

A G E N D A
CITY COUNCIL MEETING
MONDAY, SEPTEMBER 3, 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 August 19, 2024
- 3. Awards and Recognitions:
Welcoming Week Proclamation
- (mot) 4. *Consent Agenda
Licenses:
 - Tree Service: Cole's Complete Tree Care LLC, Austin, MN
 - Gas Station, Cigarette, & Edible Cannabinoid (transfer): Hari Mart, Inc. to Austin Express LLC
 - Right of Way: Clark Concrete Inc., Byron, MN

Claims:

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

Events:

Nourishing Champions on September 26, 2024

PUBLIC HEARINGS:

- (res) 5. Reviewing a Tax Abatement Application from New Horizon Homes LLC
 - a. Approval or Denial of Abatement

PETITIONS AND REQUESTS:

- (res) 6. Awarding T-Mobile Lease Agreement
- (res) 7. Awarding Bid for Tree Removal in Waterways
- (res) 8. Setting Public Hearings for October 7, 2024 for Fall Assessments
- (res) 9. Awarding Bid for City Hall Stucco Repair
- (res) 10. Declaring the Structure at 303 13th Street NE as Hazardous

- (res) 11. Awarding Bid for Asbestos Abatement

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator
City Council

- (mot) Adjourn to **Monday, September 16, 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
August 19, 2024
5:30 PM
Council Chambers

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

MEMBERS ABSENT:

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

APPEARING IN PERSON: Honorary Council Member Isaac Oboya, Mayor for the Day Kathy Larson, Austin Daily Herald

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

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

Moved by Council Member Baker, seconded by Council Member Baskin, approving Council minutes from August 5, 2024. Carried.

CONSENT AGENDA

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

Licenses:

Sign Installer: Kingston Maxwell Inc., Green Bay, WI
Tree Service: Aware Tree Care Specialist, LLC, Austin MN

Claims:

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

Event Applications:

Austin ArtWorks Festival – August 23-25, 2024
Hormel Special Event – September 11, 2024

Appointments:

James Arop Majak as the Honorary Council Member – September 3rd to November 18th, 2024

Carried.

PETITIONS AND REQUESTS

Director of Administrative Services Tom Dankert requested the Council approve the 2025 Hormel Foundation grant requests. The Council ranked them in the following order at the August 5, 2024 work session:

1. Emerald Ash Borer Treatment/Planting – \$400,000
2. Affordable Housing Project – \$900,000
3. 4th of July Fireworks – \$25,000
4. Police Chaplaincy Program – \$15,600
5. Police Drones – \$18,185
6. Todd Park Playground Equipment – \$80,000
7. Jay C. Hormel Nature Center Education Programs – \$50,000
8. ADA Walkways – \$20,000
9. HRA Daycare Program – \$10,000
10. Delivering the Data – Hotspot Data Plans 2025 – \$60,000
11. Fire Prevention and Education – \$5,000
12. Speakers/Picnic Tables – \$11,000

Moved by Council Member Baker, seconded by Council Member-at-Large Austin, approving the 2025 Hormel Foundation Grant request rankings. Carried. 6-0. Council Member Helle Abstain.

Planning and Zoning Administrator Holly Wallace stated Megan Xiquita, 1300 28th St SW, is requesting a fence appeal due to their property being on a corner lot and is not in compliance with the City's ordinances. The Planning and Zoning Commission approved the request and Ms. Wallace requested approval from the City Council.

Moved by Council Member Baker, seconded by Council Member Baskin. Carried.

Moved by Council Member Fischer, seconded by Council Member Baker, approving a resolution declaring 1002 6th Avenue NE as a hazardous property. Carried 7-0.

Moved by Council Member Baker, seconded by Council Member Baskin, approving a resolution declaring 800 11th Street NE as a hazardous property. Carried 7-0.

Moved by Council Member-at-Large Austin, seconded by Council Member Baskin, approving a resolution declaring 1507 4th Avenue SW as a hazardous property. Carried 7-0.

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 910 5th Avenue NE, Arte & Mohammed Property. Carried.

Moved by Council Member Fischer, seconded by Council Member Baskin, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 510 3rd Avenue SE, Lindahl Property. Carried.

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

Moved by Council Member Fischer, seconded by Council Member Baker, adopting a resolution certifying the August 13, 2024 primary election results. Carried 7-0.

HONORARY COUNCIL MEMBER

Honorary Council Member Isaac Obang thanked the Mayor and Council for allowing him the opportunity to be a part of the council meetings.

REPORTS AND RECOMMENDATIONS

Public Works Director Steven Lang stated the 8th Street NE and Hormel Institute Lift Station project is moving along. There will be additional road closures beginning August 21.

COUNCIL REPORTS

Council Member Helle stated this weekend is the Austin ArtWorks Festival. She invited the public to attend. She also stated she was at Todd Park today and she saw many positive things in the Parks system and wanted to bring attention to this.

Council Member Postma is also excited about the ArtWorks Festival. He thanked all for working at National Night Out.

Council Member Baker thanked the City Clerk, the Clerk's office, and all the election judges for their work on the primary election. He thanked the Police officers that were in attendance at the dangerous dog hearing. He applauded their compassion and the work they do. He thanked the City Attorney for all the work he did on this case as well.

Council Member Baskin wished his wife a Happy Birthday.

Council Member Fischer thanked all the election judges for their work on the primary election.

Council Member Poshusta thanked the honorary council member for attending the Council meetings.

Mayor King thanked the Mayor for the Day Kathy Larson for attending.

Moved by Council Member Baker, seconded by Council Member Fischer, adjourning the meeting to September 3, 2024. Carried.

Adjourned: 5:44 p.m.

