom Dankert, CPA
Director of Administrative Services
City of Austin
500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773
507-437-9959 / Fax 507-433-1693

Needed

Budget Adjustment

DR

CR

49011.5107

39,950

49011.6540

39,950

RESOLUTION NO.

BUDGET ADJUSTMENT #3

**RESOLUTION AMENDING THE 2023 OPERATING BUDGET
OF FUND 11 - GENERAL FUND
AND FUND 72 M.I.S. ADMINISTRATION FUND**

WHEREAS, the City Council of the City of Austin adopted Resolution No. 16678 on December 19, 2022 approving the 2023 operating budgets for the various city operations; and

WHEREAS, the following items have been approved for funding and require an amendment to the 2023 budget:

General Fund (11000):

	<u>Debit</u>	<u>Credit</u>
49011.5107 Contributions		\$ 39,950
49011.6540 Equipment	\$ 39,950	
49911.7772 Transfer to M.I.S. Adm. Fund	\$ 200,000	
41110.5490 Use of Fund Balance		\$ 200,000
Total General Fund	\$ 239,950	\$ 239,950

M.I.S. Administration Fund (72000):

	<u>Debit</u>	<u>Credit</u>
41507.6319 Joint Powers Services	\$ 300,000	
41507.5401 Transfers In		\$ 200,000
41507.5490 Use of Fund Balance		\$ 100,000
Total M.I.S. Administration Fund	\$ 300,000	\$ 300,000

WHEREAS, generally accepted accounting principles and reporting practices call for the amendment of the adopted budget to properly reflect these authorizations.

NOW THEREFORE, BE IT RESOLVED that the City Recorder shall record these authorized budget amendments upon the City's 2023 financial records.

Passed by a vote of yeas and nays this 5th day of June, 2023.

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: May 31, 2023
Subject: Community Sign, Limited Use Permit (LUP)

Attached for your review is a Limited Use Permit with MnDOT for the placement of a community sign within I-90 MnDOT right-of-way.

Details of the permit include:

- Solely for the purpose of constructing and maintaining a Municipal Identification Entrance Sign.
- LUP requires renewal every 10-years.
- Permittee is responsible for any repairs to the sign.
- Permittee is responsible for removal upon expiration of the permit.
- Permittee shall indemnify, hold harmless and release the State of Minnesota from and against any claims or damages resulting from the sign.

We request Council authorize the Mayor and Recorder to execute the LUP. Please let me know if you have any questions. Thanks

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

5080 T.H. 90C.S. 5080 (T.H. 90)
County of Mower
LUP # 5080-0020
Permittee: City of Austin
Expiration Date: 06/01/2033

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. 90 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.

Municipal Identification Entrance Sign

The Permittee's use of the Area is limited solely for the purpose of constructing and maintaining a Municipal Identification Entrance Sign ("Facility"), and the use thereof may be further limited by Minnesota Statutes Section 173.02 Subdivision 6(a) and Section 173.025.

The Permittee shall not access the Area from the trunk highway roadway. All access to the Area for the purpose of constructing and maintaining the Facility shall be accomplished through an opening in the access control fence designated by MnDOT's District Engineer.

No advertising of any nature is permitted on the Facility except that the Permittee may incorporate a pictograph or a short promotional slogan which has historically been used in the identification of the Permittee.

[ADDRESS ANY UNIQUE MATTERS HERE, SUCH AS CONDITIONS RELATED TO ILLUMINATION OF THE FACILITY, LANDSCAPING, ETC.]

In addition, the following provisions shall apply:

1. TERM. This LUP terminates at 11:59PM on ("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.

The Facility shall be constructed according to the plans that are attached as Exhibit A. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee shall construct the Facility only at the location shown in the attached Exhibit "A" subject to verification by MnDOT that the construction geometrics and procedures result in a Facility that is 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 existing survey monuments and 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.

4. MAINTENANCE. The Permittee shall keep the Facility in good repair. 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. MnDOT may, without prior notice, remove any Facility that presents a safety risk or which has not been properly maintained.
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 that would become subject to Section 4(f) of the Federal-Aid Highway Act of 1968. 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 facilities are constructed, maintained, or otherwise operated on the property described in this 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 facilities and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), (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 (LEP) will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the time and manner of access to the Facility located on the trunk highway right of way, so as to maintain the safety of both the traveling public and Permittee.
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:

500 Fourth Avenue 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.

By: _____
Transportation 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

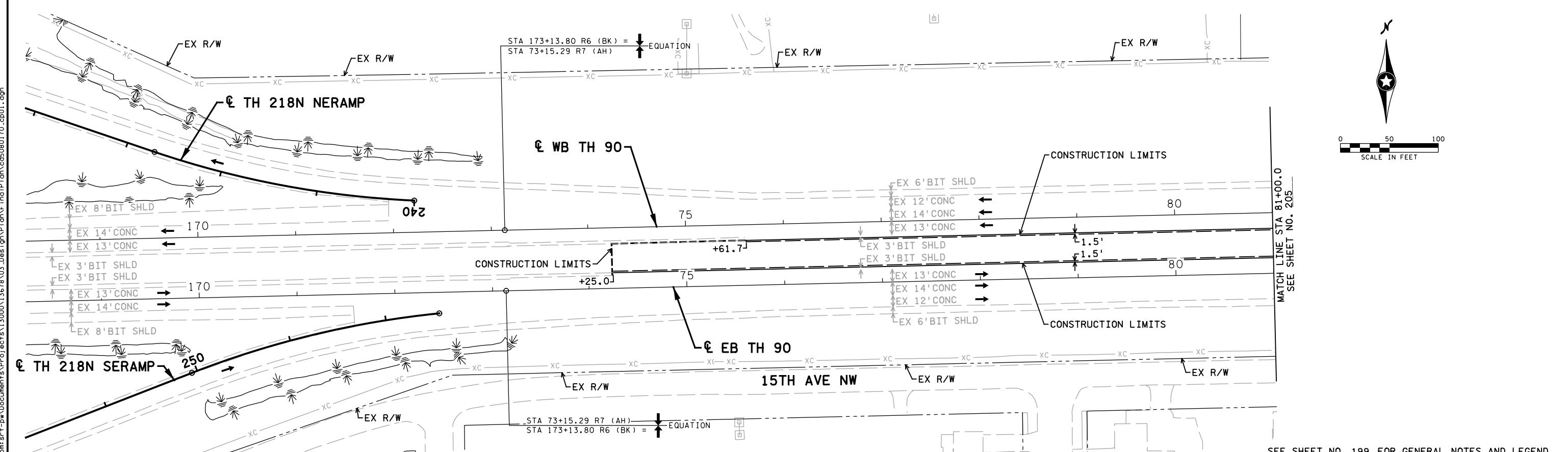
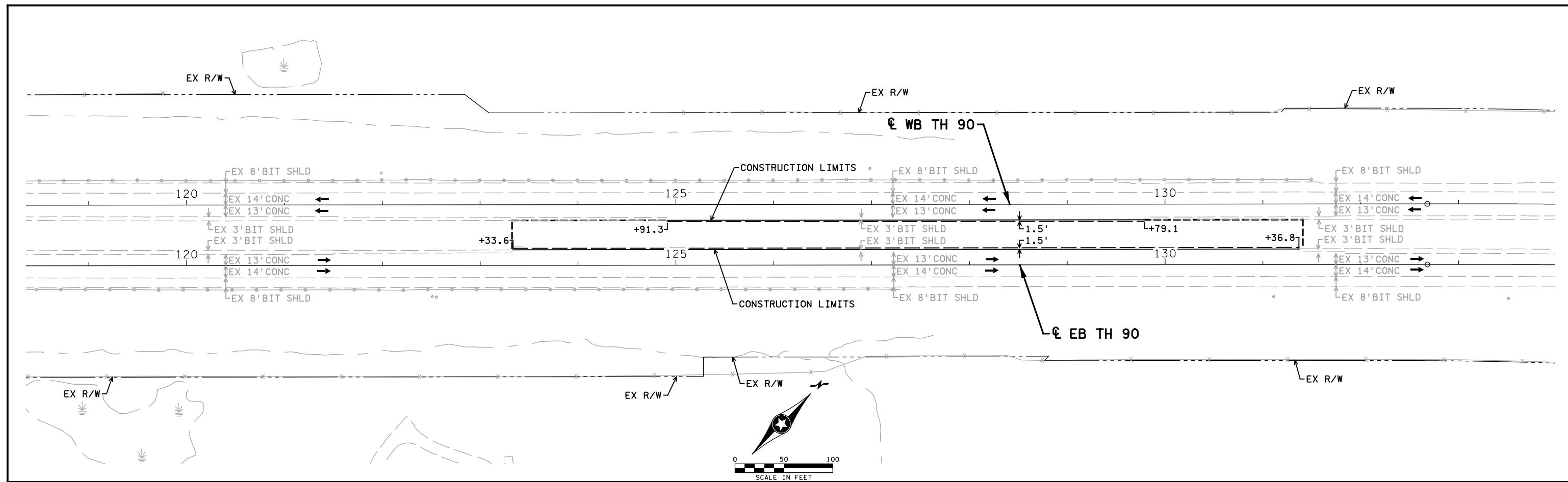
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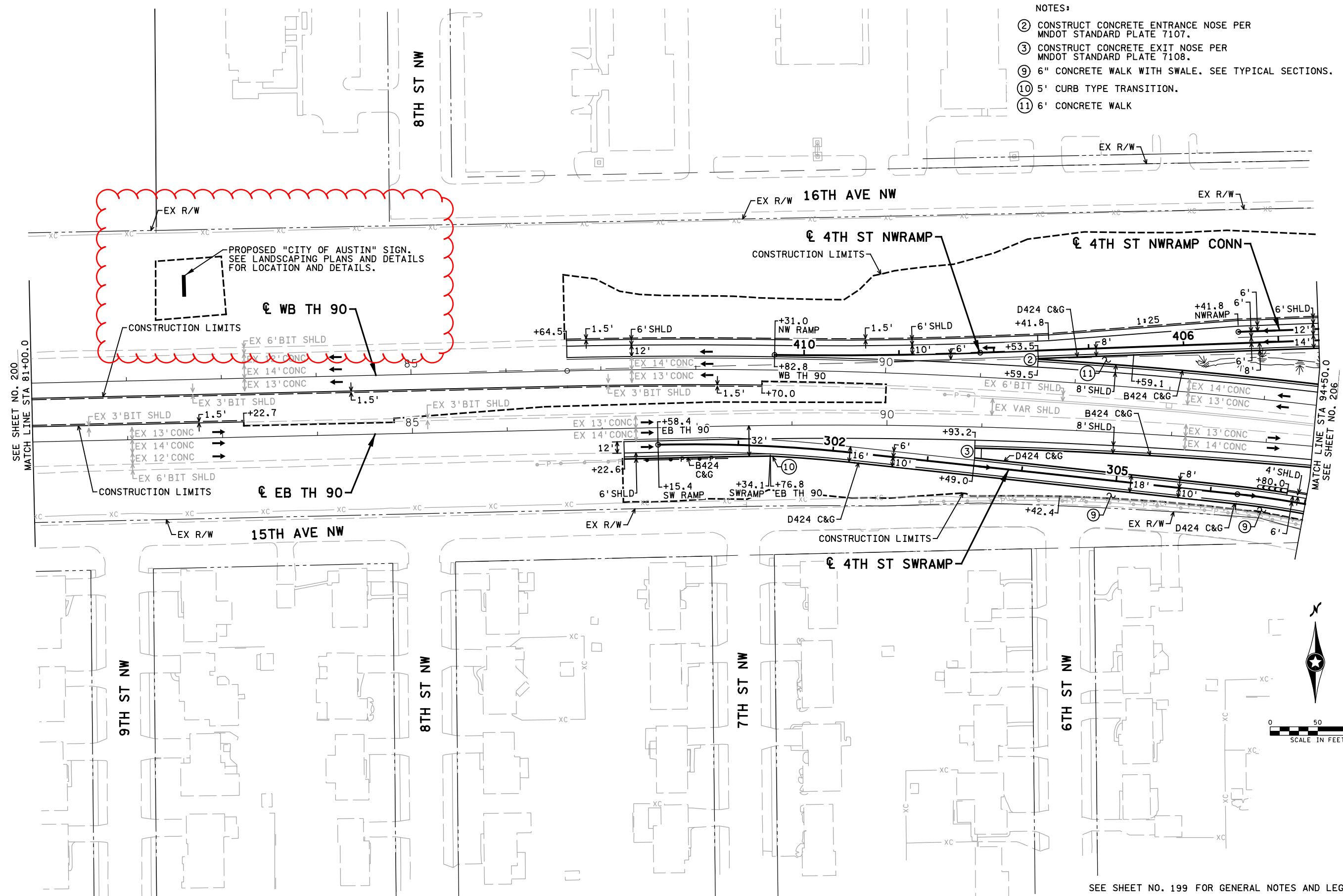
SEE SHEET NO. 199 FOR GENERAL NOTES AND LEGEND.

