

A G E N D A
CITY COUNCIL MEETING
TUESDAY, FEBRUARY 20, 2024
5:30 P.M.
COUNCIL CHAMBERS

Call to Order.

Pledge of Allegiance.

Roll Call.

- (mot) 1. Adoption of Agenda.
- (mot) 2. Approving minutes from February 5, 2024
- 3. Recognitions and Awards.
 - Welcoming Miguel Garate as the Honorary Council Member (March 4th to May 20th, 2024)
 - Go! Austin Minnesota App Day Proclamation
- (mot) 4. *Consent Agenda
 - Licenses:
 - Temporary Liquor: Mower County Ag Society (Mower County Fair) on August 6-11, 2024
 - Temporary Liquor: Austin Area Chamber of Commerce on April 9, 2024
 - Claims:
 - a. Pre-list of bills
 - b. Financial Report.
 - Event Applications:
 - National Night Out on August 6, 2024
 - Running with Ella 5k Fun Run on August 24, 2024

BID OPENINGS AND AWARDS:

- (res) 5. Receiving bids for Creekside Business Park and Development.
 - a. Awarding bid.

PUBLIC HEARINGS:

- (res) 6. Public hearing on street improvements on 8th Street NE (16th Avenue to 18th Avenue NE) & Lift Station Construction at 16th Avenue & 8th Street NE, Project 23104 & 23201.
 - a. Resolution ordering improvement, approving plans and specifications and ordering advertisement for bids.
- (res) 7. Public hearing on street improvements on 9th Street SW (17th Avenue to 22nd Avenue SW) & 12th Street SW, (17th Avenue to 21st Avenue SW), Project 24101.
 - a. Resolution ordering improvement, approving plans and specifications and ordering advertisement for bids.

8. Public hearing on street improvements on 4th Avenue NE (17th Street to 19th Street NE), Project 24102 & 1st Avenue NE (8th Street to 10th Street NE), Project 24103.
(res) a. Resolution ordering improvement, approving plans and specifications and ordering advertisement for bids.
9. Public hearing on street improvements on 2nd Avenue NW (14th Street to 19th Street NW) & 16th Street NW (Oakland Avenue West to 2nd Avenue NW) & 17th Street NW (Oakland Avenue West to 2nd Avenue NW) Project 24104.
(res) a. Resolution ordering improvement, approving plans and specifications and ordering advertisement for bids.

PETITIONS AND REQUESTS:

- (res) 10. Setting public hearings for March 18, 2024 for street improvement project assessments.
11. Requesting approval of an ordinance change related to Massage Therapist and Massage Establishment Licensing.
(mot) a. For preparation of the ordinance.
(ord) b. For adoption and publication of the ordinance.
(res) c. For summary publication of the ordinance.
12. Request for approval of an ordinance change to Small Vehicle Passenger Service.
(mot) a. For preparation of the ordinance.
(ord) b. For adoption and publication of the ordinance.
- (mot) 13. Approving Funding Support for Impact Austin Administrative Staff Member.
- (mot) 14. Approving Postage Machine Replacement.
- (mot) 15. Approving 2024 Fireworks Contract.
- (res) 16. Approving MnDot Grant for AWOS Replacement
- (res) 17. Approving Airport Property Farm Rental Contract with VS Farms, LLC
- (mot) 18. Approving a contract with WHKS for engineering construction services of sanitary sewer siphons.
- (res) 19. Accepting donations to the City of Austin.

CITIZENS ADDRESSING THE COUNCIL

REPORTS AND RECOMMENDATIONS:

City Council

- (mot) Adjourn to **Monday, March 4, 2024** at 5:30 pm in the Council Chambers.

All items listed with an asterisk () are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a council member or citizen so requests in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda.

M I N U T E S
CITY COUNCIL MEETING
February 5, 2024
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: None

STAFF PRESENT: City Administrator Craig Clark, Director of Administrative Services Tom Dankert, Police Chief David McKichan, Fire Chief Jim McCoy, Public Works Director Steven Lang, Assistant City Engineer Mitch Wenum, Planning and Zoning Administrator Holly Wallace, Park and Rec Director Jason Sehon, City Attorney Craig Byram, Human Resources Director Tricia Wiechmann, Library Director Julie Clinefelter, and City Clerk Brianne Wolf

APPEARING IN PERSON: Austin Daily Herald, KAUS Radio

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. Carried.

Moved by Council Member Baker, seconded by Council Member Fischer, approving Council minutes from January 16, 2024. Carried.

CONSENT AGENDA

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

Licenses:

- Exempt Gambling (raffle): Mower County Habitat & Pheasants Forever on March 9, 2024
- Temporary Liquor: Austin Area Arts on March 23, 2024
- Temporary Liquor: Austin Area Arts on April 5, 2024
- Temporary Liquor: Austin Area Arts on April 27, 2024
- Temporary Liquor: Mower County Fair/Ag Society on March 1-2, 2024
- Right of Way: Mr. MTC Services, LLC (Medford, MN)
- Massage Therapist: Betsy House (Ellsworth, WI)
- Right of Way: Bustad Dozing & Excavating Inc. (Taopi, MN)
- Mobile Business: Goette Farms (Bricelyn, MN)
- Tree Service: Pat's Tree Service, LLC (Lyle, MN)
- Right of Way: Austin Electric Inc. (1111 5th Place SE)

Right of Way: Harty Mechanical, Inc. (1600 1st Avenue NE)

Claims:

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

Appointments:

Sarv Mithaqiyan to the Culture and Arts Commission – term through December 31, 2026

Carried. 6-0 (Council Member Helle – Abstain)

PETITIONS AND REQUESTS

Public Work Director Steven Lang discussed the MnDot Airport Grant for the Fuel System Project. The Fuel System Replacement has been an item in the CIP. It has been a top Airport item and the City became eligible for a grant in late 2023. Overall, this project is budgeted at \$600,000.

SEH is the design consultant service for this project. It will cost \$82,400 for their services. Mr. Lang anticipates the city receiving a state grant to cover 70% of the project design costs. The amount of \$57,680 would be covered by a state grant. Local costs would be \$24,720. We recommend that council approve the state grant to cover 70% of the project design.

Moved by Council Member Baker, seconded by Council Member Poshusta adopting a resolution to accept the state grant for the project design. Carried 7-0

Director of Administrative Services Tom Dankert stated that there is an annual requirement to have an audit done. The amount of \$50,715 is the proposed quote from CliftonLarsonAllen to perform the audit. If we want to change auditors, we must do so now so we can do an RFP and start that in late spring. Mr. Dankert is requesting CLA to do the Audit.

Moved by Council Member Baker, seconded by Council Member Baskin to approve the audit engagement letter and authorize the Mayor and Director of Administrative Services to sign the engagement letter for the 2023. Carried 7-0

Assistant City Engineer Mitch Wenum presented a proposal from Recreation Engineering and Planning. This is a time sensitive item. They would like to install water level loggers in the Cedar River in the late winter to capture flow rates in the spring. This is part of the Whitewater project. The cost to do this is \$7,000. We would use a donation we received from the Fraternal Order of the Eagles to pay for this. Resulting in no cost to the city.

If we didn't do this and waited until the design was done, it would delay the project another year. Council Member Fisher requested information on what the results would provide. Mr. Wenum stated that it would help to calibrate the river model when they go to look at the flood plain impacts of the project.

Moved by Council Member Fisher, seconded by Council Member Postma to accept the proposal from Recreation Engineering and Planning and using the funding from the Fraternal Order of the Eagles to pay for the project. Carried 6-1 (Council Members Baker – Nay).

Director of Administrative Services Tom Dankert spoke of the requirement to establish a resolution appointing the Election Judges for the 2024 Election. Requesting we approve the election judges for the 2024 election.

Moved by Council Member Baker, seconded by Council Member Baskin to approve the resolution appointing Election Judges. Carried 7-0

The Mayor recognized all who have donated to the Austin Flower Basket Program for 2024. He requested that donations be accepted.

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

CITIZENS ADDRESSING THE COUNCIL

Business Oriental Pearl 506 W. Oakland Avenue – “Jade” and Partner Ping Wang spoke about their property being zoned B-2 Commercial but they consider their property as residential and commercial mixed together. The city sent a letter of refusal for their business due to this reasoning. They ask that City Council work with them on a solution. Planning and Zoning Administrator Holly Wallace spoke about the live/work situation. Mayor stated that the city staff would work with the business owners and if a solution could not be found it could be brought back to council.

REPORTS

Public Works Director Steven Lang gave a reminder of the February 14th Street Project Open House/Informational Meeting- Informal Setting from 5:00 p.m. -7:00 p.m. and on February 20th there will be a Public Hearing. Information and feedback will be presented to the council on the 20th from the meeting on the 14th.

Council Member Helle welcomed Sarv Mithaqiyan to Culture and Arts Commission.

Council Member Baker was happy to see the amount of people from the City that have donated to the Flower Program.

Council Member Baskin welcomed the new City Clerk, Brianne Wolf. He stated that the European Delegation was in town and we should feel good about them visiting Austin and the good work taking place in our community. He urged citizens to volunteer with Hometown Food Security Project.

Council Member Poshusta expressed her condolences to the Family of Roger Boughton and welcome to the new City Clerk.

Moved by Council Member Baker, seconded by Council Member Austin, adjourning the meeting to February 20, 2024. Carried.

Adjourned: 6:00 p.m.

Approved: February 20, 2024

Mayor: _____

City Recorder: _____

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



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

Memorandum

To: Mayor & Council
From: Steven Lang, PE
Date: February 15, 2024
Subject: Bids – Creekside Business Park Development
CP 23107, 9th Street, 26th Avenue & 27th Avenue NW

The City of Austin received bids for roadway construction and site grading at Creekside Business Park on February 7th, 2024. This project will involve roadway construction of segments of 9th Street NW, 26th Avenue NW and 27th Avenue NW. Construction will consist of sanitary sewer, storm sewer, retention pond, site grading, curb & gutter, asphalt paving, and street lighting. Austin Utilities will install gas, water, and electric mains on 9th Street and 26th Avenue. The bids are summarized below.

	Contractor	Total Base Bid	Total Base Bid + Alternate 1
1	Ulland Brothers Inc.	\$2,764,762.74	\$2,710,090.24
2	ICON, LLC	\$3,104,363.05	\$3,046,813.05
3	Borneke Construction Inc.	\$3,198,984.00	\$3,144,311.50
4	Heselton Construction, LLC	\$3,386,684.80	\$3,332,012.30
5	SL Contracting Inc.	\$3,597,870.50	\$3,557,585.50
6	A-1 Excavating LLC	\$3,696,369.00	\$3,644,574.00
7	BCM Construction, Inc.	\$3,718,259.00	\$3,637,689.00
8	Elcor Contruction	\$4,112,059.70	\$4,057,387.20
	Engineer's Estimate	\$4,313,123.50	\$4,205,223.50

Alternate 1 included a lower quality asphalt binder, which was included in the bid as a cost savings alternative if the bids came in over budget. We received very competitive bids which came in under budget and therefore do not recommend moving forward with Alternate 1.

The following attachments are included for reference:

- Sources and uses table showing funding and expenses for this project
- A recommendation letter from our project consultant SEH
- Authorization to award letter from the EDA

We would recommend awarding the **Total Base Bid** to Ulland Brothers, Inc. If you have any questions, please contact me.

CITY OF AUSTIN

Creekside Business Park, 23107

9th Street, 26th Avenue & 27th Avenue NW - 2024

Item	TOTAL COSTS
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SOURCES OF FUNDS	
(1) US Dept of Commerce EDA Grant	\$ 2,212,848.00
(1) MN Dept of Employment and Economic Development Grant	\$ 1,650,175.00
City of Austin CIP Revolving Fund 49	\$ 782,922.00
Austin Port Authority	\$ 546,250.00
Austin Utilities	\$ 219,153.00
TOTAL SOURCES OF FUNDS	\$ 5,411,348.00

USES OF FUNDS	
(2) Administrative and Legal	\$ 50,000.00
Design Engineering	
Preliminary Engineering Report (PER)	\$ 20,000.00
Design Services	\$ 358,340.94
Construction Administration and Inspection Services	\$ 267,770.15
Construction Contract	\$ 2,764,762.74
TOTAL USES OF FUNDS	\$ 3,460,873.83

(1) Grants will be adjusted based on final project cost.

(2) Estimated city staff costs



Building a Better World
for All of Us®

February 9, 2024

RE: Austin, MN
Creekside Business Park
SEH No. AUSTN 170730

Steven Lang
City of Austin
500 Fourth Ave NE
Austin, MN 55912

On 10:00 a.m., Tuesday, February 6, 2024, eight bids were received for the above-referenced project. The base bids ranged from a high of \$4,112,059.70 to a low of \$2,764,762.74. The low base bid received was submitted by Ulland Brothers Inc., of Albert Lea, MN, in the amount of \$2,764,762.74.

	Contractor	Total Base Bid	Total Base Bid + Alternate 1
1	Ulland Brothers Inc.	\$2,764,762.74	\$2,710,090.24
2	ICON, LLC	\$3,104,363.05	\$3,046,813.05
3	Borneke Construction Inc.	\$3,198,984.00	\$3,144,311.50
4	Heselton Construction, LLC	\$3,386,684.80	\$3,332,012.30
5	SL Contracting Inc.	\$3,597,870.50	\$3,557,585.50
6	A-1 Excavating LLC	\$3,696,369.00	\$3,644,574.00
7	BCM Construction, Inc.	\$3,718,259.00	\$3,637,689.00
8	Elcor Contruotion	\$4,112,059.70	\$4,057,387.20
	Engineer's Estimate	\$4,313,123.50	\$4,205,223.50

The alternate bid was included in the bidding process to replace the preferred asphalt grade oil in the bituminous mixture with a lower quality asphalt grade oil. This was done in case the bids came in at a price point that was larger than the budget, as a possible cost savings for the project, if necessary for project funding reasons. Since the base bid amount came in within the budgeted amount for the funding sources that are present, it is recommended to award for the base bid in the contract as this will provide for a longer life of the pavement.

This contractor has worked in Austin on projects of various sizes. SEH engineers can conclude that Ulland Brothers Inc. has the experience and ability to complete a project of this size.

Accordingly, we recommend the project be awarded to Ulland Brothers Inc. in the amount of \$2,764,762.74, which compares favorably with the engineer's estimate shown above.

Sincerely,

Jenna Obernolte, PE
Project Manager

dmk

c: Dan Horsch

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Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

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U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
CHICAGO REGIONAL OFFICE
230 S. DEARBORN ST., SUITE 3280
CHICAGO, ILLINOIS 60604

Ms. Holly Wallace
Planning and Zoning Administrator
City of Austin and Austin Port Authority
500 4th Avenue NE
Austin, MN 55912-3773

Subject: EDA Award No. 06-79-0439
Authorization to Award Construction Contract – Creekside Business Park Expansion

Dear Ms. Wallace:

We have received and reviewed the contract documents for the referenced construction project and found them acceptable subject to the following:

1. It is the responsibility of the Recipient of the EDA Award to ensure the legality of the action it is taking in awarding the contract, to obtain timely approval from appropriate agencies and authorities and to comply with the requirements of the permits issued.
2. The EDA concurrence for the referenced construction contracts is provided as follows:

Contractor:	Ulland Brothers, Inc.
Component:	City of Austin Creekside Business Park Expansion Project
Contract Amount:	\$2,764,762.74
Status of Award:	To be Awarded

3. Concurrence provided herein is based on the information in the above referenced contract award documents, the Engineer's recommendation correspondence letter dated February 8, 2024, the EDA's Bid Opening Checklist and supporting documents dated February 7, 2024, and the Matching Share Letters of February 7, 2024. These documents certify that the City of Austin and the Austin Port Authority and Austin Utilities, both component units of the City of Austin, have committed funding for the local share of the project and is in compliance with the construction contract procurement requirements of 2 CFR 200.
4. As the Co-Recipients of the EDA Grant Award, the City of Austin and the Austin Port Authority will be responsible for monitoring the project activities, including but not limited to the following:
 - Payroll compliance with Davis-Bacon Wage Rate for all eligible and ineligible construction work.
 - The contractor's *Equal Opportunity Program*.
 - Verification that none of the general and/or sub-contract work is awarded to a party listed in the Federal list of excluded individual and contractors.

If you disagree with the terms stated above, please contact this office immediately for resolution regarding the contract.

Please take the following actions upon award of the contract:

- Furnish EDA with an Executed Contract Document Checklist and supporting information in the form of a signed Agreement, Notice to Proceed issued to the contractor, a copy of the executed payment and performance bond(s), and proof of insurance.
- Inform the Office of the Federal Contract Compliance Program (OFCCP) of the contract awards in accordance with the enclosed instructions.
- Prior to on-site construction, a reproducible photograph of the EDA project sign must be submitted to EDA along with evidence that the project sign is located at the project site.
- Confirm that the Contractor obtained the National Pollutant Discharge Elimination System (NPDES) permit prior to starting construction. Documentation satisfactory to EDA confirming that the permit was obtained must be provided to EDA prior to the initial disbursement of grant funds.

Should you have any questions regarding the contents of this letter, please do not hesitate to contact me at (312) 789-9761 or at jowen@eda.gov.

Sincerely,

John Owen
Construction Program Manager

REQUIREMENTS FOR NOTIFICATION OF CONTRACT AWARD

Grantees are required to give written notice to the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days following the award of construction contract, if the contract is funded in whole or in part by an EDA grant and when that contract is subject to the provisions, of 41 CFR Part 60-4. With regards to EDA's programs, the regulations apply to all construction contracts in excess of \$10,000.

The notification to the director, OFCCP, should include the name, building address, email address, and telephone number of the contractor, his employer identification number, dollar amount of the contract, estimated starting and completion dates of the contract and the geographical area in which the work will be performed. This should include the state, county(s) and city (if applicable).

Please include the EDA project number in the written notice which will serve as the prime contract number that OFCCP will use in tracking this contract.

The OFCCP office serving the area is:

Assistant Regional Administrator for OFCCP

U.S. Department of Labor

230 South Dearborn Street – Room 570

Chicago, Illinois 60604

The email address of the OFCCP office serving the area is:

OFCCP-MW-ConstructionAward@dol.gov

Also, email a copy of the notice sent to OFCCP to:

John Owen, Construction Program Manager

Economic Development Administration

jowen@eda.gov

RESOLUTION NO.
AWARDING BID FOR CREEKSIDE BUISINESS PARK
ROADWAY CONSTRUCTION

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

Creekside Business Park Roadway Construction
(9th Street NW, 26th Avenue NW, and 27th Avenue NW)

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

Bidder	Bid Amount
Ulland Brothers Inc.	\$2,764,762.74
ICON, LLC	\$3,104,363.05
Borneke Construction, LLC	\$3,198,984.00
Heselton Construction, LLC	\$3,386,684.80
SL Contracting Inc.	\$3,597,870.50
A-1 Excavating LLC	\$3,696,396.00
BCM Construction, Inc.	\$3,718,259.00
Elcor Construction	\$4,112,059.70
 Project Budget	 \$5,411,348.00

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

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

That the bid of Ulland Brothers Inc. is hereby accepted and the Mayor and City Recorder are hereby authorized and directed to enter into a contract with Ulland Brothers Inc. in the name of the City of Austin for the following:

Creekside Business Park Roadway Construction
(9th Street NW, 26th Avenue NW, and 27th Avenue NW)

Passed by a vote of yeas and nays this 20th day of February, 2024

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 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 15, 2024
Subject: 2024 Street Reconstruction Projects

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

- **8th Street NE & Institute Lift Station Construction**
- **9th Street SW & 12th Street SW**
- **2nd Avenue, 16th Street & 17th Street NW**
- **4th Avenue NE**
- **1st Avenue NE**

An open house was held on February 14th from 5:00-7:00 PM to present information to the public. The public was able to ask questions and provide comments on the proposed projects.

There were 202 properties notified of the open house. There was a good turnout, with approximately 40 people in attendance. A large majority of the attendees were residents of the 9th St SW & 12th St SW project. Comments we heard from those residents were against the construction of sidewalks on 9th St SW. There were also several comments against the construction of a connecting road to Highway 105 at 19th Ave SW.

In the council packet there are documents with information about each project. The same documents were presented at the open house. They include:

- Project information sheet
- Detailed map of the planned work
- Map showing phasing and proposed schedule
- Street project FAQs
- Assessment information
- Text alert sign up instructions

I have also included some additional information about the City's existing sidewalk system.

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



Assessment Information

- Assessments fund street improvements and sidewalk improvements.
- The goal is to fund 40% of street improvement costs through assessments to adjacent property owners. The remaining 60% of costs are funded through the City of Austin tax levy.
- The City establishes assessment rates every year that apply to all street projects throughout Austin.
- Below are the rates for 2024:

Land Use	Street Reconstruction Urban (Linear Foot)	Mill & Overlay (Linear Foot per inch)	Concrete Curb & Gutter* (Linear Foot)	Sidewalk	
				4" Thick (Square Foot)	6" Thick (Square Foot)
Residential	\$64.32	\$7.25	\$21.00	\$7.00	\$10.00
Commercial	\$91.85	\$9.00	\$21.00	\$7.00	\$10.00

* Curb and gutter is only assessed the first time it is installed

- Street assessments are calculated by taking the length of the property's frontage and multiplying by the appropriate rate.
 - Example: A residential property with an 80' wide lot.
 $80 \text{ LF} \times \$64.32/\text{LF} = \$5,145.60$
- Residential properties located on the corner of two streets receive the corner lot policy which states that they will be assessed the average length of the two sides of the property.
 - Example: A residential property at the corner of 1st Street and 2nd Avenue
The property has 100' of frontage on 1st Street and 50' of frontage on 2nd Avenue
 $100 \text{ LF} + 50 \text{ LF} = 150 \text{ LF}$ $150 \text{ LF} / 2 \text{ sides} = 75 \text{ LF}$
 $75 \text{ LF} \times \$64.32/\text{LF} = \$4,824.00$
 - Commercial properties, apartments, churches, and schools do not receive the corner lot policy.

Paying Assessments

Bills for the assessment amount will be sent out in early September. Below are options for making payment.

1. Pay the amount in full by October 31, 2024, without interest.
2. Pay at least 50% of the amount by October 31, 2024, without interest. The remainder will be added to your taxes, spread out over 15 years, with 5.25% interest.
3. Do not pay anything by October 31, 2024. The entire balance will be added to your property taxes, spread out over 15 years, with 5.25% interest.
4. If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold.

If choosing to apply your assessment to your property taxes, the amount will first appear in your 2025 property tax statement.

Street Project FAQ's

Assessment Questions

Q: Why am I being assessed for street reconstruction costs?

A: The City pays for about 60% of street reconstruction costs from the capital improvement fund, which is funded by local taxes. The other 40% of the costs are funded by assessing the property owners adjacent to the projects. This equates to about 20% of the total project cost assessed to each side of the street.

Q: How are the street assessments determined?

A: The City establishes assessment rates for street reconstruction projects each year. These rates are separated into residential and commercial rates the same for each project throughout the city. The rate is then multiplied by the frontage a property has adjacent to the street project. Every residential or commercial property pays the same rate no matter where their property is.

Q: I live on a corner lot; am I being assessed for both sides of my property?

A: For residential properties, our assessment policy states that corner lots will not be assessed for any more than the average length of both sides. For example, if a property has 100' of frontage on the avenue side and 50' of frontage on the street side.

$$\frac{100' + 50'}{2} = 75'$$

The frontage to be assessed would be 75'.

Other properties, such as commercial properties, apartments, schools and churches do not receive the corner lot policy exemption. These properties are assessed for street improvements on both sides of the property.

Q: Why am I being assessed for sidewalk repairs?

A: According to Austin city code, the property owner is responsible for the repair and maintenance of public sidewalks that are adjacent to their property. This includes any sidewalk panels that are in need of replacement. The City is responsible for the replacement of pedestrian ramps at the corners where sidewalks meet the street.

Q: My sidewalk isn't that bad, why is some or all of it planned for removal?

A: The summer prior to each street project, engineering department staff evaluate all sidewalks on the planned project. All sidewalks must meet the Americans with Disabilities Act (ADA) standards. Some examples of what may cause a sidewalk panel to be non-compliant with ADA regulations are: cracked sidewalk, vertical tripping hazards greater than ¼" in height, separation between panels, uneven concrete surface, excessive cross slope, and drainage issues. In some projects the majority of the sidewalks are in poor condition, this will trigger all of the sidewalks on the street to be replaced, no matter the condition.

Q: How do I pay for the assessments?

A: A bill for your assessment will be sent to you in late August. The payment due date is October 31, 2024. There are three options for you to make payment.

1. Pay the full amount by October 31, 2024, without interest.
 2. Pay at least 50% of the amount by October 31, 2024, the remainder would be added to your property taxes over a 15-year period with a 5.25% interest rate.
 3. Make no payment prior to October 31, 2024, the entire amount would be added to your property taxes over a 15-year period with a 5.25% interest rate.
- *This assessment will first show on your taxes in spring 2025.*
 - *If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold. Contact the City of Austin Finance Department for more information. 507-437-9940*

Construction Questions

Q: Where can I get updates about the project?

A: We post weekly project updates on the City of Austin website. We also send text message updates. Visit our website to sign up for text message alerts

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

Q: Where will I park my vehicle during construction?

A: Once the project begins, there will be no vehicle access to your property, or parking on your street. You may park your vehicles on the nearest open street. If you have any other vehicles like RV's, boats or trailers that you plan to use while construction is taking place, please move them to another location before the project starts. Any vehicles in the way of the construction may be towed.

Q: Someone in my household has a disability, how will they get to the house?

A: We try to accommodate people with disabilities as much as possible during construction projects. Please contact the Engineering Department at 507-437-9950 to discuss your specific situation.

Q: How will my garbage and recycling get picked up during the project?

A: Garbage cans will be picked up on the nearest open street to your property. Garbage haulers know to empty cans that are placed at intersections near construction projects. We recommend placing your name or address on a piece of duct tape on the can to help you identify your can. Recycling may be taken directly to the Mower County Recycling Center at 1111 8th Avenue NE.

Q: I would like to widen my driveway approach, can that be done during the project?

A: Yes, during a street project is the best time to widen your driveway. Driveways may have a maximum width of 24' for residential and 36' for commercial. If you choose to widen your driveway you will have to pay for the cost of the additional width. Please contact the Engineering Department at 507-437-9950 if you would like to widen your driveway.

Q: Can I upgrade my driveway approach to concrete during the project?

A: Yes, if you currently have an asphalt or gravel driveway approach you may upgrade it to concrete during the project. If you choose to upgrade to concrete you will have to pay for the cost difference in materials. Please contact the Engineering Department at 507-437-9950 if you would like to upgrade your driveway.

Q: Can I have more sidewalk replaced than I am being assessed for?

A: Yes, if you want to have additional sidewalk panels replaced, you will have to pay for the additional sidewalk replacement costs. Please contact the Engineering Department at 507-437-9950 if you would like to replace additional sidewalk.

Q: Can I connect my sump pump discharge line to an underground drainage system?

A: Yes, we will be installing drain tile on the project with a service stub to each property. It is the homeowner's responsibility to make the connection from the service stub to the house. If you have a preferred location for your tile service stub, please contact the Engineering Department at 507-437-9950.

Q: Can I connect my roof downspouts to the drain tile system?

A: No, roof drains cannot be connected to the drain tile system. Roof gutters and downspouts have the potential to allow leaves and other debris to enter the drain tile system and cause a blockage.

Q: I have a sprinkler system in my boulevard, will this be damaged during construction?

A: Sprinkler systems in the boulevard may be damaged by construction activities. It is the property owner's responsibility to move or repair sprinkler lines and heads that are in the way of construction. The City and Contractor are not responsible for any repairs to sprinkler systems.

Q: Why does the City cut down trees on street projects?

A: We try to save as many trees as possible during street reconstruction projects, but some trees do need to be removed. Some reasons for tree removal are: dying or diseased, road widening, in conflict with above or below ground utilities. We also remove all ash trees located on street projects, due to the emerald ash borer infestation.

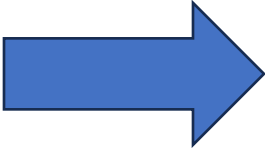
Q: Will my electric, water or natural gas utility service be impacted by the street project?

A: Many times, Austin Utilities schedules utility maintenance and/or replacement work during street construction projects. In the event Austin Utilities is planning work in your area, they will notify you separately prior to the project outlining the impacts to your residence or business.

Sign Up for Text Alerts!

Get weekly project updates directly to your phone.

Scan the QR Code



Or visit
<https://eztxt.net/q05s3k>

To Sign Up

Weekly project updates are also posted on the City of Austin construction page.

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

8th Street NE (15th Ave to 18th Ave NE) Institute Lift Station Construction

Project Scope

Below is the general order of construction on the project:

Phase 1

- Construction of Institute Lift Station
- Directional drilling of new forcemain under I-90 from lift station to 8th St & 10th Ave NE
- Directional drilling of gravity sanitary sewer under I-90
- Austin Utilities replacement of water main on 15th Ave NE
- Reconstruction of 15th Ave NE

Phase 2

- Removal of the existing concrete pavement on 8th St NE
- Sanitary replacement on 8th St NE and portion of 9th St NE
- Removal of Weyerhaeuser Lift Station
- Austin Utilities replacement of water main and services
- Storm sewer improvements
- Roadway excavation
- Place new aggregate base in the street
- Remove and replace deficient sidewalk
- Construct pedestrian ramps where sidewalks meet the street
- Construct new concrete pavement
- Driveway replacement
- Boulevard restoration



Project Schedule and Phasing

Phase	Start Date	Estimated Completion
Phase 1 – Institute Lift Station Construction	May 2024	July 2024
Phase 2 – 8 th Street NE	July 2024	October 2024

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments, Local Tax Levy, State Aid	\$1,150,000
Storm Sewer Improvements	Stormwater Utility Fees	\$50,000
Sanitary Sewer Improvements	Wastewater Treatment Utility Fees	\$1,200,000
	Total	\$2,400,000

Project Updates

Letters will be handed out approximately 1 week prior to work starting on each phase. Once work begins, weekly project updates are posted on the City of Austin construction website and via text message.

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

For any other questions please contact:

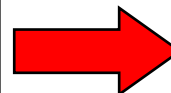
Mitch Wenum, PE

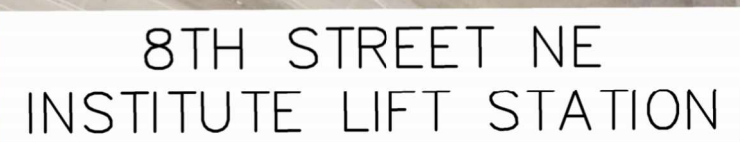
Assistant City Engineer

MitchW@ci.austin.mn.us

507-437-9950

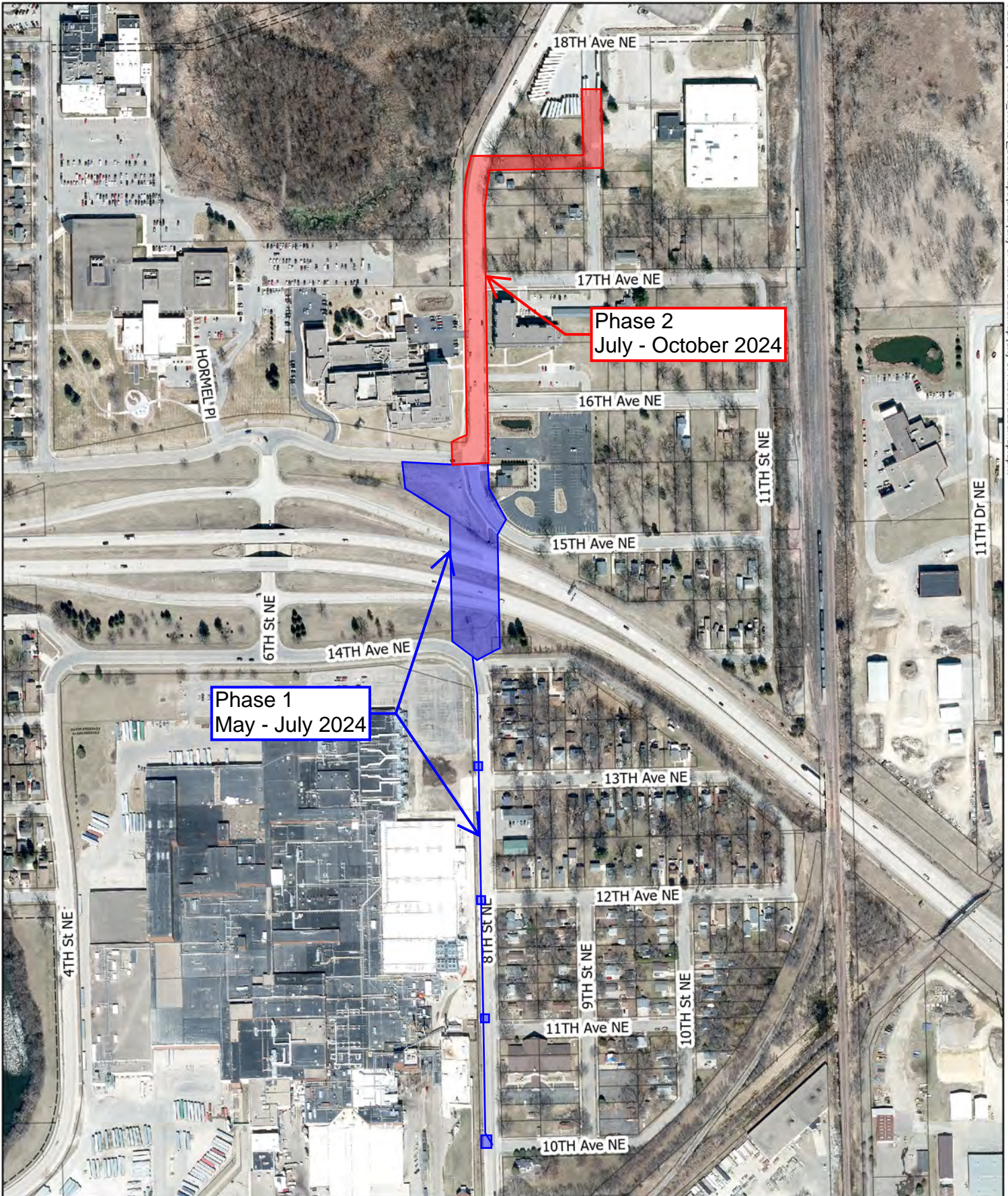
Scan Here to visit
the City of Austin
construction
website







8th St NE & Institute Lift Station Phasing



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0 390 780 FT

Date: 2/13/2024

RESOLUTION NO.

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

WHEREAS, pursuant to the resolution adopted by the City Council on the 2nd day of January, 2024 and upon duly published notice as required by law, a hearing was held on the 20th day of February, 2024, at which time all persons were given an opportunity to be heard on the making of the following improvement:

1) 8th Street NE & Institute Lift Station Construction 23104 & 23201

- a. 8th St NE – 16th Ave to 18th Ave NE
- b. Lift Station Construction at 16th Ave & 8th St NE

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

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 2nd day of January, 2024.
2. Plans and specifications prepared by City Engineer Steven Lang pursuant to the Council resolution are hereby approved and shall be filed by the City Recorder.
3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 20th day of February, 2024.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

9th Street SW (17th Ave to 22nd Ave SW)
12th Street SW (17th Ave to 21st Ave SW)



Project Scope

Below is the general order of construction on the project:

<u>9th Street SW</u>	<u>12th Street SW</u>
<ul style="list-style-type: none"> • Removal of the existing asphalt pavement • Remove deteriorated curb and gutter • Sanitary sewer replacement south of 19th Ave SW • Austin Utilities replacement of water main and services on all of 9th St SW • Storm sewer replacement south of 19th Ave SW • Roadway excavation • Installation of drain tile and sump pump service stub outs • Place new aggregate base in the street • Construction of new sidewalks • Construct pedestrian ramps where sidewalks meet the street • Curb & gutter replacement • Asphalt paving • Boulevard restoration 	<ul style="list-style-type: none"> • Removal of the existing asphalt pavement • Sanitary sewer Manhole replacement • Remove deteriorated curb and gutter • Roadway excavation • Installation of drain tile and sump pump service stub outs • Make connection from 19th Ave SW & 12th St SW intersection to Highway 105 • Place new aggregate base in the street • Replace deficient sidewalk panels • Replace deficient curb & gutter • Construct pedestrian ramps where sidewalks meet the street • Asphalt paving • Boulevard restoration

Project Schedule and Phasing

- Bid Project in March

Phase	Start Date	Estimated Completion
Phase 1 – 9th Street SW	Early May 2024	September 2024
Phase 2 – 12th Street SW	July 2024	September 2024

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments, Local Tax Levy	\$1,125,000
Storm Sewer Improvements	Stormwater Utility Fees	\$260,000
Sanitary Sewer Improvements	Wastewater Treatment Utility Fees	\$340,000
	Total	\$1,725,000

Project Updates

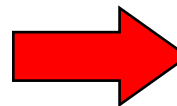
Once work begins, weekly project updates are posted on the City of Austin construction website and via text message.

<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

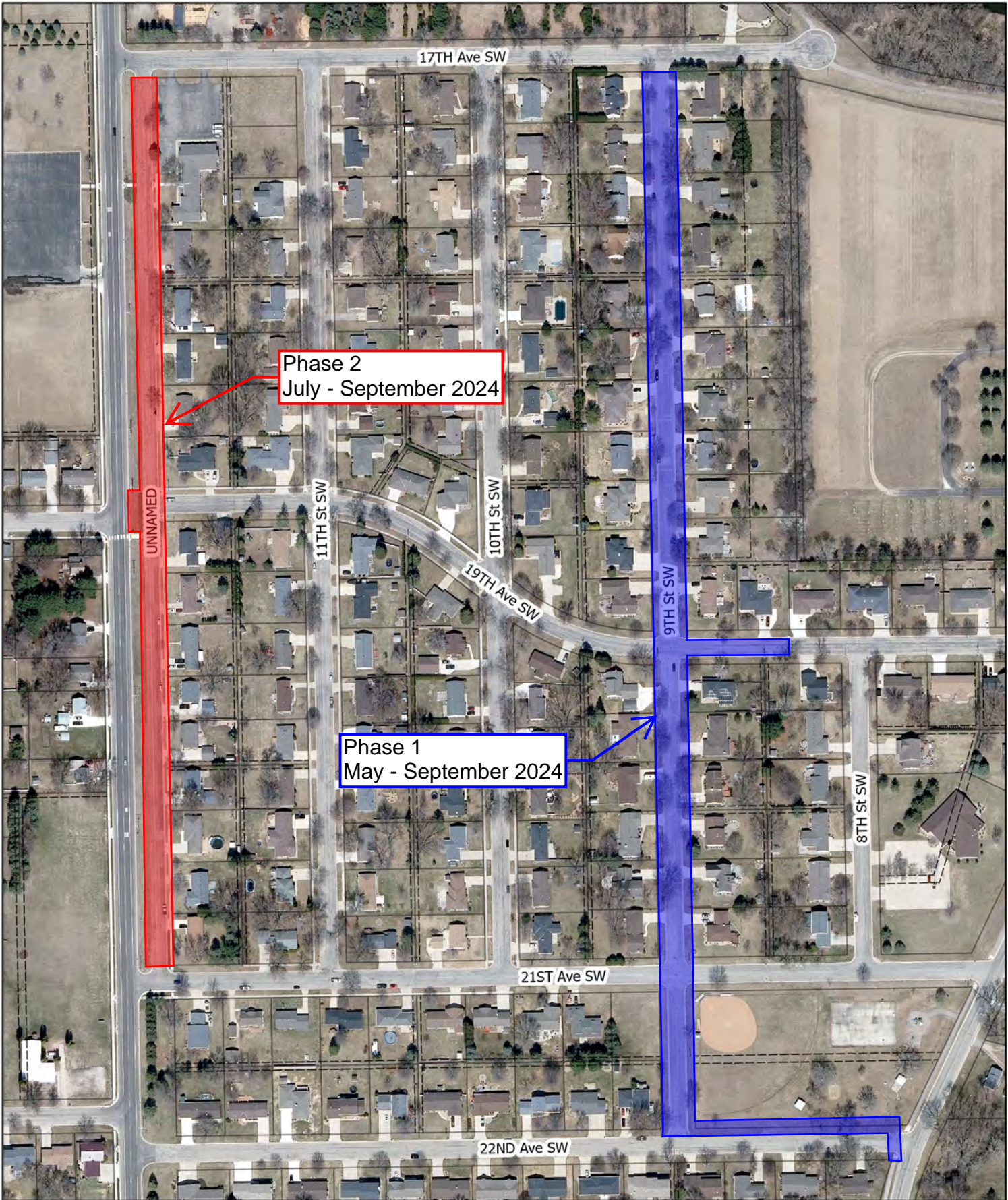
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 the City of Austin
 construction website







9th Street & 12th Street SW Phasing



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Additional Information for 9th Street SW & 12th Street SW

In 2023, we put together an inventory of the sidewalks throughout the city using our GIS system. Having this information in GIS makes it much easier to visualize, store and manage data. The link below is a GIS interactive dashboard of sidewalk data. The map is a working document that we are continuously updating, but it gives a good representation of the sidewalks and trails we currently have in Austin.

<https://gis.ci.austin.mn.us/portal/apps/opsdashboard/index.html#/b53a04b6f0ec46619874d5080d4ec6a2>

Below is an aerial photo of the 9th St SW neighborhood from 1981. Bustad Addition is developing from 12th Street east to 4th Drive. 12th Street, 11th Street and 10th Street are nearly fully developed, while houses on 9th St SW are in the process of being built. Notice the change in sidewalk construction. There is something that changed in construction standards, development requirements or policy changes in the late 70's to early 80's, which no longer required sidewalks at the time of home construction. We were not able to find any documentation identifying when or why the change in sidewalk requirements was made.



9th Street SW

9th Street SW & 12th Street SW Tree Information

Street	Existing Trees within Right-of-Way	Trees to be Removed Because they are Ash or Unhealthy	Trees to be Removed Because of Conflicts with Sidewalk Construction
9 th Street SW	47	10	9
12 th Street SW	5	2	2

Trees Remaining After Project Completion		
	If Sidewalk is Constructed	If Sidewalk is NOT Constructed
9 th Street SW	28	37
12 th Street SW	1	3

9th Street SW Landscaping & Sprinkler System Information

- 10 of the 36 properties on 9th Street SW have installed landscaping within the public right-of-way that would be impacted by sidewalk construction to varying degrees.
- Unknown number of properties with lawn irrigation systems located within the public right-of-way. Impacts to irrigation systems depends on their current location and the homeowner knowledge of where they are located. Generally, impacts can be minimized if the location of the lines is known prior to work starting.

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

2) 9th Street SW & 12th Street SW 24101

- Mayor

4th Avenue NE (17th St to 19th St NE)

Project Scope

Below is the general order of construction on the project:

- Removal of the existing asphalt pavement and curb & gutter
- Sanitary sewer main and service replacement
- 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 existing deficient sidewalk
- Construct pedestrian ramps where sidewalks meet the street
- Pour new concrete curb and gutter
- Driveway replacement
- Asphalt paving
- Boulevard restoration



Project Schedule and Phasing

- Bid Project in March

Phase	Start Date	Estimated Completion
4 th Avenue NE (17 th St NE to 1901/1900 4 th Ave NE)	June 2024	September 2024
4 th Avenue NE (1901/1900 4 th Ave NE to 19 th St NE)	July 2024	September 2024

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments, Local Tax Levy	\$525,000
Storm Sewer Improvements	Stormwater Utility Fees	\$0
Sanitary Sewer Improvements	Wastewater Treatment Utility Fees	\$260,000
	Total	\$785,000

Project Updates

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

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

For any other questions please contact:

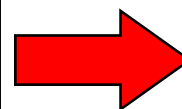
Mitch Wenum, PE

Assistant City Engineer

MitchW@ci.austin.mn.us

507-437-9950

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construction website





HOLY CROSS CHURCH

4TH AVENUE NE

OAKLAND PLACE NE

5th AVE NE

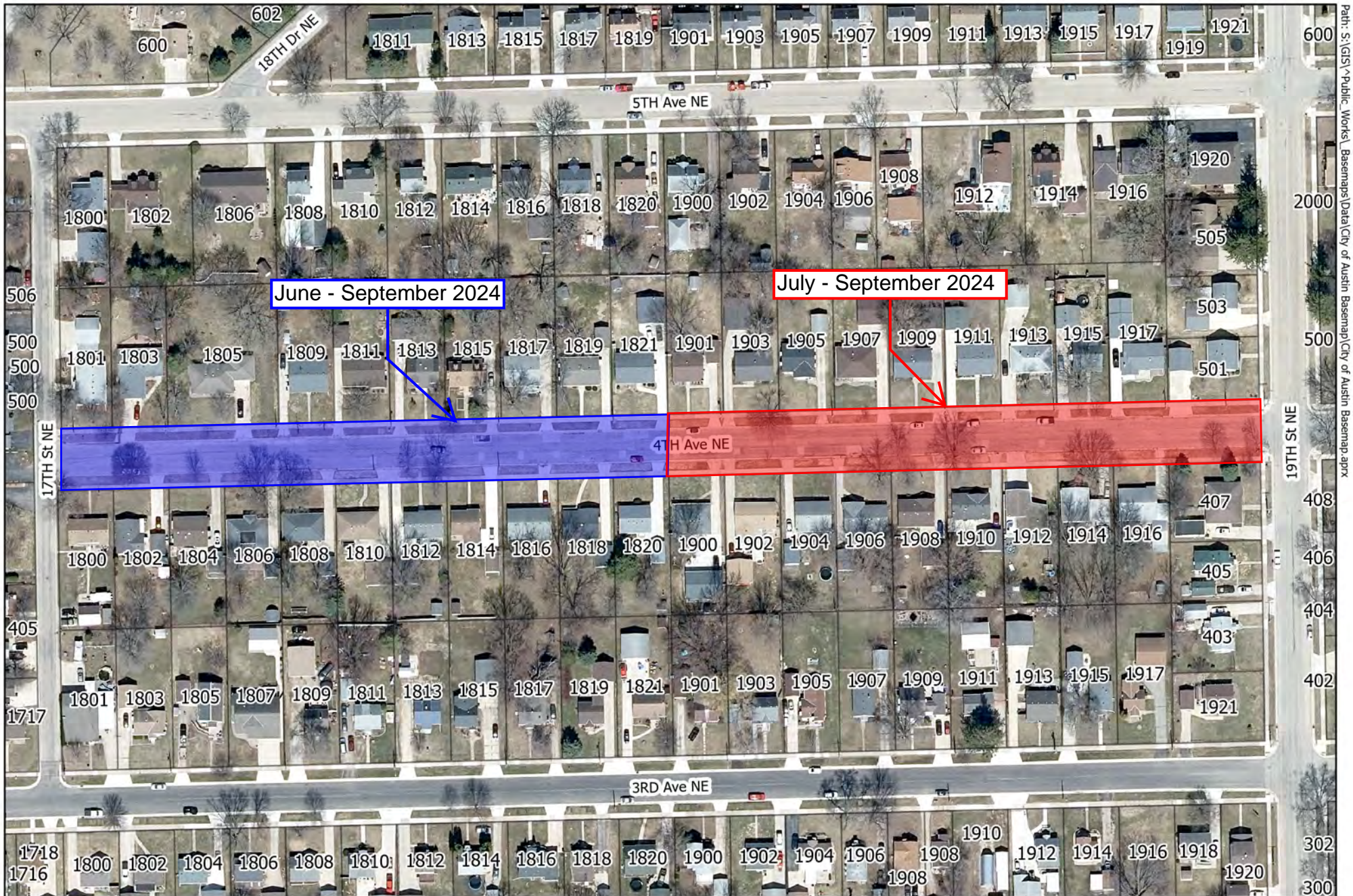
17th St NE

5th AVE NE

19th St NE



4th Avenue NE



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0 140 280 FT

Date: 2/13/2024

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

3) 4th Avenue NE & 1st Ave NE **24102 & 24103**

- Mayor

1st Avenue NE (8th St to 10th St NE)

Project Scope

Below is the general order of construction on the project:

- Removal of the existing asphalt pavement and curb & gutter
- Austin Utilities replacement of water main and services
- Storm sewer replacement
- Roadway excavation
- Installation of drain tile and sump pump service stub outs
- Place new aggregate base in the street
- Remove and replace existing deficient sidewalk
- Construct pedestrian ramps where sidewalks meet the street
- Pour new concrete curb and gutter
- Driveway replacement
- Asphalt paving
- Boulevard restoration



Project Schedule and Phasing

- Bid Project in March

Phase	Start Date	Estimated Completion
1 st Avenue NE	Late April 2024	July 2024

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments, Local Tax Levy	\$350,000
Storm Sewer Improvements	Stormwater Utility Fees	\$80,000
Sanitary Sewer Improvements	Wastewater Treatment Utility Fees	\$0
	Total	\$430,000

Project Updates

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

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

For any other questions please contact:

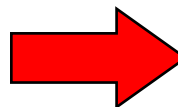
Mitch Wenum, PE

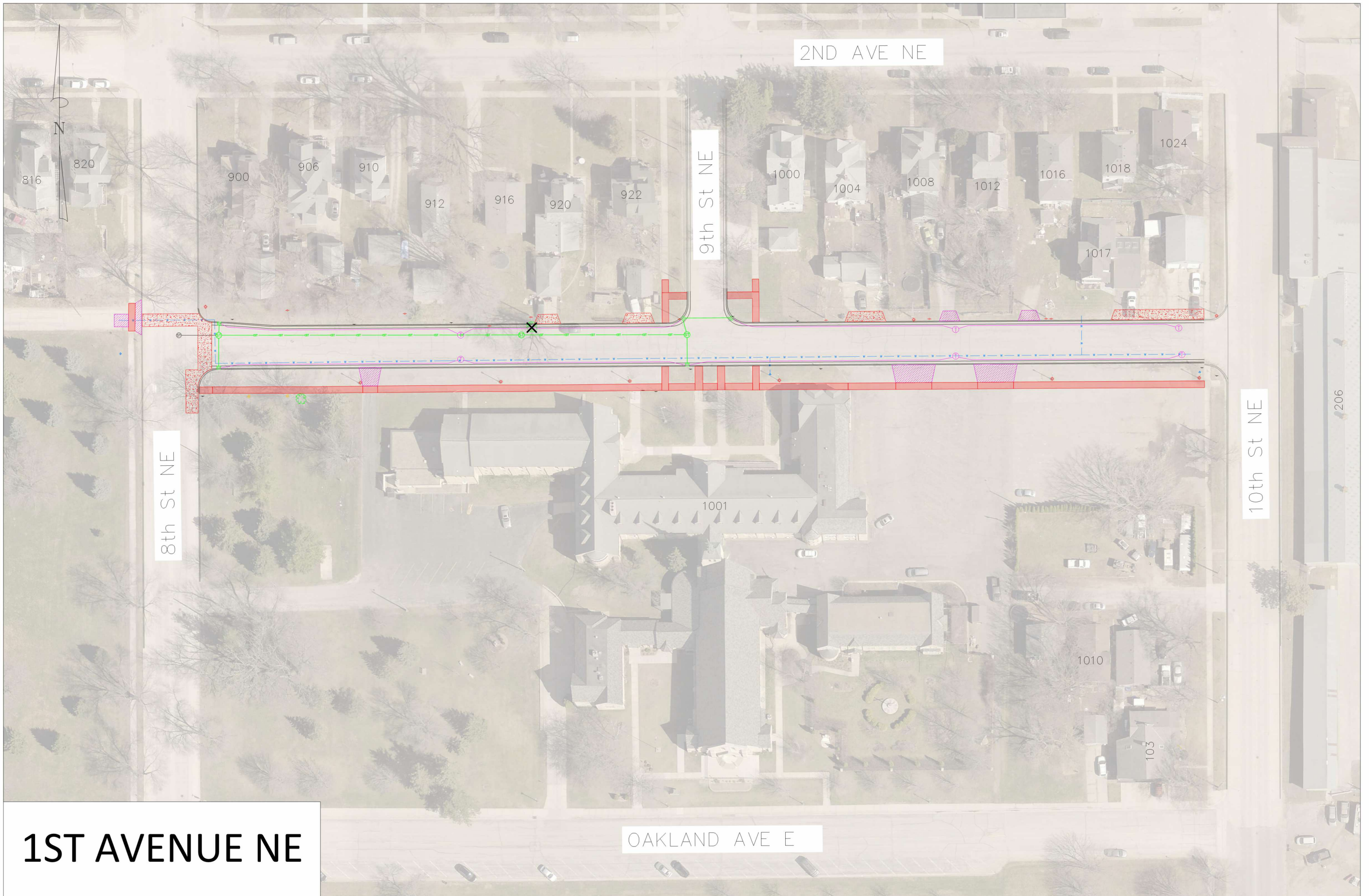
Assistant City Engineer

MitchW@ci.austin.mn.us

507-437-9950

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2ND AVE NE

9th St NE

8th St NE

10th St NE

OAKLAND AVE E

1ST AVENUE NE



1st Avenue NE



Late April - July 2024

0 100 200 FT

Date: 2/13/2024

2nd Avenue NW (14th St to 19th St NW)**16th Street NW (Oakland Ave to 2nd Ave NW)****17th Street NW (Oakland Ave to 2nd Ave NW)****Project Scope**

Below is the general order of construction on the project:

<u>2nd Avenue NW</u>	<u>16th Street NW</u>	<u>17th Street NW</u>
<ul style="list-style-type: none"> • Removal of existing pavement • Remove curb and gutter • Austin Utilities replacement of water main and services • Sanitary sewer manhole replacement • Storm sewer replacement at 14th St NW intersection • Roadway excavation • Installation of drain tile and sump pump service stub outs • Aggregate base placement • Repair of deficient sidewalks • Curb & gutter replacement • Pedestrian ramp construction • Driveway replacement • Asphalt paving • Boulevard restoration 	<ul style="list-style-type: none"> • Removal of existing pavement • Remove sidewalk on west side of 16th St NW • Austin Utilities replacement of water main and services • Repair of deficient sidewalks on east side of 16th St NW • Construction of driveway for Grace Baptist Church • Haul in black dirt and seed the former 16th St NW 	<ul style="list-style-type: none"> • Removal of existing pavement • Remove curb and gutter • Sanitary sewer main and service replacement • Austin Utilities replacement of water main and services • Roadway excavation • Installation of drain tile and sump pump service stub outs • Aggregate base placement • Repair of deficient sidewalks • Curb & gutter replacement • Pedestrian ramp construction • Driveway replacement • Asphalt paving • Boulevard restoration

Project Schedule and Phasing

- Bid Project in March

Phase	Start Date	Estimated Completion
Phase 1 – 2nd Ave NW (18th St to 19th St NW)	Early May 2024	August 2024
Phase 2 – 2nd Ave NW (14th St to 18th St NW)	June 2024	August 2024
Phase 3 – 16th St & 17th St NW	August 2024	October 2024

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments, Local Tax Levy	\$1,200,000
Storm Sewer Improvements	Stormwater Utility Fees	\$160,000
Sanitary Sewer Improvements	Wastewater Treatment Utility Fees	\$40,000
	Total	\$1,400,000

Project Updates

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

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

For any other questions please contact:

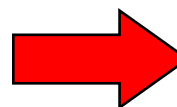
Mitch Wenum, PE

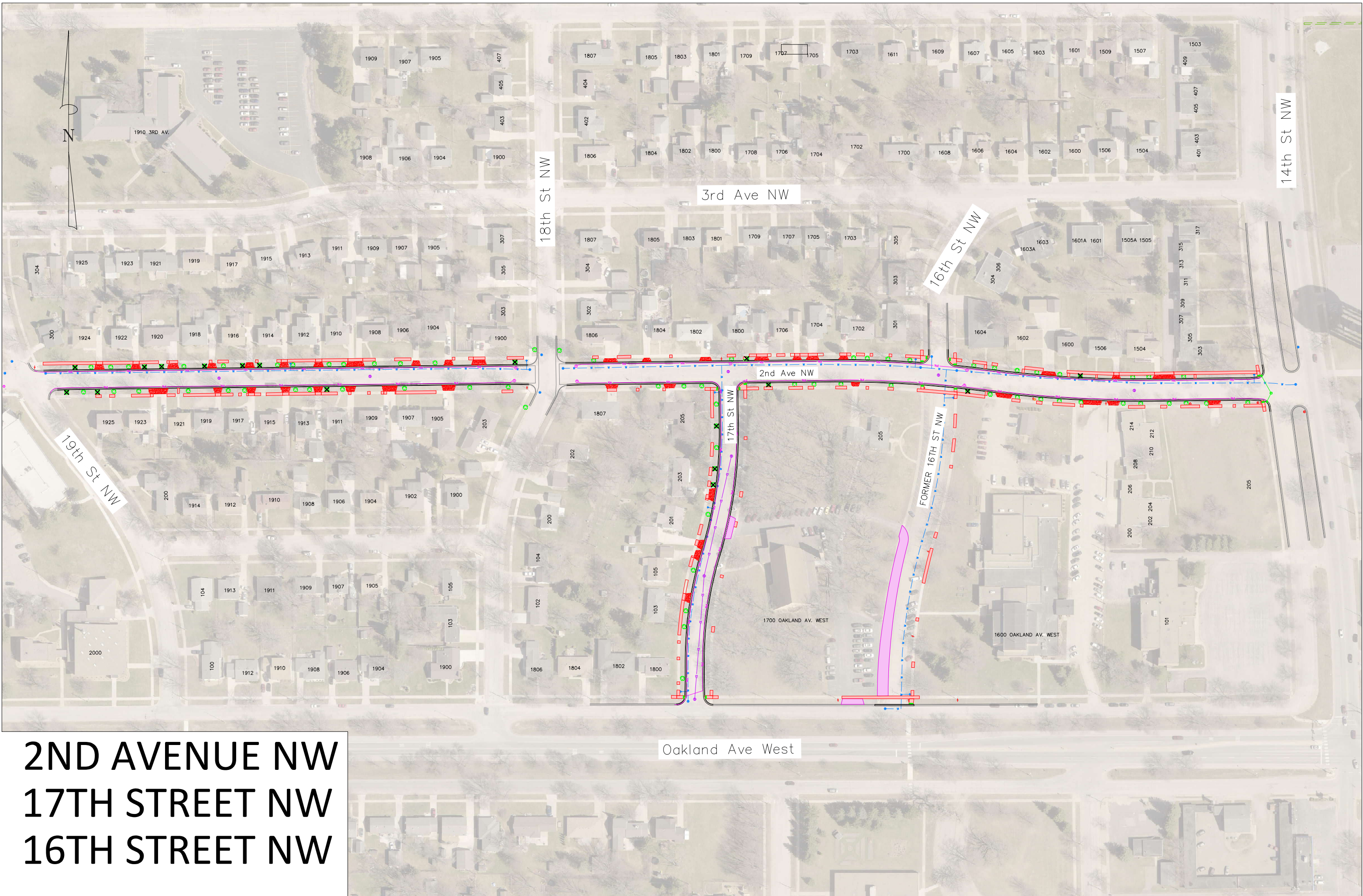
Assistant City Engineer

MitchW@ci.austin.mn.us

507-437-9950

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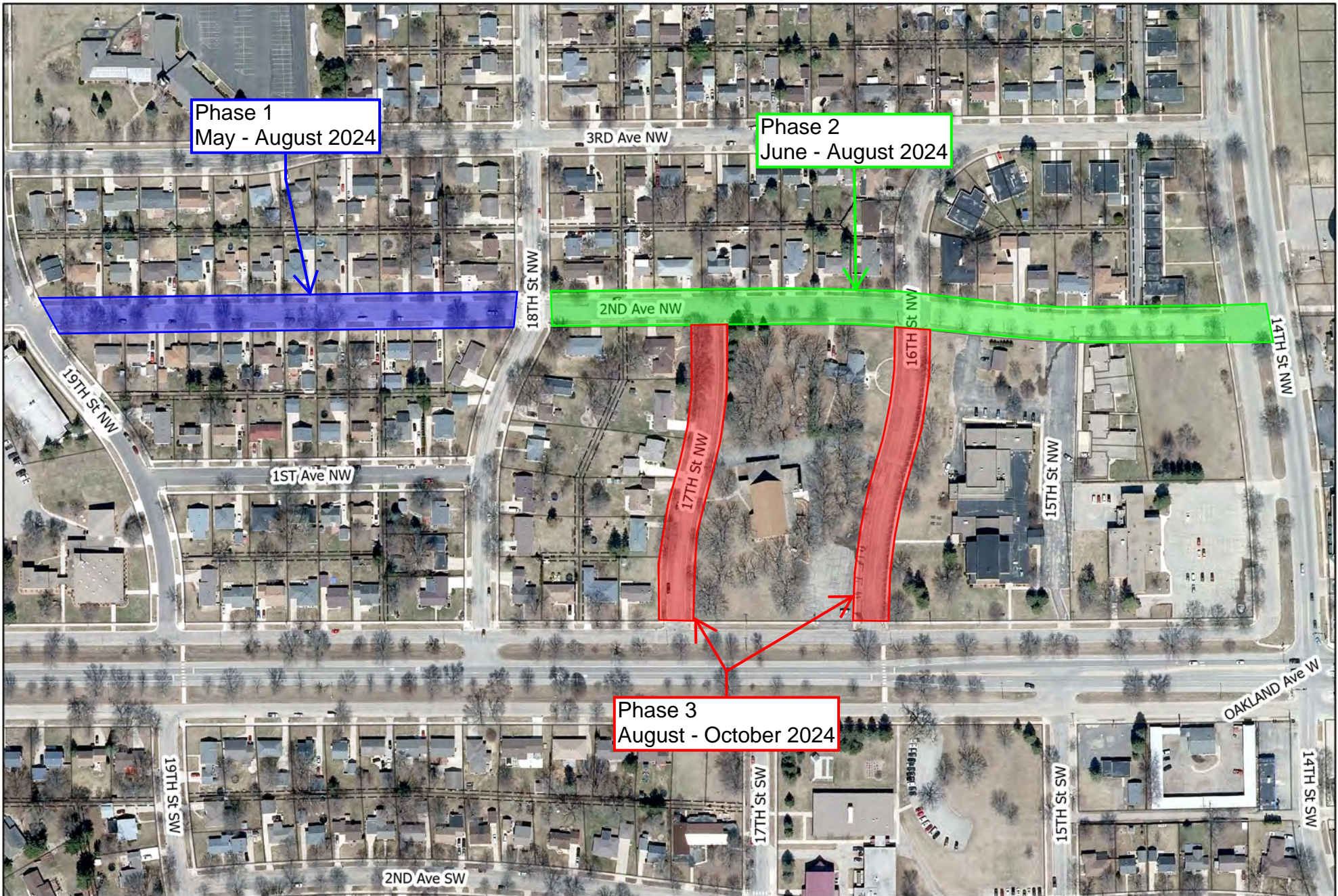


2ND AVENUE NW
17TH STREET NW
16TH STREET NW



2nd Ave, 16th St & 17th St NW Phasing

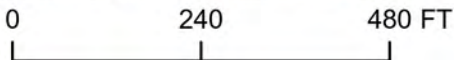
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Phase 1
May - August 2024

Phase 2
June - August 2024

Phase 3
August - October 2024



Date: 2/13/2024

RESOLUTION NO.

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

WHEREAS, pursuant to the resolution adopted by the City Council on the 2nd day of January, 2024 and upon duly published notice as required by law, a hearing was held on the 20th day of February, 2024, at which time all persons were given an opportunity to be heard on the making of the following improvement:

4) 2nd Avenue NW, 16th Street NW & 17th Street NW 24104

- a. 2nd Ave NW – 14th St to 19th St NW
- b. 16th St NW – Oakland Ave W to 2nd Ave NW
- c. 17th St NW – Oakland Ave W to 2nd Ave NW

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

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 2nd day of January, 2024.
2. Plans and specifications prepared by City Engineer Steven Lang pursuant to the Council resolution are hereby approved and shall be filed by the City Recorder.
3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 20th day of February, 2024.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

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

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

Project #**1) 8th Street NE & Institute Lift Station Construction 23104 & 23201**

- 8th St NE – 16th Ave to 18th Ave NE
- Lift Station Construction at 16th Ave & 8th St NE

2) 9th Street SW & 12th Street SW 24101

- 9th St SW – 17th Ave to 22nd Ave SW
- 12th St SW – 17th Ave to 21st Ave SW

3) 4th Avenue NE & 1st Avenue NE 24102 & 24103

- 4th Ave NE – 17th St to 19th St NE
- 1st Ave NE – 8th St to 10th St NE

4) 2nd Avenue NW, 16th Street NW & 17th Street NW 24104

- 2nd Ave NW – 14th St to 19th St NW
- 16th St NW – Oakland Ave W to 2nd Ave NW
- 17th St NW – Oakland Ave W to 2nd Ave NW

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

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

1. A hearing shall be held on the 18th day of March, 2024 in the City Hall Council Chambers at 5:30 pm to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of hearing on proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total cost of the improvement. The city clerk shall cause mail notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may pay his or her assessment at any time prior to certification of the assessment on such property without interest if the entire assessment is paid no later than October 31. He or she may at any time thereafter pay to the city the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which such payment is made.

Passed by a vote of yeas and nays this 20th day of February, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin
500 Fourth Avenue NE
Austin, Minnesota 55912-3773



Phone: 507-437-9940

www.ci.austin.mn.us

MEMO

To: Honorable Mayor and City Council Members
From: Brianne D. Wolf, City Clerk
Date: February 20, 2024
Subject: Request for Approval of Ordinance Changes Relating to Massage Therapist and
Massage Establishment Licensing

This request is for a modification of the massage therapist and massage establishment licensing. This would repeal the old section 6.40; regulation and licensing of sauna and massage parlors and section 6.41; regulation of massage therapists. It would be replaced with a new section 6.41, massage therapist and massage establishment. In particular, it changes a massage establishment so a sole proprietor does not have to pay for a massage therapist license and an establishment license. This eliminates the licensing requirement for saunas as we do not license saunas.

We requested feedback from our massage therapist and massage establishment licensees. We only received two responses. One was from a sole proprietor saying she is glad we are finally making the change to one license for the sole proprietors. The other was from a massage therapist at a chiropractor's office wondering if the change would have any effect on their office. It does not; chiropractic offices have been exempt and will remain exempt from the City's licensing.

Please let me know if you have any questions.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF AUSTIN
MESSAGE THERAPIST AND MESSAGE ESTABLISHMENT
CITY CODE SECTION 6.40 & 6.41**

The Council of the City of Austin ordains:

Section 1. Austin City Code Chapter 6, Section 6.40 and 6.41, are hereby repealed in their entirety.

Section 2. A new Section 6.41 is hereby enacted and should read as follows:

§ 6.41 MESSAGE THERAPIST AND MESSAGE ESTABLISHMENT

Subd. 1. *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- A. **MESSAGE THERAPY.** The use of pressure, friction, stroking, tapping or kneading on the human body, or the use of vibration or stretching on the human body by manual or mechanical means for the purpose of, but not limited to, maintain good health and establishing and maintaining good physical condition.
- B. **MESSAGE ESTABLISHMENT.** Any enterprise, establishment, or operation, licensed under this section, whether under the control of an individual or legal entity, providing or offering to provide message therapy within the city for a fee or other consideration paid either directly or indirectly, that has one or more message therapists, other than the owner, employed or utilizing space within the message establishment to provide message therapy services.
- C. **MESSAGE THERAPIST.** A person licensed under this section to administer message therapy as described by a recognized school for consideration.
- D. **PATRON.** Any person who receives message therapy under such circumstances that is reasonably expected that he or she will pay money or give any consideration therefor.
- E. **RECOGNIZED SCHOOL.** Any school or institution of learning which has for its purpose the teaching of the theory, method, profession or work of message therapists, which school requires a resident course of study of not less than 500 hours before the student shall be furnished a diploma or certificate of graduation from the school following successful completion of the course of study or learning. The school must show current membership in good standing in the American Message Therapy Association or other recognized professional message organization. Schools offering a correspondence course not requiring actual attendance of class shall not be deemed a **RECOGNIZED SCHOOL**.

Subd. 2. *Exceptions.* This section shall not apply to the following classes of individuals while engaged in the duties of their professions:

- A. Physicians, surgeons, chiropractors, osteopaths or physical therapists licensed to practice their respective profession under the laws of the state or nurses registered under the laws of the state when performed under the direction of a licensed physician, surgeon, chiropractor or osteopath;
- B. Barbers and beauticians licensed under the laws of the state, provided that the massage is limited to the head and scalp, or hands and feet for manicure or pedicure services; and
- C. Coaches and trainers of educational institutions acting within the scope of their employment.

Subd. 3. *License required; application fee, investigation; issuance; inspection; denial; revocation; suspension.*

- A. Massage therapists and massage establishments shall be licensed as provided in this section.
- B. Applications for licenses required by this section shall be in writing in such form as required by the City Administrator.
- C. In addition to the information required pursuant to § 6.02 hereof, the application shall require the following:
 - 1. The applicant's full name, address, social security number, written proof that the age of the applicant is at least 18 years
 - 2. The applicant's two previous addresses and dates of residences;
 - 3. Occupation for three years preceding date of application;
 - 4. Diploma or certificate of graduation from a recognized school; and
 - 5. A verified statement signed by the applicant that all information contained therein is true and correct.
- D. Each application for a license under this section shall be accompanied by a fee as specified by resolution to defray the cost of required Police Department investigation and administration.
- E. After investigation, the Council shall issue to the applicant a license; provided that, a license may be denied to any applicant who has within the previous two years been

convicted of an action for which a license could be revoked or suspended as set forth in § 6.09.

- F. The issuing authority, or his or her designee, shall have the right to enter and inspect the licensed premises during the hours in which the licensed premises is open to ensure compliance with all provisions of the code.
- G. The Council may revoke or suspend a license issued under this section for any one of the following:
 - 1. Violation of any provision of this section or applicable license requirements of this section;
 - 2. Conviction of any crime or offense involving dishonesty, fraud, deceit or immorality; or
 - 3. If the Council has reasonable grounds to believe that any licensee is infected with a contagious or communicable disease.

Subd. 4. *Massage therapist's regulations.* Licensees shall comply with the following regulations:

- A. The therapist shall prominently and publicly display his or her license at all times during massages.
- B. Massages shall not be given unless patrons are wearing clothing fully covering their genitals.
- C. Massages shall not be given to patrons who have open sores or other visible signs of communicable diseases.
- D. The therapist shall report any change of facts regarding any information which was required in his or her license application to the City Administrator, within ten days after the change.
- E. It is unlawful for a massage therapist to touch or massage, with his or her hands or body, a sexual or genital part of a patron or to allow to touch or massage with his or her hands or body a sexual or genital part of the therapist.
- H. It is unlawful for a massage therapist or patron to expose his or her genital parts to any other person.
- I. No beer, liquor, narcotic drug or controlled substances, or cannabinoid products as defined in § 6.60, subd. 1(C), as such terms are defined by state statutes or the City Code, shall be permitted on the licensed premises.
- J. No massage therapy services shall be provided between the hours of 10:00 p.m. and 6:00 a.m.

Subd. 5. *Additional Provisions.*

A. Massage establishments shall be located in areas zoned by the Zoning Chapter in R-O, B-1, B-2, B-3 and I-1 districts; provided, however, that individual massage therapists may engage in business as a home occupation, as defined by § 11.031, subd.

13 of this City Code, in residential districts as a conditional use. An inspection by the Building Inspector shall be conducted of all premises where massage therapy takes place before consideration by the Council.

B. Massage therapists may practice massage therapy at hospitals, nursing homes, hospices and other health care providers, if approved by the healthcare facility.

C. Massage establishments which are not home occupations shall comply with all relevant local, state and federal health and building regulations which govern the design, construction, maintenance and sanitation of health spas or similar establishments.

D. The provisions of this section do not apply to locations where massage is practiced by persons excepted from this section under Subd. 2 of this section.

Subd. 6. *Penalty.* It is unlawful for any person to practice massage therapy for consideration, except as provided in this section. Violation of this section shall be a misdemeanor. Each day of violation shall constitute a separate offense.

Passed by a vote of yeas and nays this 20th day of February, 2024

YEAS

NAYS

APPROVED:

Stephen M. King, Mayor

ATTEST:

Tom Dankert, City Recorder

This ordinance was introduced on February ____, 2024; approved on ____, 2024; was published in the Austin Daily Herald on ____, 2024, and becomes effective ____.

RESOLUTION NO. _____

SUMMARY OF ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF AUSTIN MASSAGE THERAPIST AND MASSAGE
ESTABLISHMENT CITY COD SECTION 6.40 & 6.41**

The Austin City Council adopted a new massage therapist and massage establishment ordinance at the February 20, 2024, City Council meeting.

SUMMARY: A repeal of former Section 6.40 (regulation and licensing of Sauna and Massage Parlors) and 6.41 (regulation of Massage Therapists) and replacing these sections with a new Section 6.41 entitled “Massage Therapist and Massage Establishment” for the regulation of all massage businesses under a single section and requiring only a single license for each location. The new section combines definitions from the prior language or from state statute and updates that add to clarity and certainty (e.g., clarifying that manicure and pedicure services are not considered massage). The new section clarifies the licensing process and requirements. The permitted hours for massage services were modified to between 10 pm and 6 am. Finally, references to sauna and sauna licenses were deleted and not replaced.

COPIES OF ORDINANCE: The above is only a summary of the essential elements of the ordinance. A printed copy of the full ordinance is available for inspection by any person during regular office hours at the Clerk’s Office located at 500 4th Avenue NE, Austin, Minnesota 55912, or at the Austin Public Library located at 323 4th Avenue NE, Austin, Minnesota 55912.

Passed by the Austin City Council this 20th day of February, 2024

YEAS

NAYS

ATTEST:

APPROVED:

Tom Dankert, City Recorder

Stephen M. King, Mayor

This ordinance was introduced on February ____, 2024; approved on _____, 2024; was published in the Austin Daily Herald on _____ 2024; and becomes effective _____, 2024.

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



Phone: 507-437-9940

www.ci.austin.mn.us

MEMO

To: Honorable Mayor and City Council Members
From: Brianne D. Wolf, City Clerk
Date: February 20, 2024
Subject: Request for Approval of Ordinance Change to Small Vehicle Passenger Service

In 2019, the Council adopted some changes to the small vehicle passenger ordinance and it was placed in section 6.60 instead of section 6.61 in error. This request would transfer the small vehicle passenger service to the correct section.

Please let me know if you have any questions.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF AUSTIN,
MINNESOTA AMENDING CITY CODE SECTION 6.60 & 6.61**

The Council of the City of Austin does ordain:

Section 1. Section 6.60, subd. 10, 11 & 12 are hereby repealed.

Section 2. New Section 6.61, subd. 10, 11 & 12 are hereby enacted and should read as follows:

Section 6.61, Subd. 10. *Smoking Prohibited.* Any Small Vehicle is a “for-hire vehicle” as that term is used in Section 6.61, and as such it is a Public Place during its hours or operation.

Section 6.61, Subd. 11. *Signage.* When being Operated, a Small Vehicle must be clearly marked as described in this subdivision. License tags, including number and year for which issued, shall be plainly visible from the front of the conveyance. Both sides of every licensed Small Vehicle, when in operation, shall be plainly marked as such with a sign or appurtenance showing the full or abbreviated name of the licensed Operator. Said signs may be removable if the Small Vehicle also serves as the operator’s personal vehicle when not in Operation. However, such removable signs must be adhered in a fashion reasonably expected to avoid separation while in motion. Said sign may also reflect the name of any Transportation Network Company (as defined under Minnesota Statutes § 65B.472, subd. 1(3)) with whom the Operator is affiliated. Further, any signage required by such Transportation Network Company is allowed so long as it does not interfere with the safe operation of the Small Vehicle nor violate any generally applicable laws. No other signage or advertising is permitted on the exterior of the vehicle.

Section 6.61, Subd. 12. *Exemption for Drivers Licensed in Other Municipalities.*

- A. A Small Vehicle driver or operator who is licensed to operate in another municipality in this state may carry passengers from such municipality to anyplace within the City and may freely use the streets and thoroughfares for that purpose and may receive passengers for carriage to such municipality, and such a driver is not required to obtain a license under this Section. Such driver shall not solicit business on the streets of the City or otherwise operate within the City without such permit.
- B. While within the City the driver of a Small Vehicle licensed in another municipality in the state shall have with him or her the license certificate for the vehicle and display the same to any authorized person upon demand.
- C. Any Taxicab licensee under § 6.36 of these ordinances shall not be required to obtain a license under this Section.

Passed by a vote of yeas and nays this 20th day of February, 2024

YEAS

NAYS

APPROVED:

Stephen M. King, Mayor

ATTEST:

Tom Dankert, City Recorder

This ordinance was introduced on February ____, 2024; approved on ____, 2024; was published in the Austin Daily Herald on ____, 2024, and becomes effective ____ .

City of Austin
Craig Clark,
City Administrator



500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773
Phone: 507-437-9941
craigc@ci.austin.mn.us
www.ci.austin.mn.us

TO: Honorable Mayor and City Council Members

FROM: Craig D. Clark, Administrator

RE: Support of Impact Austin

The City has been asked to join other entities to support the Impact Austin request, included as Exhibit 1, for a Quality of Life and Impact Austin management. The request for the City of Austin's participation is for \$20,000. Other partners include Mower County \$60,000, Hormel Foods (\$25,000), DCA \$10,000 and \$10,000 in kind, Mayo \$10,000 and the Hormel Foundation for \$67,000.

The objective is to fund the Impact Austin staff member and have Admin. support to DCA of \$40,000 and \$43,000 for a small project fund. This is envisioned to help carry forward parts of the community engagement pieces of the comprehensive plan efforts and other Impact Austin initiatives while also being able to accomplish some small project asks.

This request will come from contingency. Please let me know if you have any questions.

Council Action is requested to approve \$20,000 towards these funds from contingency.

Integrative Planning Initiative	Total	City Comp Plan & City Center Plan	County Comp Plan	Food City Plan	Total
Mower County	100,000		100,000		100,000
City of Austin	160,000	160,000			160,000
Hormel Foods	25,000	15,000	10,000		25,000
Mayo	15,000	10,000	5,000		15,000
Hormel Foundation	166,000	41,000	25,000	100,000	166,000
Total	466,000	226,000	140,000	100,000	466,000

Quality of Life/Impact Austin Mgmt	Total	Salary & Benefits	Admin Support*	Project Fund	Total
Mower County	60,000	30,000	8,000	22,000	60,000
City of Austin	20,000	10,000	9,000	1,000	20,000
Hormel Foods	25,000	10,000	7,500	7,500	25,000
DCA (\$10,000 in kind admin support)	20,000	-	10,000	10,000	20,000
Mayo	10,000	5,000	2,500	2,500	10,000
Hormel Foundation	67,000	64,000	3,000	-	67,000
Total	202,000	119,000	40,000	43,000	202,000

Total Project 668,000

Project Mgmt and Admin Costs* 30,000

*DCA \$10,000 in kind admin support listed above

Personnel Management 10,000

Hiring

Supervision

Admin support

Operations 16,000

Rent

Office supplies

copies

phone/internet

contract management

liability insurance

external accounting

audit

associations

internal accounting

Impact Austin Activity 4,000

Meeting assistance

Website, Social Media

Total 30,000

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 ^{TMD}
Director of Administrative Services

DATE: January 10, 2024

RE: Postage Machine
U:\Word\2024\Miscellaneous\Postage Machine.doc

We have been notified that our postage machine will no longer be considered an “authorized postage meter”. The current postage meter we use was purchased in 2016. The issue relates to the availability to add funds to the machine via software updates, as the current machine will no longer be allowed to do such after June 30, 2024.

We have received a quote off of the State of Minnesota CPV contract price with Mantronics Mailing System for a new machine, totaling \$3,985.00. Funding is proposed to come from Capital Outlay using \$2,500 of unspent poll pad funds (grant paid for more of these than planned) and the additional \$1,485 from a reduction in one of the other line items (to be determined as the year progresses).

We would respectfully request a motion approving the acquisition of a new postage machine.

Please let me know if you have any questions!

Mantronics Mailing Systems, Inc.

Proposal Prepared for CITY OF AUSTIN

Proposal Prepared on Jan. 9, 2024

Model	Description	NASPO Purchase Price
IX5-AF	Automatic Postage Machine With 5lb scale	\$3985.00
Neoship Software Meter Rate insurance	Free Locked for 2 years	\$40/month
Optional Maintenance ①	1 st year Free	\$768/annual

① Don't have now.



Comes with 1st ink cartridge Free

The iX-5 Series offers flexibility and efficiency while maintaining job integrity every step of the way. Ideal for mid-level mail volumes, the iX-5 is available in two models, a power-assisted hand feed (iX-5 HF) or with auto-feed technology (iX-5 AF).

This system features a color screen and easy-to-use control panel. The iX-5 also meets the latest Intelligent Mail® Indicia (IMI) and Dimensional Weighing (DIM) USPS® requirements. 3.5" X 5"

UPCOMING USPS IMI COMPLIANCE MANDATE: WHAT YOU NEED TO KNOW

Powered by [Listen2It](#)

The United States Postal Service (USPS) is gearing up for a significant shift in postage meter regulations, and your current mailing machine may no longer be recognized as an authorized postage meter.

If you're using Information Based Indicia (IBI) postage meters, be prepared for changes starting on **June 30, 2024**, as they'll be declared inactive by the USPS. In this blog, we'll walk you through what you need to know about IMI compliance and this new era of postage meter regulations.

OVERVIEW OF THE NEW USPS REQUIREMENTS

The USPS is implementing changes to ensure the adoption of Intelligent Mail Indicia (IMI) standards across all mailing systems.

Essentially, if your current mailing machine is not IMI-compliant, you will need to purchase or lease a machine that uses IMI technology for your mailing and metering operations. It's crucial to understand the timeline of these changes to avoid any disruptions to your mailing operations. So, let's talk about it.

DECERTIFICATION DEADLINE: JUNE 30, 2024

Come **June 30, 2024**, all postage meters that do not meet the USPS IMI-compliance standards will be decertified.

If your current postage meter is an Information Based Indicia (IBI) device, it will need to be replaced with one that is IMI-compliant. However, if your

current mailing machine is not USPS IMI-compliant, there is a grace period before USPS will deem it inactive.

GRACE PERIOD UNTIL DECEMBER 31, 2024

While the decertification process begins in June, the USPS allows a grace period until **December 31, 2024**. During this time, you can continue using your existing postage meter. However, after the 31st, your machine will be officially declared inactive.

This means all postage machines that do not meet the new requirements will need to be upgraded by this time.

FUND USAGE POST-DECERTIFICATION

Although your decertified machine can still be used until the end of 2024, it's important to note that you cannot add any additional funds after **June 30, 2024**. Plan your postage needs accordingly to avoid any disruptions in your mailing processes.

By **June 30, 2025**, any postage indicia printed by Decertified Postage Evidencing Systems (PES), including IBI systems, will not be accepted for postage use and refunds (Source: [federalregister.gov](https://www.federalregister.gov)). You must submit your refund requests for all unused postage indicia before this date.

UNDERSTANDING THE BENEFITS OF IMI SYSTEMS

There are a handful of reasons the USPS is implementing this change.

Essentially, the IMI system is a more technologically advanced, sophisticated system when compared to the IBI system. IMI builds upon the existing IBI features to bring forth improvements that will enhance the USPS' capabilities.

Benefits of the new IMI standards include:

- More accurate postage
- Real-time updates on the latest changes, such as rates
- Enhanced security measures
- A more integrated, digital-friendly mail service

START PREPARING TODAY

As the USPS® embraces Intelligent Mail Indicia (IMI) standards, businesses and individuals must proactively adapt to the evolving landscape of postage meters. To avoid disruptions, ensure your postage meter complies with IMI standards before the **June 30, 2024** deadline.

As we head into the New Year, it's important to start planning for your transition to IMI as soon as possible. As a provider of Mint Mailing Systems by Formax, we invite you to explore the advanced features that go beyond IMI compliance, enhancing the efficiency and reliability of your mailing process.

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 ^{TWD}
Director of Administrative Services

DATE: January 10, 2024

RE: 2024 Fireworks
U:\Word\2024\Miscellaneous\Fireworks - 2024 contract.doc

Since 2021 the City of Austin has been contracting with Flashing Thunder Fireworks to perform the fireworks show at the 4th of July. The City took this contract over when the Austin Chamber of Commerce decided that they would concentrate on the parade alone.

In an effort to keep the quality of the fireworks display, we had to increase the allocation in 2022, and now they are proposing an increase in the cost for a similar quality program for 2024 due to a cost increase for the shipping/supplies they purchase from China. Here is where we have been at, and are proposing for 2024:

- 2021 = \$30,000
- 2022 = \$33,000
- 2023 = \$33,000
- 2024 = \$35,000 (Proposed)

The Hormel Foundation provides us with a Quality-of-Life grant in the amount of \$23,000, with the City currently budgeting \$10,000 ourselves for this family friendly event.

We would respectfully request Council approve the contract with Flashing Thunder Fireworks for \$35,000. The additional \$2,000 funding need would come from Contingency if we are not able to secure any other grants for the project.

Please let me know if you have any questions!



FIREWORKS DISPLAY CONTRACT

This contract entered into this day of Jan. 10th 2024 by and between Flashing Thunder Fireworks of Mitchell, Iowa and

Customer: City of Austin

Town/City: Austin State: MN

Flashing Thunder Fireworks for and in consideration of the terms herein after mentioned, agrees to furnish to the CUSTOMER (1) One fireworks display(s) as per agreement made and accepted, including the services of our Operator to take charge of fireworks display under the supervision of the display company, said display to be given on the evening(s) of: July 4th, 2024. Rain date: , 2024.

1. **Weather:** It is understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. Customer shall remit to the first party an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of FLASHING THUNDER FIREWORKS. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, FLASHING THUNDER FIREWORKS shall be entitled to up to 40% of the contract price for cost, damages, and expenses. If the fireworks exhibition is canceled by the CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay to FLASHING THUNDER FIREWORKS, on demand, all FLASHING THUNDER FIREWORKS's out of pocket expenses incurred in preparation for the show including but not limited to: preparations, design cost, deposits, licenses and employee charges.
2. **FLASHING THUNDER FIREWORKS** agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties and will abide with all state and federal regulation pertaining to the storing and displaying of fireworks.
3. **Payment:** It is further agreed and understood that the CUSTOMER is to pay FLASHING THUNDER FIREWORKS the sum of \$ 35,000 (Thirty Five Thousand and 00/100s—) within 15 days after the display date. A service fee of 1.5% per month shall be added if account is not paid in full within the 15 days from the date of the show. All returned checks will be assessed a \$30.00 fee. CUSTOMER will be responsible for any permitting fees. If FLASHING THUNDER FIREWORKS is required to pay permit fees when filing permit applications, CUSTOMER understands that they will be billed for that amount.
4. **Insurance:** FLASHING THUNDER FIREWORKS shall be required to have a minimum of \$5,000,000 in commercial general Liability protecting it from claims for bodily injury and property damage caused by fireworks related incidents. By signing this contract Flashing Thunder will endorse the Customer as an additionally insured on it's commercial liability and excess liability policies
5. By Signing this agreement the CUSTOMER understands that City of Austin and their employees, officials, and agent are not covered under Flashing Thunder Fireworks general liability insurance when on the display site, and that any non FLASHING THUNDER FIREWORKS employees on the display site at any time are there at their own risk and will not hold FLAHSING THUNDER FIREWORKS responsible for accidents and injury accrued while on the display site.
6. **CUSTOMER Responsibilities:** Customer will provide the following items:
 - (a) Sufficient display site area, including a minimum spectator set back of 600 feet at all points from the discharge area.
 - (b) Protection of the display area by roping off or similar facility.
 - (c) Adequate police protection to prevent spectators from entering display area.
 - (d) Permit from Local Authority giving permission to Flashing Thunder Fireworks to display fireworks.

7. To the fullest extent permitted by law, Flashing Thunder Fireworks agrees to defend, indemnify and hold harmless Customer, and it's employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including responsible attorney fees, arising out of Flashing Thunder Fireworks' negligence or Flashing Thunder Fireworks Failure to perform their obligations under this agreement. Flashing Thunder Fireworks' indemnification obligation shall apply to Flashing Thunder Fireworks subcontractors, or anyone directly or indirectly employed or hired by Flashing Thunder Fireworks, or anyone for whose acts Flashing Thunder Fireworks may be liable. Flashing Thunder Fireworks agrees this this indemnity obligation shall survive the completion or termination of this contract.
8. It is further agreed and mutually understood that nothing in this contract shall be constructed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. CUSTOMER agrees to pay reasonable attorney's fees and collection fees incurred by FLASHING THUNDER FIREWORKS of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties themselves, their heirs, executors, administrators, successors and assigns.

FLASHING THUNDER FIREWORKS

By: Katie Mostek

Title: V.P.

Sign: 

Date 1/10/24

CUSTOMER

By: _____

Title: _____

Sign: _____

Date _____

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: February 12, 2024
Subject: Automated Weather Observation System (AWOS), MnDOT Grant

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:

- | | <u>Estimated Cost</u> |
|-------------------------------------|-----------------------|
| • Phase 1, Planning & Environmental | \$68,000 |
| • Phase 2, Design | \$42,000 |
| • Phase 3, Construction | <u>\$90,000</u> |
| • Total Cost | \$200,000 |
-
- 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)

To meet the MnDOT requirements, we have hired SEH in the amount of \$68,000 for the first phase of Planning & Environmental work for the project.

For your consideration is a MnDOT grant in the amount of \$68,000 to cover the AWOS Site Selection Planning Study & Environmental review. I would request Council approval of the attached grant agreement, which will cover 100% of the SEH consultant services for this project. Please feel free to contact me if you have any questions. Thanks

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

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and The City of Austin, 400 Fourth Avenue N.E. Austin, MN 55912-3773 ("Grantee").

RECITALS

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

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on February 09, 2024, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A5001-59, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit "A" - City of Austin's Grant Request Letter; and Exhibit "B": Credit Application, are attached and incorporated into this Agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).

2.5 Asset Monitoring. If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

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

3 Time

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

4 Cost and Payment

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
AWOS (Site Selection Study & Envir. Review)	0%	100%	0%
Federal Committed:	\$ 0.00		
State:	\$68,000.00		
Grantee:	\$ 0.00		

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

4.2 Travel Expenses. No Reimbursement for travel and subsistence expenses are included in this Grant. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.3 Sufficiency of Funds. Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 Total Obligation. The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$68,000.00**

4.5 Payment

4.5.1 Invoices. Grantee will submit invoices for payment by **Credit Application**. Exhibit "**B**", which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Monthly, or as work completion dictates.

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

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

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

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

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

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

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

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

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

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

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

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative is:

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

6.2 Grantee's Authorized Representative is:

Steven J. Lang, P.E. City Engr./Public Works Dir.

Phone (507) 437-9949 slang@ci.austin.mn.us

City of Austin

500 Fourth Avenue N.E.

Austin, MN 55912-3773

Or their successor.

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

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

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

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

- 10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.
- 10.2 **Intellectual Property Rights.**
- 10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually

or jointly with others in the performance of this agreement. Works includes Documents. “Documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

10.2.2 **Obligations**

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

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

11 **Workers Compensation**

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

12 **Publicity and Endorsement**

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

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

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

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

14 **Termination; Suspension**

14.1 Termination by the State or Commissioner of Administration. The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written

notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

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

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

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

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

15 Data Disclosure

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

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

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

- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 20 **Additional Provisions**
[Intentionally left blank.]

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

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



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

October 16th, 2023

RE: Austin Municipal Airport
State FY 2023 Grant Request
AWOS Site Study & Environmental Review

Tim Jarvis, Operations Supervisor
MnDOT Office of Aeronautics
395 John Ireland Blvd,
St. Paul, MN 55155-1800

Dear Mr. Jarvis,

The City of Austin is requesting a grant from the MnDOT Office of Aeronautics for the Austin Municipal Airport for State Fiscal Year 2023. The grant request is for the AWOS Site Selection Study & Environmental Review. Actual cost associated with this project is shown below:

AWOS Site Selection Study & Environmental Review (SEH)	\$68,000.00
MnDOT Share – 100%	\$68,000.00

This letter serves as a formal request for State funding to provide for this project. The requested State grant for this work is \$68,000.00 Please contact me if you have any questions or need further information. Thank you for supporting the Austin Municipal Airport.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven Lang".

Digitally signed by
Steven Lang
Date: 2023.10.23
07:56:56 -05'00'

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

Cc: John Dalton, MnDOT Office of Aeronautics
Casey Carlson, MnDOT Office of Aeronautics
Luke Bourassa, MnDOT Office of Aeronautics
Jacqueleine Zirbes, SEH
Adinda Van Espen, SEH

Enclosure:
SEH Agreement for AUM AWOS Site Selection Study & Environmental Review

Airport: Austin AUM
Sponsor: City of Austin
State Project: A5001-59
State Agreement #: 1055335
Description: AWOS (Site Selection & Environmenta Reviewl)
Date: 2/9/2024

Construction	Description	Total	State Funding Rate	State		Local
		\$ -	0%	\$ -	\$ -	-
		\$ -	0%	\$ -	\$ -	-
		\$ -	0%	\$ -	\$ -	-
CONSTRUCTION SUBTOTAL		\$ -		\$ -	\$ -	-
Engineering	Description	Total		State		Local
		\$ 68,000.00	100%	\$ 68,000.00	\$ -	-
		\$ -	100%	\$ -	\$ -	-
		\$ -	0%	\$ -	\$ -	-
ENGINEERING SUBTOTAL		\$ 68,000.00		\$ 68,000.00	\$ -	-
Administration	Description	Total		State		Local
		\$ -	0%	\$ -	\$ -	-
		\$ -	0%	\$ -	\$ -	-
		\$ -	0%	\$ -	\$ -	-
ADMINISTRATION SUBTOTAL		\$ -		\$ -	\$ -	-
Grant Amounts		\$ 68,000.00		\$ 68,000.00	\$ -	-

Mn/DOT Agreement No.

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

[illegible]

☐ *FINAL ☒ PARTIAL (CHOOSE ONE)

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality

By

Title

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

Exhibit "B" (cont.)

STATE OF Minnesota

COUNTY OF

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

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____

RESOLUTION NO.

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

BE IT RESOLVED by the City of Austin, Minnesota as follows:

1. That the state of Minnesota Agreement No. 1055335, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A5001-59 at the Austin Municipal Airport is accepted.
2. That the Mayor and City Recorder are authorized to execute this agreement and any amendments on behalf of the City of Austin.

Passed by a vote of yeas and nays this 20th day of February, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

CERTIFICATION

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the Council of the City of Austin at an authorized meeting held on the 20th day of February, 2024, as shown by the minutes of the meeting in my possession.

Brienne Wolf, City Clerk

Subscribed and sworn to before me
This 20th day of February, 2024

Notary Public

My Commission Expires:

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: Steven J. Lang, P.E.
Date: February 7th, 2024
Subject: Airport Property Farm Rental

The City of Austin owns property in and around the airport that is rented for farming. Over the past 15+ years the area inside the fence has been farmed and maintained by VS Family Farms, LLC, owner John Scott. We have developed a good working relationship with John and look to continue that with another 3-year contract. The details are as follows:

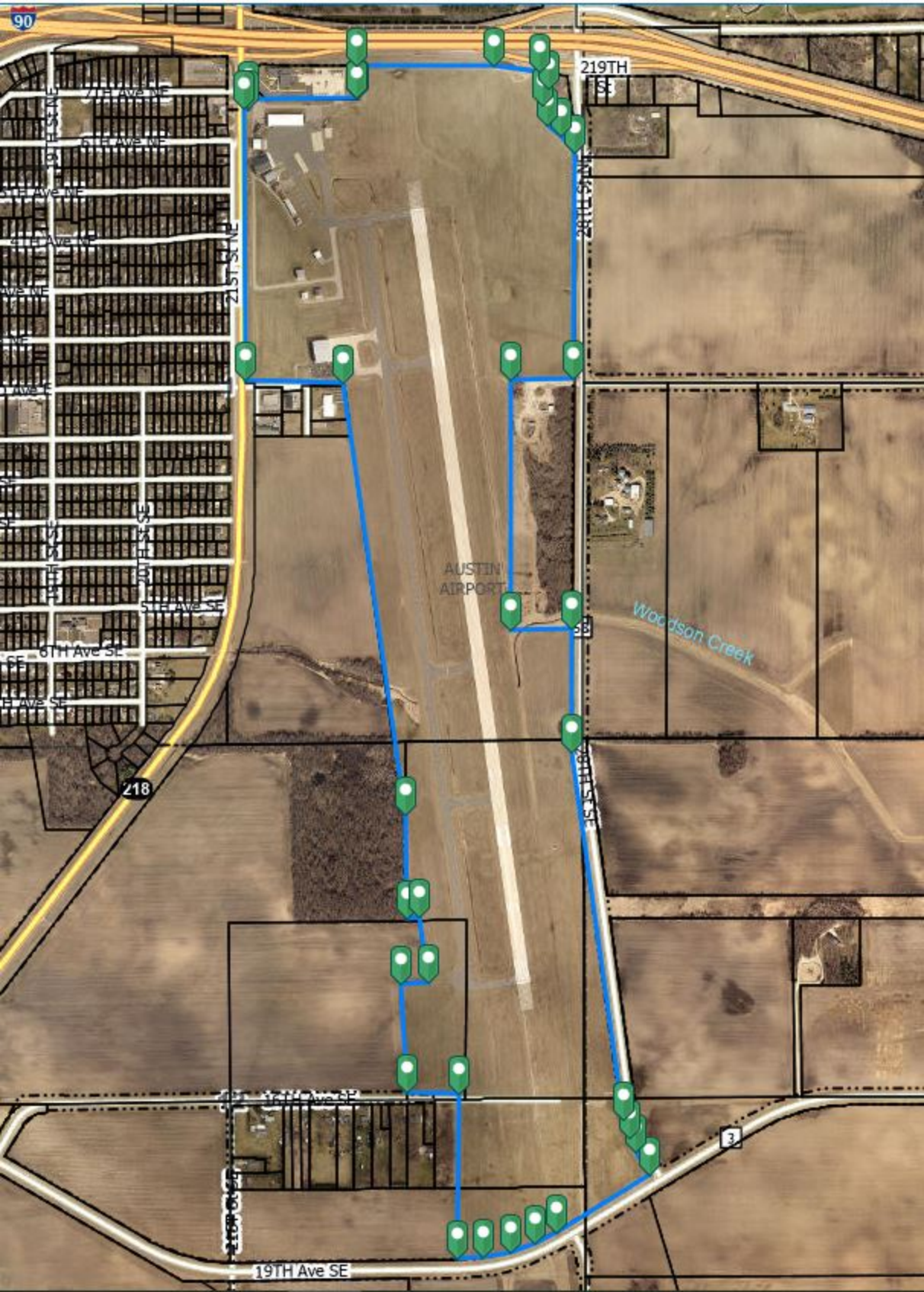
		<u>2013/14 rate</u>	<u>2015/16 rate</u>	<u>2017/18 rate</u>
Airport Farm Rental (within the fence)				
Non-productive	120 acres	\$50.00 per acre	\$50.00 per acre	\$50.00 per acre
Productive	83 acres	<u>\$100.00 per acre</u>	<u>\$100.00 per acre</u>	<u>\$100.00 per acre</u>
		\$14,300 total	\$14,300 total	\$14,300 total
		<u>2019/20 rate</u>	<u>2021/22/23 rate</u>	<u>2024/25/26 rate</u>
Airport Farm Rental (within the fence)				
Non-productive	182 acres	\$65.00 per acre	\$65.00 per acre	\$65.00 per acre
Productive	41 acres	<u>\$100.00 per acre</u>	<u>\$100.00 per acre</u>	<u>\$150.00 per acre</u>
		\$15,930 total	\$15,930 total	\$17,980 total

Due to the proximity of the runway, lighting and instrument controls, the FAA requires the adjacent land to be maintained as alfalfa/grass, rotational crops like corn and soybeans are not allowed. There are height requirements that need to be met for the precision landing equipment. Soybeans are allowed in areas farther away from the runway.

Typically, the City is tax exempt, but we are taxed for this property because we generate revenue. The City pays the property taxes, estimated at \$5,154 for 2024.

In addition to the airport, VS Family Farms, LLC mows the alfalfa/grass on the 10.36 acres site adjacent to 11th Drive/14th Street NE, just west of the Kwik Trip Truck Stop. There is no rental charge for this as the alfalfa/grass is low in production and input costs offset the value obtained from the crop.

We would recommend extending a three-year contract for 2024, 25 & 26 to VS Family Farms, LLC for the Airport farm and 11th Drive areas as listed. If you have any questions, please feel free to contact me.



FARM LEASE

THIS AGREEMENT is made this ____ day of _____, 2024, by and between the City of Austin, a Minnesota municipal corporation, herein called LANDLORD, and VS Farms LLC, herein called TENANT.

Section 1. Description of the Farm. In consideration of the rental and covenants specified below, the Landlord hereby leases to the Tenant real property located in Mower County, State of Minnesota, commonly referred to as the Airport Farm (within the fence)

Map available in City Engineer's Office. (Austin Township, Section 1, W1/2 and Section 12, W1/2 of the NE 1/4)

(Herein called the "Farm").

Section 2. Use of Property. The Farm is to be used for the purpose of agricultural crops.

Section 3. Length of Lease. This lease is for a term of three years beginning on March 1, 2024, and ending on December 31st, 2026, unless otherwise terminated as hereinafter set forth.

Section 4. Rent. As and for rent of the above described Farm, Tenant shall pay Landlord the following. Said amount shall be due as follows: One payment due on or before December 1st of the associated year.

2024 rate

Non – Productive (182 acres)	\$65/acre	=	\$ 11,830
Productive (41 acres)	\$150/acre	=	<u>\$ 6,150</u>
TOTAL			\$ 17,980

2025 rate

Non – Productive (182 acres)	\$65/acre	=	\$ 11,830
Productive (41 acres)	\$150/acre	=	<u>\$ 6,150</u>
TOTAL			\$ 17,980

2026 rate

Non – Productive (182 acres)	\$65/acre	=	\$ 11,830
Productive (41 acres)	\$150/acre	=	<u>\$ 6,150</u>
TOTAL			\$ 17,980

Section 5. If development occurs during the time of the lease, the City will have the right to reduce the acreage to be rented and the corresponding payment will be reduced on the same ratio as the reduction in land.

Section 6. Expenses. Tenant shall pay for all expenses for the planting and harvesting of said crops, including but not limited to cost of tillage, sowing, and harvesting, and further the cost of all seed and fertilizer, if any. If the landlord shall cancel the lease, or delete any acreage from the lease the tenant shall be entitled to reimbursement for expenses. This shall be prorated over the length of the lease. Example: If improvements equaling \$30/acre were made in the first year of the lease, the loss of 20 acres in the last year of the lease would be reimbursed at \$10/acre for total of \$200. Only improvements that have been preapproved in writing by the Lessor will be eligible for reimbursement. Terms of reimbursement shall be mutually agreed to by the Landlord and Tenant.

II. TECHNICAL SPECIFICATIONS

- A. Farm Land Rental: The farm land available shall be that as shown on the map at the City Engineer's Office. The following conditions shall be followed:
1. That the described property shall be used only for agricultural purposes.
 2. That equipment will be brought onto the property for agricultural purposes only and only during daylight hours. No equipment will be stored on the property when not in actual use. Irrigation equipment, which causes an obstruction or interference will not be used on the property.
 3. Not to commit, suffer or permit any non-agricultural waste on said property, Lessee further agrees to comply with all state laws, local ordinances or other governmental regulations in connection with pest and weed control, land use, etc., which may be required by the property authorities.
 4. Lessee covenants and agrees to cultivate, fertilize, prune, harvest and otherwise farm the premises in accordance with approved practices of good husbandry and in accordance with the standard farming practices of the vicinity, and to keep any buildings, fences, irrigation or other farming facilities on the premises in good repair and keep farm free and clear of noxious weeds all at Lessee's expense.
 5. Lessee agrees not to assign or sublet the above leased premises, or any part thereof, without first obtaining the prior written consent of Lessor.
 6. Lessee agrees that it will, at the expiration of the Lease, quietly yield and surrender the aforesaid leased premises to Lessor in as good condition and repair as when taken, reasonable wear and tear and damage by the elements excepted.
 7. Lessor agrees to pay all taxes imposed upon the property.
 8. To pay Lessor all costs and expenses, including attorney's fees, in a reasonable sum, in any action brought by the Lessor to recover any costs for the breach of any of the covenants or agreements contained in this Lease, or to recover possession of said property, whether such action progresses to judgment or not.
 9. The Lessee assumes by this agreement all risk of personal injury of, or death to, himself, his employees, customers, invitees, licenses, family or guests while on or about the leased premises, and agrees to save harmless the City of Austin for all claims, suits, costs, losses, damage and expenses arising out of such injury or death.
 10. Anything herein contained to the contrary notwithstanding, this Lease may be terminated and the provisions of this Lease may be, in writing, altered, changed or amended by mutual consent of the parties hereto. If the leased area, or any portion thereof, is needed by the Lessor for development purposes, the Lease may be terminated upon three (3) months written notice to the Lessee, and all damages are waived.

However, Lessee will be reimbursed for actual costs of any seeding or fertilization improvements made to the land prior to notice of termination by Lessor. Reimbursement shall be prorated as stated in the example in Section 5 (Expenses).

11. Lessee shall not be liable for any rent accruing after termination of the lease.
12. If the lessor removes portions of property from the lease, the lease value shall be reduced in equal proportion of the number of acres removed.

IN TESTIMONY WHEREOF, both parties have signed this lease this _____ day of _____, 2024.

ATTEST:

BY: _____
City Recorder

BY: _____
Mayor

BY: _____
VS Farms LLC
President

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: February 12, 2024
Subject: Cedar River Siphons, CP 21202
Construction Services

The City has been working with WHKS & Co. to evaluate the existing Driesner Park sanitary sewer siphons. The evaluation led to a recommendation to develop plans & specification for the replacement of the 100-year-old sanitary sewer infrastructure. The project was advertised and recently awarded to Minger Construction, with work expected to begin late summer or fall 2024.

WHKS has provided a proposal in the amount of \$46,900 to complete the engineering construction services including the following:

- Construction Administration:
 - Conduct preconstruction meeting
 - Addressing construction plan interpretation
 - Site visits
 - Shop drawings
 - Pay estimate review
 - Prepare record drawings
- Construction Observation
 - On-site project inspection to ensure compliance with the plans & specs
 - Daily construction logs
 - Field measurement and documentation
 - Coordination of material testing.

We would recommend awarding the construction services contract to WHKS in the amount of \$46,900 with funding to be split equally between LOST and WWTP funds. If you have any questions, please contact me.

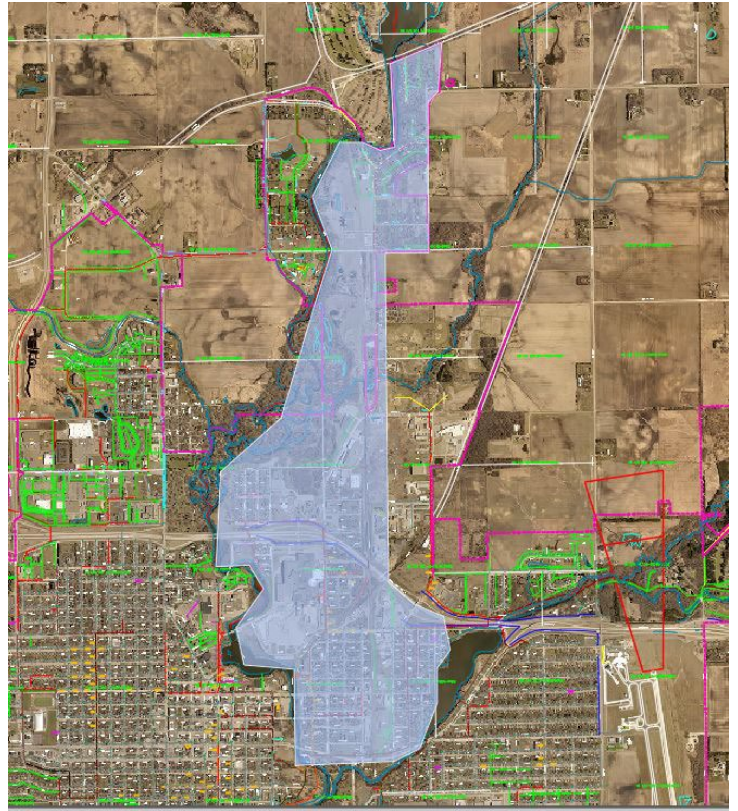
Project Budget, CP 21202 Cedar River Siphons

	LOST	WWTP	Total
Design & Bidding Services	\$ 25,600	\$ 25,600	\$ 51,200
Botanical Review Services	\$ 2,500	\$ 2,500	\$ 5,000
Construction Contract	\$491,229	\$491,229	\$982,458
Admin & Inspection Services	\$ 23,450	\$ 23,450	\$ 46,900
Total Project Costs	\$542,779	\$542,779	\$1,085,558

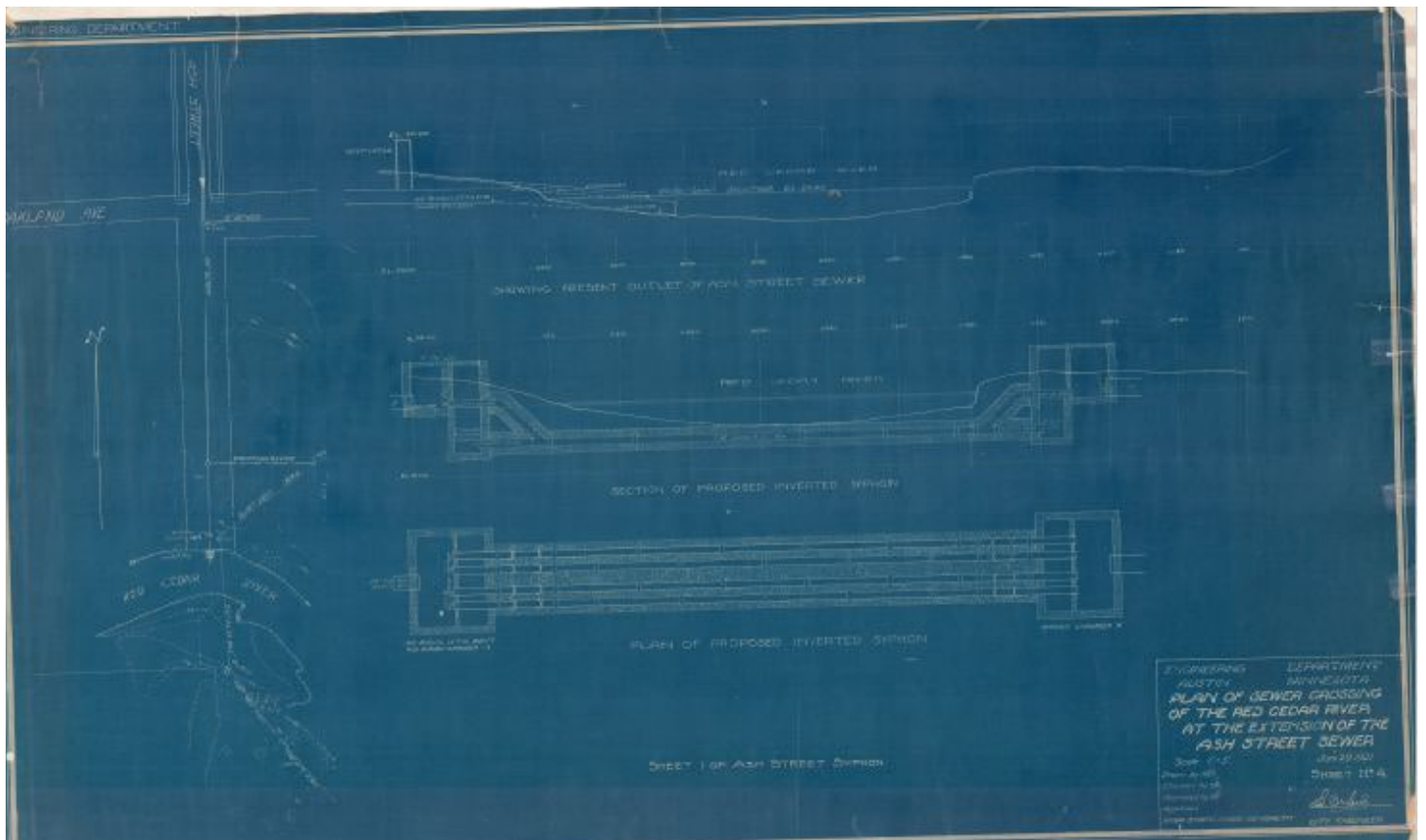
Siphon Location



Sewer Area



Original Drawings



RESOLUTION NO.

ACCEPTING DONATIONS TO THE CITY OF AUSTIN

WHEREAS, the City has received gift as follows:

Gift	Donor	For
\$16,652.74	2023 Library Gifts	Austin Public Library
\$6,220.00	2023 Library Summer Reading	Austin Public Library
\$26,958.28	2023 Project 25 – PP25	Austin Public Library
\$500	Debra Rutledge	JC Hormel Nature Center (Park Bench)

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 20th day of February, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

 City Recorder

 Mayor