Approved: September 3, 2024

Mayor: _____

City Recorder: _____

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



Phone: 507-437-9940
www.ci.austin.mn.us

Proclamation

- WHEREAS:** *Welcoming Week is an annual national campaign that connects neighbors of all backgrounds through community-informed activities and events, fostering mutual understanding and deeper belonging for all; and*
- WHEREAS:** *Now in its 12th year, Welcoming Week 2024, themed “We’re All In” calls on us to showcase how we are building a community that values diverse perspectives, backgrounds, experiences, and cultures; and*
- WHEREAS:** *Cultivating a welcoming spirit requires ongoing, consistent work, and Welcoming Week is a time to reflect, celebrate progress, and set new goals for inclusion and belonging. Our success as a community depends on ensuring that every individual feels welcomed and valued; and*
- WHEREAS:** *During Welcoming Week, communities around the world host events that connect people of different backgrounds through shared causes and interests; it is an opportunity for communities to cultivate awareness and energy that sustains year-long welcoming efforts, and*
- WHEREAS:** *During Welcoming Week, we honor the spirit of unity that brings neighbors together throughout Austin. It is an opportune moment to unite as individuals and groups, celebrate our strengths and differences, and recognize that we’re at our best when We’re All In on building more welcoming places, together; and*
- WHEREAS:** *Regardless of where we are born, we are united in our efforts to build a stronger community, recognizing the contributions of all in creating a vibrant culture and growing economy, and*
- FURTHER:** *The City of Austin, Minnesota proudly recognizes that today and during Welcoming Week 2024, the value of ensuring that Austin is Home to ALL is by recognizing the importance of belonging, we affirm that our community thrives when We’re All In, we encourage all residents and institutions to greet and bring their neighbors together to participate in the Welcoming Week events taking place within our community.*

NOW, THEREFORE, *I, Stephen M. King, Mayor of Austin, call upon the people of Austin to join together to build a stronger, more inclusive community where everyone can thrive, and do hereby proclaim September 13 through September 22, 2024 as*

WELCOMING WEEK 2024

Stephen M. King, Mayor

HOUSING TAX ABATEMENT APPLICATION

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

Property Owner / Applicant: New Horizon Homes LLC - Jon Blaine

Current Address: 25388 670th St. Kasson, MN. 55944

Telephone: 507-250-3069

E-Mail: NewHorizonHomes.Jon@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 <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 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 <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>1312 18TH STREET NE</u>		
Project Legal Description: <u>Lot 1 Block 2 Nature Ridge Third</u>		
Parcel Number: <u>34.468.0250 .0210</u>		Estimated Project Valuation: <u>\$ 460,000</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.

Jon Blaine cm
Signature of Applicant(s)

7-26-24
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:

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.

PROGRESSIVE PLAN DESIGN LLP

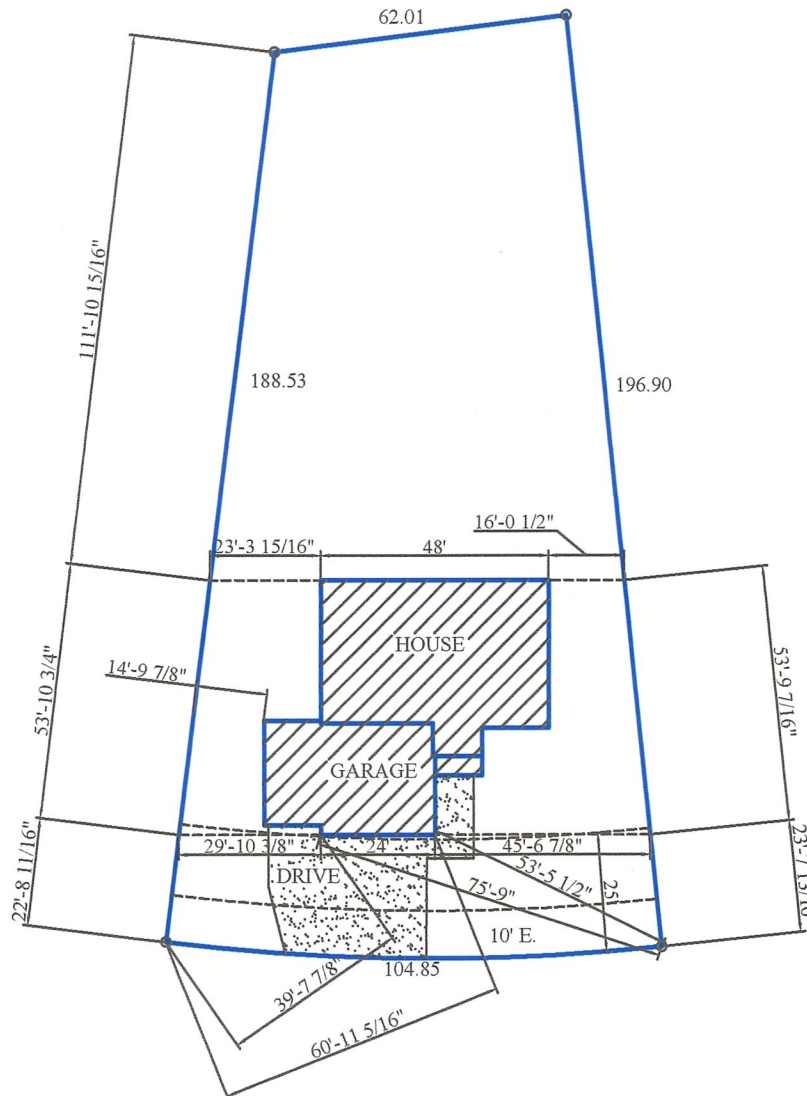
RESIDENTIAL ARCHITECTURE
714 County Rd 3 NW Byron MN 55920
(507)775-8877 progressiveplandesign@gmail.com

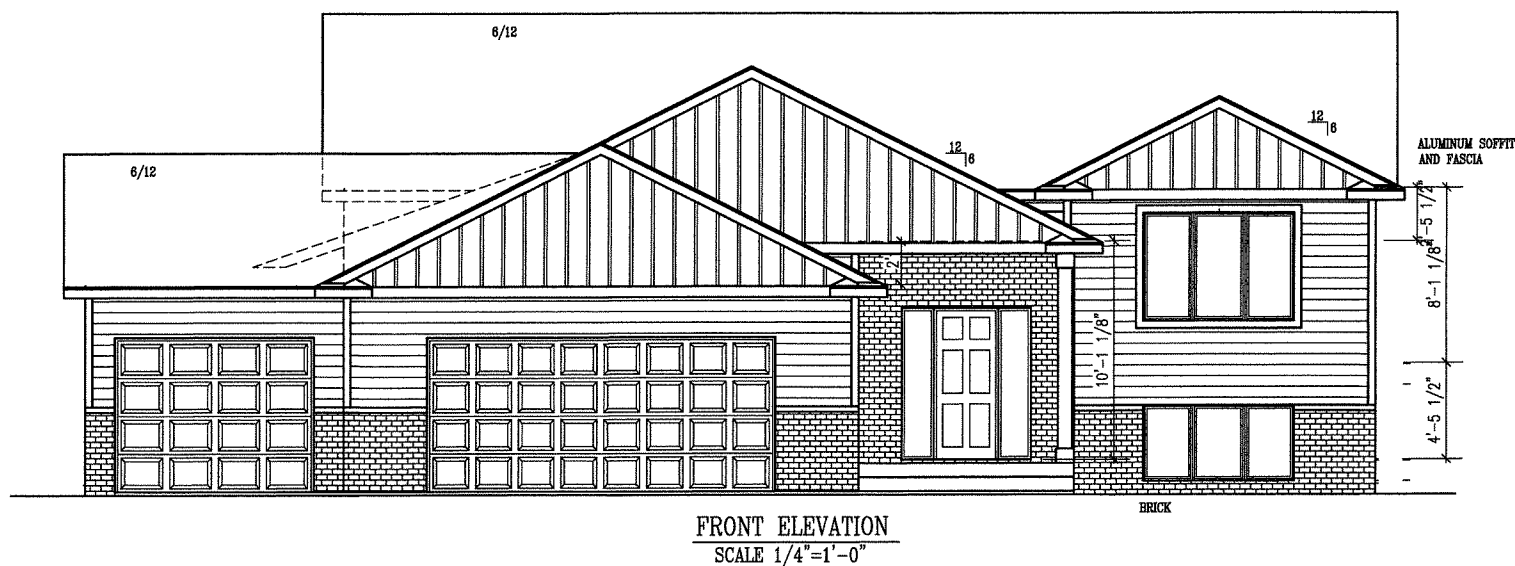
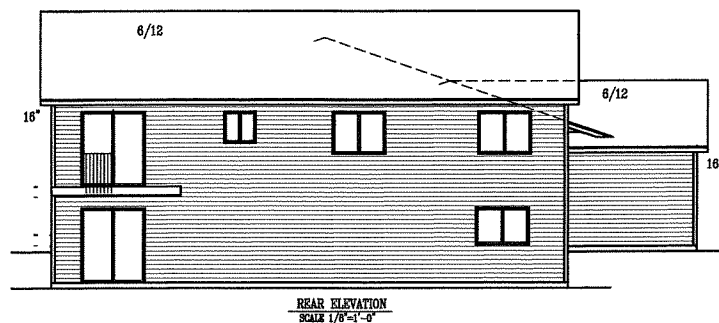
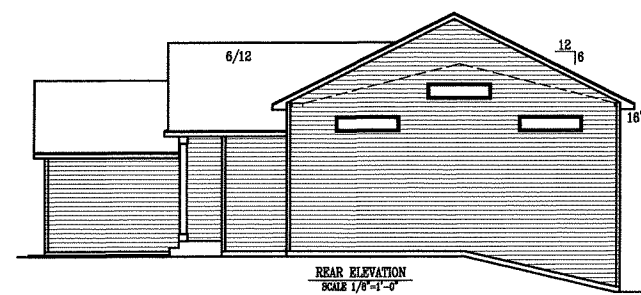
LOT,1 BLK.2
SUBDIVISION:NATURE RIDGE 3RD
CITY:AUSTIN STATE: MN

CONTRACTOR:NEW HORIZON HOMES
CUSTOMER: NATURE 1-2 A72



SCALE: 1" = 40'





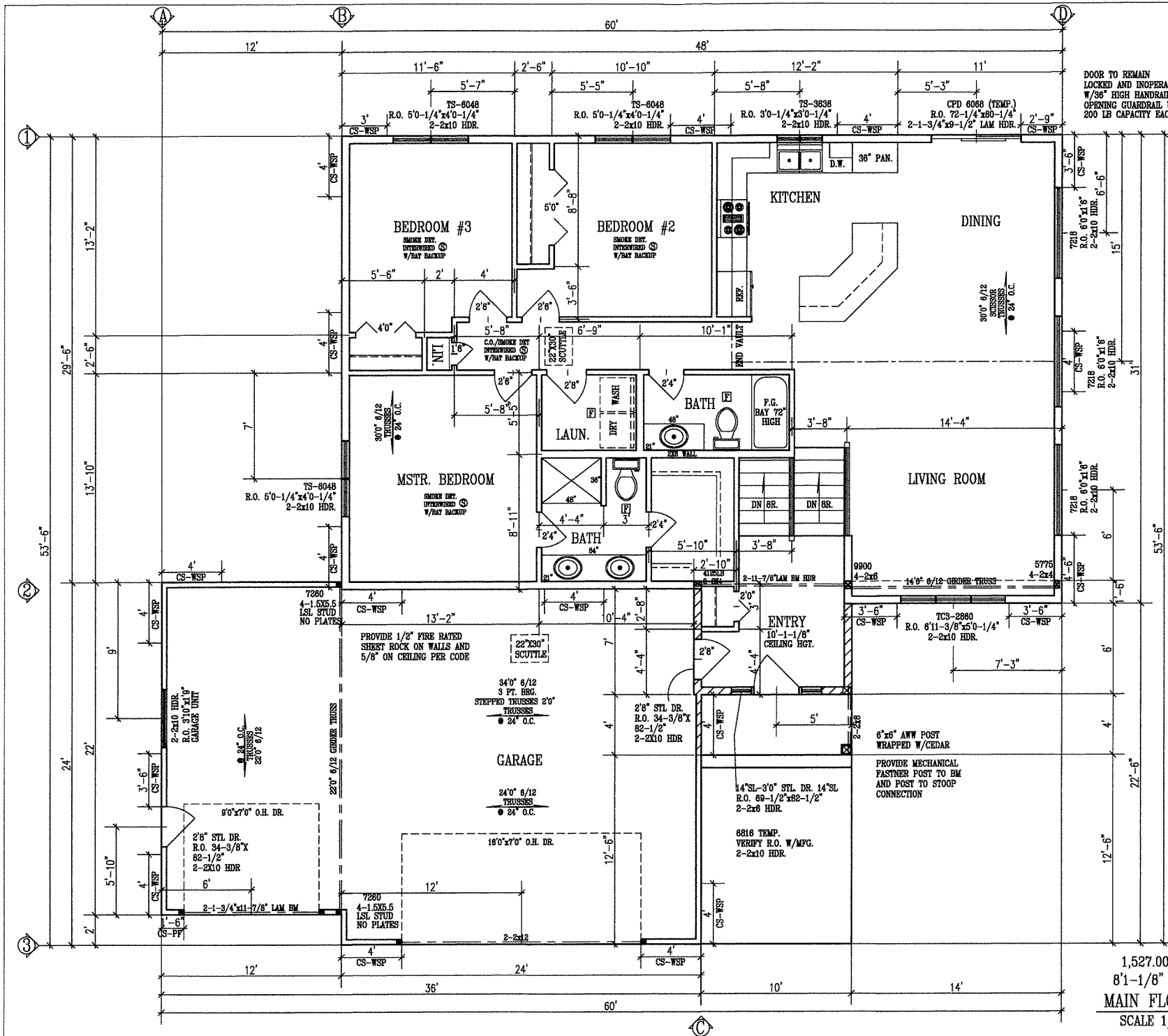
**PROGRESSIVE PLAN
DESIGN LLP**
RESIDENTIAL ARCHITECTURE
(507) 775-6677
714 COUNTY RD. 3 N.W. BYRON MN. 55920
progressiveplandesign@gmail.com

These drawings have been prepared using information provided by the customer/contractor who is solely responsible for the accuracy of the information provided. The drawings are not applicable to all building codes which vary widely. These plans are intended for informational purposes only. Before starting construction, the customer should consult a contractor familiar with local building codes or regulations.
2. This project was constructed under International Building Code or equivalent.
3. Consult local building officials to determine if a building permit is required for this project.
4. The drawings do not include details pertaining from errors, omissions, deficiencies, improper construction or defects of the drawings.

Acknowledged by _____ Date _____
Customer/Contractor Signature

CONTRACTOR:	NEW HORIZON
OWNER:	MODEL #A72

DATE	B.B.
DATE	04-18-23
SQ. FT.	NOTED
AM. INAL.	2313640
NOTE	NOTED
SHEET	01



PROGRESSIVE PLAN
 DESIGN LLP
 RESIDENTIAL ARCHITECTURE
 (507) 775-6877
 714 COUNTY RD. 3 N.W. BYRON MN, 55920
 progressiveplanlps@gmail.com

These drawings have been prepared using information provided by the customer/contractor. The customer/contractor is responsible for providing accurate information and for obtaining all necessary permits. The architect is not responsible for the accuracy of the information provided or for the results of the construction. The architect is not responsible for the construction of the building or for the safety of the building. The architect is not responsible for the construction of the building or for the safety of the building. The architect is not responsible for the construction of the building or for the safety of the building.

Customer/Contractor Signature _____ Date _____

CONTRACTOR: _____
 OWNER: _____
 MODEL #A72

DATE: 04-11-23
 BY: B.B.
 CHECKED: NOTED
 2313640
 NOTED
 1/11/11 10:00

PURCHASE AGREEMENT

RECEIVED OF New Horizon Homes, LLC the sum of \$500.00 as earnest money in part payment for the purchase of property in Mower County, Minnesota, described as:

Lot 1, Block 2, Nature Ridge Third in Outlot D and Outlot E, Nature Ridge and Northeast Quarter of the Southeast Quarter of Section 35, Township 103 North, Range 18 West, Austin, Mower County, Minnesota.

LEGAL TO GOVERN, all of which property the undersigned has this day sold to the buyer for the sum of \$46,900.00, which the buyer agrees to pay as follows: Earnest money \$500.00 (paid) and \$46,400.00 cash when the buyer obtains the construction loan but not later than September 1, 2023. Seller will defer \$10,000.00 of the purchase price until the spec home is sold by buyer herein and buyer will sign a Promissory Note for 10,000.00 with no interest to accrue.

The real estate taxes due and payable in the year 2023 shall be prorated as of the date of closing. The real estate taxes due and payable in the year 2024 and thereafter shall be paid by the buyer.

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

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

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

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

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

The seller further agrees to deliver possession not later than September 1, 2023 PROVIDED THAT ALL THE CONDITIONS OF THIS AGREEMENT HAVE BEEN COMPLIED WITH. Closing date shall be on or before September 1, 2023.

The Seller shall at its sole cost and expense provide Buyer with a current Commitment from a title insurer acceptable to Buyer for issuance of an Owner's Title Insurance Policy (the "Title Commitment"). Buyer shall be allowed twenty (20) days after receipt of the Title Commitment for examination and the making of any objections thereto, such objections (exclusive of any of the Permitted Title Exceptions) to be made in writing or deemed to be waived. If any objections are so made, Seller shall be allowed sixty (60) days after receipt of such objections to

make title marketable. If title is not marketable and is not made to within said sixty (60) days of this Agreement, Buyer may either (i) waive the uncured title defect and proceed with this transaction; (ii) terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be returned to Buyer and the parties shall be relieved of all further liability under this Agreement; (iii) exclude from this Agreement in writing the portions of the Property affected by the uncured title defect and proceed with this Agreement as to the remainder of the Property, with appropriate adjustment in the Purchase Price. If the title to the Property is found marketable or is made so within said time, and this Agreement is terminated by Seller in accordance with Minnesota Statutes Section 559.21, all Earnest Money shall be retained by Seller as liquidated damages.

(1) The following shall be Permitted Title Exceptions:

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

(2) The following shall not be Permitted Encumbrances:

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

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

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

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

complete.

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

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

Dated this 24th day of April, 2023.

**NATURE RIDGE PROPERTIES OF
AUSTIN CO., Seller**

By _____
Paul V. Sween, Its Manager

**NEW HORIZON HOMES, LLC,
Buyer**

By Jon Blaine
Jon Blaine, Its President

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

F:\SFMSFM PVS DICTATION\91226 PURCHASE AGREEMENT Lot 4, Block 2, Nature Ridge 3rd - 8-5-21.docx

RESOLUTION NO.

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

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

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

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

WHEREAS, New Horizon Homes, LLC is the owner of certain property within the City of Austin legally described as follows:

Lot 1, Block 2, Nature Ridge Third Addition, City of Austin, County of Mower

WHEREAS, New Horizon Homes, LLC has made application to the City of Austin for the abatement of taxes as to the above-described parcel; and

WHEREAS, New Horizon Homes, LLC 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.

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 3rd day of September, 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: T-Mobile First Amendment to the Lease

The City of Austin hosts a cell tower at our waste water treatment plant property for the benefit of T-Mobile. They have asked for an extension to the lease through 2052 while increasing the payments to the City of Austin over the term.

The city first entered into this agreement in 2002 and currently receives \$874.50 per month with an expected expiration of September 30, 2032.

Terms of the extension/amendment are as follows (Exhibit 1):

- Renewal bonus of \$5,000;
- Increase in payments to \$2,000 per month starting October 1, 2027;
- 5 number of renewals with 15% on top of the \$2,000 starting in 2032 and 15% increase moving forward until the termination of the lease in each successive extension until 2052 and
- 15% of revenue from any co-location uses on the tower.

Obviously, we have a huge investment at the WWTP but the current tower, after visiting with our City Engineer, does not present any issues with renewal and location at this site.

Please let me know if you have any questions.

Council Action is requested to approve the resolution included as Exhibit 1 for a lease with T-Mobile and authorize the Mayor to sign and Recorder attest the agreement.

FIRST AMENDMENT TO SITE LEASE WITH OPTION

THIS FIRST AMENDMENT TO SITE LEASE WITH OPTION (the “First Amendment”) is made effective this ____ day of _____, 2024 (“Effective Date”), by and between CITY OF AUSTIN, a corporate municipality in the State of Minnesota (hereinafter referred to as “Landlord”) and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as “Tenant”).

RECITALS

WHEREAS, Landlord and VoiceStream Minneapolis, Inc., a Delaware corporation (“Original Tenant”) entered into a Site Lease with Option dated September 20, 2002 (the “Original Lease”), together with an Addendum to Site Lease with Option of even date therewith (“Addendum”) (the Original Lease and Addendum are collectively referred to as the “Lease”), a memorandum of which was recorded in the official records of Mower County, Minnesota (“Official Records”) on November 12, 2002 at Document No. 509357, whereby Original Tenant leased certain real property, together with access and utility easements, located in Mower County, Minnesota from Landlord (the “Premises”), all located within certain real property owned by Landlord (“Landlord’s Property”); and

WHEREAS, T-Mobile USA Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on October 1, 2002 and expired on September 30, 2007. The Lease provides for five (5) extensions of five (5) years each, four (4) of which were exercised by Tenant. According to the Lease, the final extension expires on September 30, 2032; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Renewal. Section 5 of the Original Lease is hereby deleted in its entirety and the following inserted in its place:

At the conclusion of the Initial Term, Tenant shall be entitled to nine (9) extensions of five (5) years each (each extension is referred to as a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be increased by Fifteen percent (15%) of the Rent paid over the preceding term. The Initial Term and any Renewal Term shall be collectively referred to as the "Lease Term". The Lease Term shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord in writing of its intention not to renew at least sixty (60) days prior to the expiration of the then current five year term. If Tenant remains in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) Renewal Terms, leaving a balance of five (5) Renewal Terms. If all Renewal Terms are exercised, the final Renewal Term will expire on September 30, 2052.

3. Rent.

a) 2027 Rent Increase. On October 1, 2027 the monthly Rent shall increase to Two Thousand and 00/100 Dollars (\$2,000.00) per month. Following such increase, the monthly Rent shall continue to adjust pursuant to the terms of the Lease. This Rent increase replaces and is in lieu of the regular Rent increase scheduled to occur pursuant to the Lease on the same date.

4. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

5. Conditional Signing Bonus. Lessee will pay to Lessor a one-time amount of Five Thousand and 00/100 Dollars (\$5,000.00) for the full execution of this First Amendment, payable within sixty (60) days of the full execution of this First Amendment ("Conditional Signing Bonus"). In the event that this First Amendment (and any applicable memorandum of Lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

6. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

a) Landlord is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Landlord's obligations under the Lease as amended hereby.

b) Tenant is not currently in default under the Lease, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure

Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

d) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's Property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

7. Notices. Tenant's notice address as stated in Section 12 of the Original Lease is amended as follows:

If to Tenant:

T-Mobile USA Tower LLC
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Leasing Administration

With a copy to:

T-Mobile USA Tower LLC
c/o CCTMO LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

8. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Landlord's Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the Rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

9. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

10. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this First Amendment is hereby amended to be consistent.

11. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this First Amendment in the Official Records at any time following the execution of this First Amendment by all parties hereto.

[Signature pages follow]

Landlord and Tenant have caused this First Amendment to be duly executed on the day and year first written above.

LANDLORD:

CITY OF AUSTIN, a corporate municipality
in the State of Minnesota

By: _____

Print Name: _____

Title: _____

Landlord affirms that this First Amendment
was approved at a duly noticed public meeting
held on

_____ 2024

[Tenant Execution Page Follows]

This First Amendment is executed by Tenant as of the date first written above.

TENANT:

T-MOBILE USA TOWER LLC, a Delaware
limited liability company

By: CCTMO LLC, a Delaware limited
liability company

Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

SPACE ABOVE THIS LINE RESERVED FOR RECORDER’S USE

WHEN RECORDED RETURN TO:

T-Mobile USA Tower LLC
c/o Post Closing – Recording
8020 Katy Freeway
Houston, TX 77024

Prepared by:

Weiss Brown, PLLC
6263 N. Scottsdale Rd., Suite 340
Scottsdale, AZ 85250

Document Title: Memorandum of First Amendment to Site Lease with Option

Document Date: _____, 2024

LANDLORD/GRANTOR: CITY OF AUSTIN, a corporate municipality in the State of
Minnesota

Address: 500 NE 4th Ave, Austin, Minnesota 55912

TENANT/GRANTEE: T-MOBILE USA TOWER LLC, a Delaware limited liability company

Address: 2000 Corporate Drive, Canonsburg, Pennsylvania 15317

Legal Description: See Exhibit “A”

A.P.N: 34.880.0202

Common Address: 1205 S. Main Street, Austin, MN 55912

Cross Reference: November 12, 2002 at Document No. 509357

MEMORANDUM OF FIRST AMENDMENT TO
SITE LEASE WITH OPTION

This Memorandum of First Amendment to Site Lease with Option is dated as of the date of Landlord's signature, and made effective as of the date of execution by the last party hereto to sign ("Effective Date") by and between CITY OF AUSTIN, a corporate municipality in the State of Minnesota, with a mailing address of 500 NE 4th Ave, Austin, Minnesota 55912 (hereinafter referred to as "Landlord") and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

1. Landlord and VoiceStream Minneapolis, Inc., a Delaware corporation ("Original Tenant") entered into a Site Lease with Option dated September 20, 2002 (the "Original Lease"), together with an Addendum to Site Lease with Option of even date therewith ("Addendum") (the Original Lease and Addendum are collectively referred to as the "Lease"), a memorandum of which was recorded in the official records of Mower County, Minnesota ("Official Records") on November 12, 2002 at Document No. 509357, whereby Original Tenant leased certain real property, together with access and utility easements, located in Mower County, Minnesota from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"). The Premises is more particularly described on Exhibit A attached hereto.

2. T-Mobile USA Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant.

3. The Lease had an initial term that commenced on October 1, 2002 and expired on September 30, 2007. The Lease provides for five (5) extensions of five (5) years each, four (4) of which were exercised by Tenant (each extension is referred to as a "Renewal Term"). According to the Lease, the final Renewal Term expires September 30, 2032.

4. Landlord and Tenant have entered into a First Amendment to Site Lease with Option (the "First Amendment"), of which this is a Memorandum, providing for four (4) additional Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on September 30, 2052.

5. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

6. This Memorandum does not contain the social security number of any person.

7. A copy of the First Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:

CITY OF AUSTIN, a corporate municipality
in the State of Minnesota

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2024, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of CITY OF AUSTIN, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of First Amendment to Site Lease with Option, and in due form of law acknowledged that he/she is authorized on behalf of said corporate municipality to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said corporate municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

TENANT:

T-MOBILE USA TOWER LLC, a Delaware
limited liability company

By: CCTMO LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2024, before me, the subscriber, a Notary Public in
and for said State and County, personally appeared _____, the
_____ of CCTMO LLC, known or identified to me to be the person
whose name is subscribed to the foregoing Memorandum of First Amendment to Site Lease with
Option, and in due form of law acknowledged that he/she is authorized on behalf of said company
to execute all documents pertaining hereto and acknowledged to me that he/she executed the same
as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said
State and County on the day and year last above written.

Notary Seal

(Signature of Notary)

My Commission Expires: _____

EXHIBIT A
(Legal Description of Premises)

SITUATE IN THE COUNTY OF MOWER AND STATE OF MINNESOTA.

Lease Tract Description

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 102 NORTH, RANGE 18 WEST OF THE FIFTH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 30 MINUTES 02 SECONDS EAST, BEARINGS BASED ON MOWER COUNTY COORDINATE GRID, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1424.40 FEET; THENCE ON A BEARING OF NORTH A DISTANCE OF 682.85 FEET TO THE POINT OF BEGINNING OF THE LEASE TRACT TO BE DESCRIBED; THENCE CONTINUING ON A BEARING OF NORTH A DISTANCE OF 50.00 FEET; THENCE ON A BEARING OF EAST A DISTANCE OF 50.00 FEET; THENCE ON A BEARING OF SOUTH A DISTANCE OF 50.00 FEET; THENCE ON A BEARING OF WEST A DISTANCE OF 50.00 FEET TO SAID POINT OF BEGINNING.

THE AREA OF PROPOSED LEASE TRACT IS 2,500 SQUARE FEET.

Access & Utility Easement Description

A STRIP OF LAND 20.00 FEET IN WIDTH OVER THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 102 NORTH, RANGE 18 WEST OF THE FIFTH PRINCIPAL MERIDIAN. THE CENTER LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 30 MINUTES 02 SECONDS EAST, BEARINGS BASED ON MOWER COUNTY COORDINATE GRID, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1424.40 FEET; THENCE ON A BEARING OF NORTH A DISTANCE OF 682.85 FEET; THENCE ON A BEARING OF WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTER LINE TO BE DESCRIBED; THENCE ON A BEARING OF NORTH A DISTANCE OF 361.06 FEET; THENCE ON A BEARING OF WEST A DISTANCE OF 50.98 FEET TO THE EAST LINE OF MAIN STREET SOUTHEAST AND SAID CENTER LINE THERE TERMINATING.

THE AREA OF THE PROPOSED ACCESS EASEMENT IS 8,240 SQUARE FEET.

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

"Tenant may sublet all or any part of the Premises and any easements related thereto. In addition to the payments of Rent due Landlord >pursuant to Section 4 above, Tenant shall pay the Landlord additional >rental fees as other subtenants collocate facilities on the Premises. Tenant shall pay to Landlord an amount equal to fifteen percent (15%) of the gross rental amount actually collected from each subtenant for occupancy rights on the Premises ("Subtenant Rent") pursuant to the terms and conditions of any sublease agreement which may be entered into between Tenant and any subtenant, including, but not limited to, commercial mobile radio service providers, fixed wireless internet service providers, public utilities wireless meter-reading service providers and paging companies. Subtenant Rent shall specifically exclude any amounts paid to Tenant which represent reimbursement to Tenant of any capital costs incurred by Tenant in connection with the development and improvement of the Premises including, without limitation, all costs associated with the identification of the Property, the negotiation of this Lease, applying for any necessary government approvals, and constructing the antenna tower and foundation (including without limitation, surveys, designs, foundation, steel, and erection of the antenna tower and supporting facilities). Payment to Landlord of said Subtenant Rent may be included with the monthly Rent payment by Tenant not more than sixty (60) days after the first monthly Rent payment due date after the actual collection of the Subtenant Rent amount or paid separately to Landlord by Tenant, at the Tenant's election, not more than sixty (60) days after the first monthly Rent payment due date after the actual collection of the Subtenant Rent amount. No Subtenant Rent shall be due from Tenant for any subtenant during any interval that Tenant receives no cash rent from such subtenant."

LANDLORD: City of Austin

By: Bonnie Besse Rietz
Printed Name: Bonnie Besse Rietz
Its: Mayor
Date: September 16, 2002

LANDLORD:
By: Tom Dankert
Printed Name: Tom Dankert
Its: City Recorder
Date: September 16, 2002

TENANT: VoiceStream Minneapolis, Inc.
By: Michael O'Rourke
Printed Name: Michael O'Rourke
Its: Director of Engineering and Operations
Date: 9/20/02

RESOLUTION NO.

T-MOBILE FIRST AMENDMENT TO SITE LEASE

BE IT RESOLVED, that the City Council authorizes the Mayor and Recorder to sign a first amendment to the site lease with option, with T-Mobile USA Tower LLC. A copy of said agreement is attached hereto.

WHEREAS, the City will enter into this agreement and extend the lease through 2052;
and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin does grant the Mayor and Recorder authorization to sign the agreement.

Passed by the City Council this 19th day of August, 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, PE
Date: August 28, 2024
Subject: Bids – Waterway Tree Removal

The high waters of the June flood event deposited fallen trees within and along the Cedar River, Mill Pond, East Side Lake, and Dobbins Creek. We inspected these waterways and have requested bids from contractors to remove the trees that are causing or have the potential to obstruct these waterways.

The bids are summarized below:

Contractor	Bid Amount
Hansen Hauling & Excavating, Inc.	\$27,400.00
Jim's Excavation, LLC	\$65,000.00

The bids also included a provision for additional trees to be removed that were not identified in the plan. Extra trees to be removed would be determined by the city.

Contractor	Extra Tree Amount
Hansen Hauling & Excavating, Inc.	\$1,200.00
Jim's Excavation, LLC	\$2,500.00

The project will be funded using the Property/Liability Insurance Risk Management Fund. We will seek reimbursement from FEMA for these costs. We would recommend awarding the project to Hansen Hauling & Excavating, Inc. If you have any questions, please contact me.

RESOLUTION NO.

**AWARDING BID FOR REMOVAL OF FALLEN TREES WITHIN AND ALONG THE CEDAR RIVER,
MILL POND, EAST SIDE LAKE, AND DOBBINS CREEK.**

WHEREAS, pursuant to solicitation for bids for the following local improvements:

Removal of Fallen Trees

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

<u>Contractor</u>	<u>Bid</u>
Hansen Hauling & Excavating, Inc.	\$27,400.00
Jim's Excavation, LLC	\$65,000.00

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

AND, WHEREAS, the bids also included a provision for additional trees to be removed that were not identified in the plan. Extra trees to be removed would be determined by the city.

<u>Contractor</u>	<u>Extra Tree Amount</u>
Hansen Hauling & Excavating, Inc.	\$1,200.00
Jim's Excavation, LLC	\$2,500.00

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

Removal of Fallen Trees Within and Along the Cedar River, Mill Pond, East Side Lake, And
Dobbins Creek.

Passed by a vote of yeas and nays this 3rd day of September, 2024

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin
Brianne Wolf,
City Clerk



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

TO: Mayor and City Council Members

FROM: Brianne D. Wolf, City Clerk

RE: Setting Assessment Hearings

DATE: August 28, 2024

Attached is a resolution for the fall assessment hearings. The resolution will set the assessment hearings for October 7, 2024 at 5:30 p.m. for the following items:

- Snow Removal
- Junk Removal
- Weed Removal and Grass Removal
- Miscellaneous Sidewalk and Driveway Projects
- Administrative Citations
- Unpaid Vacant Fees
- Hazardous Housing Mitigation
- Unpaid Sewer Bills
- Other Unpaid City Billings

Each property owner will be mailed notice of the hearing and a notice will be published in the Austin Daily Herald.

Please let me know if you have any questions.

RESOLUTION NO.

RESOLUTION SETTING HEARING ON PROPOSED ASSESSMENTS

WHEREAS, by resolution passed by the Council, the City Clerk is directed to prepare proposed assessments on the cost of the following projects:

2024 Snow removal
2023-2024 junk removal
2023-2024 weed removal and grass removal
Miscellaneous sidewalk and indrive projects
Administrative citations
Vacant Property fees
Hazardous housing mitigation
Unpaid sewer bills
Other unpaid city billings

AND, WHEREAS, the City Clerk has notified the Council that such proposed assessments have been completed and filed in the office for public inspection.

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

1. A hearing shall be held on the 7th day of October, 2024 in the City Hall Council Chambers at 5:30 p.m. to pass upon such proposed assessments, and at such time and place all persons owning property affected by such improvements will be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on proposed assessments to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total cost of the improvement. City Clerk shall cause mail notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may pay his or her assessment at any time prior to certification of the assessment on such property with interest accrued to the date of payment to the City, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessments. He or she may at any time thereafter pay to the City the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which such payment is made.

Passed by a vote of yeas and nays this 3rd day of September, 2024.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

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



Phone: 507-437-9940

www.ci.austin.mn.us

TO: Mayor and City Council

FROM: Tom Dankert *TJD*
Director of Administrative Services

DATE: July 18, 2024

RE: City hall water infiltration
U:\Word\2024\Miscellaneous\Stucco Repair.doc

City Administrator Clark has noted some water infiltration around his windows. It appears to be from the wrong pitch on a metal cap on the brickwork underneath the windows. The moisture has caused the stucco to crack at the window corners allowing the water into the windows.

The repair that Eric has proposed is to cut the stucco and insulation behind it high enough to remove the metal cap and inspect the wall substrate for rot. He will then remove a course of brick and have new cap made and installed, this will give the correct pitch on the metal away from the building. He then plans to reskim and finish the entire wall section to ensure an even finish.

The south facing wall has cracks at the bottom of the stucco finish caused from moisture behind the stucco. The plan to repair this is for me to bring a lift in and recalk the brick to the wall at the second floor to prevent water intrusion. Eric will then patch the bad spots and reskim and finish the wall sections.

The estimated cost of the project is \$19,200 and we would propose to take it out of the Building Fund.

Please let me know if you have any questions!

TOTAL DRYWALL AND PLASTERING

407 8TH ST NW

Austin, MN 55912 US

(507)438-1324

esbell_2000@yahoo.com

Estimate**ADDRESS**

City Hall

Austin MN

ESTIMATE #

1109

DATE

07/11/2024

ACTIVITY	QTY	RATE	AMOUNT
Elfs EAST WALL Remove stucco strip to remove metal. Remove one brick to gain positive drainage slope for metal. replace foam, re skim and refinish complete section of wall. caulk where needed. includes, labor and materials for EIFS and metal work.	1	16,500.00	16,500.00
Services South Wall Redo south East wall section where cracking is occurring. reskim and refinish wall section. re caulk. labor and material included.		2,700.00	2,700.00

TOTAL**\$19,200.00**

Call with questions

Thanks

Eric Bell

507-438-1324

Accepted By

Accepted Date

RESOLUTION NO.

AWARDING BID FOR REPAIR OF CITY HALL WATER INFILTRATION AND STUCCO

WHEREAS, Total Drywall and Plastering will inspect and repair the stucco around City Hall and repair the water infiltration around the windows.

WHEREAS, The project costs will be \$19,200. The funds for this project will come from the building fund.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Austin, Minnesota hereby accept and the Mayor and City Recorder are hereby authorized and directed to enter into the standard city contract with Total Drywall and Repair in the name of the City of Austin for the following:

Repair of City Hall Water Infiltration and Stucco

Passed by a vote of yeas and nays this 3rd day of September, 2024

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin
Zoning Department



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

Memorandum

To: Mayor and City Council

Cc: Bonnie Anderley
303 13th St NE
Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Hazardous Structures located at 303 13th St NE Austin MN 55912

Date: August 28, 2024

May I ask the City Council to review and approve this resolution classifying the property located at 303 13th St NE Austin, Minnesota, as hazardous pursuant to Minnesota Statutes 463.15 – 463.261. City staff has been dealing with numerous complaints regarding this property and the owner has failed to repair these structural deficiencies. (See attached)

If you should have any questions regarding this matter, please call me at my office at 507-437-9952.

Thank You!

City of Austin
Building Department



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

June 4th, 2024

Bonnie Anderley
303 13th St NE
Austin, MN 55912

RE: Violations at 303 13th St NE Austin, MN 55912

Dear Bonnie:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property June 3rd, 2024. An investigation of this complaint was conducted on at this site, and the following issues need to be resolved:

1. **Repair/Replace shingles and roof decking on garage**
2. **Or demo garage**

The violation of International Property Maintenance Code Sections 304 & 108 were found. These Property Maintenance Code Sections read as follows:

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drain- age shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

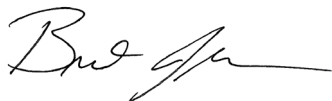
108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described below shall be considered:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

Please contact the Austin Planning & Zoning Department at 437-9950 to discuss the above mentioned Property Maintenance Code violations within the next **30 days**, or the City of Austin will take further action in efforts to resolve these violations. You will be fined a minimum of \$100, the amount varies depending on the type of violations. Your cooperation with this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Johnson", with a stylized flourish at the end.

Brent Johnson
Zoning Inspector

RESOLUTION NO. _____

**RESOLUTION ORDERING SECURING AND RAZING OF A HAZARDOUS BUILDINGS
(GARAGE ONLY)
LOCATED AT 303 13TH ST NE AUSTIN, MINNESOTA
OWNED BY BONNIE ANDERLEY**

WHEREAS, Pursuant to Minnesota Statutes, Section 463.15 to 463.61, the City Council of Austin, Minnesota, finds the building located at 303 13th St NE to be a hazardous building for the following reasons:

1. Repair/Replace shingles and roof decking on garage

WHEREAS, The conditions listed above are more fully documented in the inspection report prepared by Brent Johnson on June 4th, 2024 a copy (or copies) of which is (are) attached to the resolution as Exhibit A.

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

1. Pursuant to the foregoing findings and in accordance with Minnesota Statutes, Sections 463.15 to 463.261, the City Council hereby orders the record owner(s) of the above hazardous buildings to make such buildings safe to the public health, welfare, and safety by taking the following actions:
 - 1. Repair/Replace shingles and roof decking on garage**
 - 2. Or demo garage**
2. The repairs listed above must be made within 30 days after the order is served upon the record owner and in compliance with applicable codes, regulations and permits.
3. The City Council further orders that unless such corrective action is taken, the building(s) is/are ordered to be razed, the foundation(s) filled and the property left free of debris in compliance with all applicable codes, regulations and permits. The structures must be removed within 20 days after the initial 30 day repair period has expired.
4. If corrective action is not taken and an answer is not served within 20 days as specified in Minn. Stat. Section 463.18, a motion for summary enforcement of this order will be made to the District Court of Mower County.
5. In accordance with Minn. Stat. Section 463.24, the owner or occupant must remove all personal property and/or fixtures that will reasonably interfere with the work within 14 days. If the property and/or fixtures are not removed and the city enforces this order, the city may sell personal property, fixtures, and/or salvage materials at a public auction after three days posted notice.
6. The City Council further orders that if the city is compelled to take any corrective action herein, all necessary costs expended by the city will be assessed against the real estate concerned and collected in accordance with Minnesota Statutes, Section 463.22, 463.161 and 463.21.

7. The Mayor, City Recorder, City Attorney and other officers and employees of the City are authorized and directed to take such action, prepare, sign and serve such papers as are necessary to comply with this order and to assess the costs thereof against the real estate described above for collection along with taxes.
8. The city attorney is authorized to proceed with the enforcement of this order as provided in Minn. Stat. Sections 463.15 to 463.261.

Passed by a vote of Yeas and Nays this _____ day of _____, 2024

YEAS _____ NAYS _____

ATTEST:

APPROVED:

City Recorder

Mayor

TIME STAMP 

August 28, 2024
10:37 AM

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, PE
Date: August 29, 2024
Subject: Bids – Asbestos Abatement
310 2nd St NE. Former Austin Daily Herald Building

The City of Austin received bids for the removal of asbestos containing materials located at 310 2nd St NE on Wednesday, August 28th, 2024. Work will consist of the removal of glazing on windows, floor tile/mastic, vault door, wall adhesive, sheetrock wall taping compound, and vibration damper. The bids are summarized below.

<u>Contractor</u>	<u>Total</u>
Environmental Plant Services	\$167,633
Mavo Systems, Inc.	\$163,700
ECCO Midwest, Inc.	\$172,270

The project will be funded using the dollars set aside for the project. We would recommend awarding the asbestos abatement to Mavo Systems, Inc. If you have any questions, please contact me.

Environmental Phase I & II	\$20,000 <i>est. paid by the brownfield grant</i>
Asbestos design and bidding	\$4,975 plus \$24 per asbestos bulk sample
Asbestos Abatement	\$163,700
Demolition	\$107,900 <i>proposed</i>

RESOLUTION NO.

AWARDING BID FOR ASBESTOS ABATEMENT

WHEREAS, pursuant to solicitation for bids for the following local improvements:

Removal of Asbestos at 310 2nd Street NE – The former Austin Daily Herald Building.

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

<u>Contractor</u>	<u>Total</u>
Environmental Plant Services	\$167,633
Mavo Systems, Inc.	\$163,700
ECCO Midwest, Inc.	\$172,270

AND, WHEREAS, it appears Mavo Systems, Inc, Inc is the lowest responsible bidder.

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

Removal of Asbestos at 310 2nd Street NE – The former Austin Daily Herald Building

Passed by a vote of yeas and nays this 3rd day of September, 2024

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor