

A G E N D A
CITY COUNCIL MEETING
MONDAY, MAY 6, 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 April 15, 2024
- 3. Recognitions and Awards
Buddy Poppy Day Proclamation

- (mot) 4. *Consent Agenda

Licenses:

Outside Liquor Sales: Eagles on Wednesdays from June 5 – August 28, 2024
Outside Liquor Sales: Eagles on July 5, 2024
Outside Liquor Sales: Eagles on August 2, 2024
Liquor Catering: Bicabut, Inc, 113 2nd Avenue NE
Sign Installer: Scenic Sign Corporation, St. Cloud, MN
Tree Service: Adam B. Meyer Construction Co LLC, 2907 17th Street SE
Mobile Business: Mimi's Cones, 1208 10th Avenue SW
Mobile Business: Linos Taqueria LLC, Rochester, MN
Temporary Liquor: Austin Area Chamber of Commerce on July 16, 2024
Tobacco: (transfer): Everest Apollo Gas & Liquor LLC, 903 W Oakland Ave
Tobacco: (transfer): Everest Apollo Gas & Liquor LLC, 901 W Oakland Ave
Tobacco: (transfer): Everest Apollo Gas LLC, 3011 W Oakland Ave
Gas Station: (transfer): Everest Apollo Gas & Liquor LLC, 901 W Oakland Ave
Gas Station: (transfer): Everest Apollo Gas LLC, 3011 W Oakland Ave
Edible Cannabinoid (transfer): Everest Apollo Gas & Liquor LLC, 903 W Oakland Ave
Edible Cannabinoid (transfer): Everest Apollo Gas & Liquor LLC, 901 W Oakland Ave
Edible Cannabinoid (transfer): Everest Apollo Gas LLC, 3011 W Oakland Ave

Appointments to Board and Commissions:

Oballa Oballa to the Housing and Redevelopment Authority Board – term expiring
December 31, 2026

Claims:

- a. Pre-list of Bills
- b. Financial Report
- c. Credit Card Report

Event Applications:

Mental Health Walk on May 18, 2024
Graduation Open House on June 9, 2024
2nd Annual Recovery Walk on September 14, 2024
Eagles Car Cruise in on Wednesdays from June 5 – August 28, 2024
Eagles Parking Lot Party on July 5, 2024
Eagles Parking Lot Party on August 2, 2024

PUBLIC HEARINGS:

- (res) 5. Reviewing a Tax Abatement Application from Jeffrey M. & Nan E. Hanegraaf
a. Approval or Denial of Abatement
- (res) 6. Reviewing a Tax Abatement Application from Greg & Courtney Hackensmith/Pinewood Builders, LLC
a. Approval or Denial of Abatement
- (res) 7. Reviewing a Tax Abatement Application from David Anderson
a. Approval or Denial of Abatement
- (res) 8. Reviewing a Tax Abatement Application from David Hillier/Turtle Creek Construction
a. Approval or Denial of Abatement

BID OPENING AND AWARD:

- (res) 9. Receiving Bids for Airport Fuel System Replacement
a. Awarding Bid

PETITIONS AND REQUESTS:

- (res) 10. Approval of Austin Associates Organization (AAO) Memorandum of Agreement for Take Home Vehicles
- (res) 11. Approving an Off-Sale Liquor License Transfer to Everest Apollo Gas & Liquor LLC dba Apollo Liquor
- (res) 12. Approving an Off-Site Gambling License for American Legion Post 91 at the Mower County Fair
- (res) 13. Affirming Participation in the Office of the State Auditor's Voluntary 2024 Performance Measurements Program
- (mot) 14. Approving Ice Removal at Riverside Arena
- (res) 15. Approving Storm Sewer Inventory Project
- (res) 16. Approving an Airport T-Hangar, Entitlement Transfer. (Walker)
- (res) 17. Approving an Airport T-Hangar, Entitlement Transfer. (Wadena)

- (res) 18. Approving Engineering Services for Airport Fuel System Replacement
- (res) 19. Accepting Donations to the City of Austin

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator

City Council

- (mot) Adjourn to **Monday, May 20, 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
April 15, 2024
5:30 PM
Council Chambers

MEMBERS PRESENT: Mayor Steve King, Council Members Paul Fischer, Laura Helle, Michael Postma, Geoff Baker and Council Member-at-Large Jeff Austin

MEMBERS ABSENT: Council Member Jason Baskin, Council Member Joyce Poshusta

STAFF PRESENT: City Administrator Craig Clark, Director of Administrative Services Tom Dankert, City Attorney Craig Byram, Planning and Zoning Administrator Holly Wallace, Detective Brant Strouf, Public Works Director Steven Lang, Parks and Recreation Director Jason Schon, Human Resources Director Tricia Wiechmann, and Library Director Julie Clinefelter, Assistant City Engineer Mitch Wenum, and City Clerk Brianne Wolf

APPEARING IN PERSON: Austin Daily Herald, KAUS Radio, Honorary Council Member Miguel Garate

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

Moved by Council Member Fischer seconded by Council Member-at-Large Austin approving the agenda. Carried.

Moved by Council Member Baker seconded by Council Member Fischer approving Council minutes from April 1, 2024. Carried.

AWARDS AND RECONGNITIONS

Mayor King read the Arbor Day proclamation.

CONSENT AGENDA

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

Licenses:

Mobile Business: Praeliza Fusion Kitchen, Albert Lea, MN
Mobile Business: Cheverri Delicious Pupusas, Fairbault, MN
Mobile Business: Chencho's Antojitos, Fairbault, MN
Temporary Liquor: Pacelli PTCA – UCSF, May, 4 2024
Temporary Liquor: VFW Post 1216, July 3 & 4, 2024

Temporary Liquor: VFW Post 1216, August 17, 2024
Tree Service: Koehler's Yard Service, Inc, Austin, MN
Tobacco (transfer): The Market at Austin, LLC, 301 11th St NE
Tobacco (transfer): Austin Spirits, LLC, 205 11th St NE
Tobacco: One Stop Liquor and Tobacco, 902 12th Street SW

Appointments to Boards and Commissions:

Preston Bain to the Parks & Rec Board – term expiring December 31, 2025

Claims:

- a. Pre-list of Bills.
- b. Financial Report.
- c. Credit Card Report.

Event Applications:

YMCA Healthy Kids Day, Color Run on April 20, 2024
Community Disability Connection Day on May 16, 2024
VFW Post 1216 16th Annual Armed Forces Day Car Show on May 18, 2024
Taste of Nations on May 18, 2024
Independence Day Parade on July 4, 2024
Downtown Farmers Market, May 20, 2024 – October 28, 2024
River Rats Car Club on August 16, 2024

Carried.

AWARDING BIDS

Public Works Director Steven Lang relayed information on the 10-Unit T-Hangar construction project at the Austin Municipal Airport. Mr. Lang stated that when they receive federal dollars on a project such as this, they are required to have a DBE (Disadvantaged Business Enterprise Program) goal. The contractors bidding on this project were asked to submit documentation of their good faith efforts to secure DBE subcontractors to meet the 6.4% advertised DBE goal for the project.

Mr. Lang recommends awarding the bid to The Joseph Company as they were the only company that obtained the DBE goal. The bid is in the amount of \$1,873,274.70.

Council Member Baker asked if this is a goal and not a requirement and Mr. Lang stated that this is correct.

Moved by Council Member Fischer seconded by Council Member Helle, adopting a resolution awarding the bid for Airport T-Hangar Project to The Joseph Company. Carried 4-1 (Baker Nay)

Assistant City Engineer Mitch Wenum relayed information on the 8th Street NE and Institute Lift Station Project. He stated that one bid was rejected due to an incomplete bid. He stated Ulland Brothers was the low bidder. The bid for Ulland Brothers was \$2,464,584.00. Mr. Wenum recommends awarding the bid to Ulland Brothers.

Moved by Council Member Baker seconded by Council Member Postma adopting a resolution awarding the bid for 8th Street and Lift Station Reconstruction Project to Ulland Brothers, Inc. Carried 5-0

Mr. Wenum requested quotes from three contractors for street striping and received only one quote back. This quote was from Sir-Lines-A-Lot. This company has performed work for the City in previous years. The bid came in at \$14,240.90. Mr. Wenum stated this quote is higher than last year but the cost of paint has risen. Mr. Wenum recommends awarding the bid for street striping to Sir-Lines-A-Lot

Moved by Council Member Baker, seconded by Council Member Postma, adopting a resolution awarding the bid for street striping to Sir-Lines-A-Lot. Carried 5-0

Parks, Recreation and Forestry Director Jason Sehon spoke about sandblasting the main pool and the repainting it as the current paint is chipping off. He stated it is not in the budget this year to fix the pool. The P&R department has had staff pressure washing the pool trying to get this paint off. The paint that is not coming off and is creating a cut hazard.

Mr. Sehon stated they have been looking for quotes to sand blast the main pool area. He received two quotes for the project that would be able to do the work prior to the pool season. He is recommending to contract with Anderson Sand Blasting. The bid from Anderson Sand Blasting came in at \$44,779.00. Mr. Sehon stated that the P&R crew will order the paint and apply this themselves to save on costs.

He stated the total cost for sandblasting, painting, and labor are estimated to be \$123,001.00. Mr. Sehon is requesting this project be funded with the Building Fund allocations. Mr. Sehon did email the P&R Board to notify them of the situation. Mr. Sehon is looking at a pool assessment for the future to assess the needs at the municipal pool and future costs.

Council Member-at-Large Austin asked about the previous painting company and if we have looked into their warranty. City Attorney Craig Byram stated they are looking at a recourse for the previous contractor. He explained that the previous paint was not blasted off and the new paint did not adhere together. Council Member Fischer stated that staff repaired the pools last year. Mr. Sehon addressed that this was the kiddie pool that they had to fix not the main pool.

Moved by Council Member Baker, seconded by Council Member Fischer, adopting a resolution awarding the bid for Painting at the Municipal Pool to Anderson Sandblasting Carried 5-0

PETITIONS AND REQUESTS

City Clerk Brianne Wolf stated the designees of the Data Practices Policy need to be updated. Ms. Wolf has updated the City Clerk and added the City Attorney to this listing and is requesting council approval to make these changes.

Moved by Council Member Baker, seconded by Council Member-at-Large Austin, adopting a resolution approving the updates to the designees of the Data Practices Policy. Carried 5-0

City Clerk Brianne Wolf requested council authorize the transfer of an off-sale liquor license from Star Liquor of Austin, Inc. to Austin Spirits, LLC.

Moved by Council Member Fischer, seconded by Council Member Postma, adopting a resolution approving an off-sale liquor license transfer to Austin Spirits, LLC. Carried 5-0

City Clerk Brianne Wolf requested council approve an off-sale liquor license application to Radhe Shyam Corp. dba One Stop Liquor and Tobacco. The City of Austin currently has a limit of 10 off-sale liquor licenses and this establishment would make seven.

Moved by Council Member Postma, seconded by Council Member Fischer, adopting a resolution approving an off-sale liquor license to Radhe Shyam Corp. dba One Stop Liquor and Tobacco. Carried 5-0

City Clerk Brianne Wolf requested council authorize the expansion of the Hy-Vee Inc. liquor license to their patio area east of their building.

Moved by Council Member Postma, seconded by Council Member Fischer, adopting a resolution approving the expansion of the Hy-Vee liquor license. Carried 5-0

Public Works Director Steven Lang proposed that SEH provide the construction administration, inspection, and geotechnical services for the 10-Unit T-Hangar project at the Austin Municipal Airport. Mr. Lang stated that SEH would be working with Braun Intertec on this project. The proposed amount for the consulting services would be \$98,600.

Moved by Council Member Baker, seconded by Council Member-at-Large Austin, adopting a resolution approving the agreement with SEH for consulting on the 10-Unit T-Hangar Project. Carried 5-0

Public Works Director Steven Lang relayed information on the Anderson Farm Lease Agreement. He is recommending extending a 3-year lease agreement with Loucks Farms from 2024-2026 for 32 acres at \$195 per acre.