STATE PROJECT NO. S080-170	DRAWN S MAR
STATE AID PROJECT NO. D50-645-010 04-135-008	DESIGNED N SCHM
CITY PROJECT NO. 3108	CHECKED B ROB
	COMM. NO.



MINNESOTA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION PLANS
SP 5080-170 (TH 90)
CROSSOVER MEDIAN RESTORATION

SHEET
200
OF
404



NOTES:

CONSTRUCT CONCRETE ENTRANCE NOSE PER
MNDOT STANDARD PLATE 7107.

CONSTRUCT CONCRETE EXIT NOSE PER
MNDOT STANDARD PLATE 7108.

6" CONCRETE WALK WITH SWALE. SEE TYPICAL SECTIONS.

5' CURB TYPE TRANSITION.

6' CONCRETE WALK

SEE SHEET NO 200

SEE SHEET NO: 200
MATCH LINE STA 81+00.0

MATCH LINE STA 94+50.0
SEE SHEET NO. 206

500' IN FEET

SEE SHEET NO. 199 FOR GENERAL NOTES AND LEGEND.

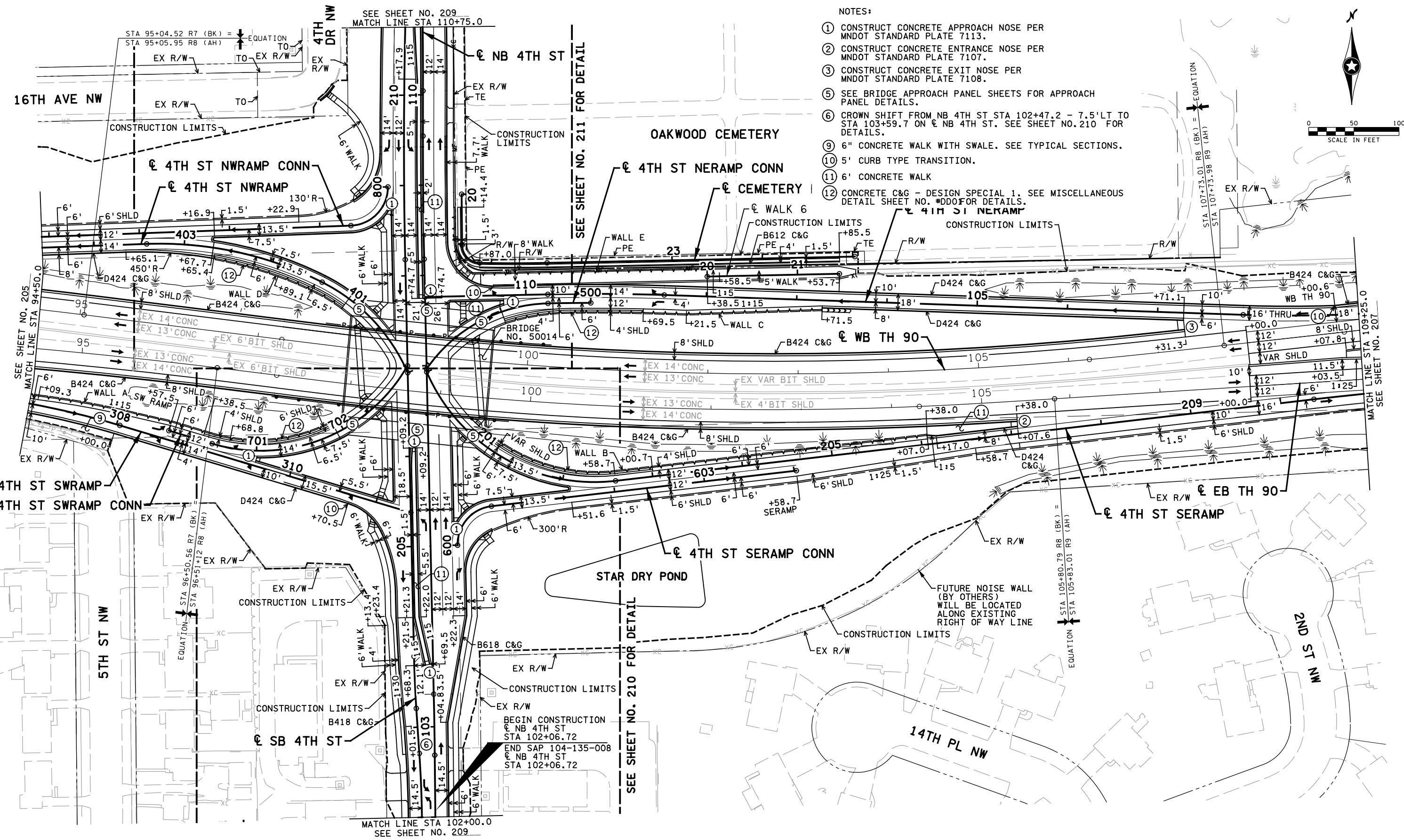
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CITY PROJECT NO. 23108	CHE B
	COMM. I

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SRF

MINNESOTA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION PLANS
SP 5080-170 (TH 90)
4TH ST INTERCHANGE/CROSSOVER MEDIAN RESTORATION

11:08:33 AM 1/12/2023
www.srf-pw.de/DesignPlan\DesignPlan\cd5080170_.cdp5, dgn



SEE SHEET NO. 199 FOR GENERAL NOTES AND LEGEND.

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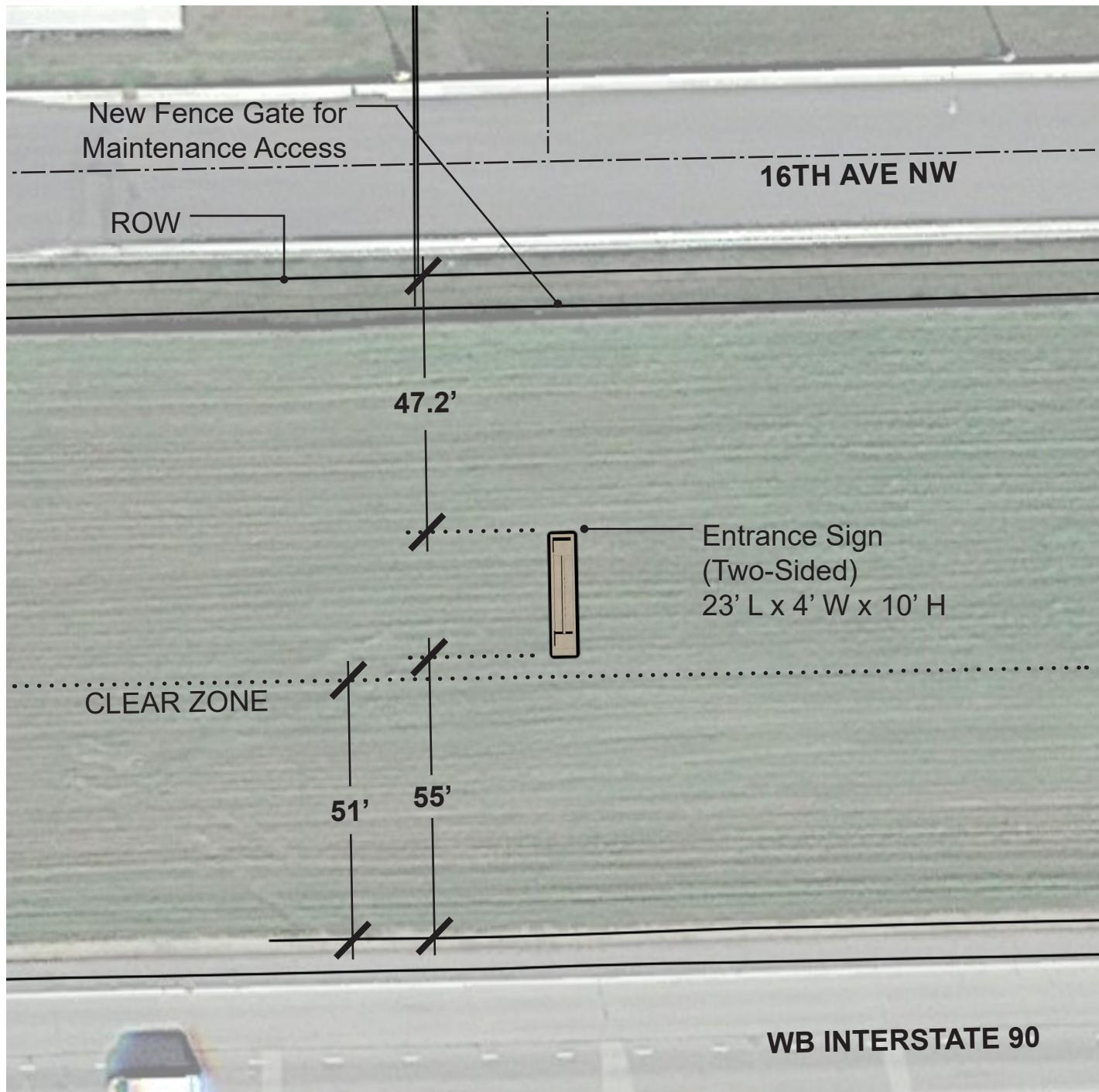
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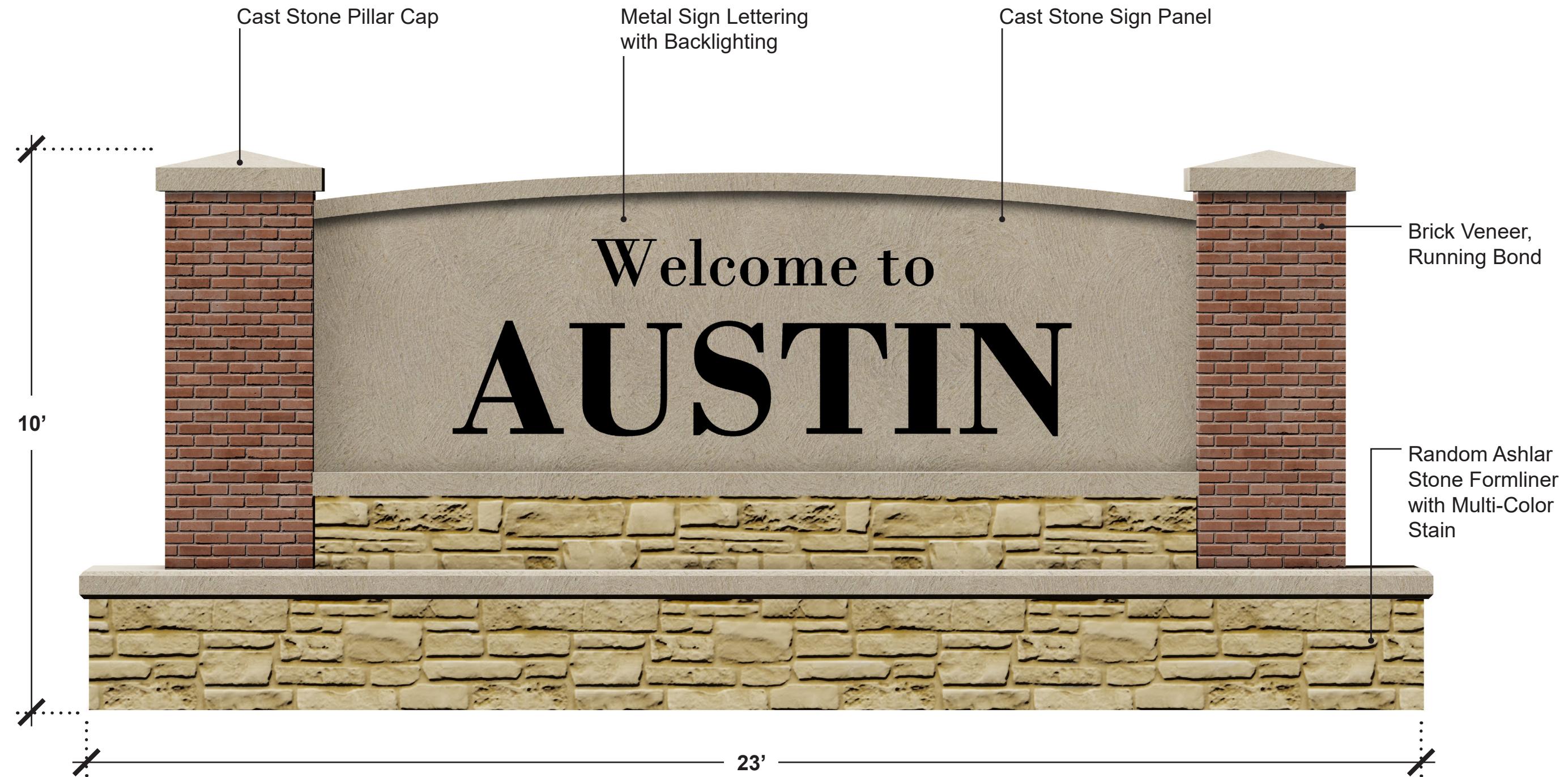


MINNESOTA DEPARTMENT OF TRANSPORTATION

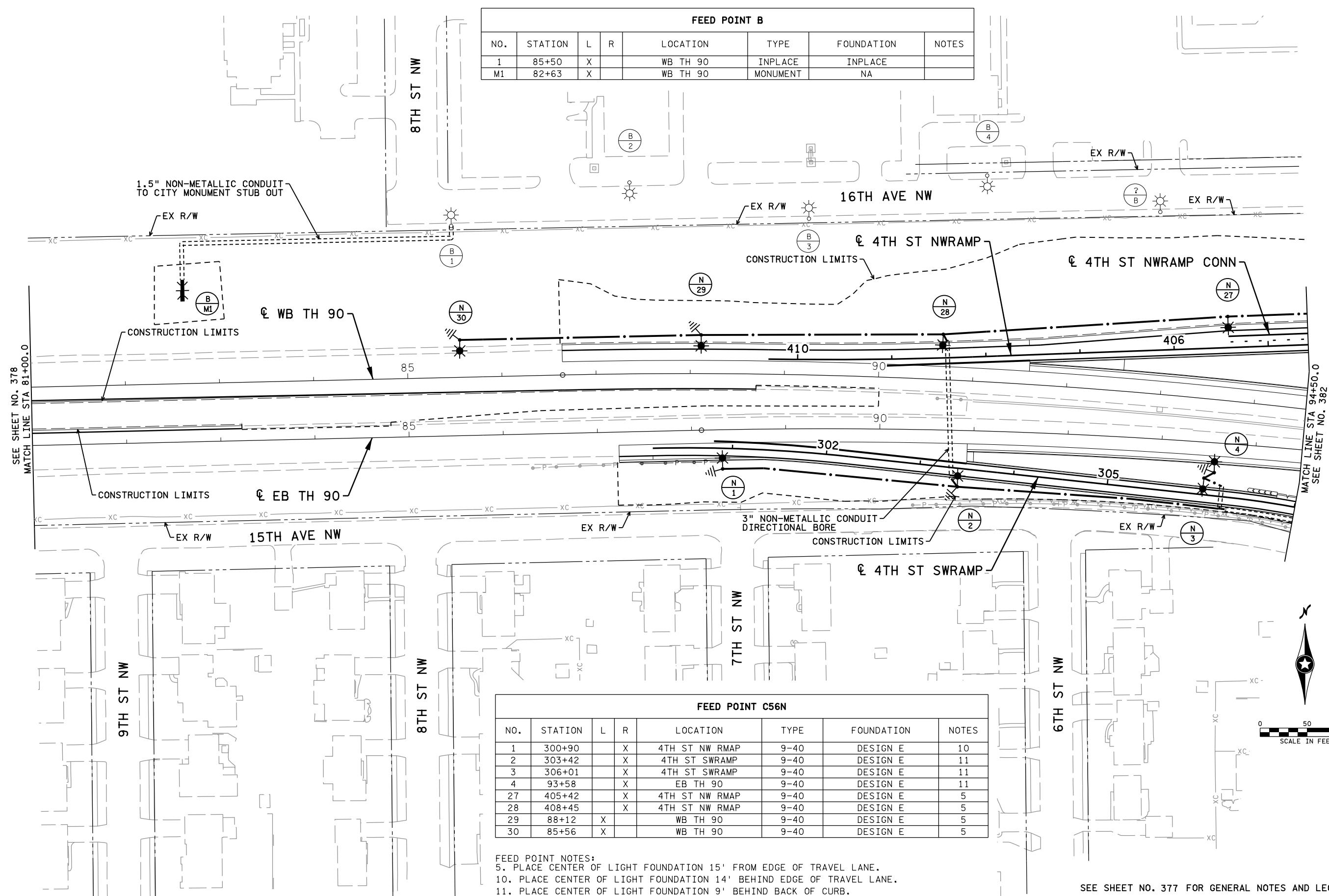
CONSTRUCTION PLANS
SP 5080-170 (TH 90)
4TH ST. INTERCHANGE

SHEET
206
OF
404









FEED POINT NOTES:
5. PLACE CENTER OF LIGHT FOUNDATION 15' FROM EDGE OF TRAVEL LANE.
10. PLACE CENTER OF LIGHT FOUNDATION 14' BEHIND EDGE OF TRAVEL LANE.
11. PLACE CENTER OF LIGHT FOUNDATION 9' BEHIND BACK OF CURB.

SEE SHEET NO. 377 FOR GENERAL NOTES AND LEGEND.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

STATE PROJECT NO. 5080-170	DRAWN T. RICHA
STATE AID PROJECT NO. 050-645-010 104-135-008	DESIGNED T. RICHA CHECKED S. MCHE
CITY PROJECT NO. 23108	COMM. NO.



MINNESOTA DEPARTMENT OF TRANSPORTATION

LIGHTING PLANS AND DETAILS
SP 5080-170 (TH 90)

4TH ST INTERCHANGE/CROSSOVER MEDIAN RESTORATION

SHEET
381
OF
448

RESOLUTION NO.

Limited Use Permit 5080-0020

BE IT RESOLVED by the City Council of the City of Austin, Minnesota that the City enter into a permit No. 5080-0020 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 Truck Highway No. 90 for the limits of which are defined in said Limited Use Permit.

BE IT FURTHER RESOLVED that the City Council of the City of Austin does hereby approve said limited use permit and authorizes and directs the Mayor and City Recorder to execute said permit on behalf of the City.

Passed by a vote of yeas and nays this 5th day of June, 2023

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Austin at an authorized meeting held on the 5th day of June, 2023, as shown by the minutes of the meeting in my possession.

Ann M. Kasel, City Clerk

Subscribed and sworn to before me
this 5th day of June, 2023.

Notary Public

My Commission Expires: _____

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



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

Memorandum

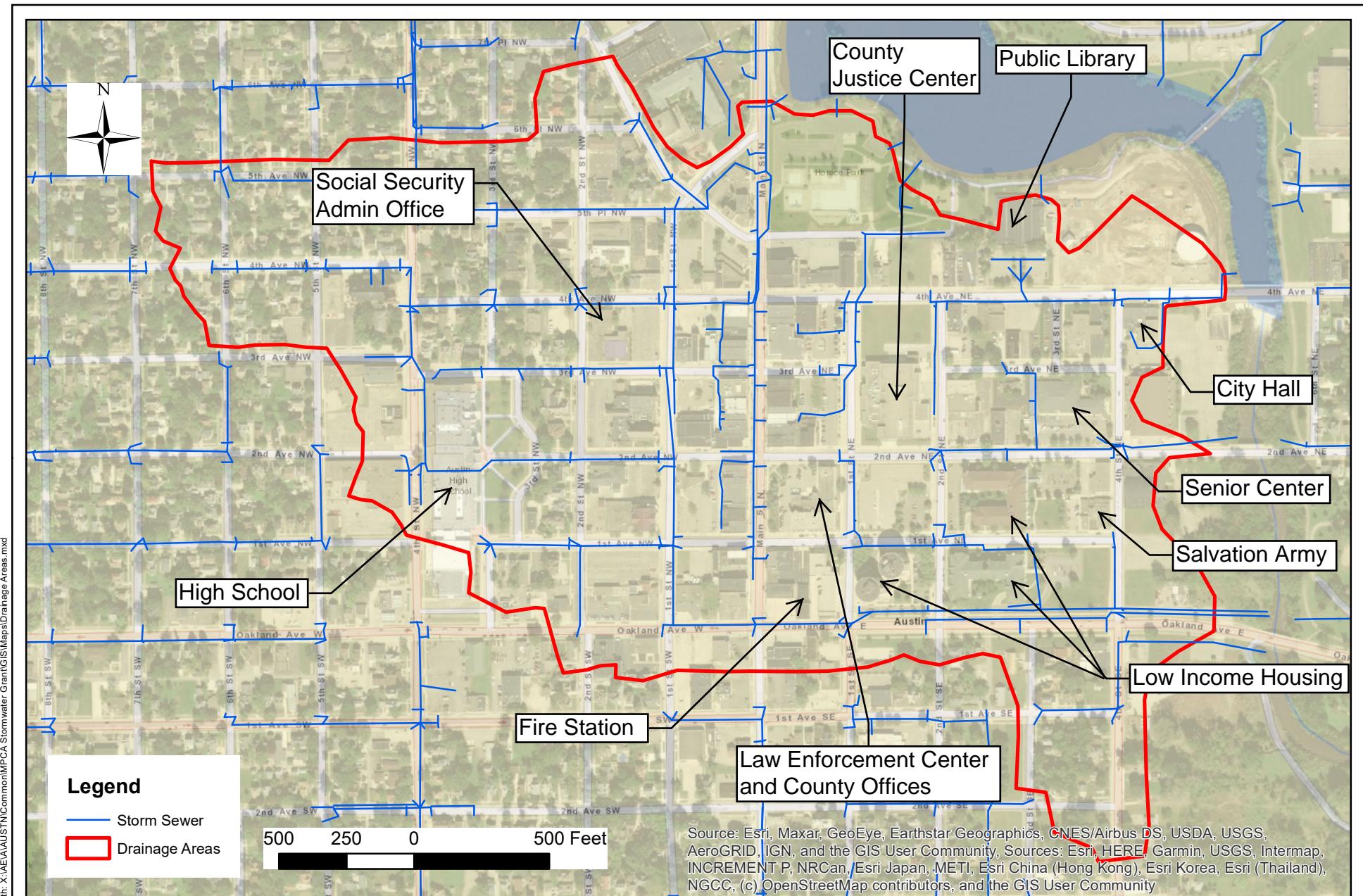
To: Mayor & Council
From: Mitch Wenum, P.E.
Date: May 30, 2023
Subject: Planning Grants for Stormwater, Wastewater, and Community Resilience

The City of Austin was awarded a grant through the MPCA in the amount of \$66,930 to develop a Downtown Stormwater Resilience Plan. The plan will identify locations and causes of localized surface flooding within the downtown area. The plan would assess potential damage and community vulnerability due to localized surface flooding, develop potential projects to reduce flooding and mitigate the effects of climate change in the downtown area, and estimate the cost for implementation.

SEH has provided us with a proposal for professional services to develop the Downtown Stormwater Resilience Plan in the amount of \$66,930 and would be funded using the following:

Planning Grant (SEH)	\$66,930 (79%)
Local Match (In-Kind Services)	<u>\$18,040 (21%)</u>
Total Project Cost	\$84,970

We recommend awarding professional services for the development of the Downtown Stormwater Resilience Plan to SEH. Please let me know if you have any questions.



3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110
PHONE: (651) 490-2000
FAX: (651) 490-2150
WATTS: 800-325-2055
www.sehinc.com

Project: AUSTN 170546
Print Date: 1/5/2023

Austin Downtown Stormwater Resilience Plan

Austin, MN

Figure 1

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages that arise out of the user's access or use of data provided.

Agreement for Professional Services

This Agreement is effective as of May 24, 2023, between City of Austin (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Downtown Stormwater Resilience Plan**

Client's Authorized Representative: Mitch Wenum

Address: 500 Fourth Ave NE, Austin, Minnesota, 55912, United States

Telephone: 507.437.9950 **email:** MitchW@ci.austin.mn.us

Project Manager: Jordan Thole

Address: 3535 Vadnais Center Drive, St. Paul, Minnesota 55110

Telephone: 651.490.2144 **email:** jthole@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

See Attachment A for Scope of Services.

Schedule: See Attachment A for project schedule.

Payment:

The fee is hourly not-to-exceed \$66,930.00 including expenses and equipment. See Attachment B for fee breakdown.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

By: *Bob Cahn*
Full Name: Bob Cahn
Title: Principal

City of Austin

By: _____
Full Name: _____
Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Austin (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated May 24, 2023

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment. See Attachment B.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.

2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.

2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.

2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.

4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to 2. interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of

Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and

disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.

3. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
4. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's

individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



520 Lafayette Road North
St. Paul, MN 55155-4194

Attachment A

Planning Grants for Stormwater, Wastewater, and Community Resilience

Project workplan

SWIFT Contract No.: 226034

AI: 99891

Activity ID: PRO20230001

Project title: Austin Downtown Stormwater Resilience Plan

1. Project summary:

Organization: City of Austin (the City)

Grantee's Authorized Representative (Grantee project manager): Mitch Wenum

Title: Assistant City Engineer

Address: 500 4th Avenue NE
Austin, MN 55912

Phone: 507-437-9950

Email: MitchW@ci.austin.mn.us

Minnesota Pollution Control Agency (MPCA) contact:

State's Authorized Representative (MPCA project manager): Aimee Duchene

Title: Grants Coordinator

Address: 714 Lake Ave., Suite 220
Detroit Lakes, MN 56501

Phone: 218-847-1519

Email: aimee.duchene@state.mn.us

Project information

Start date: 05/2023

End date: 6/30/2024

Total cost: \$84,970.00 (Grant: \$66,930.00; Match: \$18,040.00)

2. Statement of project details

The City proposes to develop a Downtown Stormwater Resilience Plan (Plan) that identifies locations and causes of localized flooding within the City's downtown area, assesses damage potential and community vulnerability due to localized flooding in the downtown area, develops potential projects to reduce flooding and mitigate the effects of climate change in the downtown area, and estimates the cost of project implementation. Public engagement will be conducted during the development of this Plan to obtain information about past flooding and provide educational opportunities for the public to learn about the City's stormwater infrastructure, climate change, and their ability to improve community resiliency.

3. Goal statement, project deliverable(s), tasks, and subtasks

Goal statement:

The City of Austin will achieve the following goals through the development of a Downtown Stormwater Resilience Plan:

- (1) Identify areas within the downtown portion of the City that are most prone to localized flooding by developing a watershed-wide XPSWMM model of the stormwater management infrastructure,
- (2) Identify feasible stormwater improvement projects that minimize localized flooding for the downtown area and develop corresponding implementation cost estimates,
- (3) Estimate the impact of climate change on localized flood risk for the downtown area for the existing and proposed conditions,
- (4) Conduct a vulnerability assessment to identify locations where localized flooding impacts vulnerable populations for existing and proposed conditions,
- (5) Conduct a damage potential assessment to identify areas of greatest flood damage potential within the downtown area for existing and proposed conditions,
- (6) Conduct a critical infrastructure assessment to identify areas where critical infrastructure in the downtown area is at risk of flooding for existing and proposed conditions,
- (7) Engage the public to obtain input and share information throughout the planning process, and
- (8) Produce an actionable plan that clearly identifies feasible stormwater improvement projects, prioritizes projects for implementation, and provides corresponding implementation costs.

Project deliverables:

The City will develop a Downtown Stormwater Resilience Plan to increase community understanding of localized flood risk and identify feasible projects for mitigating the flood risk. This Plan will provide detailed information about the resilience of the stormwater infrastructure within the study area based on current and future rainfall conditions that consider the effects of climate change. The Plan will include information about preceding stormwater studies, the impact of localized flooding experienced by the community, and modeling results showing localized flood risk within the study area. The Plan will also include results of a vulnerability assessment that will be conducted using the modeling results. This Plan will also clearly identify projects which could be implemented to minimize localized flood risk and corresponding construction cost estimates. This Plan is expected to provide a comprehensive summary of the City's plan to increase stormwater resiliency for the downtown area and will be used by the City for future funding applications for project implementation.

Task 1 of 7: Data Collection & Review

Subtask 1a: Review of Available Stormwater Data

Brief description of activities involved: Previously collected data of the stormwater management system will be reviewed along with information about previous rainfall events that resulted in localized flooding within the downtown area. Previously prepared relevant studies will also be reviewed as part of this subtask.

Subtask 1b: Survey Data Collection

Brief description of activities involved: Survey-grade equipment will be used to obtain critical information about the City's existing stormwater management infrastructure within the study area. It is expected that survey data will be collected of the storm sewer system, culverts, and overland drainageways and ditches.

Subtask 1c: Geographic Information System (GIS) Database Development

Brief description of activities involved: The survey data collected of the City's stormwater management infrastructure will be used to improve the City's GIS database. This new comprehensive GIS database will include a more complete record of the City's stormwater management system in the study area including survey-grade locations and elevations of the storm sewer system.

Task 2 of 7: Community Outreach & Engagement

Subtask 2a: Project Kickoff Open House

Brief description of activities involved: The purpose of this open house will be to inform the public of the City's intent to prepare a Downtown Stormwater Resilience Plan and solicit input from the community. This open house will be held prior to initiating the survey data collection so that specific information such as high-water marks can be surveyed. This open house will occur during a Council Work Session or as a separate open house event.

Subtask 2b: Community Stormwater Map

Brief description of activities involved: An interactive web-based map of the study area will be developed and used as a platform to compile community input. The community will be asked to add virtual "pins" to the map to identify areas of observed flooding and ideas for improving stormwater management within the study area. This map will be publicized in the local newspaper.

Subtask 2c: Downtown Stormwater Resilience Plan Open House

Brief description of activities involved: The purpose of this open house will be to share the results of the Downtown Stormwater Resilience Plan with the community. The open house will be an opportunity for the community to review the localized flooding modeling results, risk assessment, and vulnerability assessment. The community will also see which projects were identified as providing mitigation for localized flood risk within the downtown area. This open house will occur during a Council Work Session or as a separate open house event.

Task 3 of 7: Existing Stormwater System Resilience Assessment

Subtask 3a: XPSWMM Model Development – Existing Conditions

Brief description of activities involved: A hydrologic and hydraulic model of the study area will be developed using XPSWMM. This model will include a 2D modeling component that represents flood storage and overland flow patterns to simulate real-world conditions more accurately than a traditional 1D model. This model will also provide inundation mapping showing flood-prone areas and potential flooding depths for all rainfall events analyzed.

Subtask 3b: XPSWMM Model Calibration

Brief description of activities involved: Using information on localized flooding that has occurred in the past (compiled as part of Tasks 1 and 2), the XPSWMM model will be calibrated to improve the overall accuracy and relevance of the modeling effort. Historic rainfall events will be simulated, and inundation maps will be generated and used to obtain feedback on the validity of the modeling results. The XPSWMM model parameters and input data will be modified as needed to produce results that match observations of past localizing flooding.

Subtask 3c: Identify Impact of Climate Change on Localized Flooding

Brief description of activities involved: Up to three future precipitation events will be analyzed to identify areas of increased risk of localized flooding based on climate change projections. These precipitation events will likely involve greater rainfall depth and/or intensity than what is traditionally used for stormwater design. Inundation maps showing flood-prone areas and estimated flooding depths will be generated based on future rainfall events. The results of this climate change simulation will be compared to the results from Subtasks 3a and 3b for the same design event (10-yr) to identify the impacts to localized flooding associated with climate change.

Subtask 3d: Existing Stormwater Management System Risk Assessment

Brief description of activities involved: A database identifying areas with low, moderate and significant impacts (costs) to existing infrastructure will be developed. This database will be compared to the XPSWMM modeling results from Subtasks 3a-3c to combine the likelihood of flooding with the impact of flooding. The results of this comparison will be used to identify the areas with the greatest damage potential under current and future climate conditions.

Subtask 3e: Existing Stormwater Management System Vulnerability Assessment

Brief description of activities involved: The flood inundation results generated from the XPSWMM modeling will be compared to the MPCA's Environmental Justice data to identify the areas most vulnerable to flooding.

Task 4 of 7: Identify & Evaluate Projects that Increase Stormwater Resilience

Subtask 4a: Develop and Evaluate Concepts for Stormwater Management Improvements

Brief description of activities involved: Concepts intended to increase stormwater resilience will be developed and may include increasing pipe capacity, incorporating more stormwater detention, or rerouting drainage systems. Up to five project concepts will be developed based on the results of the risk and vulnerability assessments. These projects will focus on reducing the localized flooding while minimizing risk in the downtown area and reducing the vulnerability of the community. These concepts will be analyzed using the XPSWMM model for both current and future rainfall events to assess their ability to lessen impacts of localized flooding due to climate change. Inundation maps will be produced to show the benefits of the concepts within the community. The project list will be compared to the City's Capital Improvement Plan to identify opportunities for cost savings by adding stormwater infrastructure improvements to a previously planned project.

Subtask 4b: Estimate Project Implementation Costs

Brief description of activities involved: Project implementation costs will be estimated and will include construction, engineering, and property acquisition costs.

Task 5 of 7: Proposed Stormwater Management System Resiliency & Vulnerability Evaluation

Subtask 5a: Proposed Stormwater Management System Risk Assessment

Brief description of activities involved: The risk assessment completed as Subtask 3d will be repeated with each of the proposed stormwater management improvement projects to identify the change in risk associated with the proposed projects. The results of this comparison will be used to identify the change in risk associated with the proposed conditions under current and future climate conditions.

Subtask 5b: Proposed Stormwater Management System Vulnerability Assessment

Brief description of activities involved: The vulnerability assessment completed as Subtask 3e will be repeated with each of the proposed stormwater management improvement projects to identify how each proposed project impacts of benefits vulnerable populations within the community. The results of this comparison will be used to identify the change in risk associated with the proposed conditions under current and future climate conditions.

Task 6 of 7: Development of Downtown Stormwater Resilience Plan

Subtask 6a: Prioritize Proposed Stormwater Management System Improvements

Brief description of activities involved: The results of Task 5 will provide the primary framework for prioritizing proposed improvements to the stormwater management system, with a focus on reducing localized flood risk and vulnerability to flooding. An additional consideration for project prioritization will be the feasibility of adding a stormwater improvement to an already planned City project, which can result in significant cost savings for implementation.

Subtask 6b: Draft Downtown Stormwater Resilience Plan

Brief description of activities involved: A draft Downtown Stormwater Resilience Plan will be prepared and will include a description of the work completed as part of the preceding tasks, maps of the study area showing locations of localized flooding for current and future climate conditions, results of the risk and vulnerability assessments, and proposed projects for lessening the impacts of localized flooding and climate change.

Subtask 6c: Finalize Downtown Stormwater Resilience Plan

Brief description of activities involved: The Downtown Stormwater Resilience Plan will be modified to incorporate public input and comments provided by City staff.

Task 7 of 7: Final Report and Project Deliverables

Subtask 7a: Submit Grant Final Report

Brief description of activities involved: The City will provide a final grant project report using the MPCA template approximately one month prior to the end of the grant agreement on June 30, 2024, or at completion of the project, whichever occurs first. The City will respond promptly to any requests by the MPCA authorized representative for additional information and/or corrections to the report.

Timeframe: May-June 30, 2024

Subtask 7b: Submit Project Deliverables

Brief description of activities involved: The City will provide electronic files of all project deliverables to the MPCA authorized representative prior to the end of the grant agreement on June 30, 2024, or at the completion of the project, whichever occurs first.

Timeframe: May-June 30, 2024

4. Budget (see attached).



Attachment A
Planning Grants for
Stormwater,
Wastewater, and
Community Resilience
Budget

SWIFT Contract No.: 226034

AI: 99891

Activity ID: PRO20230001

Austin Downtown Stormwater Resilience Plan

Cost category	Cost (\$/unit)/Not to Exceed	Grant funds	Total Match	Total Budget
City Engineer	\$86.00	hr	\$0.00	\$2,580.00
Assistant City Engineer	\$70.00	hr	\$0.00	\$5,460.00
City Engineering Tech/GIS Specialist	\$50.00	hr	\$0.00	\$10,000.00
SEH Project Manager	\$200.00	hr	\$13,200.00	\$0.00
SEH QAQC Lead	\$160.00	hr	\$20,480.00	\$0.00



520 Lafayette Road North
St. Paul, MN 55155-4194

**Planning Grants for Stormwater,
Wastewater, and Community Resilience
Budget**

Doc Type: Grant Application

Austin Downtown Stormwater Resilience Plan

Cost category	Cost (\$/unit) Not to Exceed	Grant funds	Budgeted cash match	Budgeted in-kind match	Total budgeted match (II + III)	Total budget (I + IV)
City Engineer	\$86.00	hr	\$0.00	\$0.00	\$2,580.00	\$2,580.00
Assistant City Engineer	\$70.00	hr	\$0.00	\$0.00	\$5,460.00	\$5,460.00
City Engineering Tech/GIS Specialist	\$50.00	hr	\$0.00	\$0.00	\$10,000.00	\$10,000.00
SEH Project Manager	\$200.00	hr	\$13,200.00	\$0.00	\$0.00	\$13,200.00
SEH QAQC Lead	\$160.00	hr	\$20,480.00	\$0.00	\$0.00	\$20,480.00
SEH Modeler	\$125.00	hr	\$33,250.00	\$0.00	\$0.00	\$33,250.00
Totals			\$66,930.00	\$0.00	\$18,040.00	\$84,970.00

RESOLUTION NO.

APPROVING A CONTRACT FOR ENGINEERING SERVICES FOR
THE DEVELOPMENT OF THE DOWNTOWN STORMWATER RESILIENCE PLAN

WHEREAS, the City of Austin has awarded a grant through the MPCA to develop a Downtown Stormwater Resilience Plan in the amount of \$66,930; and

WHEREAS, the City of Austin desires to hire an engineering firm to develop the plan; and

WHEREAS, SEH, Inc has provided a quote in the amount of \$66,930 for these services; and

WHEREAS, the Engineering Department recommends extending the contract to SEH, Inc.

NOW THEREFORE, BE IT RESOLVED, that the Austin City Council approves the agreement for contract with SEH, Inc. in the amount of \$66,930 and authorizes the Mayor and City Recorded to execute all contract documents.

Passed by a vote of yeas and nays this 5th day of June, 2023.

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, City Clerk
Re: Downtown Grill Patio
Date: June 1, 2023

The Downtown Grill is currently constructing a patio adjacent to their restaurant and have requested their licensed premises be expanded to the include this area. Construction of the fence is expected to be completed the week of June 5th and we would hold the expanded license until it is completed.

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

RESOLUTION NO.

GRANTING HARD LIQUOR ON-SALE & SUNDAY ON-SALE LIQUOR LICENSE

WHEREAS, the persons hereinafter named have applied to the City Council at Austin, Minnesota, for a license to sell hard liquor on-sale and Sunday on-sale liquor at the address listed below; and

WHEREAS, after due investigation, it appears said applicants for said license for the sale of hard liquor on-sale and Sunday on-sale liquor has complied with all the provisions of the law relative thereto and are entitled to have license issued to them for the address listed opposite their name.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Austin, Minnesota does hereby grant licenses for the sale of hard liquor on-sale and Sunday on-sale liquor to the following named licensee at the following locations in Austin, Minnesota, which licenses shall expire December 31, 2023, subject, however, to approval of the Minnesota Alcohol & Gambling Enforcement Division.

HARD LIQUOR ON-SALE & SUNDAY ON-SALE LIQUOR LICENSE

Bicabut, Inc.

dba Bakery II Lounge/the Downtown Grill
113 2nd Avenue NE
and outdoor patio area to the east

Passed by a vote of yeas and nays this 5th day of June, 2023.

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: Christopher Johnson
1010 11th Ave SW, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 1010 11th Ave SW, Johnson Property

Date: June 2, 2023

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 1010 11th Ave SW. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

**City of Austin
Zoning Department**



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

April 19th, 2023

Christopher Johnson
1010 11th Ave SW
Austin MN 55912

RE: Zoning Violations at 1010 11th Ave SW, Austin, MN 55912

Dear Christopher:

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 17th, 2023 at this site and the following issues need to be resolved:

- 1. Remove all junk/garbage from property**
- 2. All refuse must be in watertight containers and lawfully disposed of, at least once each week during the year.**

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

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

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

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

City Code Section 10.01 Subd. 4 Containers

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

except tune-up parts, inflammable liquids, tree trunk sections over four inches in diameter. Tires and white goods need not be accepted as refuse by licensed garbage haulers, but shall be disposed of at the depository as designated by the County Board.

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

C. *Placement.*

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

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

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

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

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

B. Public nuisances affecting health

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

D. Public nuisances affecting peace and safety.

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

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

NOTICE AND ABATEMENT.

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

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

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

City Code Section 10.14, Subd. 5:

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

City Code Section 10.14, Subd. 6:

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

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

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

Sincerely,



Brent Johnson
Zoning Inspector

1010 11th
Ave SW



May 31, 2023
10:38 AM

**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: Arthur & Lavonne Shawback
1004 11th Ave SW, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 1004 11th Ave SW, Shawback Property

Date: June 2, 2023

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 1004 11th Ave SW. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

**City of Austin
Zoning Department**



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

April 19th, 2023

Arthur & Lavonne Shawback
1004 11th Ave SW
Austin, MN 55912

RE: Zoning Violations at 1004 11th Ave SW Austin, MN 55912

Dear Arthur & Lavonne:

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 17th, 2023 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.

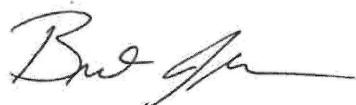
City Code Section 10.14, Subd. 6:

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

1004 17th
Ave SW

May 31, 2023
10:38 AM



**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: Eddy Soe & Naw Ba Blu Soe
811 7th Ave SW, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 811 7th Ave SW, Soe Property

Date: June 2, 2023

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 811 7th Ave SW. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

City of Austin
Zoning Department



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

June, 2, 2023

Eddy Soe & Naw Ba Blu Soe
811 7th Ave SW
Austin, MN 55912

RE: Zoning Violations at 811 7th Ave SW, 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 May 31, 2023 at this site and the following issues need to be resolved:

1. Remove all garbage 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



811 th
Ave SW

May 31, 2023
10:45 AM

**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: Juan & Maria Telles
1007 11th St NW, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 1007 11th St NW, Telles Property

Date: June 2, 2023

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 1007 11th 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



May 8th, 2023

Juan & Maria Telles
1007 11th St NW
Austin MN 55912

RE: Zoning Violations at 1007 11th St NW, Austin, MN 55912

Dear Juan & Maria:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on April 28th, 2023 at this site and the following issues need to be resolved:

1. Remove all junk/garbage from property
2. All refuse must be in watertight containers and lawfully disposed of, at least once each week during the year.

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

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

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

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

City Code Section 10.01 Subd. 4 Containers

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

except tune-up parts, inflammable liquids, tree trunk sections over four inches in diameter. Tires and white goods need not be accepted as refuse by licensed garbage haulers, but shall be disposed of at the depository as designated by the County Board.

B. *Container requirements.* Each container shall be watertight, shall be impervious to insects and rodents and shall not exceed 32 gallons in capacity, garbage containers when full shall not exceed 60 pounds in weight, when waste is collected by licensed haulers by mechanical lifting devices, the use of the container shall not exceed 90 gallons or limited, as defined by the hauler. Containers shall be maintained in good and sanitary condition. Any container not conforming to the requirements of this section or having ragged or sharp edges or any other defect likely to hamper or injure the person collecting the contents shall be promptly replaced after notice by the city.

Notwithstanding the foregoing, grass clippings and leaves may be temporarily stored in bags provided by licensed garbage haulers for pick up by licensed garbage haulers or in plastic bags provided by the owner for ultimate disposal at a site designated by the Council.

C. *Placement.*

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

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

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

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

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

B. Public nuisances affecting health

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

D. Public nuisances affecting peace and safety.

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

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

NOTICE AND ABATEMENT.

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

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

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

City Code Section 10.14, Subd. 5:

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

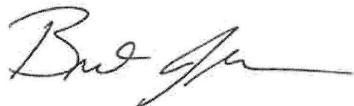
City Code Section 10.14, Subd. 6:

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

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

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

Sincerely,



Brent Johnson
Zoning Inspector



**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: Elizabeth & James Walker
911 13th Ave NE, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 911 13th Ave NE, Walker Property

Date: June 2, 2023

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 911 13th 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



April 19th, 2023

James & Elizabeth Walker
911 13th Ave NE
Austin, MN 55912

RE: Zoning Violations at 911 13th Ave NE, Austin, MN 55912

Dear James & Elizabeth:

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 19th, 2023 at this site and the following issues need to be resolved:

1. Remove all junk/garbage from property
2. All refuse must be in watertight containers and lawfully disposed of, at least once each week during the year.

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

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

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

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

City Code Section 10.01 Subd. 4 Containers

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

except tune-up parts, inflammable liquids, tree trunk sections over four inches in diameter. Tires and white goods need not be accepted as refuse by licensed garbage haulers, but shall be disposed of at the depository as designated by the County Board.

B. *Container requirements.* Each container shall be watertight, shall be impervious to insects and rodents and shall not exceed 32 gallons in capacity, garbage containers when full shall not exceed 60 pounds in weight, when waste is collected by licensed haulers by mechanical lifting devices, the use of the container shall not exceed 90 gallons or limited, as defined by the hauler. Containers shall be maintained in good and sanitary condition. Any container not conforming to the requirements of this section or having ragged or sharp edges or any other defect likely to hamper or injure the person collecting the contents shall be promptly replaced after notice by the city.

Notwithstanding the foregoing, grass clippings and leaves may be temporarily stored in bags provided by licensed garbage haulers for pick up by licensed garbage haulers or in plastic bags provided by the owner for ultimate disposal at a site designated by the Council.

C. *Placement.*

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

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

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

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

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

B. Public nuisances affecting health

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

D. Public nuisances affecting peace and safety.

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

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

NOTICE AND ABATEMENT.

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

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

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

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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

911 13th
Ave NE



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



Steven J. Lang, P.E.
City Engineer/P.W. Director
507-437-9950
Fax 507-437-7101
slang@ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Mitch Wenum, PE
Date: June 1, 2023
Subject: Sidewalks – 5th Ave, 6th Ave & 20th St NW Project

There has been quite a bit of discussion between residents, staff and council members regarding the extension of sidewalks on the 5th Ave, 6th Ave and 20th St NW project in the last couple of weeks. The information below gives you some background on the timeline and the process that took place up to this point.

- **Complete Streets Policy** – Adopted by Council on June 4, 2012 provides guidance for making streets accessible for all users. This is used to help determine the scope of a project.
- **Public Meetings**
 - Feasibility Report – January 3, 2023 Council Meeting
 - Feasibility Report approved by Council 7-0
 - Open House – February 15, 2023 from 5:00-7:00 PM
 - Invitation to open house mailed to property owners on February 3, 2023
 - See attached map and info sheet that were provided at the open house
 - Public Hearing on Improvements – February 21, 2023 Council Meeting
 - Notice mailed to property owners on February 3, 2023
 - Presentation about the project
 - No comments from the public were made
 - Approved by Council 7-0
 - Public Hearing on Assessments – March 20, 2023 Council Meeting
 - Notice mailed to property owners on March 3, 2023
 - Brief presentation about the project
 - No comments from the public were made
 - Approved by Council 6-0
- **Project Bidding and Construction**
 - Project Bid on March 29, 2023
 - Contract Awarded to Ulland Brothers, Inc by Council on April 3, 2023
 - Sidewalk extensions planned for construction week of June 12th.
 - Street work expected to start at end of June.

See attached supporting documents. Please let me know if you have any questions.

City of Austin Complete Streets Policy

Introduction

This Complete Streets policy incorporates the simple and basic concept that streets and roadways should be designed and operated to be safe and accessible for all transportation users whether they are pedestrians, bicyclists, transit riders, or vehicular motorists.

Purpose

Complete streets will create transportation corridors that are safe, functional and aesthetically attractive for all users.

Policy

1. The City of Austin will seek to enhance the safety, access, convenience and comfort of all users of all ages and abilities, including pedestrians (Including people requiring mobility aids), bicyclists, transit users, motorists and freight drivers, through the design, operation and maintenance of transportation network so as to create a connected network of facilities accommodating each mode of travel that is consistent with and supportive of the local community, recognizing that all streets are different and that the needs of various users will need to be balanced in a flexible manner.
2. Transportation improvements should include facilities and amenities that are recognized as contributing to Complete Streets, which may include street and sidewalk lighting; sidewalks and pedestrian safety improvements.
3. Early consideration of all modes for all users will be important to the success of this policy. Those planning and designing street projects will give due consideration to bicyclists and pedestrians, from the very start of planning and design work. This will apply to all roadway projects, including those involving new construction or reconstruction.
4. It will be important to the success of the Complete Streets policy to ensure that the project development process includes early consideration of the land use and transportation context of the project, the identification of gaps or deficiencies in the network for various user groups that could be addressed by the project, and an assessment of the tradeoffs to balance the needs of all users. The context factors that should be given high priority include the following:
 - a. Whether the corridor provides a primary access to a significant destination such as community or regional park or recreational area, a school, a shopping/commercial area, or an employment center;
 - b. Whether the corridor provides a primary access across a natural or manmade barrier such as a river or freeway;
 - c. Whether the corridor is in an area where a relatively high number of users of non-motorized transportation can be anticipated;
 - d. Where a road corridor provides important continuity or connectivity links for an existing trail or path network; or
 - e. Whether nearby routes that provide a similar level of convenience and connectivity already exist.
5. Complete Streets may be achieved through single projects built or through a series of smaller improvements or maintenance activities over time.
6. The City of Austin Complete Streets Policy incorporates the current MS4 Storm Water Permitting Rules.
7. This policy will provide notification to Austin Parks and Recreation for review of impacts to street trees and incorporate recommendations into design consideration.

DATE: December 29, 2022
PROJECT NO: 18105

REPORT ON FEASIBILITY OF PROPOSED LOCAL IMPROVEMENTS

Honorable Mayor & Members of the City Council
City of Austin, Minnesota

A resolution requesting a feasibility study for the reconstruction of 5th Avenue (20th St NW to 22nd St NW), 6th Avenue NW (22nd St NW to Dead End) and 20th Street NW (4th Ave NW to Dead End) was referred to this office on November 21, 2022 for the Engineer's Preliminary Report.

We report that the improvements are feasible.

These streets are made of asphalt pavement and are currently 36 feet wide. Parking is allowed on both sides of each street. These streets were likely constructed in the 1950's with a rehab and extension in the 1988. The proposed project will consist of the following:

5th Avenue NW (20th St NW to 22nd St NW)
6th Avenue NW (22nd St NW to Dead End)
20th Street NW (4th Ave NW to Dead End)

- 1) Removal of the existing asphalt pavement, deteriorated curb and gutter, and deficient sidewalk.
- 2) Replace deteriorated curb and gutter, 4.5" of asphalt pavement and 6" aggregate base.
- 3) Replacement of deteriorated storm sewer structures.
- 4) Sanitary sewer replacement on 5th Ave and 20th St NW.
- 5) Installation of drain tile and sump pump service stub outs.
- 6) Extension of sidewalks on 5th Ave and 20th St NW and a connection to 19th St NW.
- 7) Provide ADA pedestrian ramps at intersections and upgrade existing deficient sidewalk.
- 8) Austin Utilities will perform water and electrical work on the project.

The estimated construction costs are as follows:

5 th Avenue, 6 th Avenue NW and 20 th Street NW	\$ 900,000
--	------------

The total estimated costs would be funded as follows:

Assessment Bonds	\$ 650,000
WWTP Fund 61	\$ 240,000
SWUD Fund 67	\$ 10,000

Abutting property owners would be assessed based on the City's assessment policy.


Digitally signed by Mitch
Wenum
Date: 2022.12.29 13:25:10
-06'00'
Assistant City Engineer

The Council has considered the above project and recommends that a public hearing be scheduled for February 21, 2023, to consider the proposed project.

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



**Steven J. Lang, P.E.
City Engineer/P.W. Director
507-437-9950
Fax 507-437-7101
slang@ci.austin.mn.us**

Memorandum

To: Mayor & Council
From: Mitch Wenum, PE
Date: February 16, 2023
Subject: 2023 Street Reconstruction Projects

At this week's council meeting we will be holding hearings on the public improvements for the following street projects:

- **5th Avenue NW, 6th Avenue NW & 20th Street NW**
- **1st Street NW**
- **2nd Street SW, 10th Avenue SW & 11th Avenue SW**
- **7th Avenue NE & 19th Drive NE**
- **8th Street NE & Institute Lift Station Construction**
- **Hormel Drive Mill & Overlay**
- **3rd Avenue SW, 21st Street SW & 22nd Street SW Mill & Overlay**

In years past, in the week prior to the scheduled hearing at the council meeting, we would hold a 30-minute informational meeting for each project. Property owners were notified of the meeting in their assessment notices. Typically, these meetings were poorly attended.

This year in an effort provide more property owners information about their projects, we held a two-hour open house, which would provide people more flexibility to make the meeting. Again, the notices of the open house were included in assessment mailings. Of the 213 properties notified, we had approximately 10 representatives of those properties attend the open house.

The attached information for each project was presented at the open house.

If you have any questions, please feel free to contact me.



2023 Street Project Open House

**Wednesday, February 15th
5:00-7:00 PM**

**Location: City Hall, Lower Level Council Chambers
500 4th Ave NE, Austin, MN**

- 5th Avenue NW, 6th Avenue NW & 20th Street NW
- 1st Street NW
- 2nd Street SW, 10th Avenue SW & 11th Avenue SW
- 7th Avenue NE & 19th Drive NE
- 8th Street NE & Institute Lift Station Construction
- Hormel Drive Mill & Overlay
- 3rd Avenue SW, 21st Street SW & 22nd Street SW Mill & Overlay

Visit our website to learn more!

www.ci.austin.mn.us/public-works/city-construction-projects



scan for website

5th Avenue NW (20th St NW to 22nd St NW)

6th Avenue NW (22nd St NW to Dead End)

20th Street NW (4th Ave NW to Dead End)

Project Scope

Below is the general order of construction on the project:

- Removal of the existing asphalt pavement
- Remove sections of deteriorated curb and gutter
- Sanitary sewer replacement on 5th Ave and 20th St NW
- Austin Utilities replacement of water main and services
- Roadway excavation
- Installation of drain tile and sump pump service stub outs
- Place new aggregate base in the street
- Remove and replace deficient sidewalk panels
- Extension of sidewalks on 5th Ave and 20th St NW and a connection to 19th St and 6th Ave NW
- Construct pedestrian ramps where sidewalks meet the street
- Replace deteriorated curb and gutter
- Pave new asphalt pavement
- Boulevard restoration



Project Schedule and Phasing

- Bid Project in March

Phase	Start Date	Estimated Completion
Phase 1 – 20 th Street NW	Early July	Late September
Phase 2 – 5 th Ave & 6 th Ave NW	Mid-August	Late October

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments, Local Tax Levy	\$650,000
Storm Sewer Improvements	Stormwater Utility Fees	\$10,000
Sanitary Sewer Improvements	Wastewater Treatment Utility Fees	\$240,000
		Total \$900,000

Project Updates

Once work begins, weekly project updates are posted on the City of Austin construction website.

<https://www.ci.austin.mn.us/public-works/city-construction-projects>

For any other questions please contact:

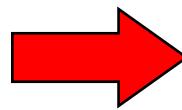
Mitch Wenum, PE

Assistant City Engineer

MitchW@ci.austin.mn.us

507-437-9950

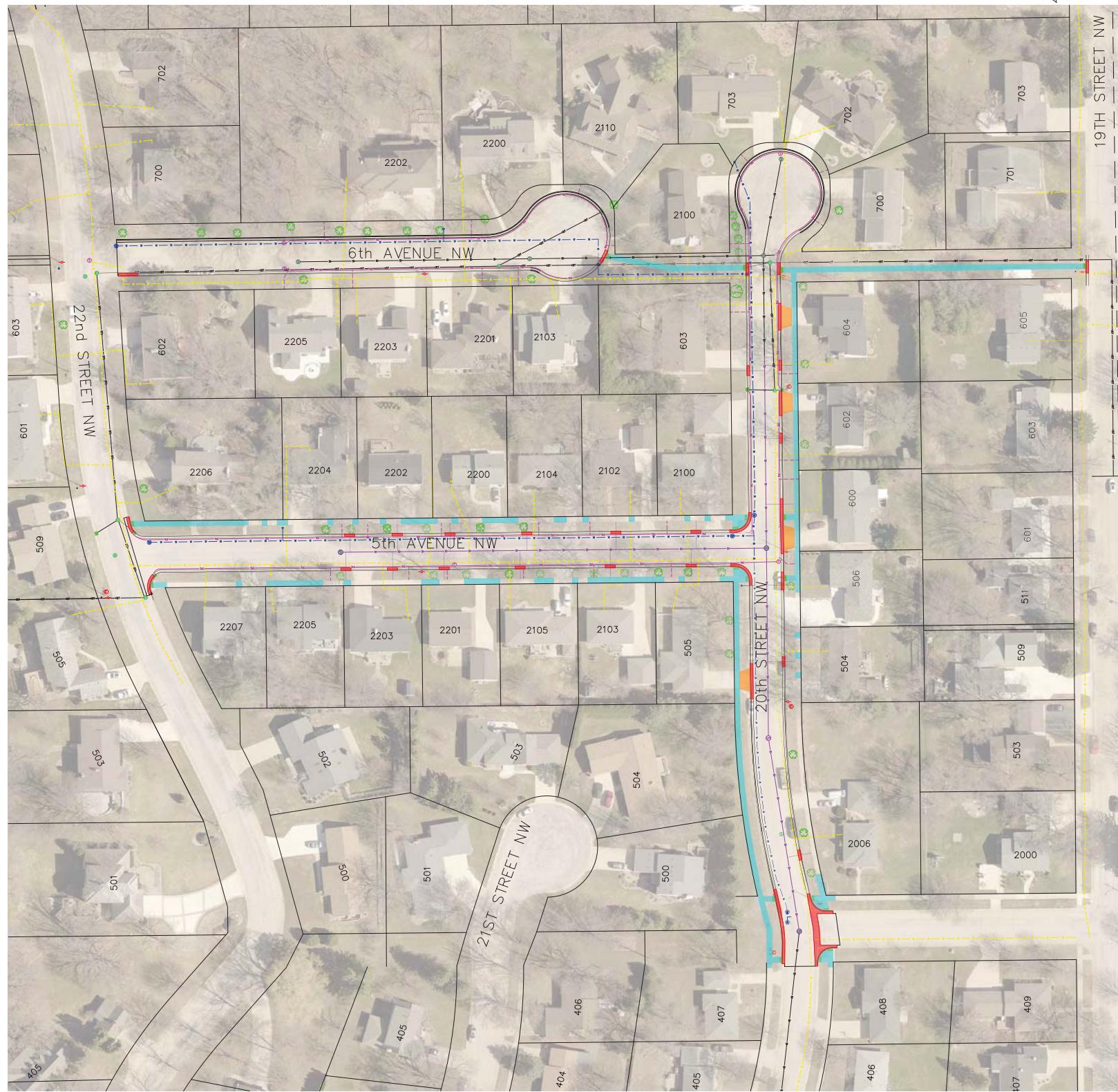
Scan Here to visit
the City of Austin
construction website

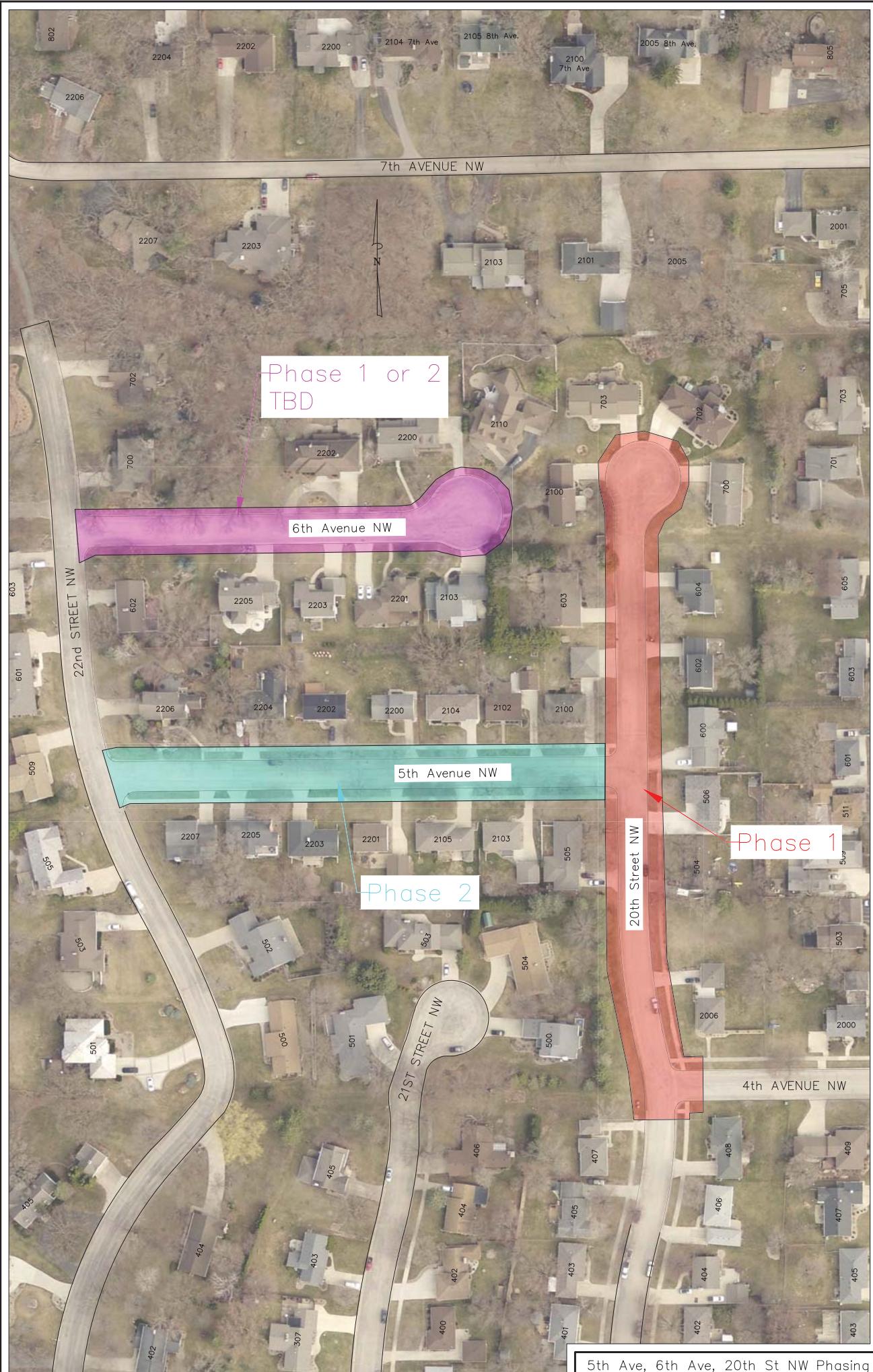


5th Avenue NW

6th Avenue NW

20th Street NW





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

February 3, 2023

NOTICE OF HEARING ON IMPROVEMENT

James A & Linda Mohn
700 20th St NW
Austin, MN 55912

Dear Property Owner:

NOTICE IS HEREBY GIVEN, that the City Council will meet at 5:30 p.m. on February 21, 2023 in the Council Chambers of the Municipal Building at 500 4th Avenue NE to consider the following improvement:

Street and sidewalk improvements on 5th Avenue NW (20th Street to 22nd Street NW), 6th Avenue NW (22nd Street NW to Dead End) and 20th Street NW (4th Avenue NW to Dead End), Project No. 18105. Estimated Cost is \$900,000.00.

Pursuant to Minnesota Statutes Sections 429.011 and 429.111, as amended, the area proposed to be assessed for such improvement includes your property located at 700 20th St NW and described as follows:

Lot 6, Block 1
Six Oaks Addition

Estimated assessment for your property is:	Street	\$4,997.55
	Sidewalk	\$0.00
	Total	\$4,997.55

A reasonable estimate of the impact of the assessment will be available at the hearing. Such persons as desire to be heard with reference to this proposed improvement will be heard at this meeting.

Thank you,

A handwritten signature in black ink that reads "Ann M. Kasel".

Ann M. Kasel
City Clerk

**City of Austin
Ann M. Kasel, City Clerk**



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

**PLEASE DO NOT PAY AT THIS TIME
A BILL WILL BE SENT LATER.**

March 3, 2023

James A & Linda Mohn
700 20th St NW
Austin, MN 55912

Dear Property Owner:

NOTICE IS HEREBY GIVEN that the City Council will meet at 5:30 PM on March 20, 2023 in the Council Chambers in the lower level of the Municipal Building, located at 500 4th Ave. N.E., to consider, and possibly adopt, the proposed assessment for street and sidewalk improvements on 5th Avenue NW (20th Street to 22nd Street NW), 6th Avenue NW (22nd Street NW to Dead End) and 20th Street NW (4th Avenue NW to Dead End), which will be constructed adjacent to your property located at 700 20th St NW and to be assessed as follows:

Lot 6, Block 1
Six Oaks Addition

Street	\$4,997.55
Sidewalk	\$0.00
Total	\$4,997.55

You may choose to pay this assessment in its entirety or at least one-half of the total by October 31, 2023, without interest. The right to prepay is authorized by City Code Chapter 2, Section 2.71. Payment shall be made to the City Clerk. If you decide not to pay the total amount due, the assessment will be spread over a fifteen (15) year period, the first of the installments to be payable on the first Monday in January 2024, and will bear interest at the rate of 5% per annum from November 1, 2023 to December 31, 2024. To each subsequent installment when due shall be added interest from one year on all unpaid installments.

After certification to the County, you may pay the entire amount of the assessment remaining unpaid, with accrued interest to December 31st of the year in which such payment is made.

Under Minnesota Statutes, Sections 435.193 to 435.195 and City Ordinance, the City Council may in its discretion defer the payment of this special assessment for any homestead property owned by a person 65 years of age or older for whom it would be a hardship to make payments. When deferment of the special assessment has been granted and is terminated for any reason provided in the law, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirements of this law and the resolution adopted under it may, within 90 days of the adoption of the assessment, apply to the City Recorder on the prescribed form for such deferral of payment of this special assessment on his property.

The proposed assessment roll is on file for public inspection at the City Clerk's Office. The total amount of the proposed assessment is \$185,109.50. Your specific amount is listed on the front of this notice. Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment unless a signed, written objection is filed with the Clerk prior to the hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination, and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
2. After the City has presented all its evidence, the objector may call witness or present such testimony as the objector desires. The same procedure for questioning of the City's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by Counsel.
4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the Council as to the weight of items of evidence or testimony presented to the Council.
5. The entire proceedings will be tape-recorded.
6. At the close of the presentation of evidence, the objector may make a final presentation to the Council based on the evidence and the law. No new evidence may be presented at this point.

An owner may appeal an assessment to district court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or Clerk of the City within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the Mayor or Clerk.



Ann M. Kasel, City Clerk