

A G E N D A
CITY COUNCIL MEETING
MONDAY, APRIL 1, 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 March 18, 2024
- (mot) 3. *Consent Agenda

Licenses:

- Lodging Establishment: JP Jorgenson Realty LLC, 2406 10th Avenue SW
- Lodging Establishment: Charming Family Home, 806 9th Street SW
- Sign Installer: Reagan Outdoor of Rochester, Rochester, MN
- Mobile Business: La Borinqua, Albert Lea, MN
- Mobile Business: Classic Kitchen, Austin, MN
- Temporary Liquor: VFW Post 1216 on April 5 & 6, 2024
- Temporary Gambling (raffle): Marcusen Park Baseball Association on September 1, 2024
- Temporary Gambling (raffle): United Catholic Schools Foundation of Austin on June 21, 2024
- Right of Way Contractor: Volt Electric, Austin, MN
- Tree Service: Ted Janning Tree Service, Blooming Prairie, MN

Claims:

- a. Pre-list of Bills
- b. Financial Report.

Event Applications:

Stepping Out for Autism Walk, 208 4th Avenue NW, April 21, 2024

PUBLIC HEARINGS:

- 4. Reviewing a tax abatement application from Bigelow and Lennon Construction.
 - (res) a. Approval or denial of abatement.

BID OPENING AND AWARD

- (res) 5. Receiving bids for asphalt street reconstruction projects.
 - a. Awarding bid.

PETITIONS AND REQUESTS:

- (res) 6. Approving the Sicora Consulting Agreement

- (res) 7. Approving the HWY 105 Detour Agreement
- (res) 8. Accepting donations to the City of Austin
- 9. Granting the Planning and Zoning Department the Power to Contract for the Removal of Junk and/or Illegally Stored Vehicles at the Following Locations:
 - (mot) a. 802 14th St NE, Serrano Property

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator
City Council

- (mot) Adjourn to **Monday, April 15, 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
March 18, 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:

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, Human Resources Director Tricia Wiechmann, and Library Director Julie Clinefelter

APPEARING IN PERSON: Austin Daily Herald, KAUS Radio, Honorary Council Member Miguel Garate, Honorary Mayor for the Day Ailani Thiravong

Mayor King called the meeting to order at 5:30 p.m. Mayor King introduced Mayor for the Day Ailani Thiravong and welcomed back Honorary Council Member Miguel Garate.

Moved by Council Member Baker, seconded by Council Postma, approving the agenda. Carried.

Moved by Council Member Baker, seconded by Council Member Fischer, approving Council minutes from March 4, 2024. Carried.

CONSENT AGENDA

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

Licenses:

Tree Service: PSquared, LLC (Austin, MN)
Right of Way: Matyas Electric (Austin, MN)
Cigarette & Gas Station (transfer): Applegreen Midwest LLC to CAPL Retail LLC

Claims:

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

Event Applications:

Shamrockin' Run, 5k & 1k, Pacelli Booster Club on April 13th, 2024

Travis Manion Foundation 9/11 Heros Run, 5k, Walk, Ruck on September 14th, 2024

Carried.

Assistant City Engineer Director Mitch Wenum spoke about the 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. The amount to be assessed is \$151,376.36 at 5.25% for 15 years. He stated that there have been no written objections to this project. There were no public comments.

Moved by Council Member Baker, Seconded by Council Member Fischer, adopting a resolution declaring the cost of Project 23104 & 23201. Carried 7-0

Moved by Council Member Baker, Seconded by Council Member Postma, adopting a resolution adopting the assessment roll of Project 23104 & 23201. Carried 7-0

Assistant City Engineer Mitch Wenum spoke about the 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. The amount to be assessed is \$309,757.67 at 5.25% for 15 years. He stated that there have been no written objections to this project.

Sandra Lindquist, 1003 21st Ave SW, wanted to clarify if there would be sidewalks put in her street and what company would be doing the street work. Mayor King responded and stated that there would be no sidewalks. Mr. Wenum stated that projects were being bid next week and information would be brought to Council the first meeting in April.

Moved by Council Member Baker, Seconded by Council Member Fischer, adopting a resolution declaring the cost of Project 24101. Carried 7-0

Moved by Council Member Baker, Seconded by Council Member Poshusta, adopting a resolution adopting the assessment roll of Project 24101. Carried 7-0

Assistant City Engineer Mitch Wenum spoke about the 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. The amount to be assessed is \$281,453.17 at 5.25% for 15 years. He stated that there have been no written objections to this project. There were no public comments.

Moved by Council Member Baker, Seconded by Council Member Fischer, adopting a resolution declaring the cost of Project 24102 & 24103. Carried 7-0

Moved by Council Member Fischer, Seconded by Council Member Poshusta, adopting a resolution adopting the assessment roll of Project 24102 & 24103. Carried 7-0

Assistant City Engineer Mitch Wenum spoke about the 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. The

amount to be assessed is \$388,033.25 at 5.25% for 15 years. Phase one and two have been swapped on this project. He stated that there have been no written objections to this project.

Howard Oldenkamp, 1800 2nd Ave NW, asked about the churches on this project and what the solution to the green space was going to be. He also wanted to know about parking as the road only allows for parking on one side at this time. Mr. Wenum stated that they will cover the no parking signs and allow parking on both sides. Mr. Wenum stated that east side of 16th street will be turned into a green space. Mr. Oldenkamp wanted to know if that changed the price. Mr. Wenum stated that only the churches would be affected.

Moved by Council Member Baker, Seconded by Council Member Fischer, adopting a resolution declaring the cost of Project 24104. Carried 7-0

Moved by Council Member Baker, Seconded by Council Member Postma, adopting a resolution adopting the assessment roll of Project 24104. Carried 7-0

AWARDING BIDS

Director of Public Works Steven Lang stated that part of the summer maintenance program is purchasing oil, combining it with chips and adding that to the surface of the asphalt streets, to restore the durability of the surface and the texture. The bid received on this project was very competitive with the bid received last year from HG Meigs in the amount of \$54,900 (Actual amount of bid was \$53,550. Resolution changed to reflect this.) He would recommend awarding that bid and remainder of the budget for this will be used to purchase those chips and other materials that are needed in this process.

Moved by Council Member Baker, Seconded by Council Member Poshusta, adopting a resolution awarding the bid for Asphalt Emulsion Oil to HG Meigs. Carried 7-0

PETITIONS AND REQUESTS

Director of Public Works Steven Lang discussed the Waste Water Treatment Plant Change Order number 3. He stated a variety of work change directives had been consolidated over the last three months for work and improvements as part of the waste water treatment plant expansion project. He has consolidated those into one change order in the amount of \$864,810 that splits the between the domestic fund and the industrial fund for the project and he would recommend awarding change order number three to the project.

Moved by Council Member Baker, Seconded by Council Member Fischer, adopting a resolution approving change order number 3 for the waste water treatment plant. Carried 7-0

City Administrator Craig Clark spoke about the Grow Austin Fund Standout Initiative. He said this is a tweak that the Development Corporation of Austin requested the City of Austin take a look at. Essentially the adjustments for the City include moving the \$3000 incentive from 180% of poverty to 220% of poverty and eliminating the counting of benefits towards overall wage levels. Mr. Clark requests that council approve the changes.

Moved by Council Member Fischer, Seconded by Council Member Postma, adopting a resolution approving the changes to the structure of the Grow Austin Fund Standout Incentive Program. Carried 7-0

Director of Public Works Steven Lang stated that the City of Austin is currently in a three-year agreement with Austin Tank Wash; they have changed ownership, and the business has improved recently, so the increased business requires some slight modifications to some of its flow parameters. A revised agreement will stay with the original three-year term, but Mr. Lang is updating the flow from 2500 gallons per day to 3000 gallons per day, and updating the CBOD from 18 pounds per day to 20 pounds per day. Mr. Lang would recommend approving these revisions to the Austin Tank Wash ICM agreement.

Moved by Council Member Baker, Seconded by Council Member Baskin, adopting a resolution approving an ICM agreement with Austin Tank Wash, LLC. Carried 7-0

Director of Public Works Steven Lang stated that for the past 15 years, the City has owned a storage building on the south end of the Austin Municipal Airport. For the previous three years, we had a lease agreement with Lanny Bastianson for his use of that facility, and we recommend another three-year agreement with Mr. Bastianson for the next three years. The proposed amount has increased by \$25 per month or \$300 per year for a new three-year total revenue for the City of \$8100. Mr. Lang requests council approval for a three-year agreement.

Council Member Baskin asked Mr. Lang what do we do with this facility. He asked if we were to open it up to renters would we get a different outcome.

Mr. Lang stated we have stored our own equipment out there, but that didn't serve us very well due to logistics and where it's located. Mr. Lang stated it really serves someone that's in that neighborhood, so there's a small group of people essentially that we believe would be interested in something like this. The agreement has been successful with Mr. Bastianson. Mr. Bastianson has kept the property very nicely mowed, kept things trimmed, he makes it look well occupied and hasn't been vandalized so the previous agreement has worked out very well which is why we would recommend continuing this agreement with Mr. Bastianson.

Moved by Council Member Baskin, Seconded by Council Member Fischer, adopting a resolution approving a lease agreement for the Anderson Building with Orlando Bastianson. Carried 7-0

Director of Public Works Steven Lang stated this is the City of Austin's second entitlement transfer. This is in collaboration with the City of Albert Lea. They would transfer to the City of Austin \$150,000 for our proposed T-Hanger project with expected repayment back to the city of Albert Lea in 2025. Mr. Lang recommends approval of this entitlement transfer.

Moved by Council Member Fischer, Seconded by Council Member Baker, adopting a resolution approving an Airport T-Hanger, Entitlement Transfer (Albert Lea). Carried 7-0

Planning and Zoning Administrator Holly Wallace reviewed a variance request from Nick and Megan Crouch, 807 38th Ave NE. Ms. Wallace stated in September of 2023, they were granted a variance from our 1800 ft.² maximum footage for detached structures for residential properties exceeding an acre. The petitioners have re-petitioned to amend that variance to request to add 8

feet onto the building and add a 60 x 68' overhang for cold storage to add an additional 1000 ft.² The property is approximately 3 acres, and with this proposed addition, total lot coverage structures with the approximately 8% of 40% coverage is allowed. Ms. Wallace stated that after review the Planning Commission recommended approving the variance unanimously with five votes.

Moved by Council Member Fischer, seconded by Council Member Poshusta, approving a variance request from Nick and Megan Crouch. Carried.

Planning and Zoning Administrator Holly Wallace reviewed a variance request from Kristina Hastings, 509 21st Ave NW. Ms. Wallace stated the petitioner is appealing the 25 ft. yard setback. Ms. Wallace stated the total coverage structures would be approximately 22% of 40% coverage allowed. Ms. Wallace stated that after review the Planning Commission recommended approving the variance unanimously with five votes.

Moved by Council Member Baker, seconded by Council Member Baskin, approving a variance request from Kristina Hastings. Carried.

Planning and Zoning Administrator Holly Wallace reviewed a variance request from Jeff and Mary McNiff, 924 4th Ave NE. The petitioners wish to add a 24 x 24 detached garage. There is enough space to add this garage without requiring any setback. The total lot coverage with structures is approximately 24% of 40% coverage allowed. Ms. Wallace stated that after review the Planning Commission recommended approving the variance unanimously with five votes.

Moved by Council Member Baker, seconded by Council Member Baskin, approving a variance request from Jeff and Mary McNiff. Carried.

Moved by Council Member Fischer, seconded by Council Member Poshusta, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 1010 11th Ave SW, Johnson Property. Carried.

Moved by Council Member Fischer, seconded by Council Member Baskin, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 503 8th Ave SE, Wakefield Property. Carried.

Moved by Council Member-at-Large Austin, seconded by Council Member Baskin, granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 1106 2nd Ave NW, Oasis Rentals, LLC Property. Carried.

REPORTS AND RECOMMENDATIONS

City Administrator Craig Clark will be attending the CGMC Legislative Action Day on March 20th, with Mayor King and Council Member Helle.

Parks, Recreation, and Forestry Director Jason Sehon announced that the Spring/Summer activities catalog for the Park and Recreation department had been released to the public. Mr. Sehon thanked all his staff for their work on putting this together. Mr. Sehon has placed these all-around town. Mr. Sehon stated they will release another activity catalog in the fall.

Director of Administrative Services Tom Dankert relayed a message from the City Clerk Brianne Wolf who was not in attendance, to thank all of the election judges who worked during the presidential primary, also thanks to the street department and the school janitors for their assistance. Mayor King thanked Wanda Hatfield and Brianne Wolf for their work on their first election.

Council Member Laura Helle spoke about the emerald ash borer. She stated that the fantastic forestry team put together a very nice brochure. She stated that now is the time to have your ash trees assessed, that the window for treating them is closing rapidly, and that by this fall, trees that could be treated now may be infested. They estimate there are at least 3000 trees on private property in the City of Austin, and that's a drive-by assessment, which means we weren't looking in the backyards. If you do have one, they may be able to be treated. If the tree is already infested, they will need to come down, and you do not want to wait for a storm to take it out for you because they tend to explode in ways that other trees don't, and the damage is extensive. She stated there is a plan in place for the publicly owned ash trees in our parks and the Nature Center.

Also, the Park and Recreations board approved a new policy and procedure around memorial gifts to the parks. For years there was no structure to it and we now have a procedure. We have a catalog put together that says the memorial items we use in our parks and the costs associated with them.

Council Member Jason Baskin thanked Parks, Recreation, and Forestry Director Jason Sehon for his work on the catalog and stated that the catalog was well received with his family. Council Member Baskin stated that from the Port Authority standpoint, the Hormel Institute continues to do much work around the Minnesota bioimaging center. He stated that Gail and her team have been doing a lot of work with the state legislature on funding. They have a media event at 12:30 p.m. on April 2nd at the state capital, where they'll speak in front of a statewide audience about some of the benefits. This is an incredible project and a great potential project for Austin.

Mayor thanked Ailani Thiravong again for joining him throughout the day as Mayor for the Day.

Moved by Council Member Fischer, seconded by Council Member Baker, adjourning the meeting to April 1, 2024. Carried.

Adjourned: 6:04 p.m.

Approved: April 1, 2024

Mayor: _____

City Recorder: _____

HOUSING TAX ABATEMENT APPLICATION

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

Property Owner / Applicant:

Bigelow & Lennon Construction

Current Address:

211 1st St SW Byron, MN 55920

Telephone:

507-775-7068

E-Mail:

jill@bigelowlennon.com

Has applicant ever defaulted on property taxes?

 Yes No

If Yes, provide details on separate page(s).

Are property taxes current? Yes No

PROJECT		(check all that apply)	
Single-Family		Multi-family Complex	
<input checked="" type="checkbox"/> New Construction ("stick build")	<input type="checkbox"/> Modular	<input type="checkbox"/> Duplex	<input type="checkbox"/> Townhomes
<input type="checkbox"/> Manufactured on permanent foundation	<input type="checkbox"/> Shouse	<input type="checkbox"/> Apartment Building	<input type="checkbox"/> Other:

Is this an application for a replacement of an existing housing unit on the same parcel? Yes No

Is this application for an existing housing unit you intend to move to this parcel? Yes No If YES, where is the unit being relocated from? Outside Mower County OR Within Mower County but currently uninhabited

Project Address: *1309 18th St NE Austin, MN 55912*

Project Legal Description: *Lot 19, B1K1 Nature Ridge 3rd*

Parcel Number: *34.468.0190* Estimated Project Valuation: *\$ 437,000.00*

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

I / We as applicant(s) for the Housing Tax Abatement submit this application having read the policy and understand the provisions as outlined including, but not limited to, the potential of a partial abatement in year one, due to % of completion on January 2nd, there are not any non-compliance or non-conformity outstanding land use issues on the parcel, construction must commence within one year of the approval, assessors cannot be refused access to the property for assessment purposes and the abatement is awarded annually following full payment of real estate taxes due.

Jill Lennon *3/11/24*
Signature of Applicant(s)

Date

FOR OFFICE USE ONLY: ELIGIBLE / APPLICABLE APPROVALS

Mower County

Date:

 City or Township of

Date:

School District of

Date:

Disclaimer: Each taxing entity makes its own decision on approval or denial of application for tax abatement. Applications must comply with all requirements of the policy/program as outlined in the policy/program guidelines and build within allotted timeframe or tax abatement offer will be automatically terminated.

Please submit completed application with attachments to:

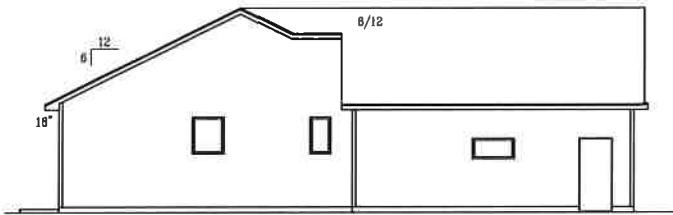
Mower County Administration

201 1st Street NE, Suite 9, Austin MN 55912
507-437-9549Office Hours: M-F 8 a.m. – 4:30 p.m.
deniseb@co.mower.mn.us**Notice – City of Austin Housing Projects**

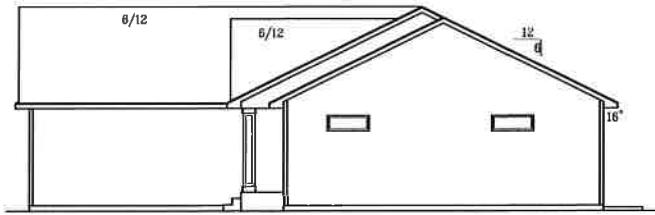
This application must be approved prior to the building permit being issued by the City of Austin.

**PROGRESSIVE PLAN
DESIGN LLP**

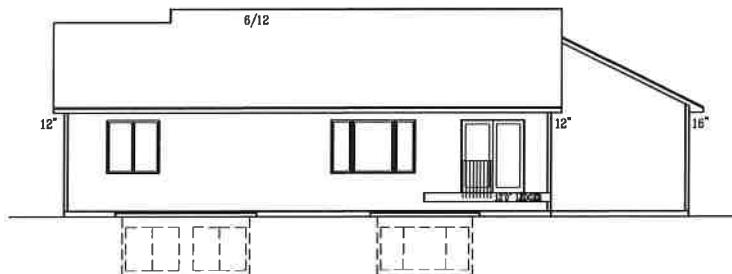
RESIDENTIAL ARCHITECTURE
714 County Rd 3 NW Byron, MN 56320
(507-775-4877) progressiveplanndesign@gmail.com



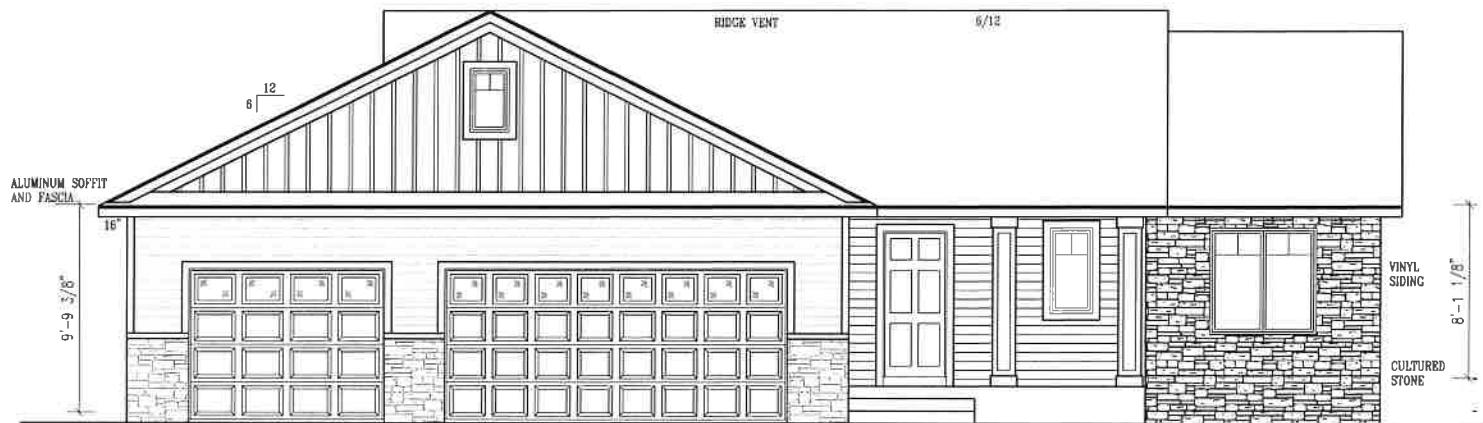
LEFT ELEVATION
SCALE 1/8"-1'-0"



RIGHT ELEVATION
SCALE 1/8"-1'-0"



REAR ELEVATION
SCALE 1/8"-1'-0"



FRONT ELEVATION
SCALE 1/4"-1'-0"

CONTRACTOR:

BIGELOW HOMES

NATURE RIDGE THIRD @19-1

B.B.

09-26-22

1,324.00

2213565

NOTED

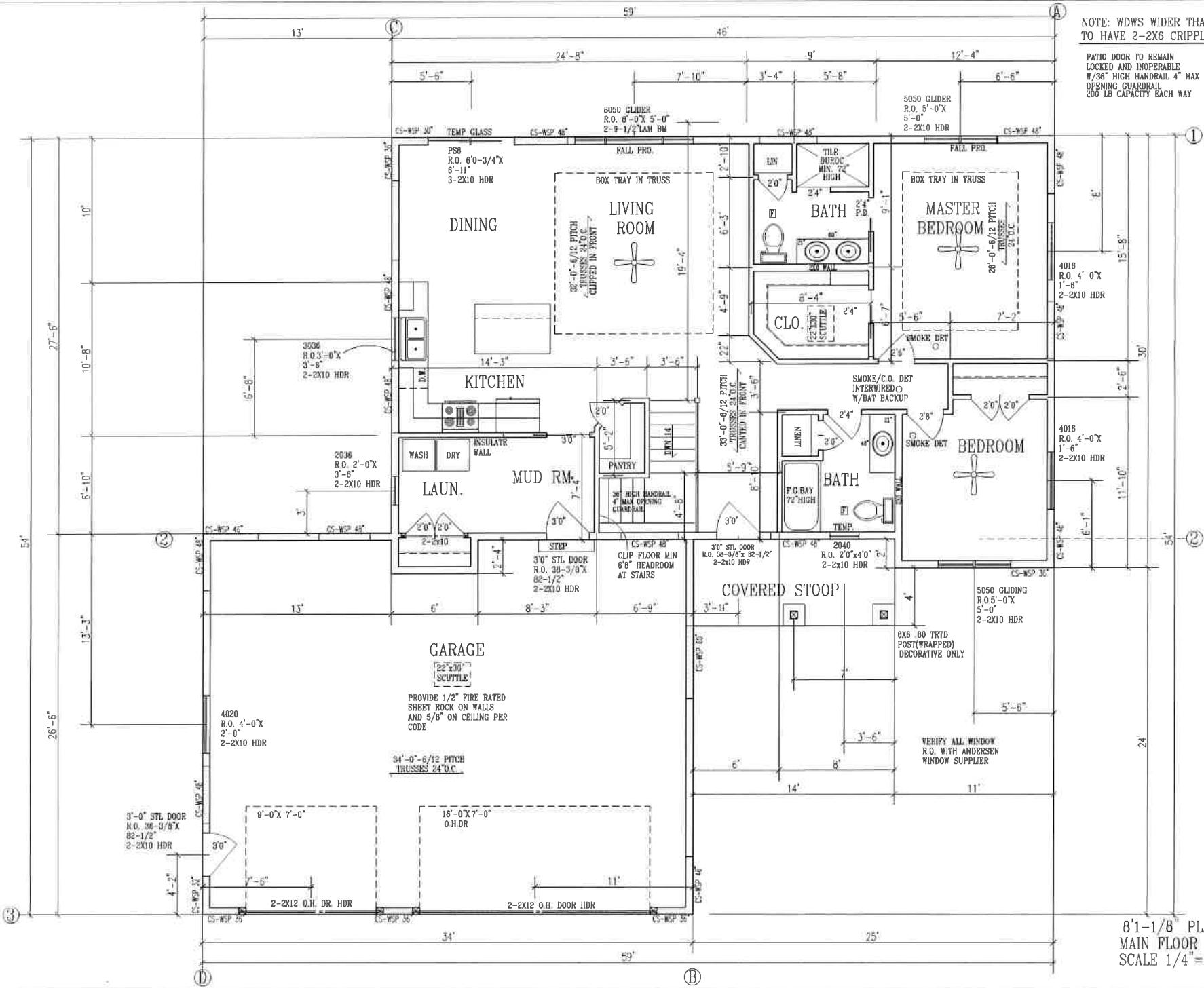
1/4" = 1'-0"

PROGRESSIVE PLAN DESIGN LLP

RESIDENTIAL ARCHITECTURE
714 County RD 3 NW Byron MN 56220
007-775-8677 progressiverplandesign@gmail.com

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

PATIO DOOR TO REMAIN
LOCKED AND INOPERABLE
W/36" HIGH HANDRAIL 4" MAX
OPENING GUARDRAIL
200 LB CAPACITY EACH WAY



Acknowledged by Customer/Certifier Signature Date

BIGELOW HOMES
CONTRACTOR:
OWNER:
NATURE RIDGE THIRD @19-1

09-26-22
1,324.00
2213565
NOTED

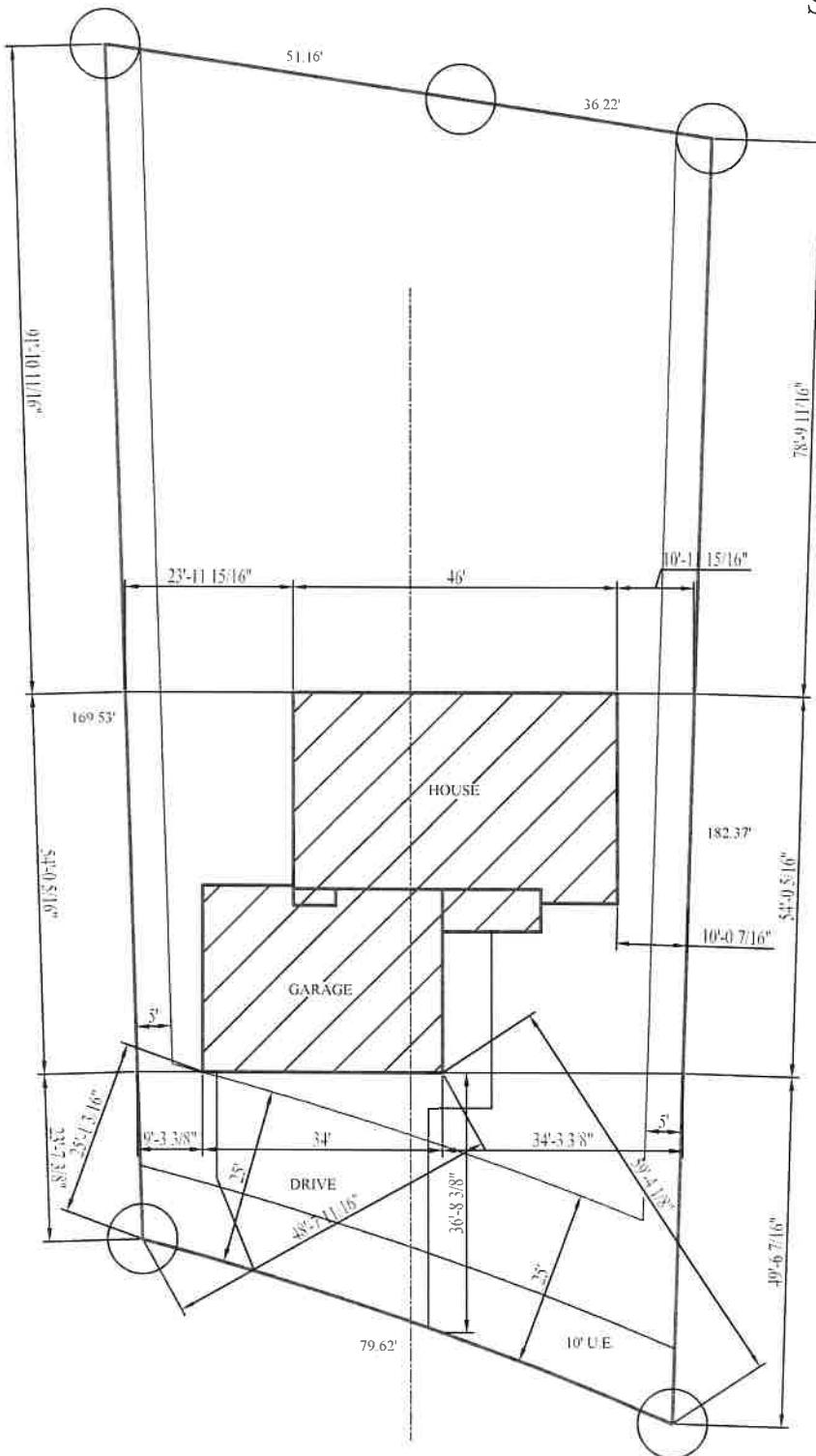
PROGRESSIVE PLAN DESIGN LLP

RESIDENTIAL ARCHITECTURE
714 CO. RD. 3 N.W. Byron, MN 55920
(507)775-8677

LOT, #19 BLK. #1
SUBDIVISION: NATURE RIDGE THIRD
CITY: AUSTIN STATE: MN
CONTRACTOR: BIGELOW HOMES
CUSTOMER: N.R. MOD. #19-1 #2213365



SCALE: 1" = 25'



PURCHASE AGREEMENT

RECEIVED OF Bigelow & Lennon Construction, LLC the sum of \$500.00 as earnest money in part payment for the purchase of property in Mower County, Minnesota, described as:

Lot 19, Block 1, Nature Ridge Third in Outlot D and Outlot 3, Nature Ridge and Northeast Quarter of the Southeast Quarter of Section 35, Township 103 North, Range 18 West, Austin, Mower County, Minnesota.

LEGAL TO GOVERN, all of which property the undersigned has this day sold to the buyer for the sum of \$46,900.00, which the buyer agrees to pay as follows: Earnest money \$500.00 and \$46,400.00 cash when the buyer obtains the construction loan but not later than September 1, 2022. Seller will defer \$10,000.00 of the purchase price until the spec home is sold by buyer herein and buyer will sign a Promissory Note for 10,000.00 with no interest to accrue.

The real estate taxes due and payable in the year 2022 shall be prorated as of the date of closing. The real estate taxes due and payable in the year 2023 and thereafter shall be paid by the buyer.

Any special terms, conditions or representations, not readily determined by actual inspection are to appear on the reverse side of this contract.

Subject to performance by the buyer, the seller agrees to execute and deliver a Warranty Deed conveying a marketable title to said premises subject only to the following exceptions: (a) Building regulations, zoning laws, ordinances, state and federal regulations, (b) Restrictions relating to use or improvement of premises not subject to unreleased forfeiture, (c) Reservation of any minerals or mineral rights to the State of Minnesota. Utility Easements. Subject to rights of tenants, if any.

Seller certifies that there are no wells or septic system on said property.

To the best of Seller's knowledge, there are no hazardous substances or underground storage tanks except herein noted: NONE.

Seller is not aware of any methamphetamine production that has occurred on the property.

The seller further agrees to deliver possession not later than September 1, 2022 PROVIDED THAT ALL THE CONDITIONS OF THIS AGREEMENT HAVE BEEN COMPLIED WITH. Closing date shall be on or before September 1, 2022.

The Seller shall at its sole cost and expense provide Buyer with a current Commitment from a title insurer acceptable to Buyer for issuance of an Owner's Title Insurance Policy (the "Title Commitment"). Buyer shall be allowed twenty (20) days after receipt of the Title Commitment for examination and the making of any objections thereto, such objections (exclusive of any of the Permitted Title Exceptions) to be made in writing or deemed to be waived. If any objections are so made, Seller shall be allowed sixty (60) days after receipt of such objections to make title marketable. If title is not marketable and is not made to within said sixty (60) days of

this Agreement, Buyer may either (i) waive the uncured title defect and proceed with this transaction; (ii) terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be returned to Buyer and the parties shall be relieved of all further liability under this Agreement; (iii) exclude from this Agreement in writing the portions of the Property affected by the uncured title defect and proceed with this Agreement as to the remainder of the Property, with appropriate adjustment in the Purchase Price. If the title to the Property is found marketable or is made so within said time, and this Agreement is terminated by Seller in accordance with Minnesota Statutes Section 559.21, all Earnest Money shall be retained by Seller as liquidated damages.

(1) The following shall be Permitted Title Exceptions:

- (a) Easements of record which do not interfere with the Buyer's intended use of the Property.
- (b) Reservations of minerals or mineral rights by the State of Minnesota.
- (c) Building, zoning and subdivision laws and regulations provided the Property and its current use are in compliance with the same.
- (d) The lien of real estate taxes which are payable by Buyer pursuant to the terms and conditions of this Agreement.

(2) The following shall not be Permitted Encumbrances:

- (a) Any mortgage now of record against the Property.
- (b) Judgments or liens not satisfied at or before Closing.
- (c) Real estate taxes and special assessments which are the responsibility of Seller pursuant to the terms and conditions of this Agreement.

Buyer has a general willingness to take title subject to the listed Permitted Title Exceptions subject to the other provisions of this Agreement and to an examination of title based upon the Minnesota Title Standards and upon Minnesota law.

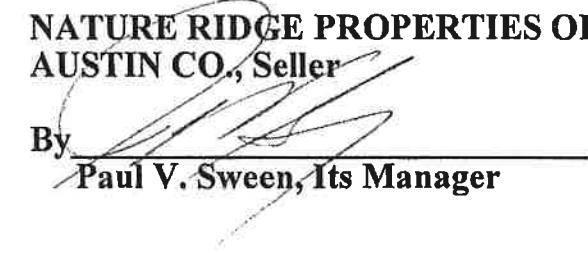
Buyer also reserves the right to evaluate the Permitted Title Exceptions in the light of Buyer's intended uses and enjoyment of the Property. Buyer shall have until the end of the period for stating Title Objections under subparagraph B above to make the evaluation and determine if these title issues will affect Buyer's intended use and enjoyment of the Property. If Buyer, in Buyer's sole discretion, determines that these title issues will adversely affect Buyer's intended use and enjoyment of the Property, Buyer may declare this Purchase Agreement void by timely notice to Seller, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to Buyer. If the period for stating Title Objections passes without Buyer's declaring that these title issues will adversely affect Buyer's intended use and enjoyment of the Property, then, subject to Seller's covenant to deliver a good and marketable title of record, Buyer shall take title subject to all Permitted Title Exceptions.

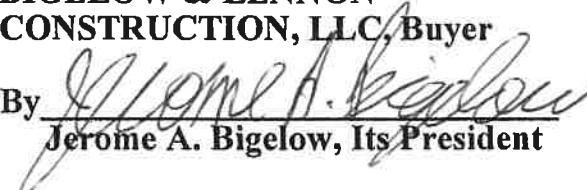
By delivery of the foregoing documents to Purchaser, Seller shall be deemed to have represented that all such documents and information are to Seller's Knowledge true, correct and complete.

Buyer shall pay for the cost of an Owner's Title Insurance Policy.

I hereby agree to sell/purchase the said property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

Dated this 14 day of July, 2021.

**NATURE RIDGE PROPERTIES OF
AUSTIN CO., Seller**
By 
Paul V. Sween, Its Manager

**BIGELOW & LENNON
CONSTRUCTION, LLC, Buyer**
By 
Jerome A. Bigelow, Its President

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND
SELLER. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
APPROPRIATE PROFESSIONAL.**

F:\SFM\SFM PVS DICTATION\89122 PURCHASE AGREEMENT Lot 19, Block 1, Nature Ridge 3rd - 7-13-21.docx

RESOLUTION NO.

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

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

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

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

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

Lot 19, Block 1, Nature Ridge Third Addition, City of Austin, County of Mower

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

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

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

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

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

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

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

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

Passed by a vote of yeas and nays this 1st day of April, 2024.

Yea	Nay
-----	-----

ATTEST:	APPROVED
---------	----------

City Recorder

Mayor

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



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

Memorandum

To: Mayor & Council
From: Mitch Wenum, PE
Date: March 26, 2024
Subject: Bids – 2024 Asphalt Street Reconstruction

The City of Austin received bids for asphalt street reconstruction on March 25, 2024. Work will consist of pavement removal, sanitary sewer and storm sewer improvements, asphalt paving, and sidewalk replacement.

Streets included in this bid are:

- CP 24101 – 9th Street & 12th Street SW
- CP 24102 – 4th Avenue NE
- CP 24103 – 1st Avenue NE
- CP 24104 – 2nd Avenue, 16th Street & 17th Street NW

The bids are summarized below:

Contractor	Bid Amount
ICON, LLC	\$3,999,175.07
Ulland Bros, Inc.	\$4,081,180.59
Engineer's Estimate	\$4,623,961.25

The projects will be funded using Local Funds 49, 61 & 67. We would recommend awarding the project to ICON, LLC. If you have any questions, please contact me.

Fund 49 – Capital Improvement Fund	\$3,065,628.30
Fund 61 – WWTP Fund	\$596,461.02
Fund 67 – Stormwater Utility Fund	\$337,085.75

RESOLUTION NO.

AWARDING BID FOR ASPHALT STREET RECONSTRUCTION PROJECTS

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

2024 Asphalt Street Reconstruction Projects

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

<u>Contractor</u>	<u>Bid</u>
ICON, LLC	\$3,999,175.07
Ulland Bros, Inc.	\$4,081,180.59
Engineer's Estimate	\$4,623,961.25

AND, WHEREAS, it appears ICON, LLC is the lowest responsible bidder.

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

2024 Asphalt Street Reconstruction Projects

Passed by a vote of yeas and nays this 1st day of April, 2024

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

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 Council
From: Craig D. Clark, Administrator
RE: Employee Engagement

As we looked for a new firm to work with for employee engagement efforts the working group of the Mayor, Councilmembers Baskin and Poshusta, employee members Chad Heard, Sara Steinhoff, Sam Schuweiler, Trish Wiechmann and I reviewed four different firms. Each provided their own approach but the consensus was to advance Sicora Consulting headed by Robert Sicora.

Sicora Consulting headed Mower County's efforts, on similar employee engagement efforts, and utilizes the "Leading from the Helm" system (Exhibit 1). Additional documents included as Exhibit 2 highlight the program outline, generalized timeline, checklist to get started, identified time commitment and outcomes. There are various levels of involvement, depending on an employee's role, but focuses heavily on Supervisors and members with the Sicora group will reach out accordingly through the process.

Also included is Exhibit 3 is the formalized agreement with deliverables. Let me know if you have any questions. I hope you will join me in the excitement of kicking off this with a new vendor to begin the rebuilding we all desire.

**Council action is requested to approve an engagement with Sicora consulting approving
Exhibit 3 authorizing the Mayor to sign and recorder attest the agreement.**



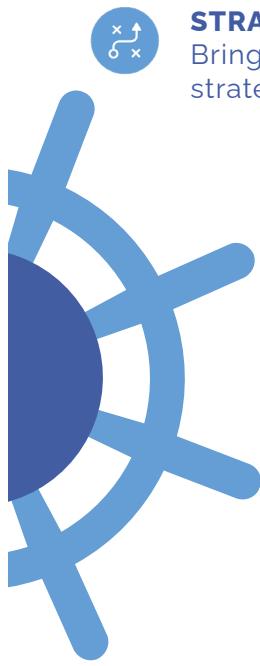
LEADING FROM THE HELM



Take command of your organization's purpose with confidence. *Leading from the Helm* is a balanced and holistic approach to revolutionizing how your organization thinks, behaves, and performs.

STRATEGY SYSTEM

MASTERING THE HELM



STRATEGY

Bring clarity and focus to your strategic planning



LEADERSHIP

Discover the Leader Within



CULTURE

Build a Purposeful Culture of Trust

TEAM

Explore the 8 Aspects of an Effective Team

A balanced and holistic approach to strategy and strategic planning

For more than 20 years, we've used our *Leading from the Helm* model to bring clarity and focus to strategy development and strategic planning process of many visionary organizations.

The *Leading from the Helm* model is both a strategy development and execution system. It is both science and art. The Helm integrates with other tools such as Appreciative Inquiry, McKinsey's 7-S Framework, TracTions' EOS model, and SWOT analysis.

RESULTS
Track, measure, and improve results



CUSTOMER
Discover the 8 Qualities of Customer



PROCESS
Build a Culture of Continuous Improvement



ENGAGEMENT
Uncover the 8 Factors of Engagement



SICORA
CONSULTING

CONTACT US

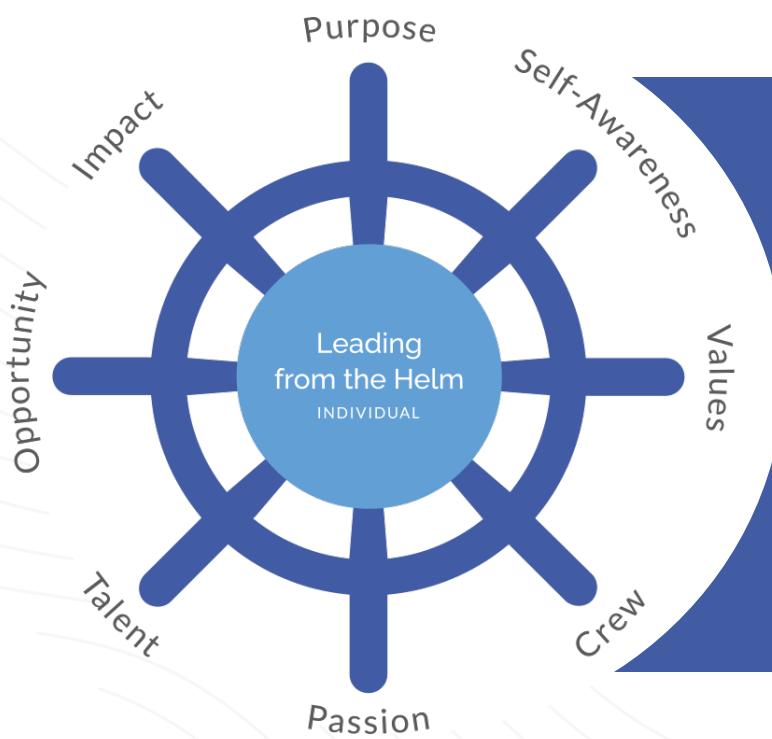
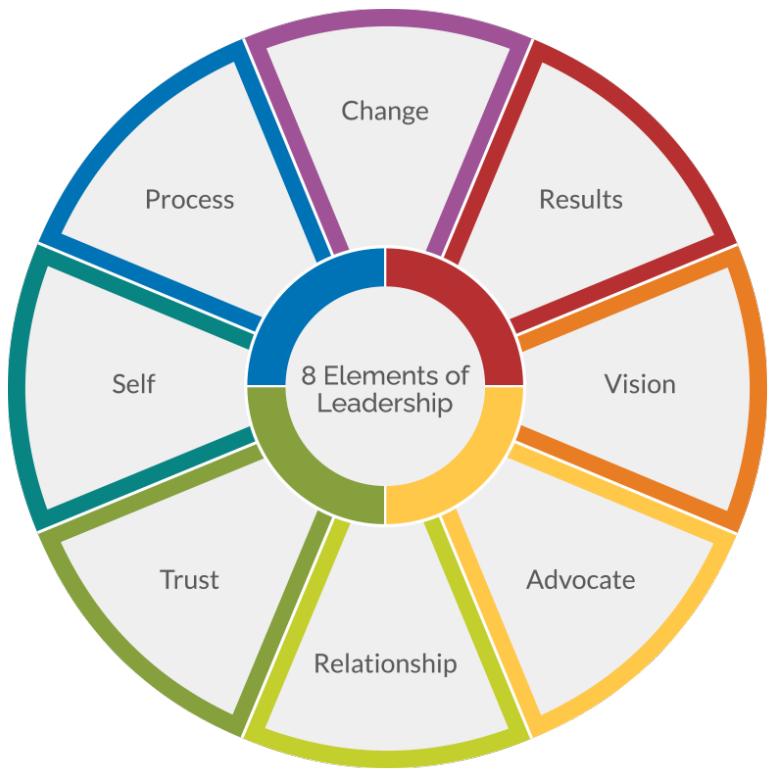
Ready to discuss or have questions?
crew@sicoraconsulting.com | +1-888-724-5384

LEADERSHIP

8 ELEMENTS OF LEADERSHIP & GRAB THE HELM

Discover your individual leadership style

Leadership is necessary at all levels within your organization, not just at the higher reaches of your org chart. However, few organizations have the necessary systems in place to ensure that all individuals within the organization are fulfilling their unique potential to lead.



You will gain the insights and confidence to grab hold of the life you want and make a lasting impact on your team and your organization. This transformative journey begins by asking yourself a simple yet profound question: What is my purpose?

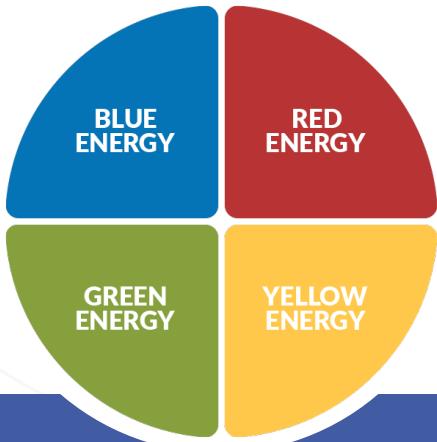
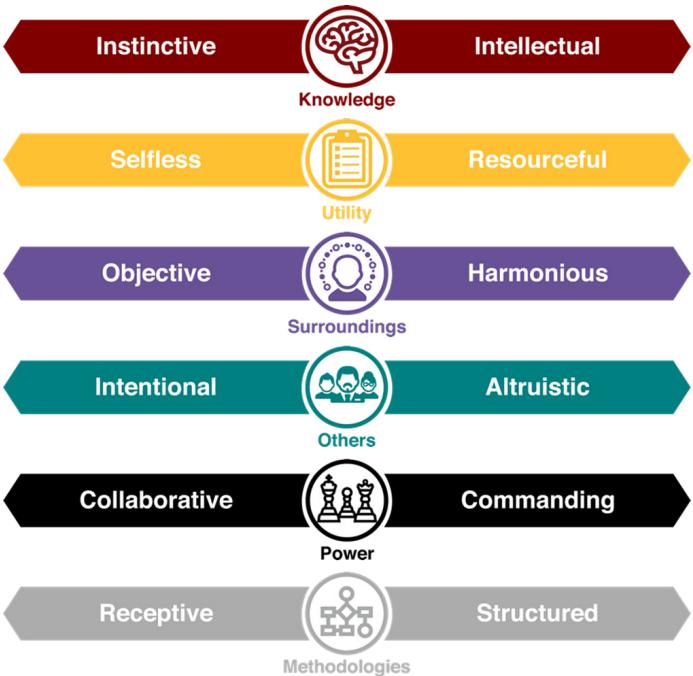
The answer will emerge as you work through the eight spokes of the *Leading from the Helm* individual model.



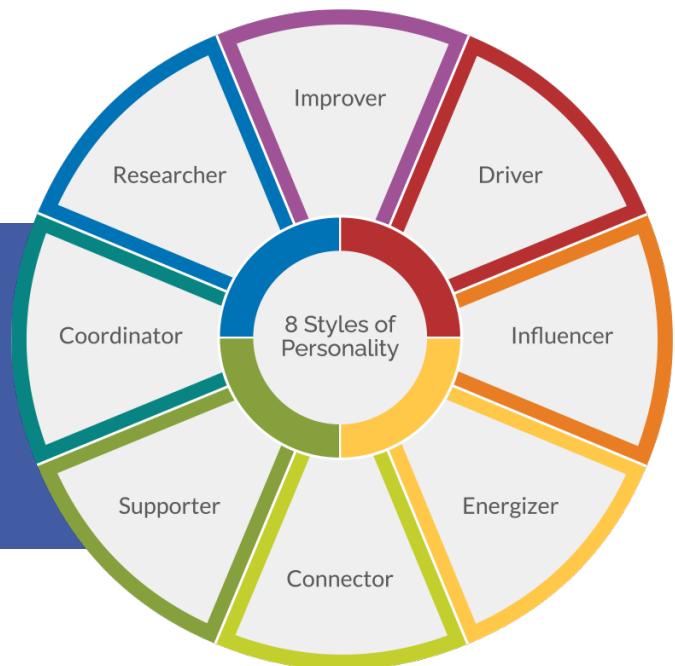
LEADERSHIP

DISCOVER THE LEADER WITHIN

Our *Discover the Leader Within* program uses a proven framework that analyzes an individual's leadership style, strengths, and opportunities for improvement. When combining the 4 Colors of Insights and the 12 Driving Forces, you can help forge more effective relationships with key stakeholders and achieve better results.



The 4 Colors of Insights, the 8 Styles of Personality, and the 12 Driving Forces combined create a powerful combination to understand what motivates us and how we show up to others.



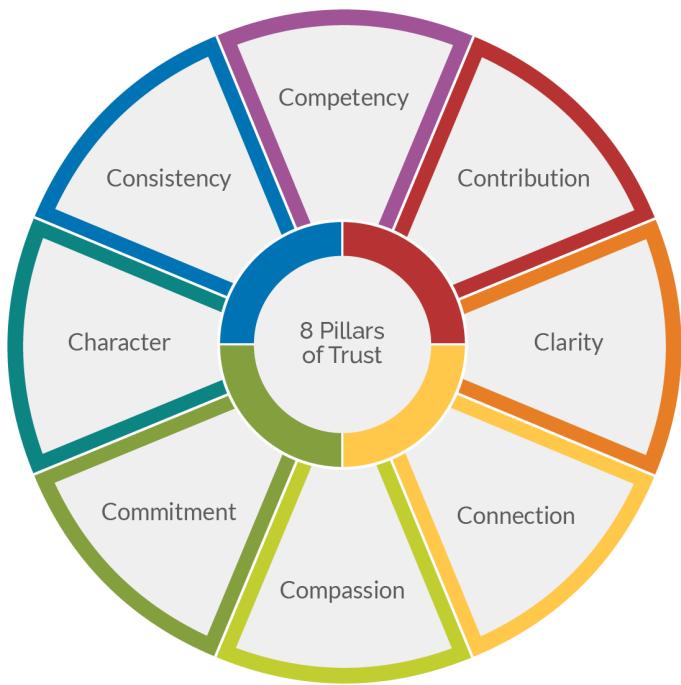
CULTURE

PURPOSEFUL CULTURE OF TRUST

What culture are you trying to create?

Organizational culture can take many different forms. Using the *8 Styles of Culture* will help you create alignment between a purposeful culture and your strategy. Allowing leadership to become consistent with what they say and do - which builds trust.

8 Styles of Culture



Establishing a work culture that thrives on trust. Trust is the foundation of a healthy organization's culture. A trust-based culture ensures productivity, high employee engagement, and improved customer confidence and loyalty. By using the **8 Pillars of Trust**, you are investing in the most valued currency in every organization.



TEAM

NAVIGATING TEAM EFFECTIVENESS

Improving teamwork in the workplace

Now more than ever, teamwork is critical to the success of your organization. Are your teams as effective as they could be? Are they balanced in their approach to serving your purpose, each other, and your customers? Lencioni's five dysfunctions of a team only got it just over half right, the 8 Aspects of Team bring it all the way in creating a holistic model.



NAVIGATING TEAM EFFECTIVENESS



LEADERSHIP | Discover the Leader Within

Everyone is a leader on the team. Individuals can better understand others and build deeper levels of trust when they have a better understanding of themselves and each other, creating lasting relationships and sustainable results.



CULTURE | Purposeful Culture of Trust

The individuals who make up your teams, and therefore the teams themselves, make up your organization's culture. Using the 8 Styles of Culture, we'll help your teams find alignment around a shared purpose to help create a culture of accountability.



TEAM | 8 Aspects of Team

Teamwork is critical to the success of your organization. We'll work with you to build a team framework that's balanced in the eight key aspects of a successful team. Focusing on your team can improve engagement, maximize effectiveness and productivity, and promote a more inclusive workplace environment.



ENGAGEMENT | 8 Factors of Engagement

When we look at team effectiveness, we must recognize that all teams are made up of individuals, each contributing their own level of engagement to the team dynamic. We'll take an engagement baseline as you move toward a dynamic, real-time, employee-driven process using the leading indicator of performance: the 8 Factors of Engagement program.

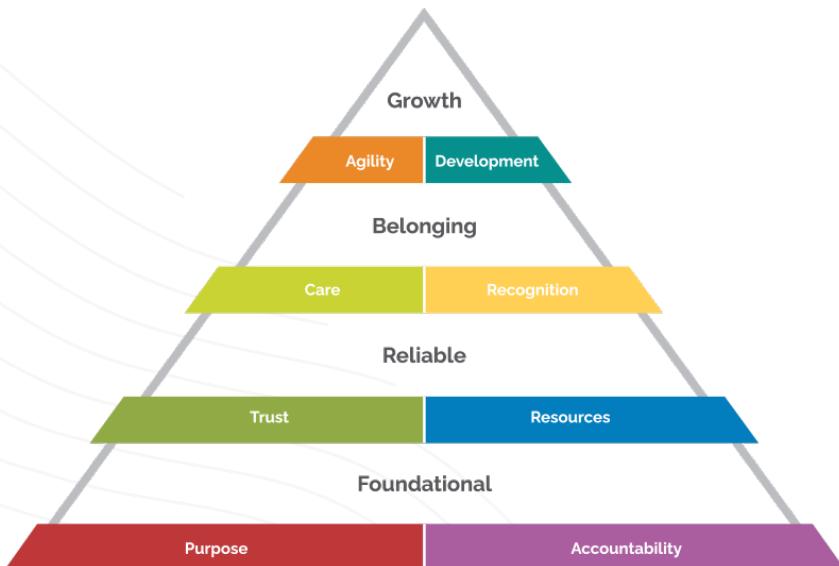
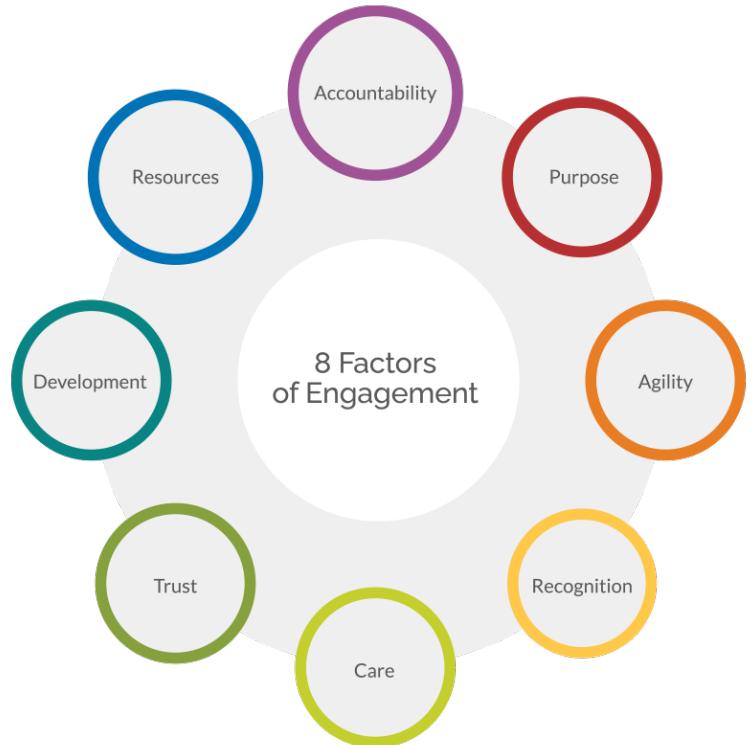


ENGAGEMENT

8 FACTORS OF ENGAGEMENT

Create an employee-led culture of continuous engagement

Leaders that introduce the *8 Factors of Engagement* to their teams can experience significant, sustainable improvements in employee engagement. Gallup's Q12 got half the engagement model right, the 8 Factors measure 24 statements to create a balanced holistic model of engagement.



Engagement Pyramid

Only 25% of Employees are Actively Engaged.

Actively Engaged Employees are advocates of your organization. They own their engagement and are high performers. However, in a typical organization, only one quarter of employees are actively engaged, providing a large opportunity for improvement.

PROCESS

PROCESS MANAGEMENT & LEAN SIX SIGMA

Drive continuous improvement through process improvement and management

Effective process management is central to the success of your organization. It allows you to align business functions with customer requirements while enhancing productivity and efficiency. It also makes for a more enjoyable workplace for everyone.



Lean Six Sigma

Lean Six Sigma allows your organization to focus on making your processes more efficient by clarifying customer goals, identifying value-add steps and re-working internal processes to improve outcomes.

CUSTOMER



Managing your customer's expectations, and providing them an amazing experience

Getting very clear on the voice of the customer, determining what are the critical to quality expectations that they have, then delivering on those expectations ensures a customer experience that will have them coming back time and time again. And referring you to others potential customers.

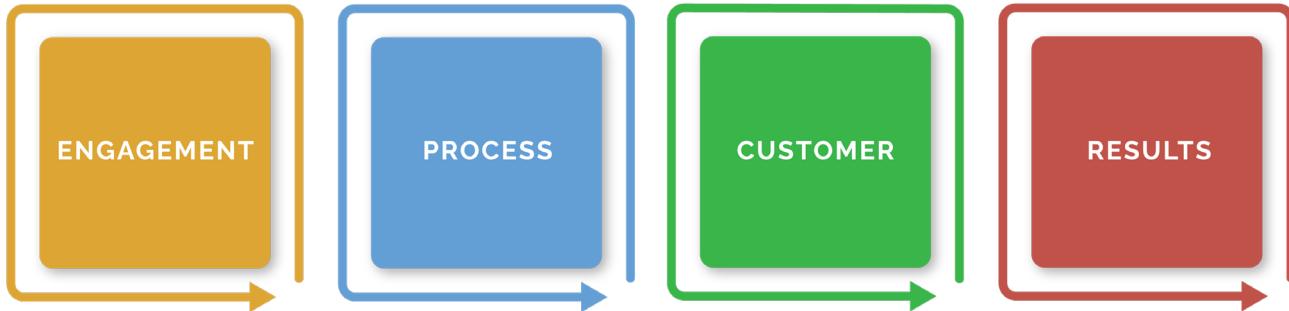


Ensure you are in alignment with your customers' needs

You want to delight your customers so they keep coming back to you time and time again. However, many organizations miss the mark because they use a one size fits all approach to meeting customer needs, or they lack the systems and tools to capture and retain their trust.

RESULTS

ORGANIZATIONAL IMPACT ANALYSIS



Balanced Scorecard

This model is used to gain a complete view of your performance, and ensure that your day-to-day activities are aligned with your strategic and operational goals.



Track, measure, and improve your organization's path toward success

What does success look like to you? If your organization is like most, success is about having loyal customers who value what you do. It's about engaged employees who buy into your purpose every day. And it's about having the trust, culture, and processes in place to drive continuous improvement and growth.

RESULTS

TALENT LIFECYCLE

Attract and retain your best talent

If your organization struggles with the challenging tasks of attracting, developing and retaining top talent, you're not alone. Helping organizations overcome these challenges is a core competency at Sicora Consulting.



Our holistic process ensures that all five aspects of your talent lifecycle are considered and optimized for success.



LEADING
FROM THE HELM

CONTACT US

Ready to discuss or have questions?

crew@sicoraconsulting.com | +1-888-724-5384



Mastering the Helm

April 2024

— “ —

**To provide a safe and high-quality community
for raising children. The goal is to encourage
generations to stay in or return to Austin.**

City of Austin MN Vision

— ” —

— “

We guide organizations of all kinds to build employee-led cultures of engagement and performance.

We offer balanced, science-based organization development programs that build purpose, trust, and agility, creating an employee-led culture of continuous engagement and improvement to drive performance.

” —

Sicora Consulting
Purpose & Mission Statements

MTH - City of Austin MN

Sicora Consulting

- 15 year anniversary April 2024
- We have supported (almost) every kind and size of organization all around the world:
 - Profit
 - Non-profit
 - Community Based – Government
- Prior, spent 15 years in corporate Human Resources:
 - Pfizer, Pillsbury, Carlson Companies, Eaton, & Cargill
- Masters in Human Resources and Doctorate in Organization & Leadership Development (dissertation study: personality styles & trust)

Our Crew



Dr. Robert T. Sicora

Founder & CEO

[READ BIO](#)



Erin Barwis

Senior Consultant, Operations Manager



Jason Ball

Senior Consultant



Dr. Akil Walton

Senior Consultant



Kristin Wilson

Senior Consultant



Kevin Ennis

Lead Facilitator, Content Manager



Kali Yeado

Graphic Design Specialist



Riley Nelsen

Video Specialist



Christina Gammon

Marketing Manager



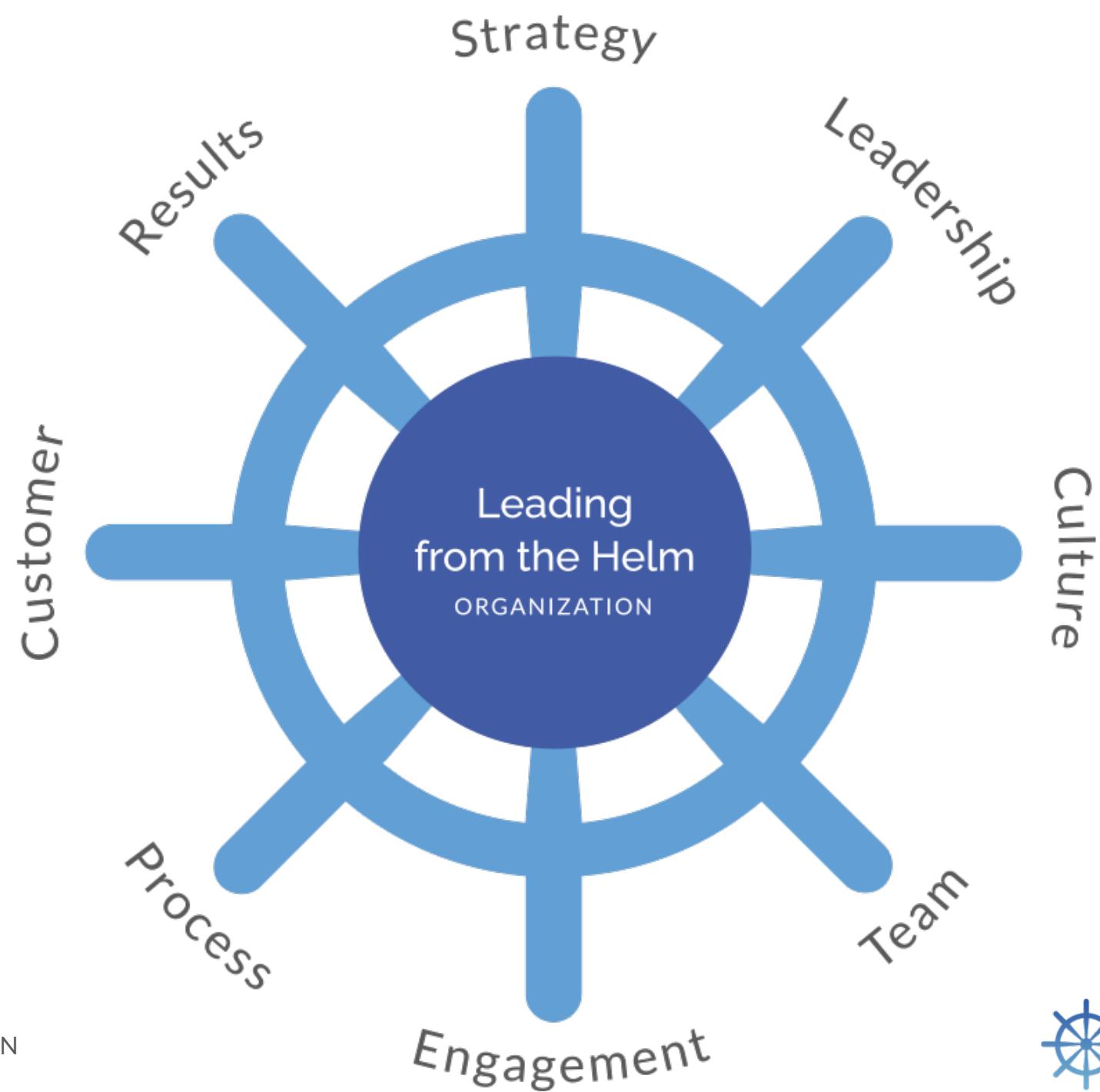
Cami Summers

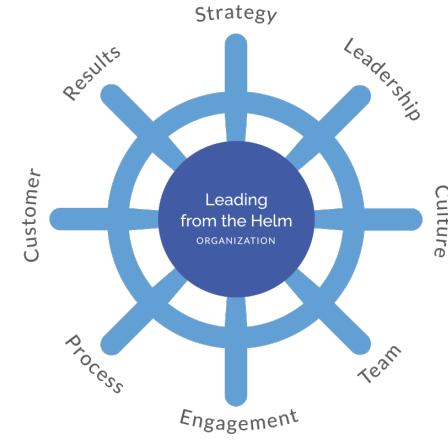
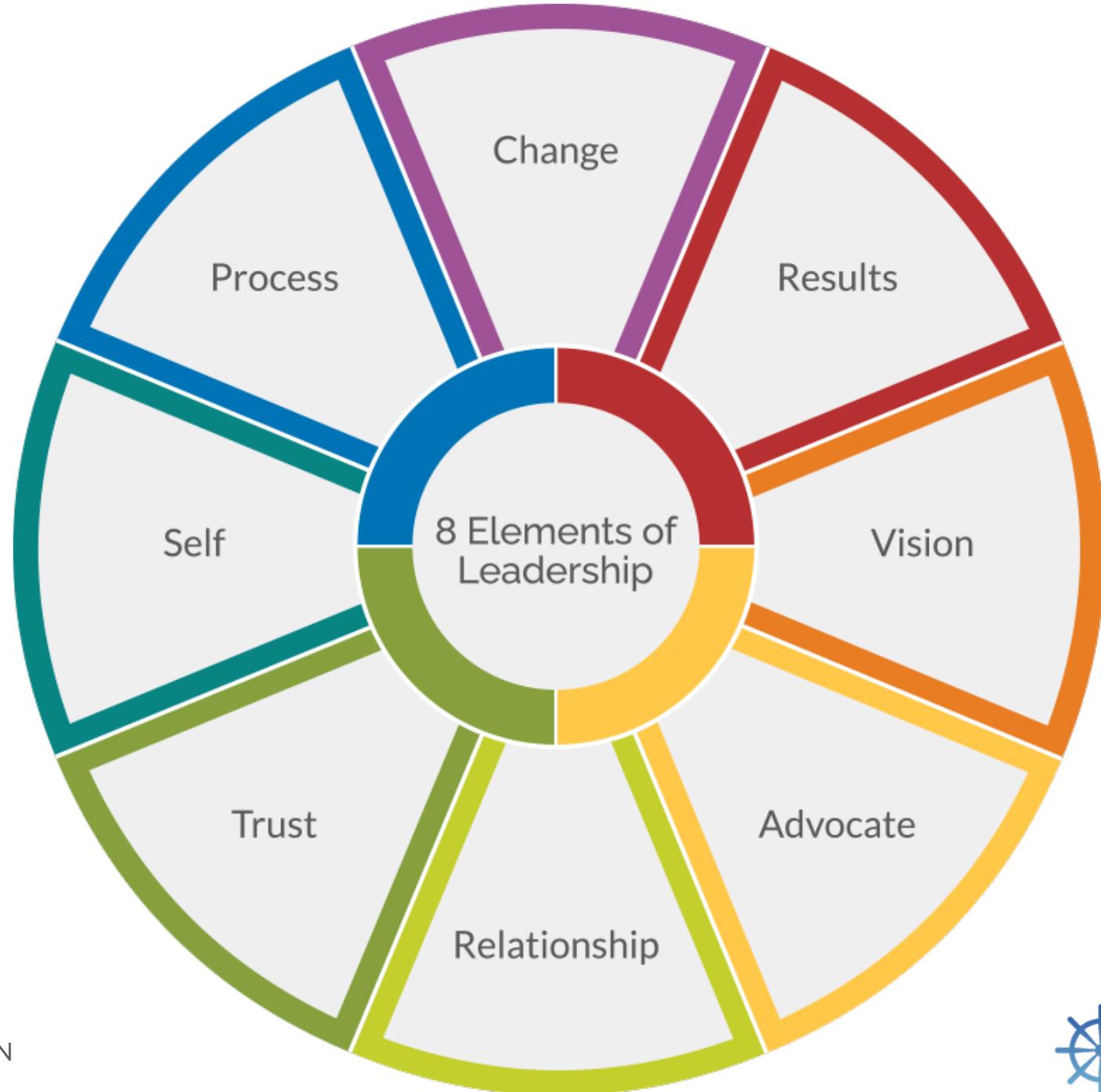
Learning Design Specialist



Leading from the Helm

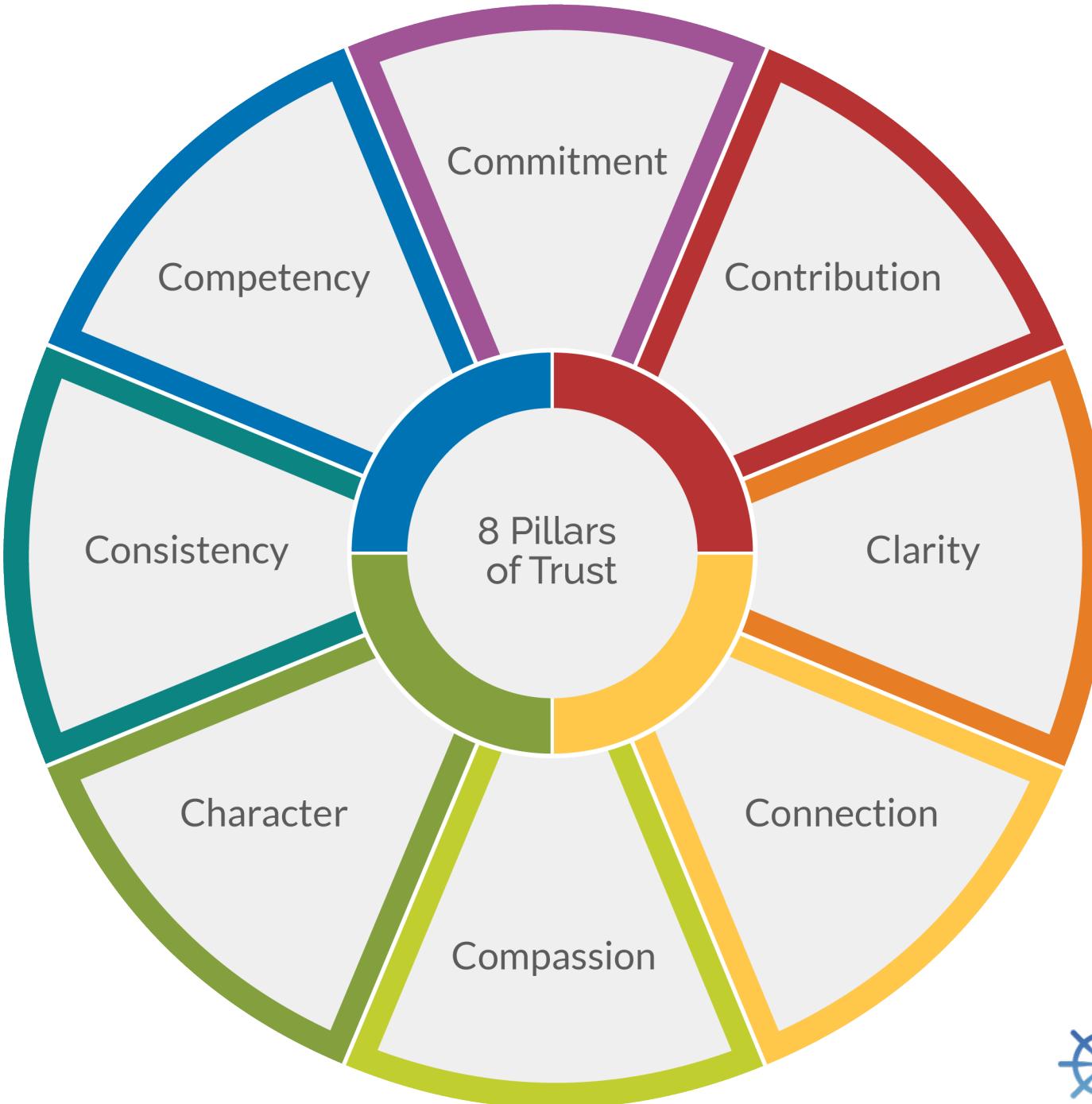
Is our proprietary, science-based methodology we use to evaluate your organization's strategy, engagement, culture, and people so you can maximize individual potential and organizational success. It's a balanced and holistic approach to revolutionizing how your organization thinks, behaves, and performs.

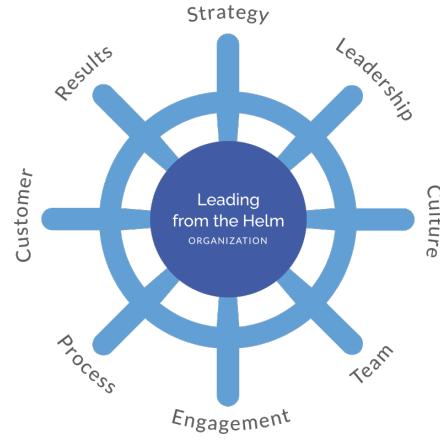
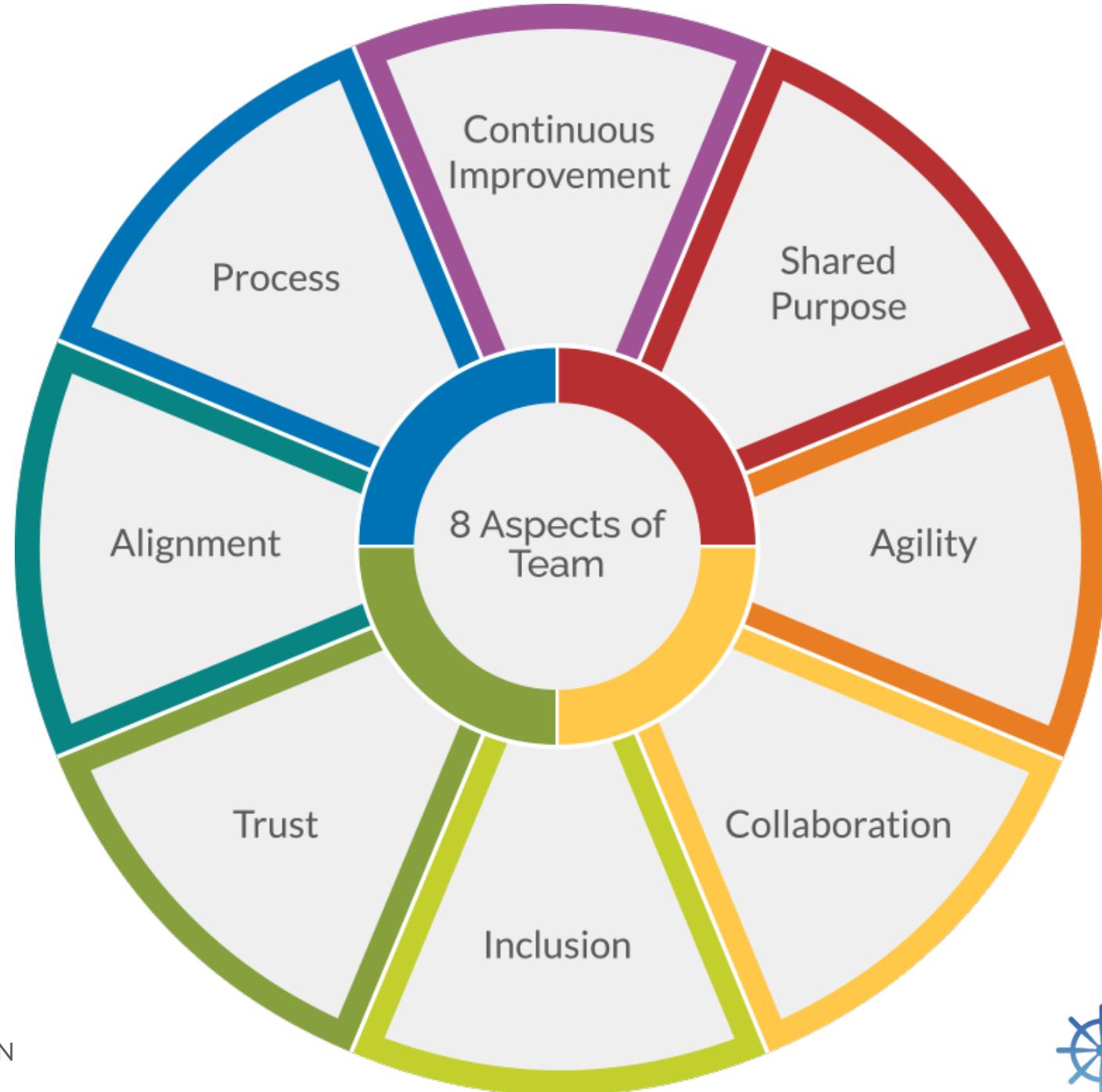


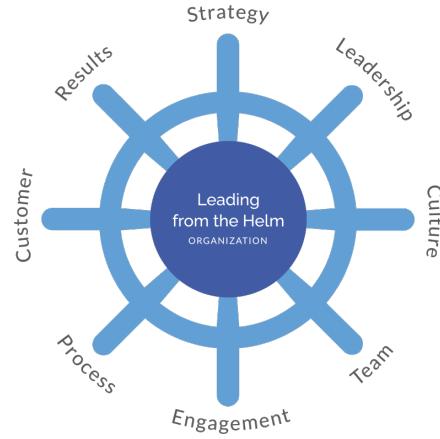
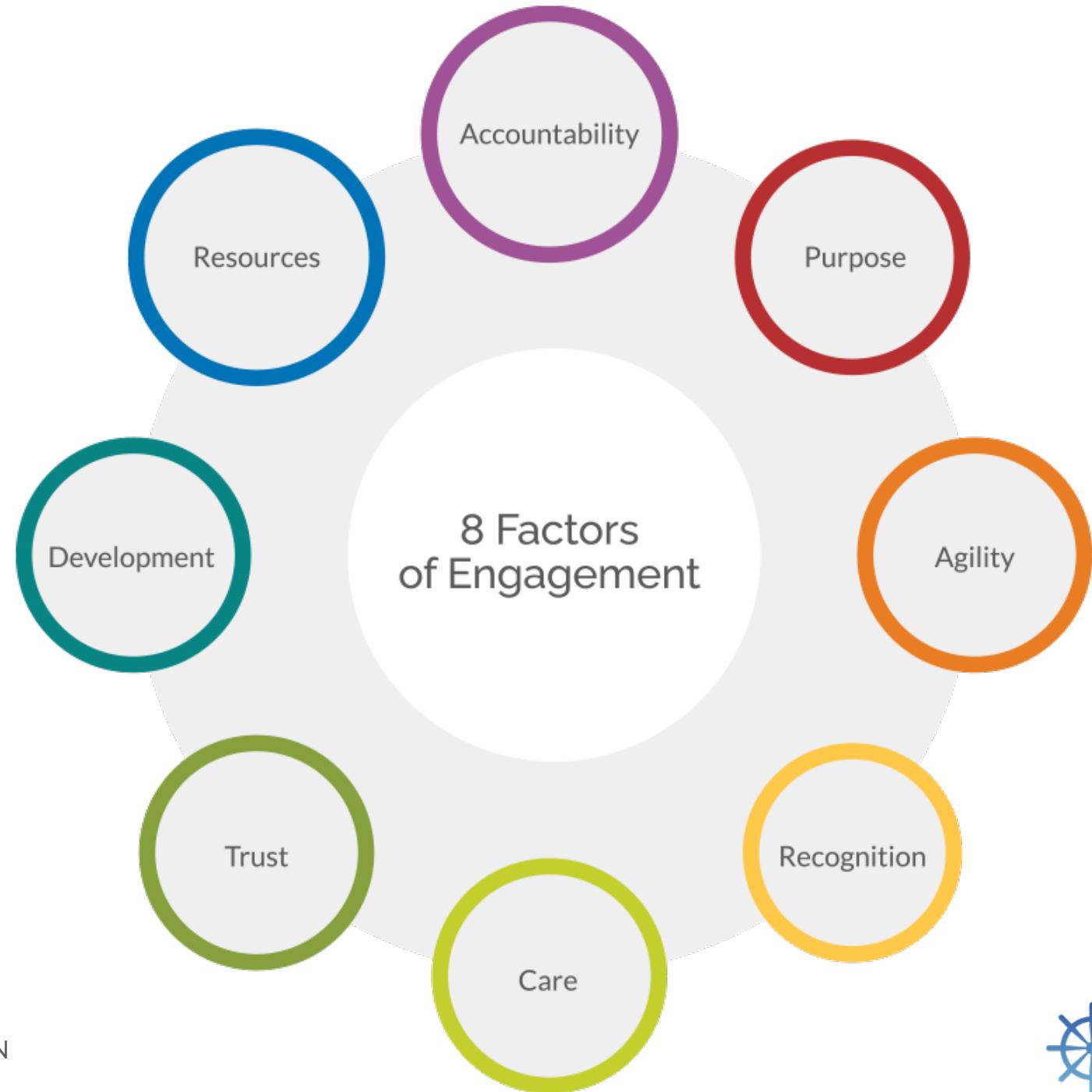


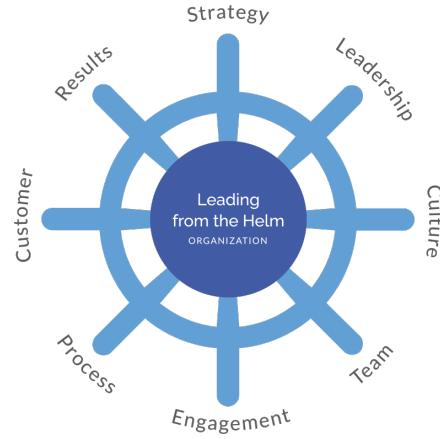
8 Styles of Culture

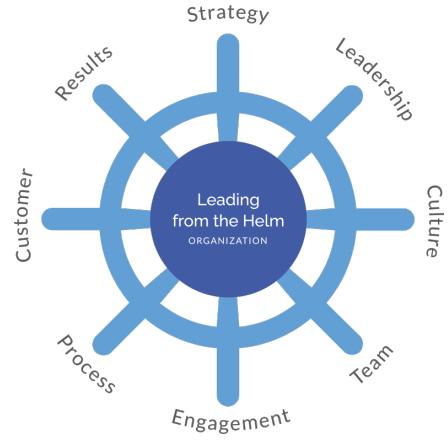












Link Employee Engagement to Organizational Outcomes



TALENT & ENGAGEMENT

Recognize how the employee experience and employee engagement predict retention.



PERFORMANCE & SUCCESSION

Determine how employee experience regarding engagement, trust, and corporate strategy correlate with employee performance and potential.



OPERATIONAL & ORGANIZATIONAL PROCESS

Discover how employee engagement relates to how well the organization is running and whether products/services are exceeding expectations.



CUSTOMER EXPERIENCE

Understand how employee engagement impacts customer satisfaction, Net Promoter Score, and retention.



FINANCIAL & STRATEGIC GOALS

Gather insight into how employee engagement drives the financial performance of your organization.



Program Outline

Discovery Phase – April through June

Activity	Participants	Timing
Confirm Proposal and Project Plan	SCI & SLT	Week of April 1 – 5
Kickoff Meeting	SCI, SLT, ELT	April 18
Communication & Change Management	ALL	April 18 – Ongoing
Appreciative Inquiry Interviews and Analysis	SCI & 29 Leaders	April 22 – May 10
Interview Theme Analysis	SCI	May & June
Helm Data Collection	SCI & ZeroedIn	
• Survey	ALL	May 7 – 17 (quarterly thereafter)
• Raw Data Collection	Department	May – ongoing
Analysis	SCI	May & June
Focus Groups	SCI & up to 3 Groups	Possible: May & June
Analysis	SCI	April – June

Delivery Phase – April through January (ongoing)

Activity	Participants	Timing
Talent Insights HD/EQ Assessment & Debrief	SCI & 29 Leaders	April 29 – May 31
Design	SCI	May & June
Mastering the Helm program offsite	SCI & 29 Leaders	May 30, June 6 & 13
Leading from the Helm team sessions	6 Major Groups – ALL EE's	June – August
Begin Quarterly Reviews	SCI & 29 Leaders	September & October
LCP 360 Assessments & Coaching	SCI & 29 Leaders	Sept (earliest) – January

What is needed to get started:

- Proposal and Plan Agreed Upon
- Process Program Deposit
- List of All Employees and Demographics
- Calendar of Dates Set
- Communication & Change Management Plan Set
- Access to Relevant Historical Data & Documents

What is the Time Commitment:

- Kickoff Meeting
- Communication & Change Management Planning
- Cascade Communication to Staff
- Participating in Appreciative Inquiry Interview
- Completing Leadership Assessments
- Receiving a Debrief Coaching Session on the Assessment
- Attending the Offsites
- Helping to collect data for the quarterly dashboard on their areas of responsibility
- Helping to build the dashboard
- Quarterly data collection, updates, and reviews
- Doing the work of continuous improvement & communication

What are the Outcomes:

- Better Self Awareness
- Better Understanding & Appreciation of Others
- Increased Trust
- Established Rules of Engagement & Chain of Command
- Increased Understanding of Roles & Responsibilities
- Improved Structure for better Communication and Performance
- Increased Awareness of All the Spokes of the Helm
- A Prioritized Improvement Pipeline and Plan
- A Quarterly Review Process
- An Effective Onboarding Process
- Improved Performance & Execution
- Alignment & Understanding



Dr. Robert T. Sicora, Ed.D.

+1.888.724.5384

robert@sicoraconsulting.com
sicoraconsulting.com



SICORA
CONSULTING

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is entered into this 1st day of April, 2024, by and between Sicora Consulting, Inc. (“SCI”), a Minnesota corporation and City of Austin (Minnesota).

1. Services and Fees.

SCI agrees to provide to Client the services and deliverables specified in the Statement of Work attached hereto as Exhibit A, and Client agrees to pay Fees in accordance with the Fee schedule attached hereto as Exhibit B.

2. Independent Contractor. Nothing contained herein shall be construed to create the relation of an employer and employee between SCI and Client and SCI’s relation to Client shall, during the term of this Agreement, be that of an independent contractor engaged by Client only for the purposes and to the extent set forth in this Agreement.

3. Warranties. SCI warrants its services and work product will comply with the descriptions and representations as to the Services that appear in the Statement of Work and that its Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights. SCI makes no other warranties of any kind relating to its work product or services. In no event shall either of the parties hereto be liable to the other for the payment of any consequential, indirect, or special damages, including lost profits. In no event will SCI be liable for any amount in excess of the fees paid by Client to SCI pursuant to Exhibit B.

4. Termination. SCI upon giving written notice to the other party, may terminate this Agreement if Client fails to pay Fees when due and as agreed per Exhibit B. If Client terminates this Agreement without good cause, any deposit paid or due shall be forfeited. Upon termination of this Agreement, each party shall promptly return to the other all computer programs, files, documentation, media, related material and any other material that is owned by the disclosing party. Client shall be responsible for payment of the full quarterly fees due for any quarter in which SCI rendered services under Exhibit A. Expiration or termination of this Agreement shall not relieve either party of its obligations regarding Confidential Information under Section 5 below.

5. Confidential Information.

a. Non-Disclosure. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement. Each party agrees to secure and protect the other party’s Confidential Information in a manner consistent with the maintenance of the other

party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, SCIs or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section.

b. Copyright and Intellectual Property. SCI owns all right, title and interest, including all related Intellectual Property Rights to its work and services. Without limiting the foregoing, this Agreement does not grant Client (whether by implication, estoppel or otherwise) any right, title, interest, or license, in SCI's patents, patent applications, trade secrets, copyrights, mask work rights, trademarks (including names, logos, logotypes, trade dress, designs or other marks) or other intellectual property rights.

6. Other Provisions

a. Applicable Law and Forum. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to the conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought in the state or federal courts sitting in Minnesota.

d. Entire Agreement. This Agreement, including Exhibits A and B, constitutes the entire agreement between SCI and Client.

e. Modifications. No modification of this Agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have executed this Agreement on the date first set forth above.

SICORA CONSULTING, INC.
(SCI")

By: _____
Its: _____

CITY OF AUSTIN
("CLIENT")

By: _____
Its: Mayor _____

EXHIBIT A
STATEMENT OF WORK

Discovery Phase – April through June

Activity	Participants	Timing
Confirm Proposal and Project Plan	SCI & SLT	Week of April 1 – 5
Kickoff Meeting	SCI, SLT, ELT	April 18
Communication & Change Management	ALL	April 18 – Ongoing
Appreciative Inquiry Interviews and Analysis	SCI & 29 Leaders	April 22 – May 10
Interview Theme Analysis	SCI	May & June
Helm Data Collection <ul style="list-style-type: none"> • Survey • Raw Data Collection 	SCI & ZeroedIn ALL Department	May 7 – 17 (quarterly thereafter) May – ongoing
Analysis	SCI	May & June
Focus Groups	SCI & up to 3 Groups	Possible: May & June
Analysis	SCI	April – June

Delivery Phase – April through January (ongoing)

Activity	Participants	Timing
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Begin Quarterly Reviews	SCI & 29 Leaders	September & October
LCP 360 Assessments & Coaching	SCI & 29 Leaders	Sept (earliest) – January

EXHIBIT B

FEE SCHEDULE

Phase I - March to June	#	Adj \$	Total	Less 20%
Plan	1	\$ 500	\$ 500	\$ 400
Kickoff	1	\$ 500	\$ 500	\$ 400
Interviews*	29	\$ 250	\$ 7,250	\$ 5,800
Analysis	2	\$ 2,000	\$ 4,000	\$ 3,200
Data Collection	150	\$ 45	\$ 6,750	\$ 5,400
Focus Group*	3	\$ 1,500	\$ 4,500	\$ 3,600
Analysis	2	\$ 2,000	\$ 4,000	\$ 3,200
Design	2	\$ 2,000	\$ 4,000	\$ 3,200
Talent Insights HD/EQ	29	\$ 450	\$ 13,050	\$ 10,440
Debrief*	29	\$ 250	\$ 7,250	\$ 5,800
Session	3	\$ 4,500	\$ 13,500	\$ 10,800
				\$ 52,240
Phase II - June to Sept				
Team Sessions	6	\$ 3,750	\$ 22,500	\$ 18,000
Talent Insights Profiles + Materials	130	\$ 225	\$ 29,250	\$ 23,400
Quarterly Pulse	150	\$ 45	\$ 6,750	\$ 5,400
LCP 360s w/ Coaching Debrief	29	\$ 950	\$ 27,550	\$ 22,040
LCP 360 Group Session	1	\$ 3,750	\$ 3,750	\$ 3,000
				\$ 71,840
Phase III (Quarterly) - Sept to Dec				
Quarterly Pulse	150	\$ 45	\$ 6,750	\$ 5,400
Analysis & Reporting	2	\$ 2,000	\$ 4,000	\$ 3,200
Retainer Days	3	\$ 2,000	\$ 6,000	\$ 4,800
				\$ 13,400
Additional Services	Unit			
Job Benchmarking	1	\$ 1,200	\$ 1,200	\$ 960
Candidate Assessment & Interview	1	\$ 750	\$ 750	\$ 600
New Hire Onboarding	1	\$ 250	\$ 250	\$ 200
Lean Six Sigma Training	1	\$ 3,500	\$ 3,500	\$ 2,800
Change Management Training	1	\$ 450	\$ 450	\$ 360
Performance / Talent Mgt	1	\$ 2,000	\$ 2,000	\$ 1,600
Learning Journey	1	\$ 600	\$ 600	\$ 480
Facilitation	1	\$ 2,000	\$ 2,000	\$ 1,600
Consultation	1	\$ 2,000	\$ 2,000	\$ 1,600
Talent Insights & Materials	1	\$ 250	\$ 250	\$ 200

Program Deposit is 50% of Phase I to initiate services = \$26,120

RESOLUTION NO.

APPROVING A CONTRACT WITH SICORA CONSULTING

WHEREAS, the City Council desires to complete employee 360 degree assessments and coaching; and

WHEREAS, City staff recommends selecting Sicora Consulting to complete the 360 degree assessments and coaching; and

WHEREAS, the contract would be in the amount of \$137,400; and

WHEREAS, funding for the project would come from fund balance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Austin, Minnesota approves a contract with Sicora Consulting and authorizes the Mayor and City Recorder to sign the contract with funding from fund balance.

Passed by a vote of Yeas and Nays this 1st day of April, 2024.

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: March 27, 2024
Subject: HWY 105 Detour Agreement

Attached for your consideration is a MnDOT detour agreement for Highway 105. When the bridge over I-90 on Hwy 105 or Oakland Avenue West is under construction, Hwy 105 traffic will be detoured north onto 14th Street NW to access I-90. As a result of this State highway detour onto a local roadway, the State will reimburse the City for wear and tear on their local roadway. The State has a calculation where they assign a cost to the roadway life consumed and maintenance obligation costs. For this detour, the calculation is as follows:

- Roadway Life Consumed \$4,509.95
- Maintenance Obligation \$5,186.44
- Total Payment \$9,696.39

These costs would be paid to the City and rolled into our street maintenance and reconstruction funds to go toward future projects. We would recommend Council approve the attached detour agreement. Please let me know if you have any questions.



**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF AUSTIN
DETOUR AGREEMENT
For Trunk Highway No. 90 Detour**

State Project Number (S.P.):	<u>5080-170</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>90=009</u>	<u>\$9,696.39</u>
State Aid Project Number (S.A.P.):	<u>050-645-010</u>	
State Aid Project Number (S.A.P.):	<u>104-135-008</u>	
Federal Project Number:	<u>NHPP-INFRA I9000(145)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Austin acting through its City Council ("City").

Recitals

1. The State is about to perform replacement of Bridge Nos. 9178, No. 9179, No. 50011, No. 50012, No. 50013, No. 50014, No. 50812, and No. 50813, along Trunk Highway No. 90 (over Cedar River and at Mower County Road No. 45, Trunk Highway No. 105 and Trunk Highway No. 218) and repair Trunk Highway No. 90 bridges over 6th St in Austin and associated construction upon, along, and adjacent to Trunk Highway No. 90 from 350' west of Trunk Highway No. 105 to 1300' east of Trunk Highway No. 218/21st St under State Project No. 5080-170 (T.H. 90=009); and
2. The State requires a detour to carry T.H. 90 / T.H. 105 traffic on 14th Street NW during the construction; and
3. The City is willing to maintain the T.H. 90 detour; and
4. The State is willing to reimburse the City for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement;

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the City and pays for the detour compensation.

2. Agreement Between the Parties

2.1. Detour.

- A. **Location.** The State will establish the T.H. 90 detour route on the following City street as detailed in the project plans or Special Provisions:
Stage 1 – 14th Street NW for a total distance of 1.05 miles.

- B. *Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the City for changes to the detour route. If such change increases the State's total payment amount over the maximum obligation in Article 3.3.B, the Agreement will be amended.
- C. *Axle Loads and Over-Dimension Loads.*** The City will permit 10 ton axle loads on the detour route. Oversize/Overweight (OSOW) loads may be permitted on a case-by-case basis with City coordination.
- D. *Traffic Control Devices.*** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. *Duration.*** The State will provide the City with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. *Maintenance.*

- A.** The City will maintain the portion of the detour that is on City streets, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at Rochester.
- B. *City's Failure to Adequately Maintain.*** If the City fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State will be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 90 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the City under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the State against the City for any breach of agreement.

2.3. *Basis of State Cost.*

- A. *Road Life Consumed.*** The State will reimburse the City for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
 - i.** The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the city street length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
 - ii.** The City may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The City will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".
- B. *Maintenance Costs.*** The State's detour maintenance cost will be equal to 115% of the amount computed by using the "Gas Tax Method" formula under Section 2.3.A, since the city streets are not designed to support 10-ton axle loads, and additional maintenance can be expected.

3. Payment

The State's payment consists of the sum of the road life consumed and maintenance amounts.

3.1. For Road Life Consumed. The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Stage</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
Stage 1	0.00513	6,645	1.05	126	\$4,509.95
Road Life Consumed Amount:					<u>\$4,509.95</u>

3.2. For Maintenance. **\$5,186.44** is the State's estimated cost for detour maintenance based on 115% of the "Gas Tax Method" amount.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the City under this Agreement.

3.3. Total Payment and Maximum Obligation.

- A. **\$9,696.39** is the State's estimated payment for road life consumed (**\$4,509.95**) and maintenance (**\$5,186.44**).
- B. **\$25,000.00** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.4. Conditions of Payment. The State will pay the City the State's total road life consumed and maintenance payment amount after performing the following conditions.

- A. Execution of this Agreement and the City's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the City of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the City for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the City releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the City streets used as a T.H. 90 detour to as good condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Joe Denny, Assistant Agreement Coordinator (or successor)
Address: 2900 48th St NW, Rochester, MN, 55901
Telephone: 507-286-7510
E-Mail: joseph.denny@state.mn.us

5.2. The City's Authorized Representative will be:

Name, Title: Steven Lang, Director of Public Works (or successor)
Address: 500 4th Ave NE, Austin, MN 55912
Telephone: 507-437-9949
E-Mail: slang@ci.austin.mn.us

6. Assignment; Amendments, Waiver; Contract Complete

6.1. *Assignment.* No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

6.2. *Amendments.* Any amendment 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.

6.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

6.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The City and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the City.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City 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 this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000752392

CITY OF AUSTIN

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF AUSTIN

RESOLUTION

IT IS RESOLVED that the City of Austin enter into MnDOT Agreement No. 1056472 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the use and maintenance of 14th Street NW as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 90 and Trunk Highway No. 105 from Trunk Highway No. 90 from 350' west of Trunk Highway No. 105 to 1300' east of T.H. 218/21st St under State Project No. 5080-170 (T.H. 90=009).

IT IS FURTHER RESOLVED that the Mayor, Stephen M. King _____
(Title)
and the City Recorder, Tom Dankert _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Austin at an authorized meeting held on the 1st _____ day of April _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
1st _____ day of April _____, 2024

Notary Public _____

My Commission Expires _____

_____ (Signature)

Stephen M. King
(Type or Print Name)

Mayor
(Title)

_____ (Signature)

Tom Dankert
(Type or Print Name)

City Recorder
(Title)

RESOLUTION NO.

ACCEPTING DONATIONS TO THE CITY OF AUSTIN

WHEREAS, the City has received gift as follows:

Gift	Donor	For
\$1,000	Baldus Family	Park Bench
\$500	Marlin Anderson	Park Bench
\$1,000	Thomas Madson	Park Bench
\$700	Disc Golf Club	Disc Golf Fund
\$240	Disc Golf Club	Disc Golf Fund
\$500	Friends of the Austin Public Library	Page Turners
\$150	Mahlon & Karen Schneider	2024 Flower Program

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

Passed by a vote of yeas and nays this 1st day of April, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

**City of Austin
Zoning Department**



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

Memorandum

To: Mayor and City Council

Cc: Custodio & Jeorgina Serrano
52094 250th St, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 802 14th St NE, Serrano Property

Date: March 28, 2024

May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of refuse and junk at 802 14th St NE. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You



March 4th, 2024

Custodio & Jeorgina Serrano
52094 250th St
Austin, MN 55912

RE: Zoning Violations at 802 14th St NE Austin, MN 55912

Dear Custodio & Jeorgina:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on March 4th, 2024 this site and the following issues need to be resolved:

Remove all junk from property

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

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

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

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

B. Public nuisances affecting health

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

D. Public nuisances affecting peace and safety.

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

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

NOTICE AND ABATEMENT.

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

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

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

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

City Code Section 10.14, Subd. 5:

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

City Code Section 10.14, Subd. 6:

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

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

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

Sincerely,



Brent Johnson
Zoning Inspector

TIME STAMP





802
14th St
NE