Moved by Council Member Baker, seconded by Council Member Postma, adopting a resolution approving the Anderson Farm Lease agreement with Loucks Farms. Carried 5-0

City Administrator Craig Clark stated the previous Sicora contract did not include meals, lodging, and travel costs. Mr. Clark is bringing it back for council approval.

Moved by Council Member Baker, seconded by Council Member-at-Large Austin, adopting a resolution approving the amendment to the Sicora Consulting Contract. Carried 5-0

Moved by Council Member Fischer, seconded by Council Member Postma, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 615 14th St NE, Beadle Property. Carried.

Moved by Council Member Fischer, seconded by Council Member Postma, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 1005 8th St NW, Fink Property. Carried.

Moved by Council Member Baker, seconded by Council Member Fischer, to grant the Planning and Zoning Department the power to contract for the removal of an abandoned sign located at 102 Main St S, Jaguar Communications, LLC C/O CMN-RUS, LLC. Carried.

REPORTS AND RECOMMENDATIONS

Council Member Postma gave a reminder that Discover Austin and Life Mower County will be hosting the Beer Bacon and Beignets event. He recommends getting tickets to this event.

Mayor King read a statement from the closed session on April 1st in regards to City Administrator Craig Clark's performance review.

Moved by Council Member Baker seconded by Council Member-at-Large Austin adjourning the meeting to May 6, 2024. Carried.

Adjourned: 6:09 p.m.

Approved: May 6, 2024

Mayor: _____

City Recorder: _____

From the Office of the Mayor



500 Fourth Avenue NE
Austin, Minnesota 55912-3773
Phone: 507-437-9965
Fax: 507-434-7197
www.ci.austin.mn.us

Proclamation

WHEREAS: *The annual distribution of Buddy Poppies by the Veterans of Foreign Wars of the United States has been officially recognized and endorsed by governmental leaders since 1922; and*

WHEREAS: *VFW Buddy Poppies are assembled by disabled veterans, and the proceeds of this worthy fundraising campaign are used exclusively for the benefit of disabled and needy veterans and the widows and orphans of deceased veterans; and*

WHEREAS: *The basic purpose of the annual distribution of Buddy Poppies by the Veterans of Foreign Wars is eloquently reflected in the desire to "Honor the Dead by Helping the Living."*

NOW, THEREFORE, *I, Stephen M. King, Mayor of the City of Austin, Minnesota do hereby proclaim May 24 – 25th, 2024 as:*

BUDDY POPPY DAYS

And I urge all patriotic citizens to wear a Buddy Poppy as mute evidence of our gratitude to the men and women of this country who have risked their lives in defense of the freedoms which we continue to enjoy as American citizens.



Stephen M. King
Mayor

HOUSING TAX ABATEMENT APPLICATION

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

Property Owner / Applicant: Jeffrey M. & Nan E. Hanegraaf

Current Address: 1302 20th St NE Austin MN 55912

Telephone: (507) 438-1571 E-Mail: nhanegraaf@gmail.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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Is this application for an existing housing unit you intend to move to this parcel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If YES, where is the unit being relocated from?</i> <input type="checkbox"/> Outside Mower County OR <input type="checkbox"/> Within Mower County but currently unlivable		
Project Address: <u>2009 13th AVE NE</u>		
Project Legal Description: <u>Nature Ridge Lot 5 Block 4</u>		
Parcel Number: <u>34,465,0309</u>		Estimated Project Valuation: <u>\$ 300,000</u>

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.

Nan E. Hanegraaf Jeff Hanegraaf 4/15/24
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:

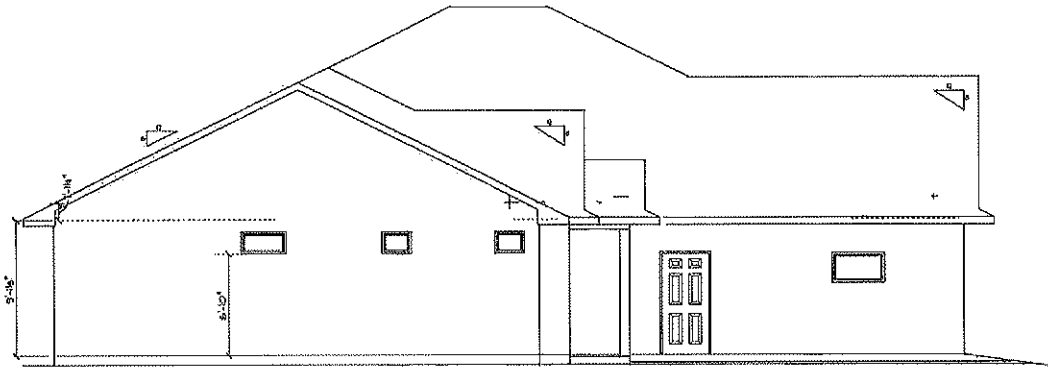
Mower County Administration
201 1st Street NE, Suite 9, Austin MN 55912
507-437-9549
Office Hours: M-F 8 a.m. – 4:30 p.m.
deniseb@co.mower.mn.us

Notice – City of Austin Housing Projects

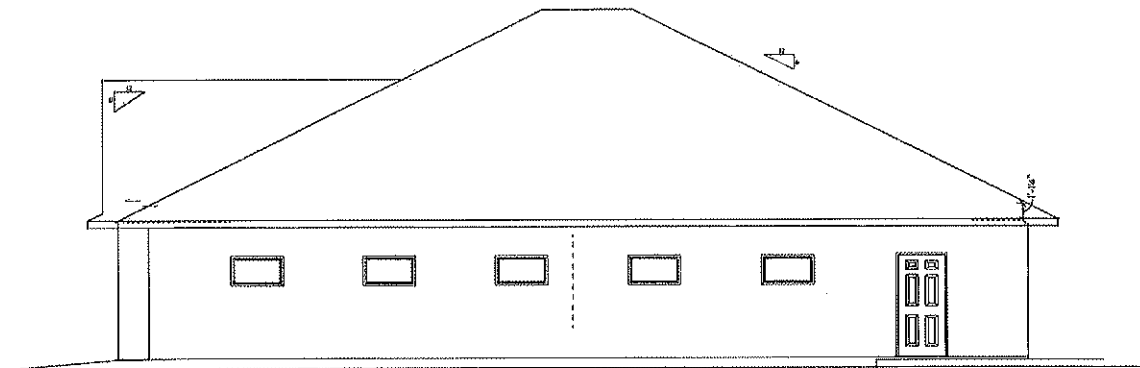
This application must be approved prior to the building permit being issued by the City of Austin.



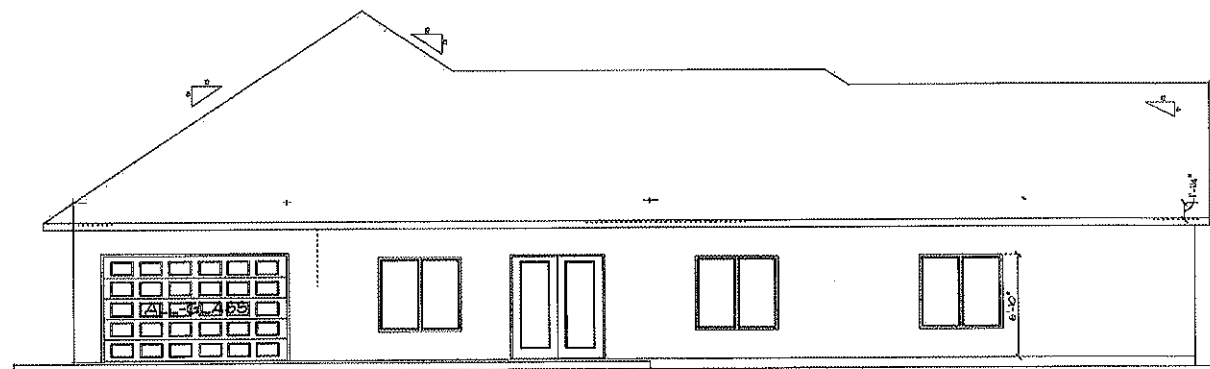
PRELIM. FRONT ELEV.



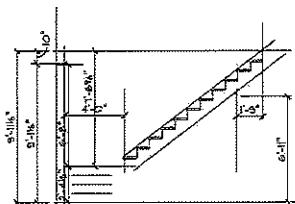
PRELIM. LEFT ELEV.

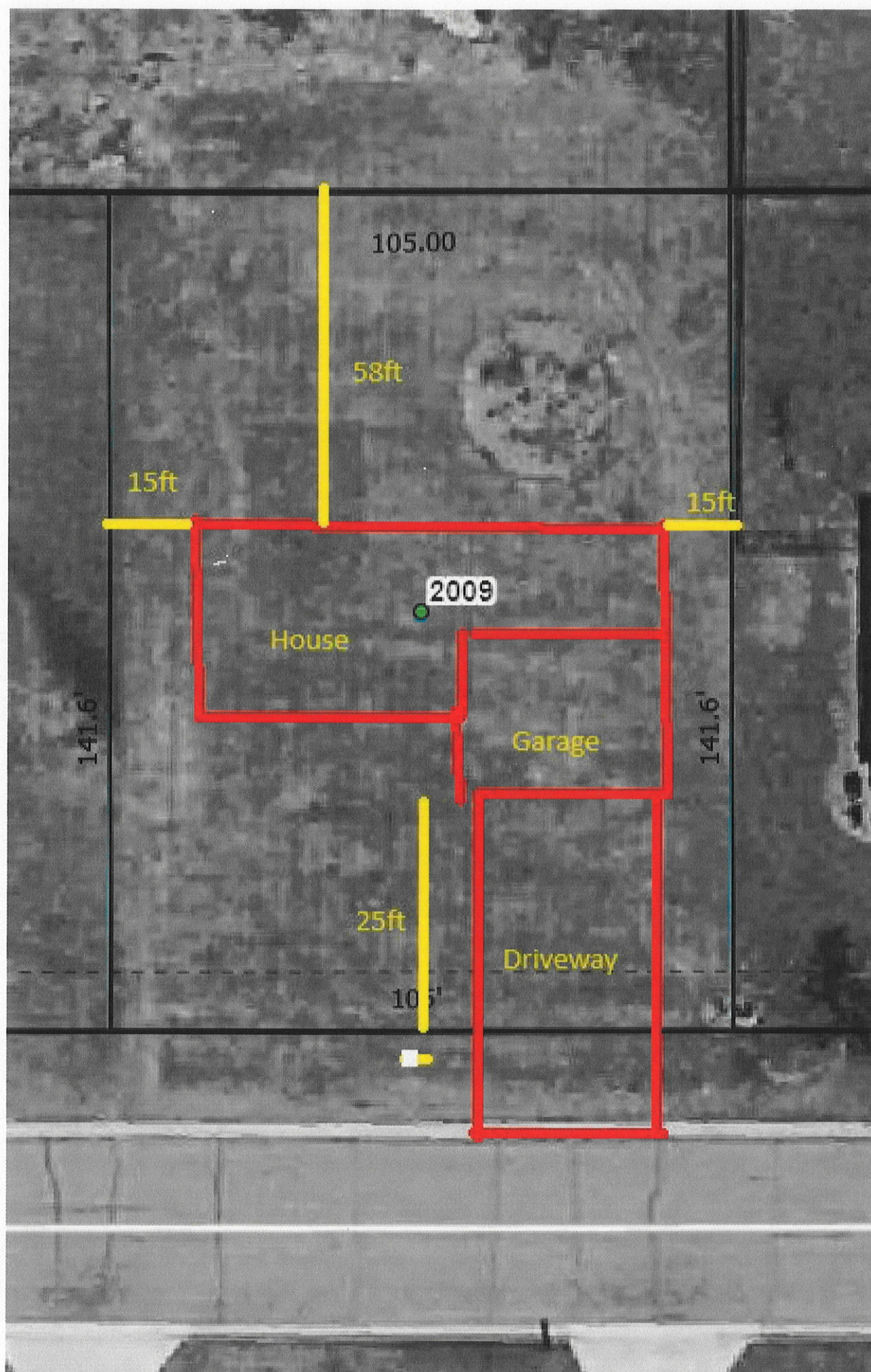


PRELIM. RIGHT ELEV.



PRELIM. REAR ELEV.





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, Jeffrey M. & Nan E. Hanegraaf is the owner of certain property within the City of Austin legally described as follows:

Lot 5, Block 4, Nature Ridge Addition, City of Austin, County of Mower

WHEREAS, Jeffrey M. & Nan E. Hanegraaf has made application to the City of Austin for the abatement of taxes as to the above-described parcel; and

WHEREAS, Jeffrey M. & Nan E. Hanegraaf 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 6th day of May, 2024.

Yeas

Nays

ATTEST:

APPROVED

City Recorder

Mayor

HOUSING TAX ABATEMENT APPLICATION

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

Property Owner / Applicant: PineWood Builders LLC, Greg & Courtney Hackensmith

Current Address: 1807 3rd Ave NE, Austin MN 55912

Telephone: 507-440-1628

E-Mail: gjhackensmith@gmail.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
footprint plan for single story on slab provided, detailed bldg plan still being drafted		<input type="checkbox"/> Other:
Is this an application for a replacement of an existing housing unit on the same parcel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Is this application for an existing housing unit you intend to move to this parcel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If YES, where is the unit being relocated from?</i> <input type="checkbox"/> Outside Mower County OR <input type="checkbox"/> Within Mower County but currently unlivable		
Project Address: <u>NA, Per city of Austin Address will be assigned when bldg. permit is pulled</u>		
Project Legal Description: <u>Villas San Fernando Block 003 Lots 7+8 old #08.055.0190</u>		
Parcel Number: <u>34.751.0190</u>		Estimated Project Valuation: <u>\$325,000</u>

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.

Greg Hackensmith
Signature of Applicant(s)

3-27-24
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:

Notice – City of Austin Housing Projects

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

Mower County Administration
201 1st Street NE, Suite 9, Austin MN 55912
507-437-9549
Office Hours: M-F 8 a.m. – 4:30 p.m.
deniseb@co.mower.mn.us

Pinewood Builders, LLC
GIS Site Plan
34.751.0190





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, Greg & Courtney Hackensmith/Pinewood Builders, LLC is the owner of certain property within the City of Austin legally described as follows:

Lots 7 & 8, Block 3, Villas San Fernando Addition, City of Austin, County of Mower

WHEREAS, Greg & Courtney Hackensmith/Pinewood Builders, LLC has made application to the City of Austin for the abatement of taxes as to the above-described parcel; and

WHEREAS, Greg & Courtney Hackensmith/Pinewood Builders, LLC has met the statutory requirements outlined under Minnesota Statute 469.1813 Subdivision (1) and Subdivision 2(i) as well as the Austin Home Initiative guidelines for abatement;

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

The City of Austin does hereby grant an abatement of the City of Austin's share of real estate taxes upon the above-described parcel for the construction of a 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 6th day of May, 2024.

Yeas

Nays

ATTEST:

APPROVED

City Recorder

Mayor

HOUSING TAX ABATEMENT APPLICATION

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

Property Owner / Applicant:

David Anderson

Current Address:

1103 26th St SW Austin MN 55912

Telephone:

507-219-3467

E-Mail:

dave@andersonconstructionmn.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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Is this application for an existing housing unit you intend to move to this parcel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, where is the unit being relocated from? <input type="checkbox"/> Outside Mower County OR <input type="checkbox"/> Within Mower County but currently unlivable		
Project Address: 2806 9th AV SW		
Project Legal Description: Orchard Creek Lot 004 Block 003		
Parcel Number: 34.558.0404	Estimated Project Valuation: \$ 350,000.	

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

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

David Anderson

3-1-24

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:

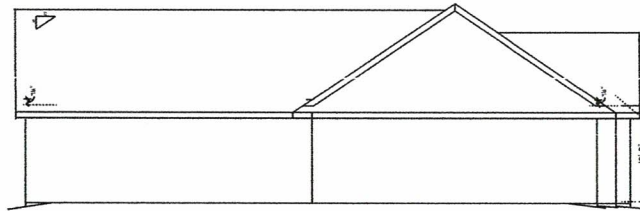
Mower County Administration
201 1st Street NE, Suite 9, Austin MN 55912
507-437-9549
Office Hours: M-F 8 a.m. – 4:30 p.m.
deniseb@co.mower.mn.us

Notice – City of Austin Housing Projects

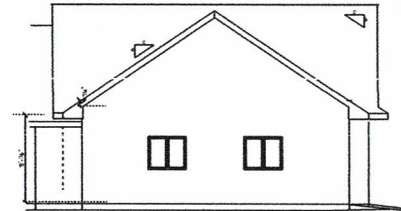
This application must be approved prior to the building permit being issued by the City of Austin.



FRONT ELEVATION

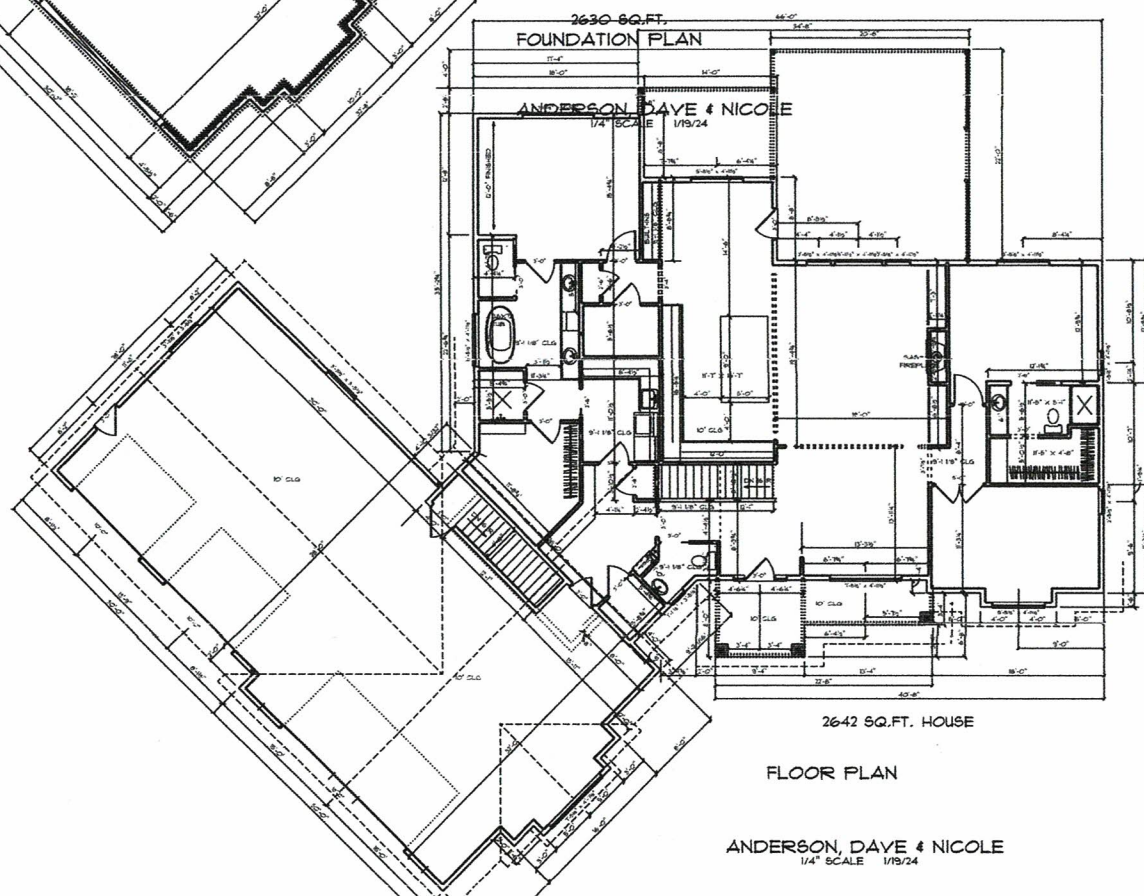


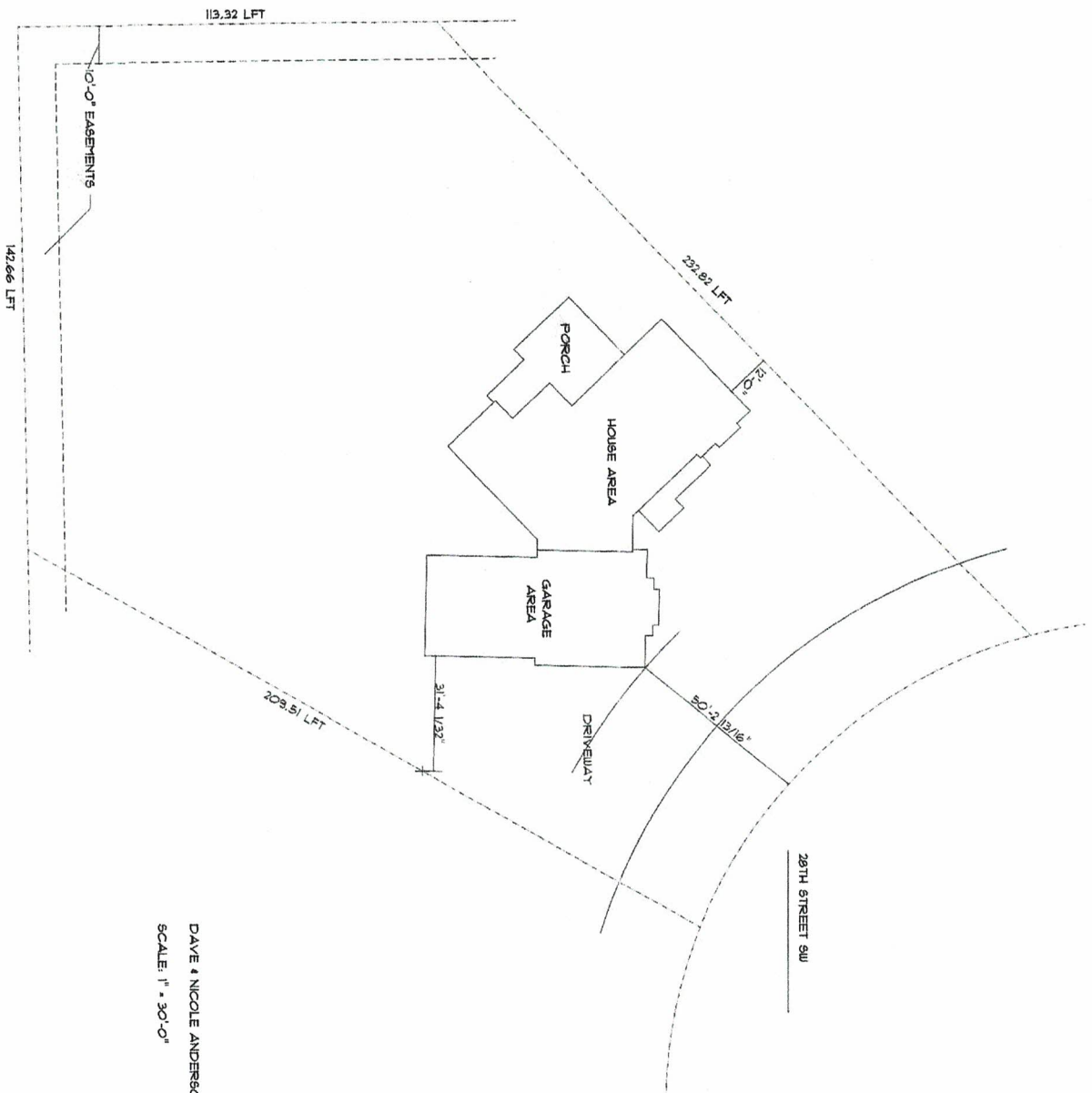
GARAGE FRONT ONLY



GARAGE ONLY LEFT ELEVATION

ANDERSON, DAVE & NICOLE
1/4" SCALE 1/19/24





DAVE & NICOLE ANDERSON
SCALE: 1" = 30'-0"

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, David Anderson is the owner of certain property within the City of Austin legally described as follows:

Lot 4, Block 3, Orchard Creek Addition, City of Austin, County of Mower

WHEREAS, David Anderson has made application to the City of Austin for the abatement of taxes as to the above-described parcel; and

WHEREAS, David Anderson 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 6th day of May, 2024.

Yeas

Nays

ATTEST:

APPROVED

City Recorder

Mayor

HOUSING TAX ABATEMENT APPLICATION

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

Property Owner / Applicant: David Hillier Revocable Living Trust / Turtle Creek - Lance Pogones

Current Address: 701 18th Ave NW, Austin, MN 55912

Telephone: 507 438 1653 - Lance
507 438 3238 - David

E-Mail: lancep@ppawstin.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 <input checked="" type="checkbox"/> New Construction ("stick build") <input type="checkbox"/> Modular <input type="checkbox"/> Manufactured on permanent foundation <input type="checkbox"/> Shouse		Multi-family Complex <input type="checkbox"/> Duplex <input checked="" type="checkbox"/> Townhomes <input type="checkbox"/> Apartment Building <input type="checkbox"/> Other:
Is this an application for a replacement of an existing housing unit on the same parcel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Is this application for an existing housing unit you intend to move to this parcel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, where is the unit being relocated from? <input type="checkbox"/> Outside Mower County OR <input type="checkbox"/> Within Mower County but currently unlivable		
Project Address: <u>3000 + 3002 15th Ave SW, Austin, MN 55912</u>		
Project Legal Description: <u>lot 1 + lot 2 Block 2 meadows,</u>		
Parcel Number: <u>34,742.0070 34,742.0080</u>		Estimated Project Valuation: \$ <u>350,000</u>

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.

David Hillier (Revocable Living Trust) Lance Pogones 4/5/2024
Signature of Applicant(s) Date

FOR OFFICE USE ONLY: ELIGIBLE / APPLICABLE APPROVALS

Mower County

Date:

☐ City or ☐ Township of

Date:

School District of

Date:

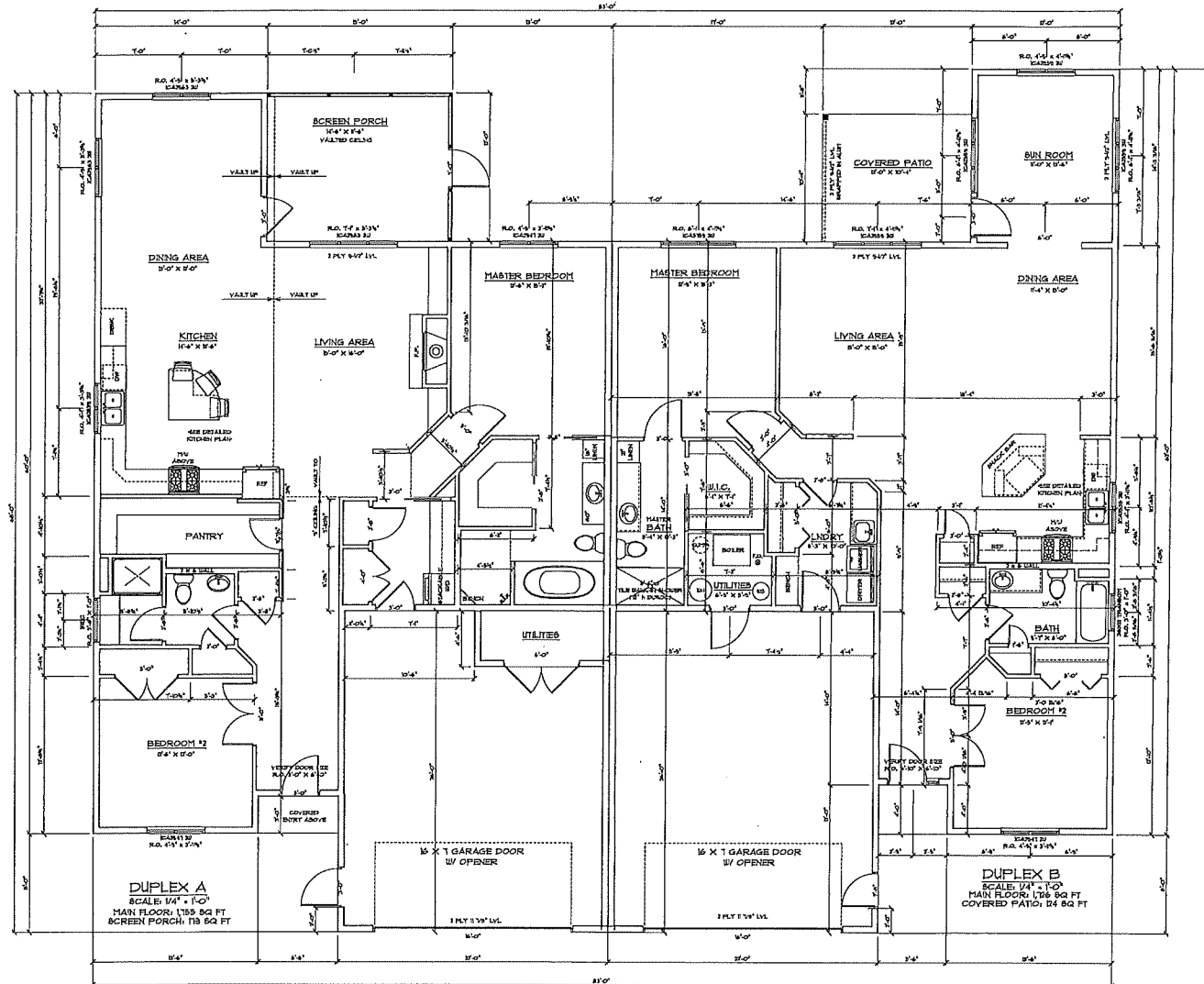
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Please submit completed application with attachments to:

Notice – City of Austin Housing Projects

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

Mower County Administration
201 1st Street NE, Suite 9, Austin MN 55912
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Office Hours: M-F 8 a.m. – 4:30 p.m.
deniseb@co.mower.mn.us



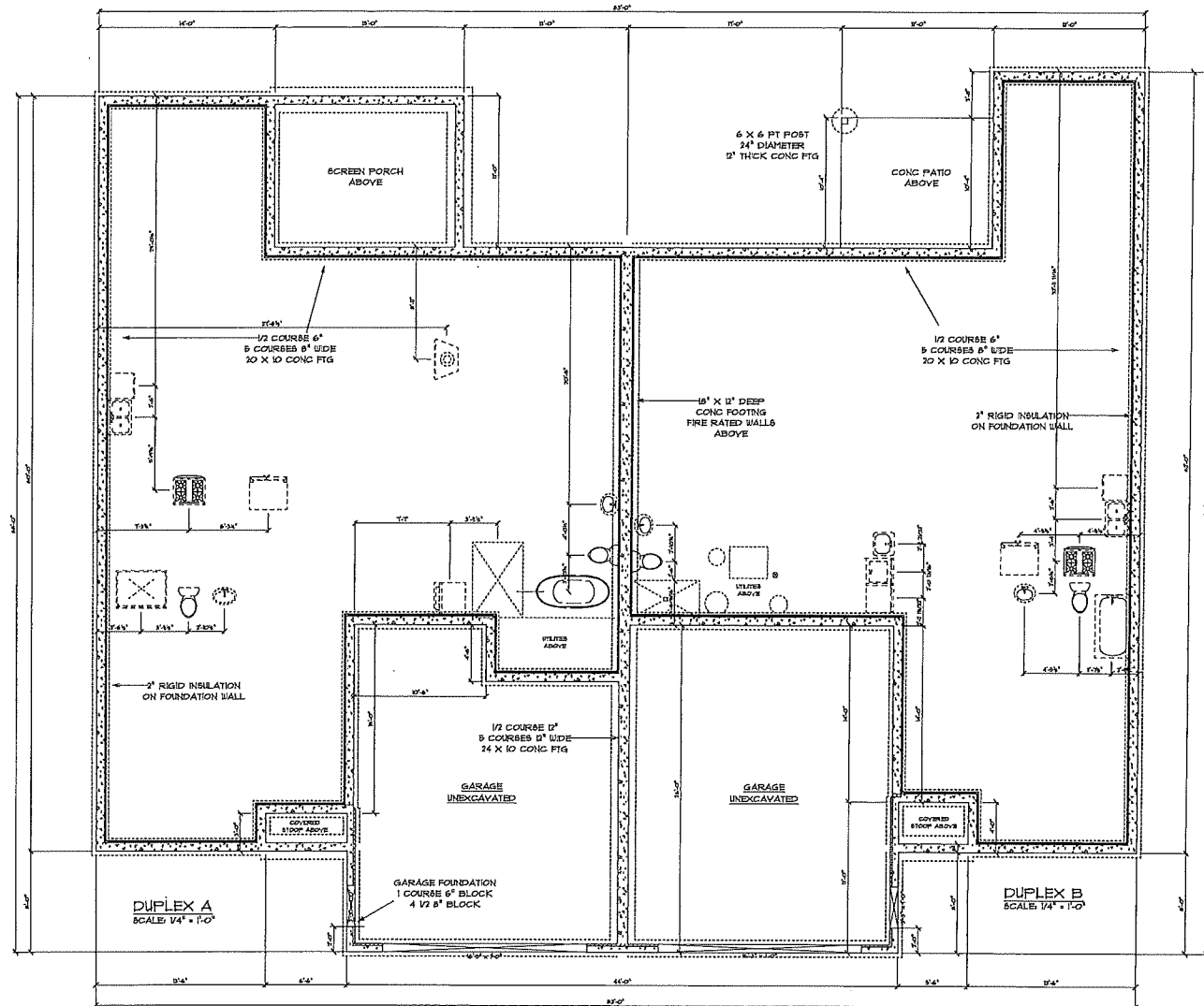
*** NOTE: BEFORE START OF CONSTRUCTION, VERIFY PLAN FOR REVISIONS WITH OWNER & FREEBORN LBR ***

SEPT - DUPLEX "A" SHOWN WITH PORCH DOOR TO BAL. AND PATIO. PLY DOOR TO 3RD FLOOR.

FREEBORN LUMBER CO.
DESIGNING YOUR DREAMS.

Turtle Creek-Nelson

THIS PLAN IS THE PROPERTY OF FREEBORN LUMBER CO. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF FREEBORN LUMBER CO. ANY REVISIONS TO THIS PLAN MUST BE APPROVED BY FREEBORN LUMBER CO. IN WRITING. THE OWNER ACCEPTS THE PLAN AS SHOWN AND RELEASES FREEBORN LUMBER CO. FROM ALL LIABILITY FOR ANY ERRORS OR OMISSIONS. THE PLAN IS BASED ON THE ASSUMPTION THAT ALL DIMENSIONS ARE AS SHOWN AND THAT ALL MATERIALS AND METHODS OF CONSTRUCTION ARE AS SPECIFIED. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF FREEBORN LUMBER CO.

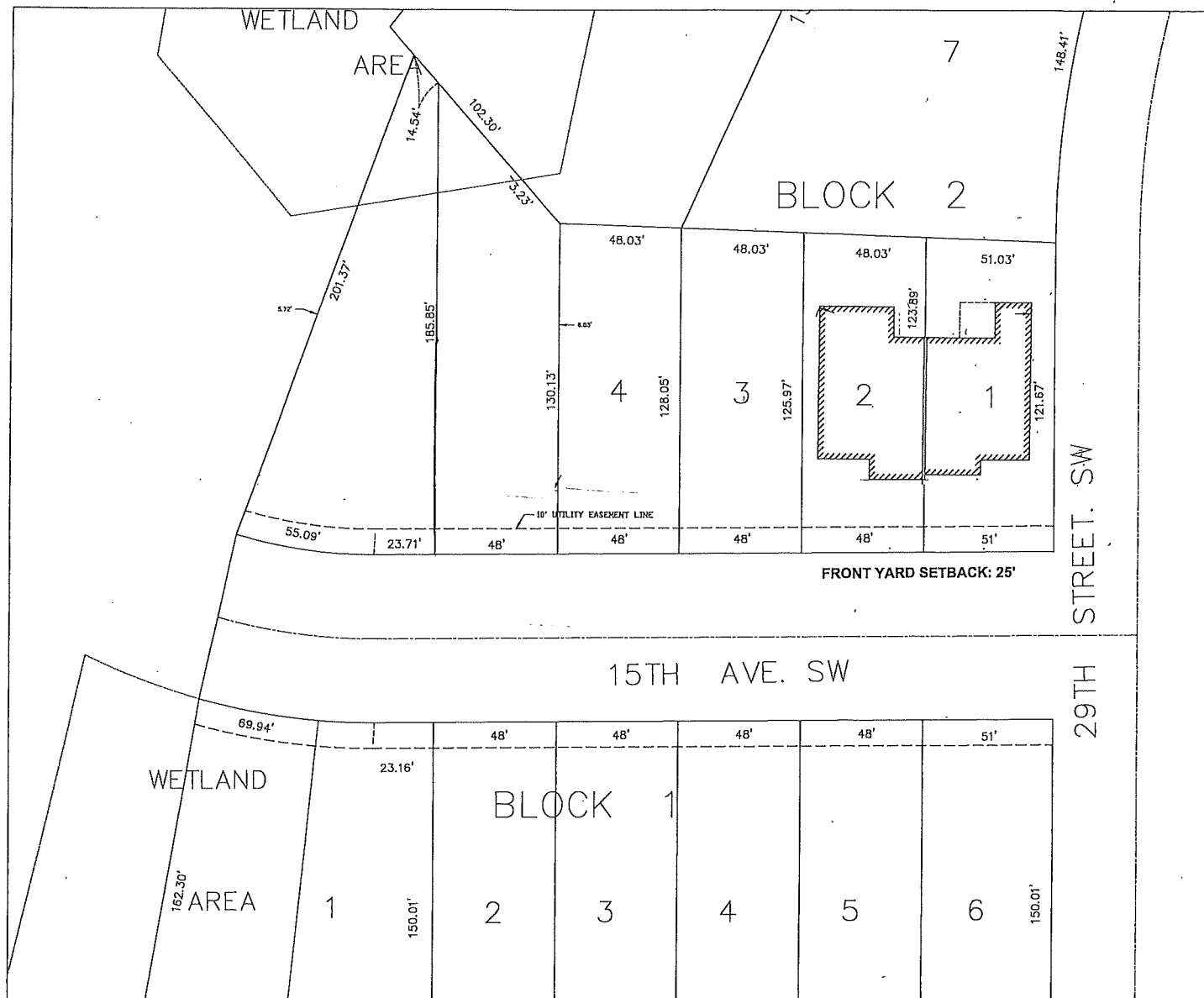


FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

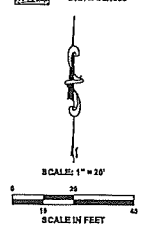
NOTE: CHANGES TO CHANGED FROM PERIOD DOWN TO 100% AND 100% PERIOD DOWN TO 100% PERIOD

FREEBORN LUMBER CO. DESIGNING YOUR DREAMS		SCALE: 1/4" = 1'-0" DATE: 12-17-17	PROJECT: 100% PREPARED BY: J. NELSON CHECKED BY: J. NELSON APPROVED BY: J. NELSON
100% CHANGES TO CHANGED FROM PERIOD DOWN TO 100% AND 100% PERIOD DOWN TO 100% PERIOD		100% CHANGES TO CHANGED FROM PERIOD DOWN TO 100% AND 100% PERIOD DOWN TO 100% PERIOD	

The Meadows Block 2 Lot 1 Lot 2

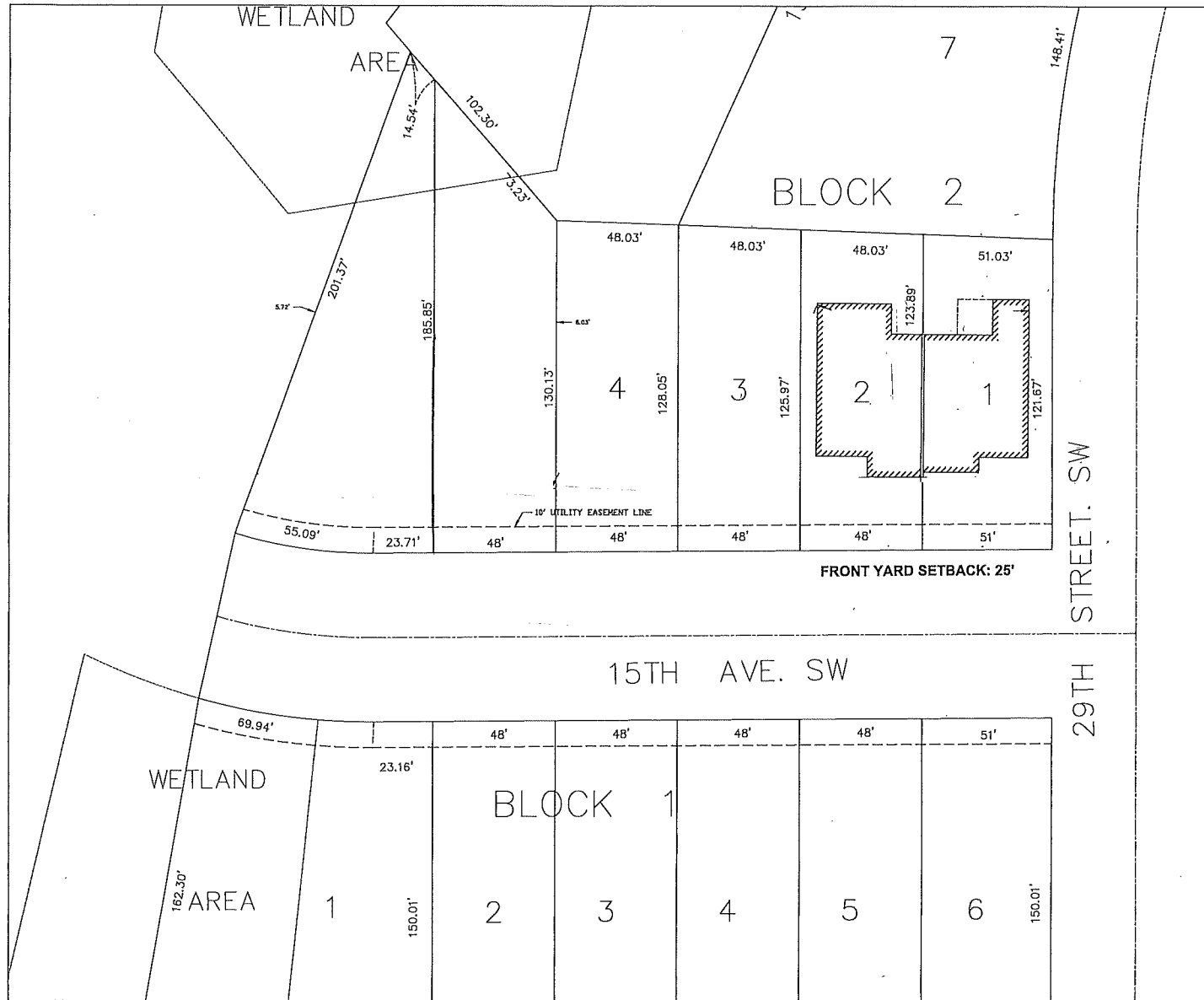


- LEGEND**
- = 50' X 15' Iron stake monument (capped RLS 3144)-Placed
 - = Iron stake monument-Found
 - = Utility Hole
 - = Recorded Plat Distance
 - = Recorded Deed Distance
 - = Measured Distance
 - = Water Main
 - = Sanitary Sewer
 - = Storm Sewer
 - = Gas Main
 - = Underground Telephone
 - = Overhead Telephone
 - = Fiber-Optics
 - = Underground Electric
 - = Overhead Electric
 - = Underground TV
 - = Aerial Landmark
 - = Chain Link Fence
 - = Woven Wire Fence
 - = Control Access
 - = Metal Hand Guard Railing
 - = Flow Direction
 - = Gate Post
 - = Bollards
 - = Soil Boring
 - = Monitoring Well
 - = Hand Hole
 - = Hand Drain
 - = Flag Pole
 - = Sign
 - = Stop Sign
 - = Handicap Sign
 - = Electric Meter
 - = Gas Meter
 - = Fiber-Optics Box
 - = Telephone Pedestal
 - = AC Unit
 - = Refrigeration Unit
 - = Television Pedestal
 - = Water Meter
 - = Light Pole
 - = Flood Light
 - = Power Pole
 - = Guy Anchor
 - = Electric Marker
 - = Gas Marker
 - = Fiber Optics Marker
 - = Gas Main Valve
 - = Fire Hydrant
 - = Water Main Valve
 - = Water Shut-off Valve
 - = Curb Stop
 - = Sprinkler
 - = Water Wall
 - = Tide Ind.
 - = Clean Out
 - = Culvert
 - = Catch Basin & Catch Basin Numbers
 - = Manholes & Manhole Numbers
 - = Elevation Contour Line
 - = Spot Elevation
 - = Run Elevation
 - = Flow Line Elevation
 - = Deciduous Tree
 - = Coniferous Tree
 - = Bush
 - = Concrete Surface
 - = Bituminous Surface
 - = Gravel Surface

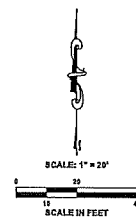


TWIN HOME SITE PLAN			
Owner: Sub: Checked: Date of Plan Work: Prepared: Date of Plan or Map: Notes:	JONES HAUGH SMITH Engineers & Surveyors	515 South Washington Ave. Aberdeen, MD 21007 410 West North Street Owingsville, MD 20691 800-275-4410 800-434-4584	Job No. 17-025 Station: Survey: Sheet: Page:

The Meadows Block 2 Lot 1 Lot 2



- LEGEND**
- 5/8" X 16" Iron stake monument (capped RLS 32848) Placed
 - Iron stake monument-Found
 - Ditch Hole
 - Recorded Plot Distance
 - Recorded Dead Distance
 - Measured Distance
 - Water Main
 - Sanitary Sewer
 - Storm Sewer
 - Gas Main
 - Underground Telephone
 - Overhead Telephone
 - Fiber-Optics
 - Underground Electric
 - Overhead Electric
 - Underground TV
 - Judicial Landmark
 - Chain Link Fence
 - Woven Wire Fence
 - Control Access
 - Metal Hand/Guard Railing
 - Flow Direction
 - Gate Post
 - Ballards
 - Ball Berling
 - Monitoring Well
 - Hand Hole
 - Road Drain
 - Flag Pole
 - Sign
 - Sign
 - Handicap Sign
 - Electric Meter
 - Gas Meter
 - Fiber-Optics Box
 - Telephone Pedestal
 - AC Unit
 - Refrigeration Unit
 - Television Pedestal
 - Water Meter
 - Light Pole
 - Flood Light
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 - Gas Main Valve
 - Fire Hydrant
 - Water Main Valve
 - Water Shut-off Valve
 - Curb Stop
 - Sprinkler
 - Water Well
 - Tire Inlet
 - Clean Out
 - Culvert
 - Catch Basins & Catch Basin Numbers
 - Manholes & Manhole Numbers
 - Elevation Contour Line
 - 1271.23
 - Spot Elevation
 - 1272.03
 - Rim Elevation
 - 1272.24
 - FlowLine Elevation
 - Deciduous Tree
 - Coniferous Tree
 - Bush
 - Concrete Surface
 - Bituminous Surface
 - Gravel Surface



TWIN HOME SITE PLAN

Drawn: R.J.J.		JONES HAUGH SMITH Engineers & Surveyors	415 West North Street Owensboro, KY 42301 607-411-4284	Job No. 17-023
Checked: R.J.J.				Date: -
Date of Field Work: -				Survey: -
Revised: -				Block: -
Date of Plot on Map: 1/20/17				Page: -

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, David Hillier/Turtle Creek Construction is the owner of certain property within the City of Austin legally described as follows:

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

WHEREAS, David Hillier/Turtle Creek Construction has made application to the City of Austin for the abatement of taxes as to the above-described parcel; and

WHEREAS, David Hillier/Turtle Creek Construction has met the statutory requirements outlined under Minnesota Statute 469.1813 Subdivision (1) and Subdivision 2(i) as well at 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.

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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 6th day of May, 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 Engr./Public Works Dir.
507-437-9949
Fax 507-437-7101
slang@ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Steven Lang
Date: April 30, 2024
Subject: Bids – Fuel System Replacement
 CP 24302

The City of Austin has identified in the CIP a project at the Austin Municipal Airport for the replacement of the aircraft fueling system. The project plans and specifications call for removal and replacement of the fuel dispensers, 2-10,000-gallon tanks, concrete and associated piping. Bids were solicited and received on April 22nd, 2024 and the bid results are summarized below:

Contractor	Total Bid	Base Bid	Alternate 1	Alternate 2
Minnesota Petroleum Service	\$742,386.10	\$703,543.10	14,553.00	\$24,290.00
METCO, INC.	\$897,586.00	\$832,810.00	31,620.00	\$33,156.00
Zahl-Petroleum Maintenance Co.	\$1,078,945.88	\$969,008.28	37,638.00	\$72,299.60
Engineer's Estimate	(\$879,145.00)	\$767,185.00	40,000.00	\$71,960.00

- Base Bid: fuel dispensers, 2-10,000-gallon above ground tanks, piping, and concrete
- Alternate 1: automatic tank gauge controller, software, probes, and sensors
- Alternate 2: cleaning and removal of the existing underground storage tanks

I would recommend awarding the total bid, including alternate 1 and 2 to Minnesota Petroleum Services in the amount of \$742,386.10. The proposed funding package for the project includes; 30% Local funds and 70% State grant.

Project Budget

	<u>TOTAL</u>	<u>70% State</u>	<u>30% Local</u>
Final Design	\$ 82,400.00	\$ 57,680.00	\$ 24,720.00
Construction Inspection & Admin	\$ 87,700.00	\$ 61,390.00	\$ 26,310.00
Construction Contract	\$742,386.10	\$519,670.27	\$222,715.83
Admin Expenses	\$ 1,000.00	\$ 700.00	\$ 300.00
	\$913,486.10	\$639,440.27	\$274,045.83



THIS DRAWING WAS PREPARED BY ENDPOINT SOLUTIONS CORP., FOR THE SOLE USE OF MINNESOTA DEPARTMENT OF TRANSPORTATION BUREAU OF AERONAUTICS AND SEH. ANY REPRODUCTION OR REUSE OF THIS DRAWING OR PARTS OF THIS DRAWING WITHOUT WRITTEN PERMISSION IS PROHIBITED.

SEH Project AUSTN_176271
Drawn By TJR
Designed By TJR
Checked By WCW

Rev. #	Revision Issue Description	Date
1	90% DESIGN DRAFT	3/21/24
2		
3		
4		

Rev. #	Revision Issue Description	Date
1		
2		
3		
4		

Endpoint Solutions

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
WADE C. WOLLERMANN
DATE: 3/21/24 LICENSE NO. 0000000000

2024 FUEL SYSTEM UPGRADES
AUSTIN, MN

FUELING SYSTEMS LAYOUT

RESOLUTION NO.

**AWARDING BID –AUSTIN MUNICIPAL AIRPORT
FUEL SYSTEM REPLACEMENT**

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

Fuel System Replacement at the Austin Municipal Airport

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

Contractor	Total Bid	Base Bid	Alternative 1	Alternative 2
Minnesota Petroleum Services	\$742,386.10	\$703,543.10	\$14,553.00	\$24,290.00
METCO, INC.	\$897,586.00	\$832,810.00	\$31,620.00	\$33,156.00
ZAHL-Petroleum Maintenance Co.	\$1,078,945.88	\$969,008.28	\$37,638.00	\$72,299.60
Engineer's Estimate	(\$879,145.00)	\$767,185.00	\$40,000.00	\$71,960.00

WHEREAS, it appears Minnesota Petroleum Services is the lowest responsible bidder.

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

Fuel System Replacement at the Austin Municipal Airport

Passed by a vote of yeas and nays this 6th day of May, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

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: AAO MOA

As you will recall, Council approved at their 12/18/23 meeting moving forward with a take home vehicle provision that addresses the IRS taxable issue of the benefit. As this impacts terms and conditions with Austin Associates Organization bargaining group, we needed to adopt a memorandum of agreement (MOA) which serves as an amendment for the labor contract.

As signed version of the MOA with AAO approval is included as Exhibit 1.

Council action is requested to approve the MOA included as Exhibit 1.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between the City of Austin (“Employer”) and the Austin Associates Organization (AAO) (“Unit”).

Recitals

WHEREAS, the Unit is the exclusive representative for certain employees of the Employer in an appropriate unit (“Bargaining Unit Employees”); and

WHEREAS, Employer and Unit are parties to a labor agreement (hereinafter “Labor Agreement”), effective January 1, 2023 through December 31, 2025;

WHEREAS, Employer provides certain identified Bargaining Unit Employees an Employer owned take home vehicle subject to the Employer’s Vehicle Usage Policy (“Take Home Vehicle”) (each Bargaining Unit Employee who is provided a Take Home Vehicle is referred to herein as an “Impacted Employee” for such periods of time such Take Home Vehicle is provided);

WHEREAS, those Bargaining Unit Employees who qualify as “Impacted Employees” may change from time to time due to termination/resignation, hire, change in position, provision of a Take Home Vehicle or other cause;

WHEREAS, the IRS requires the use of a Take Home Vehicle by an Impacted Employee to be treated as a taxable benefit for each day of its use, and said taxable benefit will be measured pursuant to the Employer’s Vehicle Usage Policy;

WHEREAS, the taxability of the benefit of the Take Home Vehicle use will result in additional tax owed by the Impacted Employees at both a state and federal level, and thereby result in an annual reduction in net compensation;

WHEREAS, the Impacted Employees have requested Employer approve additional compensation to mitigate this reduction in net compensation;

WHEREAS, Employer and Unit acknowledge that the Labor Agreement does not allow unilateral modification of the compensation offered Impacted Employees under the Labor Agreement, and this Memorandum of Agreement is needed in order for Employer to accommodate the request of the Impacted Employees;

WHEREAS, the parties have not reopened the contract nor engaged in new negotiations, but instead intend to resolve this issue by this Memorandum of Agreement mutually agreeing to the changes and terms as stated herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Unit agree as follows:

Article 1. Annual Compensation to Offset Tax Impacts. Employer will provide each Impacted Employee an annual payment of \$250 ("Offset Payment") payable in the last pay period of each calendar year (the first such payment representing the payment for 2023 shall be issued in the first pay period immediately following final execution of this Memorandum of Agreement). Said payment is in addition to any other compensation owed to said Impacted Employee under the Labor Agreement.

Article 2. Partial Year Adjustment. For any Impacted Employee who qualifies as such during any calendar year for a period less than the full calendar year, that Impacted Employee's Offset Payment shall be prorated on the basis of the number of days the Impacted Employee qualified divided by the total number of days in the calendar year. For any such Impacted Employee who separates from employment, the prorated Offset Payment shall be included in said Impacted Employee's last paycheck.

Article 3. Acceptance by Impacted Employee and Unit. Each Impacted Employee acknowledges that the additional compensation described above is taxable compensation. The Unit accepts Employer's provision of this additional compensation even though it is only available to "Impacted Employees" and acknowledges that no change is made nor required for any other Bargaining Unit Employees.

Article 4. Amendment of the Labor Agreement. Employer and Unit agree and acknowledge that the terms of this Memorandum of Agreement are intended to constitute an amendment to the Labor Agreement and are to be considered a part of said Labor Agreement as if restated therein.

IN WITNESS HEREOF, the parties hereto have made this Memorandum of Agreement and it will be effective on the latest date affixed to the signatures below.

FOR City of Austin

Mayor

DATE: _____

City Recorder

DATE: _____

FOR Austin Associates Organization

Hollyn Wallace, Pres.

Unit Representative

[Signature]

Unit Representative

[Signature], Secretary

Unit Representative

DATE: 4/18/2024

RESOLUTION NO.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT AMENDING THE TERMS AND
CONDITIONS FOR EMPLOYEES WITHIN AUSTIN ASSOCIATES ORGANIZATION (AAO)
LABOR AGREEMENT

WHEREAS, the City of Austin and Austin Associates Organization have entered into a contract by resolution #16804, dated July 3, 2023 outlining the terms and conditions for employees covered by this bargaining group.

WHEREAS, Employer provides certain identified Bargaining Unit Employees an Employer owned take home vehicle subject to the Employer's Vehicle Usage Policy ("Take Home Vehicle");

WHEREAS, the IRS requires the use of a Take Home Vehicle to be treated as a taxable benefit for each day of its use, and said taxable benefit will be measured pursuant to the Employer's Vehicle Usage Policy;

WHEREAS, the taxability of the benefit of the Take Home Vehicle use will result in additional tax owed at both a state and federal level, and thereby result in an annual reduction in net compensation;

WHEREAS, Employer will provide an annual payment of \$250 ("Offset Payment") payable in the last pay period of each calendar year (the first such payment representing the payment for 2023 shall be issued in the first pay period following final execution of the attached Memorandum of Agreement). Said payment is in addition to any other compensation owed to Employees under the Labor Agreement.

WHEREAS, Bargaining Unit acknowledges that the additional compensation described above is taxable compensation. The Unit accepts Employer's provision of this additional compensation even though it is only available to "Impacted Employees" and acknowledges that no change is made nor required for any other Bargaining Unit Employees.

WHEREAS, Austin Associates Organization desires to enter into a Memorandum of Agreement as an acknowledgement of the terms and conditions and financial impact of the Take Home Vehicle policy.

BE IT RESOLVED THAT, terms and conditions have been amended to allow for employees within Austin Associates Organization covered under the Take Home Vehicle policy to accept additional compensation as an off-set for the required IRS taxability of personal use of a City vehicle. The amended terms and conditions are as stated in the attached Memorandum of Agreement effective upon execution by all parties.

Passed by a vote of Yeas and Nays this 6th day of May 2024

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

**City of Austin
Brienne D. Wolf,
City Clerk**



**500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773
Phone: 507-437-9944
brienne@ci.austin.mn.us
www.ci.austin.mn.us**

To: Honorable Mayor and City Council Members

From: Brienne D. Wolf, City Clerk

Date: May 2, 2024

RE: Apollo Retail, LLC Off-Sale Liquor License Transfer

Apollo Retail, LLC has completed all the paperwork to transfer licenses from their business to Everest Apollo Gas & Liquor, LLC.

The Clerk's Office would request the Council authorize the transfer of the off-sale liquor license from Apollo Retail, LLC to Everest Apollo Gas & Liquor, LLC.

Please let me know if you have any questions.

RESOLUTION NO.

APPROVING OFF-SALE LIQUOR LICENSE TRANSFER

WHEREAS, the corporation hereinafter named has applied to the City Council at Austin, Minnesota, for license to transfer their off-sale liquor license to the respective corporation name listed below; and

WHEREAS, after due investigation, it appears said applicants for said license for sale of off-sale liquor have complied with all the provisions of the law relative thereto and are entitled to have a license issued to them, subject to the approval of the Minnesota Alcohol and Gambling Enforcement, for the address listed below the name.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Austin, Minnesota does hereby grant a license for the sale of off-sale liquor to the following named licensee at the following location in Austin, Minnesota, which license shall expire December 31, 2024.

Apollo Retail, LLC
dba Snak Atak Liquors #3
903 W Oakland Ave
Austin, MN 55912

to

Everest Apollo Gas & Liquor, LLC
dba Apollo Liquor
903 W Oakland Ave
Austin, MN 55912

Passed by a vote of Yeas and Nays this 6th day of May, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.

APPROVING AN OFF SITE GAMBLING LICENSE

WHEREAS, the American Legion Post 91 has applied for an off site gambling license; and

WHEREAS, the gambling license is for the Mower County Fair from August 6, 2024 to August 11, 2024;

NOW BE IT RESOLVED, that the City of Austin approves an off site bingo gambling license for American Legion Post 91 at the Mower County Fairgrounds from August 6, 2024 to August 11, 2024.

Passed by a vote of yeas and nays this 6th day of May, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.

**AFFIRMING THE CITY OF AUSTIN’S PARTICIPATION IN THE OFFICE OF THE STATE
AUDITOR’S VOLUNTARY 2024 PERFORMANCE MEASUREMENTS PROGRAM**

WHEREAS, benefits to the City of Austin for participation in the Minnesota Council on Local Results and Innovation’s comprehensive performance measurement program are outlined in MS 6.91 and include eligibility for a reimbursement as set by state statute; and

WHEREAS, any city or county participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, the City Council of Austin has adopted and implemented 10 of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes.

NOW THEREFORE, BE IT RESOLVED THAT that the City Council of Austin will continue to report the results of the performance measures to its citizenry through the end of the year through posting on the city’s website.

BE IT FURTHER RESOLVED that the Office of the State Auditor the actual results of the performance measures adopted by the city.

Passed by a vote of yeas and nays this 6th day of May, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin
Jason Sehon, Director
Parks, Recreation & Forestry
507-433-1881
jsehon@ci.austin.mn.us



500 Fourth Avenue NE
Austin, Minnesota 55912-3773
Phone: 507-437-9940
www.ci.austin.mn.us

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Jason Sehon, Director of Parks, Recreation & Forestry

DATE: May 6, 2024

SUBJECT: Ice Removal at Riverside Arena

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a loop and a horizontal stroke.

At the Monday, April 15, 2024 City Council Work Session, staff brought a proposal to remove the ice from Riverside Arena in May 2024. The request for ice removal came from the Austin Bruins Hockey team.

At the April 15 Work Session, staff presented some background information regarding the request. Estimated cost of removal in-house with City staff and equipment is \$22,666.94. The Austin Bruins have offered to contribute \$12,000 towards the ice removal in order to help offset the costs incurred by the City. The Bruins request that their \$12,000 contribution be split into two payments; (\$6,000) June 1, 2024 and (\$6,000) September 1, 2024. In addition, the Bruins have offered to supply volunteers to assist with the ice back in process.

Funding for the ice removal is not in the current 2024 budget, which is why staff is bringing this item to City Council for approval.

The Bruins have ordered replacement logos in anticipation of the ice removal. In addition, the City has ordered and will be placing a large City of Austin logo in the ice.

Proposed Timeline:

Begin ice removal:	Monday, May 13, 2024
Ice back in:	Monday, June 3, 2024

Staff Recommendation:

Staff recommends accepting the Austin Bruins contribution of \$12,000 and to proceed with removal of ice at Riverside Arena beginning the week of Monday, May 13, 2024. If approved, any excess funds would come from contingency.

Please let me know if you have any questions.

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: April 11, 2024
Subject: Storm Sewer Inventory Proposal

Over the last 6 years, the City of Austin has been working with WHKS to complete a citywide inspection and inventory of our sanitary sewer system. This project is nearing completion in the coming weeks. The data collected in that project has been used extensively by city staff for planning projects and repairs, maintenance and mapping. It has also given field staff the ability to use updated mapping in the field, making them more efficient.

Now that we have seen the benefits to our sanitary sewer operations, we would like to implement a similar program for our storm sewer system. We have requested a proposal from WHKS to provide the following services on our storm sewer system:

- Project management
- Inspection of all storm sewer structures
- Review and evaluate storm sewer televising
- Provide updated GIS mapping
- Final report summarizing findings and improvement needs for the storm sewer system

City crews will also be contributing to the data collection on this project. The sewer department would perform the televising of all storm sewer pipes. During the sanitary sewer project, televising was performed by a contractor. If we were to hire a contractor to perform televising in Phase 1-SE, the cost is estimated to be approximately \$140,000.

We have separated the city into 4 quadrants to complete this work over a span of 4 years. Below is a table summarizing the amount of work and cost for each quadrant.

Year	Quadrant	# of Structures	Length of Pipes	Cost
2024	SE	706	71,100	\$150,000
2025	SW	1,429	127,167	\$255,000*
2026	NE	973	82,954	\$194,000*
2027	NW	1,386	127,736	\$251,000*
	Total	4,494	408,957	\$850,000

*Estimated Future Cost

Attached is the proposal from WHKS for the Phase 1-SE quadrant. The city has budgeted \$250,000 per year from 2024-2027 to complete this project. We would recommend approving the contract with WHKS. Let me know if you have any questions.



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Austin, MN** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **Storm Water Inventory – Phase 1**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Field investigation and analysis as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Item 1 (Project Management and Meetings)- Billed hourly with an estimated fee of \$20,000.00

Item 2 (Structure Inspections)- Billed hourly with an estimated fee of \$70,000.00

Item 3 (Televising Coordination and Review)- Billed hourly with an estimated fee of \$28,000.00

Item 4 (GIS Update)- Billed hourly with an estimated fee of \$22,000.00

Item 5 (Final Report)- Billed hourly with an estimated fee of \$10,000.00

Total Estimated Fee of \$150,000.00

The costs for each of the items described above includes estimated expenses. Expenses are billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent.

Executed this _____ day of April, 2024

City of Austin, MN

WHKS & co.

By: _____

By: _____

Printed Name: Stephen M. King

Printed Name: William Angerman, P.E.

Title: Mayor

Title: Exec. Vice President, COO

By: _____

Printed Name: Tom Dankert

Title: City Recorder

Exhibit A to Professional Services Agreement

A. Project Description

A storm water system is vital for maintaining a healthy and productive City and serves as the primary defense against heavy rain and flooding to protect public and private property. To create a strong storm water system, the City needs a comprehensive understanding of the components of its existing system. The first step in this process is to complete a detailed inventory and analysis. This information will be used to update and enhance the City's existing information. The insights gained will refine the City's existing data and help to guide precise planning for future projects, ultimately leading to a more resilient storm water system.

This project is the first of four phases and includes the storm water system located in the southeast section of the City, as detailed in Exhibit B. The project's scope includes:

- Storm structure inspections
- Closed circuit televising (CCTV) of storm pipes
- Updating the City's storm water Geographic Information System (GIS) data
- Preparation of a summary report

Approximate quantities are as follows:

- Storm Water Pipes: 71,100 Linear Feet (LF) of varying diameters
- Storm Water Structures: 706

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend three (3) meetings.

2. Structure Inspections

- All storm structures located within the project area will be inspected from the surface; no confined entry inspections are included in the project.
- Structure inspection criterion will be prepared and developed with the input from City staff. Generally, the criteria will include structure types, connections, and conditions (cover, chimney, wall, pipe connections, and base). Current modeling standards will be referenced to allow the inspection information to be used on future storm water modeling projects.
- Pictures of the cover and interior of the structure will be recorded.

- Center invert elevations will be measured in each structure. Invert elevations will be recorded for pipes entering and exiting the structure unless it is felt that such measurement would be inaccurate due to angling of the level rod. Tile pipe connection inverts will be noted but not measured.
- WHKS will attempt to acquire survey-grade location information via GPS, however, due to heavy tree cover in some locations, this may not be possible. If this issue arises, additional effort to acquire survey grade information in problematic areas can be added in a separate agreement.
- Field crews will review existing maps and note changes to pipe configurations to aid in updating the GIS data.
- An average inspection time of four structures per hour was used to prepare this estimate.
- Inspection information and pictures will be shared between the City and WHKS via a GIS portal and/or cloud services.

3. CCTV Coordination and Review

- All televising of the storm water system will be completed by City Staff.
- WHKS will aid City Staff in the televising process by providing maps and processes to collect information.
- City Staff will be responsible to record length, material, and size of pipe for GIS updates during televising.
- WHKS will review the footage for maintenance (heavy grit, roots) and/or structural issues.
- Inspection information and videos will be shared between the City and WHKS via a GIS portal and/or cloud services.

4. GIS Update

- WHKS will use the information collected during structure and CCTV inspections to update the GIS information for the storm water system (structures and pipes).
- The GIS data will be updated into a utility network schema. The utility network will enhance the City's spatial analysis and utility management capabilities.
- An online portal will be used between the City and WHKS to aid in collaboration and sharing of GIS information during the updating process.

5. Final Report

- Inspection data will be analyzed and summarized into a final report which will include repair and maintenance recommendations.
- Preliminary cost opinions will be prepared for inclusion in the City's Capital Improvement Plan.
- Prioritization of the repairs and maintenance will be completed.
- Repair and maintenance recommendations will be included in the updated GIS information for the pipes and structures.

WHKS requests the City provide the following:

- Existing GIS information for the storm water system and any relevant as-built information in the project area.
- Periodic traffic control for high traffic areas during structure inspections.
- City Staff and equipment to complete televising activities.

Deliverables

- Updated GIS information for storm water structures and pipes.
- Storm structure pictures
- Final Report

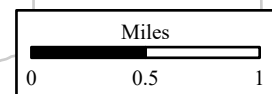
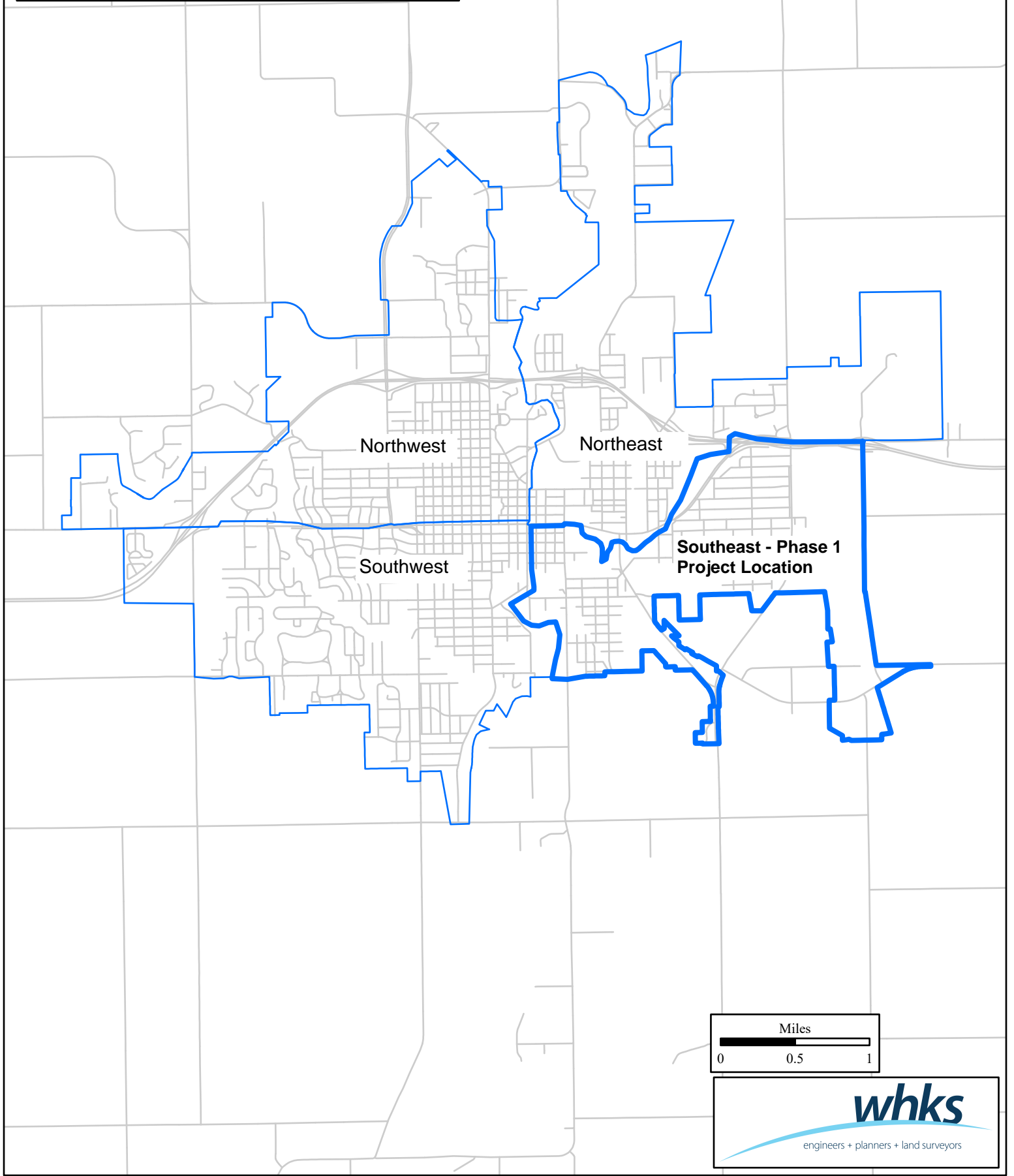
C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Plans and Specifications for repair/rehabilitation projects
2. Storm Water Modeling
3. Flow Monitoring
4. Land surveying and platting
5. Quality control testing and construction materials testing
6. Permits other than those identified above
7. Funding assistance, including grant and/or loan applications
8. Floodplain and hydraulic/hydrologic modeling
9. Water and/or sanitary sewer rate studies
10. Investigation of private commercial/industrial facilities
11. Wet weather observations
12. Sanitary Sewer analysis
13. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
14. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
15. Attendance at additional meetings (other than those listed above)

Exhibit B
Storm Water Sewer Inventory - Phase 1
Project Location
Austin, MN



STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Minnesota will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

RESOLUTION NO.

**APPROVING ENGINEERING SERVICES WITH WHKS FOR PHASE 1 OF THE
INSPECTION AND INVENTORY OF THE SE QUADRANT STORM SEWER PIPES**

WHEREAS, the City has received a proposal from WHKS, for professional services related to the inspection and inventory of our sanitary sewer systems for the SE Quadrant of the City of Austin, and

WHEREAS, the proposal provides services in relation of the project including project management, inspection services, review and evaluation of storm sewer televising, and updated GIS mapping; and

WHEREAS, the proposal for the construction services is in the amount of \$150,000.00;

NOW THEREFORE, BE IT RESOLVED, that the City Council approves the Phase 1 inspection and inventory services in the amount of \$150,000.00 with WHKS.

Passed by a vote of yeas and nays this 6th day of May, 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 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: April 29, 2024
Subject: Airport T-Hangar, Entitlement Transfer (Walker)

The funding plan for construction of a 10-unit T-Hangar at the Austin Municipal Airport involves funding from multiple sources. The City of Austin receives \$150,000 per year in Federal Entitlement dollars. It is common for communities to borrow and trade these dollars for funding airport improvements. In the past, the City of Austin transferred dollars away to other communities, such as, Baudette, Cambridge. and Duluth Sky Harbor airports. We are now receiving those dollars back from those communities for our T-Hangar project. In addition to those entitlement transfer returns, we need to borrow forward dollars from Albert Lea, Walker, Wadena, and Eveleth-Virginia for future repayment.

Attached for your consideration is an entitlement transfer from the Walker Airport in the amount of \$150,000. The funding would be transferred to Austin for FY 2024 and repayment of the same amount would be returned to Walker Airport in FY 2026.

I would request Council authorization for Steven Lang, City Engineer, to execute the entitlement transfer documents.

AIP Entitlement Transfer	
Albert Lea, FY2025	\$ 150,000.00
Walker, FY2026	\$ 150,000.00
Wadena, FY2027	\$ 150,000.00
*Eveleth-Virginia, FY2027	\$ 110,000.00

AIP Entitlement Return	
*Sky Harbor, FY2027	\$ 120,000.00

CITY OF AUSTIN**Airport Municipal Airport****22312 10-Unit T-Hangar**

Item	SubTotal	TOTAL
SOURCES OF FUNDS		
Local Aiport Fund (5%)		\$ 98,893.74
State MnDOT FAA Grant (5%)		\$ 98,893.74
Federal FAA Grant (90%)		\$ 1,854,882.00
AIP Fund Balance	\$ 605,297.00	
AIP Entitlement Return		
Cambridge, FY2024	\$ 150,000.00	
AIP Entitlement Transfer		
Albert Lea, FY2025	\$ 150,000.00	
Walker, FY2026	\$ 150,000.00	
Wadena, FY2027	\$ 150,000.00	
*Eveleth-Virginia, FY2027	\$ 110,000.00	
Federal BIL Fund Balance	\$ 251,585.00	
Federal BIL Advance Funds	\$ 288,000.00	
SUBTOTAL	\$ 1,854,882.00	
TOTAL SOURCES OF FUNDS		\$ 2,052,669.47
USES OF FUNDS		
Admin and Misc City Fees		\$ 6,000.00
Construction Admin, Inspection & Geotechnical Services		\$ 98,600.00
Construction Contract		\$ 1,873,274.70
TOTAL USES OF FUNDS		\$ 1,977,874.70

AIP Entitlement Return

*Sky Harbor, FY2027

\$ 120,000.00

RESOLUTION NO.

AUTHORIZING AN AIRPORT FUND TRANSFER AGREEMENT

WHEREAS, the City of Austin receives an annual funding allocation from the Federal Aviation Administration for projects at the Austin Municipal Airport; and

WHEREAS, said funds have a time period in which they must be used; and

WHEREAS, the City needs \$1,746,000 in funding in 2024 for a T-Hangar project; and

WHEREAS, said funds can be transferred to a City in need and the City of Walker has been identified with available funding in the amount of \$150,000 in FY 2024; and

WHEREAS, the City of Austin would return the funding in FY 2026.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Austin, Minnesota authorizes the attached Airport Funding Repayment Agreement.

Passed by a vote of yeas and nays this 6th day of May, 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 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: April 29, 2024
Subject: Airport T-Hangar, Entitlement Transfer (Wadena)

The funding plan for construction of a 10-unit T-Hangar at the Austin Municipal Airport involves funding from multiple sources. The City of Austin receives \$150,000 per year in Federal Entitlement dollars. It is common for communities to borrow and trade these dollars for funding airport improvements. In the past, the City of Austin transferred dollars away to other communities, such as, Baudette, Cambridge, and Duluth Sky Harbor airports. We are now receiving those dollars back from those communities for our T-Hangar project. In addition to those entitlement transfer returns, we need to borrow forward dollars from Albert Lea, Walker, Wadena, and Eveleth-Virginia for future repayment.

Attached for your consideration is an entitlement transfer from the Wadena Airport in the amount of \$150,000. The funding would be transferred to Austin for FY 2024 and repayment of the same amount would be returned to Wadena Airport in FY 2027.

I would request Council authorization for Steven Lang, City Engineer, to execute the entitlement transfer documents.

AIP Entitlement Transfer	
Albert Lea, FY2025	\$ 150,000.00
Walker, FY2026	\$ 150,000.00
Wadena, FY2027	\$ 150,000.00
*Eveleth-Virginia, FY2027	\$ 110,000.00

AIP Entitlement Return	
*Sky Harbor, FY2027	\$ 120,000.00

CITY OF AUSTIN**Airport Municipal Airport****22312 10-Unit T-Hangar**

Item	SubTotal	TOTAL
SOURCES OF FUNDS		
Local Aiport Fund (5%)		\$ 98,893.74
State MnDOT FAA Grant (5%)		\$ 98,893.74
Federal FAA Grant (90%)		\$ 1,854,882.00
AIP Fund Balance	\$ 605,297.00	
AIP Entitlement Return		
Cambridge, FY2024	\$ 150,000.00	
AIP Entitlement Transfer		
Albert Lea, FY2025	\$ 150,000.00	
Walker, FY2026	\$ 150,000.00	
Wadena, FY2027	\$ 150,000.00	
*Eveleth-Virginia, FY2027	\$ 110,000.00	
Federal BIL Fund Balance	\$ 251,585.00	
Federal BIL Advance Funds	\$ 288,000.00	
SUBTOTAL	\$ 1,854,882.00	
TOTAL SOURCES OF FUNDS		\$ 2,052,669.47
USES OF FUNDS		
Admin and Misc City Fees		\$ 6,000.00
Construction Admin, Inspection & Geotechnical Services		\$ 98,600.00
Construction Contract		\$ 1,873,274.70
TOTAL USES OF FUNDS		\$ 1,977,874.70

AIP Entitlement Return

*Sky Harbor, FY2027

\$ 120,000.00

RESOLUTION NO.

AUTHORIZING AN AIRPORT FUND TRANSFER AGREEMENT

WHEREAS, the City of Austin receives an annual funding allocation from the Federal Aviation Administration for projects at the Austin Municipal Airport; and

WHEREAS, said funds have a time period in which they must be used; and

WHEREAS, the City needs \$1,746,000 in funding in 2024 for a T-Hangar project; and

WHEREAS, said funds can be transferred to a City in need and the City of Wadena has been identified with available funding in the amount of \$150,000 in FY 2024; and

WHEREAS, the City of Austin would return the funding in FY 2027.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Austin, Minnesota authorizes the attached Airport Funding Repayment Agreement.

Passed by a vote of yeas and nays this 6th day of May, 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 Engr./Public Works Dir.
507-437-9949
Fax 507-437-7101
slang@ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Steven Lang
Date: April 30, 2024
Subject: Airport Fuel System Replacement
CP 24302 Construction Inspection & Administration

The City of Austin has identified in the CIP a project at the Austin Municipal Airport for the replacement of the aircraft fueling system. The project plans and specifications call for removal and replacement of the fuel dispensers, 2-10,000-gallon tanks, concrete and associated piping. The project is planned for fall 2024 or spring 2025 construction, depending upon material deliveries.

SEH has provided a proposal in the amount of \$87,700 to assist the City with completing the construction phase of the project. The proposal for construction inspection and admin services includes:

- 1) Preconstruction Activities
- 2) Submittal and Shop Drawing Review
- 3) Construction Observation
- 4) Progress Meetings
- 5) Pay Estimates
- 6) Final Inspection/Punchlist
- 7) As-Built Drawings
- 8) Subcontractor Coordination
- 9) Project Management
- 10) Sub-consultant Contracts
 - a. Endpoint Solutions, Inc. – fuel system coordination & inspection
 - b. Barr Engineering – electrical coordination & inspection
 - c. Braun Intertec, Inc. – material testing

I would recommend extending a contract to SEH for construction inspection and administrative services related to the Fuel System Replacement project. The proposed funding package for the project includes; 30% Local funds and 70% State grant.

Project Budget

	TOTAL	70% State	30% Local
Final Design	\$ 82,400.00	\$ 57,680.00	\$ 24,720.00
Construction Inspection & Admin	\$ 87,700.00	\$ 61,390.00	\$ 26,310.00
Construction Contract	\$742,386.10	\$519,670.27	\$222,715.83
Admin Expenses	\$ 1,000.00	\$ 700.00	\$ 300.00
	\$913,486.10	\$639,440.27	\$274,045.83

RESOLUTION NO.

**APPROVING CONTRACT WITH SEH, INC. FOR THE
AIRPORT FUEL SYSTEM REPLACEMENT PROJECT**

WHEREAS, the City is planning a replacement of the fueling system at the Austin Municipal Airport; and

WHEREAS, the project will require project design, construction observation, project coordination and construction inspection services; and

WHEREAS, SEH, Inc. has provided a proposal in the estimated amount of \$87,700 for services on the project; and

WHEREAS, City staff reviewed the proposal and recommends approving the contract with SEH, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Austin, Minnesota that the Mayor of the City of Austin is authorized to approve the contract with SEH, Inc. for the Austin Municipal Airport fuel systems replacement project.

Passed by a vote of Yeas and Nays this 6th day of May, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.

ACCEPTING DONATIONS TO THE CITY OF AUSTIN

WHEREAS, the City has received gift as follows:

Gift	Donor	For
\$500	Stephen Neiswanger	2024 Flowers
\$100	Michael & Susan Gregg	2024 Flowers
\$50	Bruce & Roberta Berndt	2024 Flowers
\$1000	Morning Lions Club	Lions Park

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 6th day of May, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor