

A G E N D A
CITY COUNCIL MEETING
TUESDAY, FEBRUARY 18, 2025
5:30 P.M.
COUNCIL CHAMBERS

Call to Order.

Pledge of Allegiance.

Roll Call.

(mot) 1. Adoption of Agenda

(mot) 2. Approving minutes from February 3, 2025

3. Recognitions and Awards

(mot) 4. *Consent Agenda

Licenses:

Temporary Liquor: LIFE Mower County on April 26, 2025

Temporary Gambling (raffle): Austin Junior All Star Baseball Inc. on June 15, 2025

Sign Installer: 3 Rivers Sign, LLC Onalaska, WI

Claims:

a. Pre-list of Bills

b. Investment Report

Event Applications:

Running with Ella 5k on August 23, 2025

PUBLIC HEARINGS:

6. Public hearing on street improvements on 6th Street NE (30th Avenue to 36th Avenue NE), Project 19106
(res) a. Resolution ordering improvement, approving plans and specifications and ordering advertisement for bids
7. Public hearing on street improvements on 21st Street SW (4th Drive to 12th Street SW), Project 25102
(res) a. Resolution ordering improvement, approving plans and specifications and ordering advertisement for bids
8. Public hearing on street improvements on 6th Avenue NE (18th Drive to 19th Street NE) and 18th Drive NE (5th Avenue to 6th Avenue NE), Project 25106
(res) a. Resolution ordering improvement, approving plans and specifications and ordering advertisement for bids

9. Public hearing on street improvements on 25th Street SW (Oakland Avenue West to 7th/8th Avenue SW), Project 25107
(res) a. Resolution ordering improvement, approving plans and specifications and ordering advertisement for bids
10. Public hearing for Nature Ridge Fourth Addition plat approval – Holly Wallace
(res) a. Approving the final plat for Nature Ridge Fourth Addition
Development Agreement Presentation – Steven Lang
(res) b. Approving a development agreement for Nature Ridge Fourth Addition
(res) c. Approving an agreement of assessment and waiver of irregularity and appeal

PETITIONS AND REQUESTS:

- (res) 11. Setting public hearings for March 18, 2025 for street improvement project assessments
- (res) 12. Approving an airport farm lease with Dave Morse
- (res) 13. Approving an Airport T-Hangar grant
- (res) 14. Approving addendum #1 to the WWTP levee design
- (mot) 15. Approving 2025 fireworks contract
- (res) 16. Approving a parking lot lease with Mower County
- (res) 17. Renewing a joint powers agreement for the Internet Crimes Against Children Taskforce
- (res) 18. Accepting donations

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator
City Council

- (mot) Adjourn to **Monday, March 3, 2025** at 5:30 pm in the Council Chambers

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

M I N U T E S
CITY COUNCIL MEETING
February 3, 2025
5:30 PM
Council Chambers

MEMBERS PRESENT: Mayor King. Council Members Paul Fischer, Laura Helle, Jason Baskin, Michael Postma, Joyce Poshusta, Rebecca Waller (5:45 p.m.) 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, Public Works Director Steven Lang, Fire Chief Jim McCoy, Park and Rec Director Jason Schon, City Attorney Craig Byram, Library Director Julie Clinefelter, Assistant City Engineer Andrew Sorenson, and City Clerk Brianne Wolf

APPEARING IN PERSON: Austin Daily Herald, Streets Superintendent Mike Loucks, Sewer Department Supervisor Jeremy Mason

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

Moved by Council Member Fischer, seconded by Council Member Postma, approving the agenda as amended. Carried.

Moved by Council Member Fischer, seconded by Council Member Postma, approving Council minutes from January 21, 2025. Carried.

CONSENT AGENDA

Council Postma proposed removing the tobacco license from the consent agenda for RTH at Austin, Inc for further discussion.

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

Licenses:

Massage Therapist: Rebecca Arndt, Austin, MN
Cab Driver: Vincent King, Brownsdale, MN
Mobile Business: Solem Concessions, Inc., Austin, MN
Edible Cannabinoid: RTH at Austin, Inc, Austin, MN

Claims:

a. Pre-list of Bills

b. Credit Card Report

Event Applications:

National Night Out on August 5, 2025

Carried.

The Council discussed the tobacco license for RTH at Austin, Inc, Austin, MN that was removed from the consent agenda.

Council Member Postma stated there was a citizen that was concerned with the number of tobacco businesses in Austin and wondered if there are any regulations in regards to this. Council Member Postma would like to know if this topic would be worth a discussion and if others have the same thoughts. He would like to know if this should be tabled to a work session.

Mayor King stated the City is not dissimilar from neighboring communities. Albert Lea, Red Wing, and Winona have three smoke shops, Rochester has ten, Faribault has four and Austin currently has two; soon to be three. He does not believe we are becoming smoke city. He believes the private market drives this. If there is not a need for this type of business, the market will dictate that. He stated convenience stores also sell tobacco products.

Council Member wanted clarification that local law enforcement does spot checks to see that these types of businesses are only selling products to people that are of legal age. She wanted to know to if there was any prohibition of a smoke shop near schools.

Mayor King stated there is a gas station located right across the street from the high school. He stated the police are doing compliance checks on businesses for tobacco and alcohol.

Council Member Helle stated knowing the City has to balance being business friendly and having the appropriate checks and balances in place; they license businesses individually and if they have an issue with a specific business they can revoke their license. The City also performs compliance checks so she would be in favor of approving the license.

Moved by Council Member Helle, seconded by Council Member-at-Large Austin, approving the Tobacco License for RTH at Austin, Inc, Austin, MN. Carried.

PETITIONS AND REQUESTS

Mayor King requested a motion for the approval of the temporary liquor and microdistillery ordinance.

Moved by Council Member Poshusta, seconded by Council Member Fischer, for preparation of the temporary liquor and microdistillery ordinance. Carried.

Moved by Council Member-at- Large Austin, seconded by Council Member Poshusta, for the adoption of the temporary liquor and microdistillery ordinance. Carried 6-0.

Moved by Council Member Fischer, seconded by Council Member Postma, approving a resolution for summary publication of the ordinance. Carried 6-0.

Moved by Council Member-at-Large Austin, seconded by Council Member Helle, approving a request for sale of equipment by the Parks and Recreation Department. Carried.

Director of Public Works Steven Lang stated since 2012 the City has been working with Kevin Finley for farming tillable acres at the Creekside Business Park. For 2025, the City is looking at establishing more of a grass, alfalfa mix on the south side of 27th Avenue NW. They are trying to make the transition now with the investment that has been made out at Creekside to start to make those lots look more marketable.

Mr. Lang proposed to only charge for thirty-nine acres north of 27th Avenue NW at a rate of \$200 per acre. The area to the South of 27th Avenue NW, would be free rent this year because Mr. Finley will have to spend his own money to plant the new crop and it is very unlikely he will yield much of a crop in 2025. Mr. Lang would recommend a lease agreement to Kevin Finley for \$7,800 for 2025.

Council Member Fischer asked if Mr. Finley will to stick with this lease agreement, would the City need to look at proposing a longer lease agreement and what if Mr. Finley were to discontinue this agreement.

Mr. Lang stated at this time Mr. Finley requested a one-year agreement and the alfalfa grass mix is preferred by Mr. Finley as he raises cattle. Mr. Lang stated this relationship would be one that he sees working together in the future until the property would sell.

Moved by Council Member Baskin, seconded by Council Member Fischer, to adopt a resolution approving a farm lease with Kevin Finley. Carried 6-0.

Director of Administrative Services Tom Dankert requested Council approve a contract with Huffman Flooring for installation of flooring in the lower level of City Hall and in front of the elevator in the north end of the building.

Moved by Council Member Baskin, seconded by Council Member-at-Large Austin, to adopt a resolution and approving an agreement with Huffman Flooring for replacement of flooring at City Hall. Carried 6-0.

Council Member Poshusta would like staff to look at getting bids for updates to be done to the bathrooms in the lower level of City Hall and would like them remodeled to ADA compliance. They requested Director of Administrative Services Tom Dankert look into this.

Public Works Director Steven Lang presented a feasibility report to Council for street improvements on 14th Avenue NE & 19th Street NE Project 25303. He stated the project is feasible and will have a total cost of \$1,635,000. Mr. Lang reviewed the project and requested a public hearing be held for the improvement on March 3, 2025.

Moved by Council Member Postma, seconded by Council Member Helle, adopting a resolution receiving a feasibility report and calling for a public hearing for March 3rd, 2025 for street improvements on 14th Avenue NE & 19th Street NE Project 25303. Carried 6-0.

Mayor King stated a request was made by the MNPEA Union and is of no cost to the City. The request is to modify the terms and conditions of employee's participation in the HCSP, a post-employment savings plan administered by the Minnesota State Retirement System (MSRS).

Moved by Council Member Baskin, seconded by Council Member Fischer, adopting a resolution approving an addendum to the MNPEA labor agreement. Carried 6-0.

Mayor King stated Steve Turner, an employee of the Parks and Recreation department, has requested City approval to participate in the sick leave donation program.

Moved by Council Member Fischer, seconded by Council Member Poshusta, approving the sick leave donation request. Carried.

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

Mayor King recognized all who have donated to the Austin Flower Basket Program for 2025. He requested that donations be accepted.

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

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 304 2nd Avenue SW, Dierker Property. Carried.

Public Works Director Steven Lang stated the City received a grant from the U.S. Department of Transportation Federal Aviation Administration. This grant would be allocated toward the construction of the ten-unit T-hanger. The grant is in the amount of \$137,000. It is part of the overall funding package that the City has for the T-hanger. He requested Council authorization and acceptance of this grant.

Council Member Postma asked Mr. Lang if there are concerns that the funding may not come through.

Mr. Lang relayed he would defer to Mr. Dankert on this issue.

Mr. Dankert stated there are always concerns but this grant is the least of the City's worries. The City also has a grant for the Waste Water Treatment Plant. Mr. Dankert has been watching it closely and at this point in time, everything still seems to be OK. He stated they sent in federal

grants last week for some of the City's other airport projects and they were told that they will process for payment.

Moved by Council Member Postma, seconded by Council Member Baskin, adopting a resolution accepting a grant to the City of Austin from the U.S. Department of Transportation Federal Aviation Administration for the T-Hangar construction at the Austin Municipal Airport. Carried 7-0.

REPORTS AND RECOMMENDATIONS

Director of Administrative Services Tom Dankert asked Council to sign the annual audit documentation provided to them. He also stated that ongoing construction will be happening at City Hall for the next month and asked for patience as it is progressing.

Library Director Julie Clinefelter stated the library will have shorten hours this week due to staff illness. She apologized for the inconvenience. She asked everyone to bear with them, and they hope to be back to normal soon.

Council Member Helle stated the Culture and Arts Commission is planning the Fourth Avenue Fest for Wednesday, June 4th. She wanted to commend the Parks and Recreation department for using a new feature to announce programming, which resulted in the public skate getting a really great crowd. They also are working with Austin Public Schools and the high school special education program on employment opportunities. They are making connections and helping to create great outcomes for the students and also great outcomes for the City, by creating another pool of future employees.

Council Member Helle thanked City employees for rallying around Steve Turner with the donation of PTO hours and supporting each other, working together and valuing other people even if they're not exactly the same. Lastly, she mentioned that the community of Austin works because immigrants and refugee communities come to this City. These individuals work for employers and they make things go. Austin isn't what it is without these people and they belong here. It is a great disservice to scapegoat them for everything that's wrong in the community or your life. She wanted to say for the record this is a great time to educate yourself or your employer about your rights in terms of interacting with ICE, if they should appear at your workplace or anywhere else in the community.

Council Member-at-Large Austin stated the library will be getting an updated and integrated system on May 1st of this year. During the upgrade the library will stay open. The library will be hosting Spanish language driver's education preparation classes. These classes were well received in the past and Library Director Julie Clinefelter was able to obtain another grant to host additional classes.

Council Member Postma thanked those who have donated time or helped to work at events for Paint the Town Pink. At the Plunging for Pink event, the City had a couple of their firefighters in the water for multiple hours. They were there on their own time volunteering for that event

which is fantastic and he wanted to say thank you. It's great to see all the events happening around town. He also sent his thoughts and prayers to Steve and Rendi and the Turner family.

Council Member Baskin also relayed different Paint the Town Pink events coming up. He stated there is a Gala Thursday night and Paint the Rink Pink on Saturday night. This is one of the great ways that the community comes together to raise money for cancer research and it is an incredible cause. He encourages everybody to get out and participate. He stated he will also be participating in hosting a delegation of European leaders coming to Austin on Thursday. They will be giving a presentation about the work that Austin is doing as a welcoming community.

Mayor King recognized Eric Johnson from ADH and wished him a Happy Birthday and read the February anniversaries.

Moved by Council Member-at-Large Austin, seconded by Council Member Helle, adjourning the meeting to February 18, 2025. Carried.

Adjourned: 6:01 p.m.

Approved: February 18, 2025

Mayor: _____

City Recorder: _____

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



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

Memorandum

To: Mayor & Council
From: Andrew Sorenson, PE
Date: February 18, 2025
Subject: 2025 Street Reconstruction Projects

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

- **6th Street NE**
- **21st Avenue SW**
- **6th Avenue & 18th Drive NE**
- **25th Street SW Mill & Overlay**

We held a one-hour open house, to provide people more flexibility to make the meeting. Again, the notices of the open house were included in assessment mailings. Of the 95 properties notified, we had approximately 14 representatives of those properties attend the open house.

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

- Project information sheet, with Text Alert sign-up instructions
- Detailed map of the planned work
- Street project FAQs
- Assessment information

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

Street Project FAQ's

Assessment Questions

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

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

Q: How are the street assessments determined?

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

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

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

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

The frontage to be assessed would be 75'.

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

Q: Why am I being assessed for sidewalk repairs?

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

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

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

Q: How do I pay for the assessments?

A: A bill for your assessment will be sent to you in late August. The payment due date is October 31, 2025. There are three options for you to make payment.

1. Pay the full amount by October 31, 2025, without interest.
 2. Pay at least 50% of the amount by October 31, 2025, the remainder would be added to your property taxes over a 15-year period with a 5.75% interest rate.
 3. Make no payment prior to October 31, 2025, the entire amount would be added to your property taxes over a 15-year period with a 5.75% interest rate.
- *This assessment will first show on your taxes in spring 2026.*
 - *If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold. Contact the City of Austin Finance Department for more information. 507-437-9940*

Construction Questions

Q: Where can I get updates about the project?

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

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

Q: Where will I park my vehicle during construction?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Assessment Information

- Assessments fund street improvements and sidewalk improvements.
- The goal is to fund 40% of street improvement costs through assessments to adjacent property owners. The remaining 60% of costs are funded through the City of Austin tax levy.
- The City establishes assessment rates every year that apply to all street projects throughout Austin.
- Below are the rates for 2025:

Land Use	Street Reconstruction Urban (Linear Foot)	Mill & Overlay (Linear Foot per inch)	Concrete Curb & Gutter* (Linear Foot)	Sidewalk	
				4" Thick (Square Foot)	6" Thick (Square Foot)
Residential	\$68.82	\$7.75	\$22.50	\$7.50	\$11.00
Commercial	\$98.28	\$9.75	\$22.50	\$7.50	\$11.00

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

- Street assessments are calculated by taking the length of the property's frontage and multiplying by the appropriate rate.
 - Example: A residential property with an 80' wide lot.
 $80 \text{ LF} \times \$68.82/\text{LF} = \$5,505.60$
- Residential properties located on the corner of two streets receive the corner lot policy which states that they will be assessed the average length of the two sides of the property.
 - Example: A residential property at the corner of 1st Street and 2nd Avenue
The property has 100' of frontage on 1st Street and 50' of frontage on 2nd Avenue
 $100 \text{ LF} + 50 \text{ LF} = 150 \text{ LF}$ $150 \text{ LF} / 2 \text{ sides} = 75 \text{ LF}$
 $75 \text{ LF} \times \$68.82/\text{LF} = \$5,161.50$
 - Commercial properties, apartments, churches, and schools do not receive the corner lot policy.

Paying Assessments

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

1. Pay the amount in full by October 31, 2025, without interest.
2. Pay at least 50% of the amount by October 31, 2025, without interest. The remainder will be added to your taxes, spread out over 15 years, with 5.75% interest.
3. Do not pay anything by October 31, 2025. The entire balance will be added to your property taxes, spread out over 15 years, with 5.75% interest.
4. If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold.

If choosing to apply your assessment to your property taxes, the amount will first appear in your 2026 property tax statement.

6th Street NE (from 30th Ave NE to approx. 1800' North)

Project Scope

Below is the general order of construction on the project:

- Full depth reclamation of asphalt (North half)
- Address subbase with additional aggregate (North half)
- Regrade with aggregate base & widen to 22 ft (South half)
- Repair storm sewer drainage tiles
- Asphalt paving
- Driveway approach replacement
- Boulevard restoration



Project Schedule and Phasing

- Bid Project in March

Phase	Start Date	Estimated Completion
6 th Street NE	Late May 2025	Early July 2025

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments	\$140,000
Storm Sewer Improvements	Stormwater Utility Fees	\$20,000
		\$160,000

Project Updates

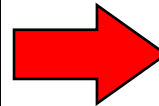
Once work begins, weekly project updates are posted on the City of Austin construction website and via text message.

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

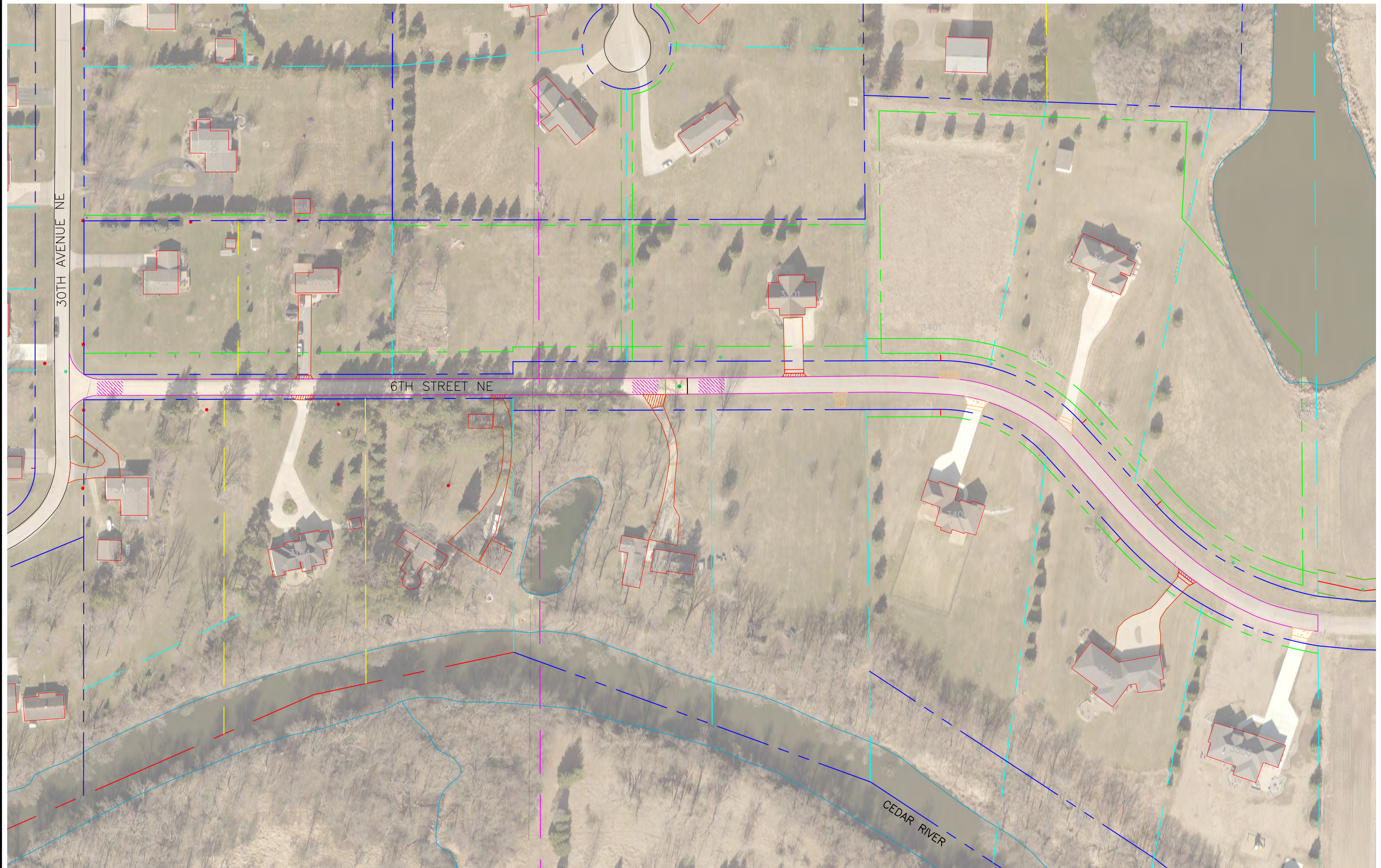
For any other questions please contact:

Andrew Sorenson, PE
Assistant City Engineer
ASorenson@ci.austin.mn.us
507-437-9950

Scan here to visit the
City of Austin
construction website



S:\PROJECTS\2025 PROJECTS\PROJECTS_STREET\19106-6TH STREET NE OVERLAY (NOT CONSTRUCTED)\DWG\19106-DESIGN.DWG
ALEXX 2/11/2025 2:35 PM



RESOLUTION NO.**RESOLUTION ORDERING IMPROVEMENT,
APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, pursuant to the resolution adopted by the City Council on the 6th day of January, 2025 and upon duly published notice as required by law, a hearing was held on the 18th day of February, 2025, at which time all persons were given an opportunity to be heard on the making of the following improvement:

1) 6th Street NE Project 19106

a. 6th Street NE – 30th Avenue NE to 36th Avenue NE

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

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 6th day of January, 2025.
2. Plans and specifications prepared by City Engineer Steven Lang pursuant to the Council resolution are hereby approved and shall be filed by the City Recorder.
3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 18th day of February, 2025.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

21st Avenue SW (from 4th Dr to 12th St SW)

Project Scope

Below is the general order of construction on the project:

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



Project Schedule and Phasing

- Bid Project in March

Phase	Start Date	Estimated Completion
21 st Avenue SW	Mid-June 2025	October 2025

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments, Local Tax Levy	\$670,000
Storm Sewer Improvements	Stormwater Utility Fees	\$160,000
Sanitary Sewer Improvements	Wastewater Treatment Utility Fees	\$120,000
	Total	\$950,000

Project Updates

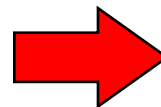
Once work begins, weekly project updates are posted on the City of Austin construction website and via text message.

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

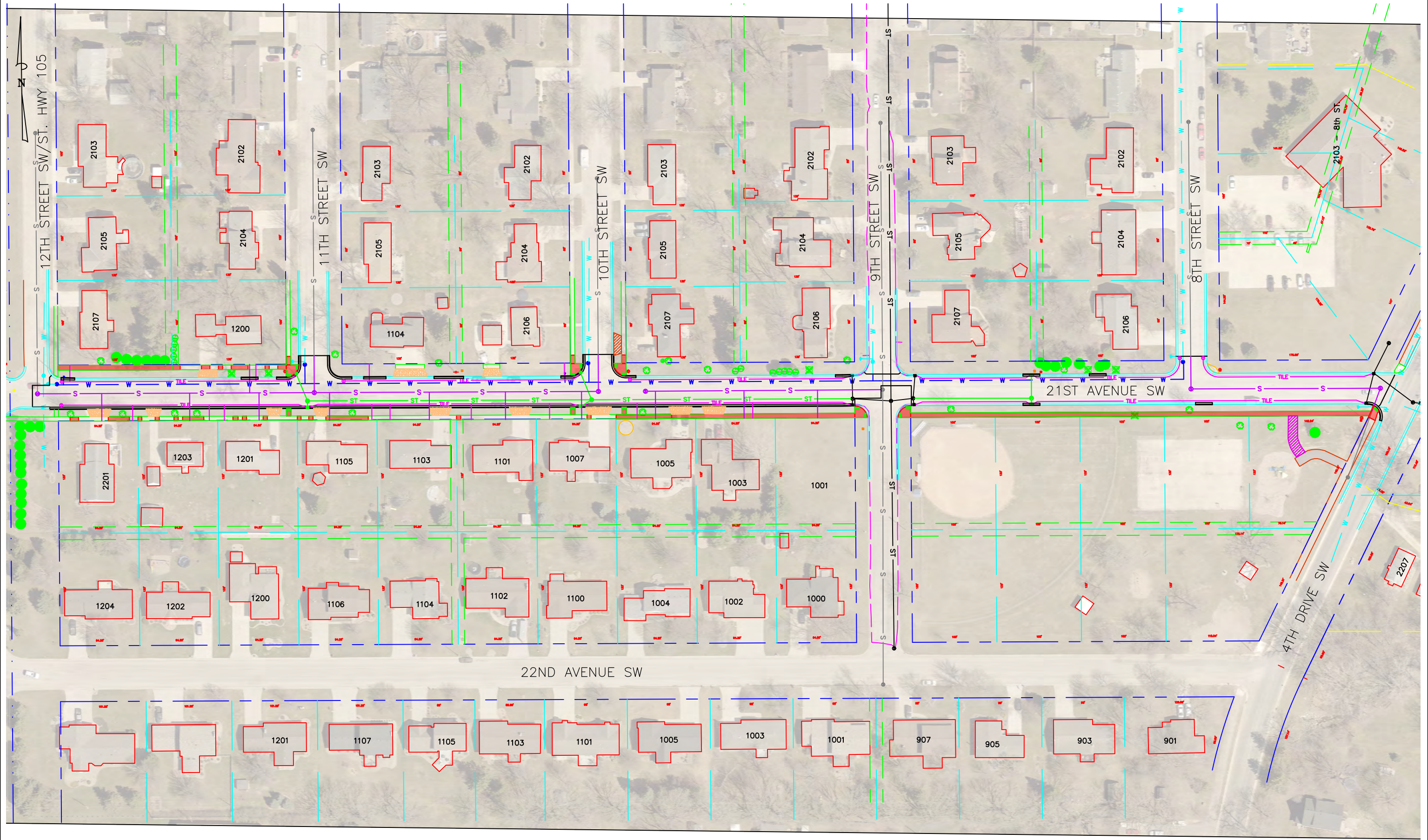
For any other questions please contact:

Andrew Sorenson, PE
 Assistant City Engineer
ASorenson@ci.austin.mn.us
 507-437-9950

Scan here to visit the
 City of Austin
 construction website



21ST AVENUE S.W.



RESOLUTION NO.**RESOLUTION ORDERING IMPROVEMENT,
APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, pursuant to the resolution adopted by the City Council on the 6th day of January, 2025 and upon duly published notice as required by law, a hearing was held on the 18th day of February, 2025, at which time all persons were given an opportunity to be heard on the making of the following improvement:

1) 21st Avenue SW Project 25102

a. 21st Avenue SW – 4th Drive SW to 12th Street SW

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

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 6th day of January, 2025.
2. Plans and specifications prepared by City Engineer Steven Lang pursuant to the Council resolution are hereby approved and shall be filed by the City Recorder.
3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 18th day of February, 2025.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

6th Avenue NE (18th Dr to 19th St NE) & 18th Drive NE (from 5th Ave to 6th Ave NE)

Project Scope

Below is the general order of construction on the project:

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



Project Schedule and Phasing

- Bid Project in March

Phase	Start Date	Estimated Completion
6 th Avenue NE	July 2025	October 2025
18 th Drive NE	July 2025	October 2025

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments, Local Tax Levy	\$520,000
Storm Sewer Improvements	Stormwater Utility Fees	\$130,000
Sanitary Sewer Improvements	Wastewater Treatment Utility Fees	\$250,000
	Total	\$900,000

Project Updates

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

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

For any other questions please contact:

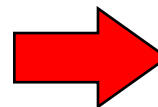
Andrew Sorenson, PE

Assistant City Engineer

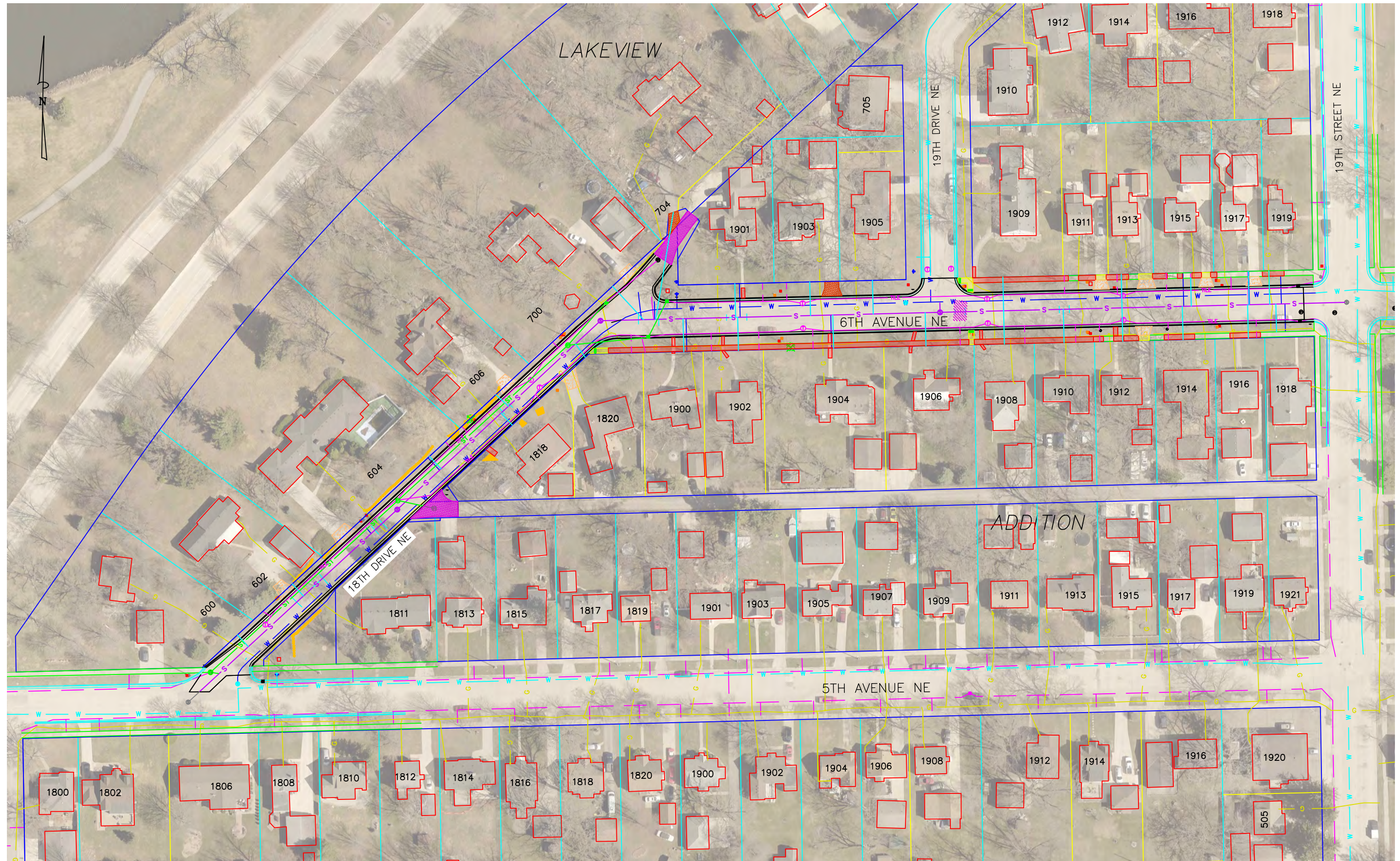
ASorenson@ci.austin.mn.us

507-437-9950

Scan here to visit the
City of Austin
construction website



6TH AVENUE N.E./18TH DRIVE N.E.



RESOLUTION NO.**RESOLUTION ORDERING IMPROVEMENT,
APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, pursuant to the resolution adopted by the City Council on the 6th day of January, 2025 and upon duly published notice as required by law, a hearing was held on the 18th day of February, 2025, at which time all persons were given an opportunity to be heard on the making of the following improvement:

1) 21st Avenue SW Project 25106

- a. 6th Avenue NE – 18th Drive NE to 19th Street NE
- b. 18th Drive – 5th Avenue NE to 6th Avenue NE

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

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 6th day of January, 2025.
2. Plans and specifications prepared by City Engineer Steven Lang pursuant to the Council resolution are hereby approved and shall be filed by the City Recorder.
3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 18th day of February, 2025.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

25th Street SW (Oakland Ave W to 7th Ave SW)

Project Scope

Below is the general order of construction on the project:

- Mill off top 1.5" of existing asphalt pavement
- Two spot repairs on Sanitary sewer
- Asphalt paving
- Boulevard restoration



Project Schedule and Phasing

- Bid Project in March

Phase	Start Date	Estimated Completion
25 th Street SW	June 2025	Early July 2025

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments, Local Tax Levy	\$150,000
Sanitary Sewer Improvements	Wastewater Treatment Utility Fees	\$50,000
		\$200,000

Project Updates

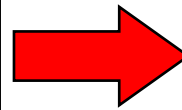
Once work begins, weekly project updates are posted on the City of Austin construction website and via text message.

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

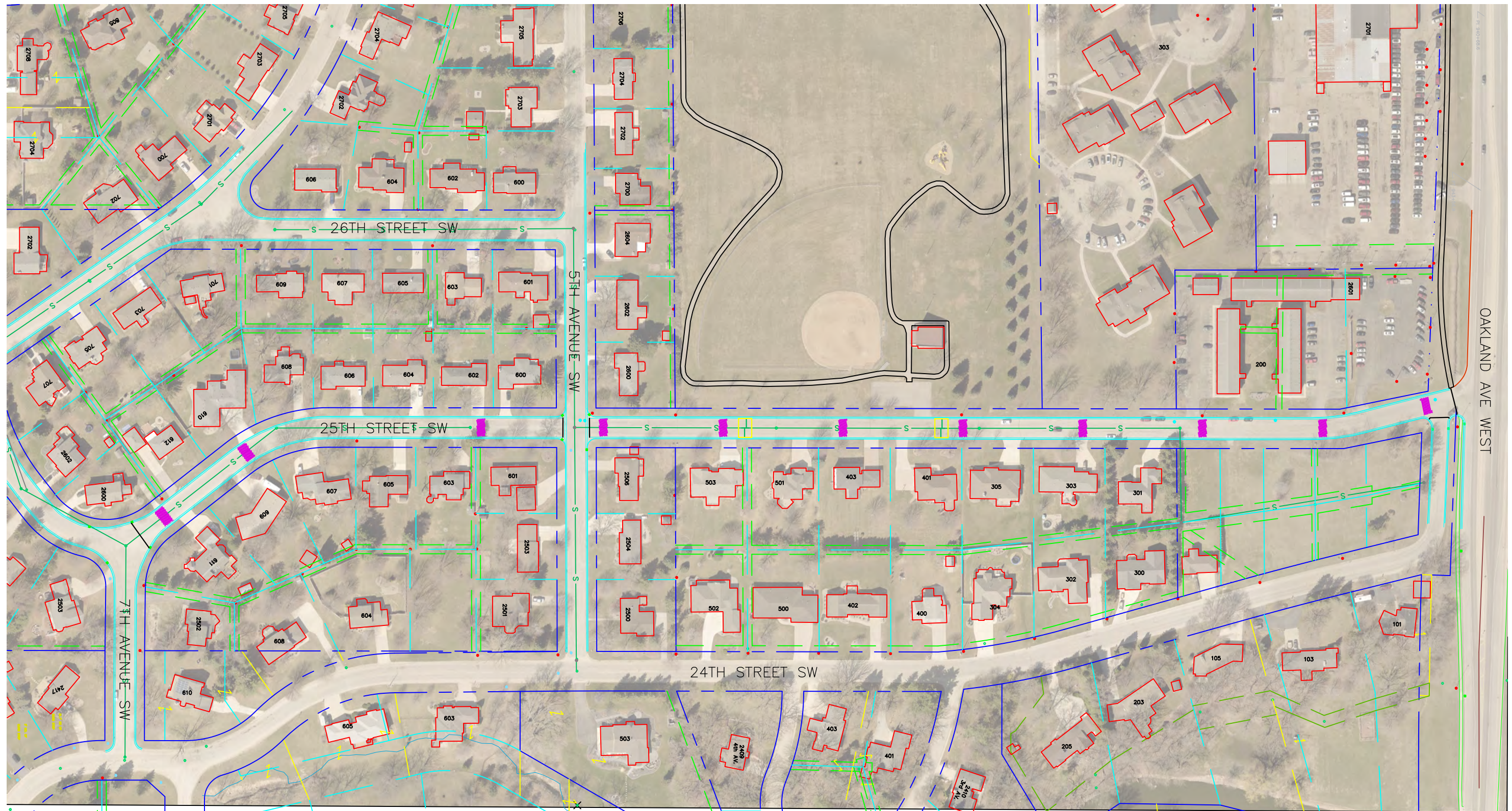
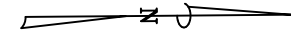
For any other questions please contact:

Andrew Sorenson, PE
 Assistant City Engineer
ASorenson@ci.austin.mn.us
 507-437-9950

Scan here to visit the
 City of Austin
 construction website



25TH STREET S.W.



RESOLUTION NO.**RESOLUTION ORDERING IMPROVEMENT,
APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, pursuant to the resolution adopted by the City Council on the 6th day of January, 2025 and upon duly published notice as required by law, a hearing was held on the 18th day of February, 2025, at which time all persons were given an opportunity to be heard on the making of the following improvement:

1) 21st Avenue SW Project 25107

a. 25th Street SW – Oakland Avenue West to 7th/8th Avenue SW

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

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

1. The foregoing improvement is hereby ordered to be made as proposed in the resolution adopted by the City Council on the 6th day of January, 2025.
2. Plans and specifications prepared by City Engineer Steven Lang pursuant to the Council resolution are hereby approved and shall be filed by the City Recorder.
3. The City Recorder shall prepare and cause to be inserted in the official paper of the City of Austin and in the Construction Bulletin advertisement for the bids on the construction of this improvement, together with other projects pursuant to such approved plans and specifications. This advertisement shall be published as required by law, shall specify the work to be done and shall state when bids will be opened and when it will be considered by the City Council. No bids will be considered unless sealed and filed with the City Recorder and accompanied by a bid bond, cashiers check, or certified check payable to the City of Austin for five percent of the amount of such bid.

Approved by a vote of yeas and nays this 18th day of February, 2025.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

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



Holly Wallace
Planning & Zoning Administrator
507-437-9952 / Fax 507-437-7101
Cellular 1-507-438-2380
Email: hollyw@ci.austin.mn.us

Memorandum

To: Mayor & City Council

From: Holly Wallace, Planning and Zoning Administrator

Date: February 12, 2025

Re: Preliminary Plat Approval of Nature Ridge Fourth Subdivision

The preliminary plat for Nature Ridge Fourth Subdivision was approved by council January 21, 2025, with the following conditions.

1. Final approval by the city engineer and Austin Utilities.
2. That a development agreement and civil drawings detailing all facets of the construction and any remaining minimum subdivision standards required for the pending project, be submitted along with the final plat.
3. The final plat shall be submitted and approved within six months of approval of the preliminary plat.
4. All applicable provisions of the subdivision code and permitting agencies shall be met.
5. Any issues regarding the strip of land not subdivided at the North end of the property shall be resolved.

The above items and additional issues have been addressed as follows:

1. The developer will do a fee in lieu of park dedication. The Nature Center is located adjacent to the proposed subdivision, this public space will benefit the neighborhood.
2. A sidewalk will be constructed on the South side of the proposed development to comply with the multi-modal complete streets requirement.
3. The city engineer and Austin Utilities have no objections to the final plat as presented.
4. Less than six months have passed since the approval of the preliminary plat.
5. A proposed development agreement, with required attachments, has been submitted for council approval (included in the February 18th council packet).
6. Nature Ridge Properties of Austin a/k/a the Developer, wishes to retain ownership and maintenance responsibilities for the approximately 30 foot strip of

land, not included in the platted area of NR4, which also extends along NR2 and NR3. This strip of land is partially used, and may be used further in the future, for control of water flow from the land adjacent to the Nature Ridge Subdivision.

7. As a condition of final plat approval, the Developer will work with the City of Austin to transfer the existing stormwater pond and trail outlots to the city as follows: Nature Ridge Outlots A, B, C, E and F. The Developer will confirm, through a professional engineering and surveying firm, that the pond depths meet original design specifications, prior to a transfer of ownership. Long-term, the responsibility for most infrastructure will fall on the city. NR4 will complete the Nature Ridge Subdivision and it is important to address anything that may need ongoing maintenance and repair, while the developer is still active.
8. Also, as a condition of final plat approval, the Developer will work with a professional engineering and surveying firm to correct a platting issue in Nature Ridge Third, related to the omission of Outlot E, as it relates to Lots 12-15, Block 1 and Lot 6, Block 2.

Requested Action: Approve with conditions or deny the NR Fourth Subdivision Final Plat.

Please let me know if you have any questions. Holly Wallace, Planning and Zoning Administrator, 507-437-9952.

Petitioner: Nature Ridge Properties of Austin Co.
300 1st St NW, Austin MN 55912

Location of Property: West of 14th Avenue NE and East of 13th NE, Austin MN 55912

Legal Description: See plat.

Requested

Action: The petitioner is requesting approval of the final plat of Nature Ridge Fourth Subdivision.

Present Land Use: Undeveloped/Agricultural.

Surrounding Land Use: North (outside city limits), West, South and East (R-1, single family)

REQUESTED ACTION: The petitioner is requesting approval of a preliminary plat for 30 new single family residential lots.

REASON FOR REQUEST: Residential subdivision

SITE SUMMARY:

- Gross Area: 12.5 acres, 2.5 homes/acre
- The area is the fourth phase of a multi-phase subdivision plan.

Analysis, Background and Conditions of Approval:

Future land use map: This area is designated as “Suburban Low Density Residential Neighborhood” defined as “...densities that generally range from two to four units per acre. Areas classified as Suburban Residential will be predominately single-family detached homes on ½ to ¼ acre lots with the potential for some twin homes and other low density attached homes. Overall density between 2-5 units/acre.”

Housing goals and policies: (see pg. 38 for complete text)

[ComprehensivePlan.pdf](#)

Goal – Identify the most appropriate locations for development and redevelopment.

Policies:

- Promote controlled and orderly growth consistent with the Comprehensive Plan and Zoning Ordinance.
- Encourage traditional patterns and practices of urban design and preserve Austin’s identity and sense of place through quality building, site and infrastructure design.

The developer will do a fee in lieu of park dedication. The Nature Center is located adjacent to the proposed subdivision, this public space will benefit the neighborhood.

A sidewalk will be constructed on the South side of the proposed development to comply with the multi-modal complete streets requirement.

The city engineer and Austin Utilities have no objections to the final plat as presented.

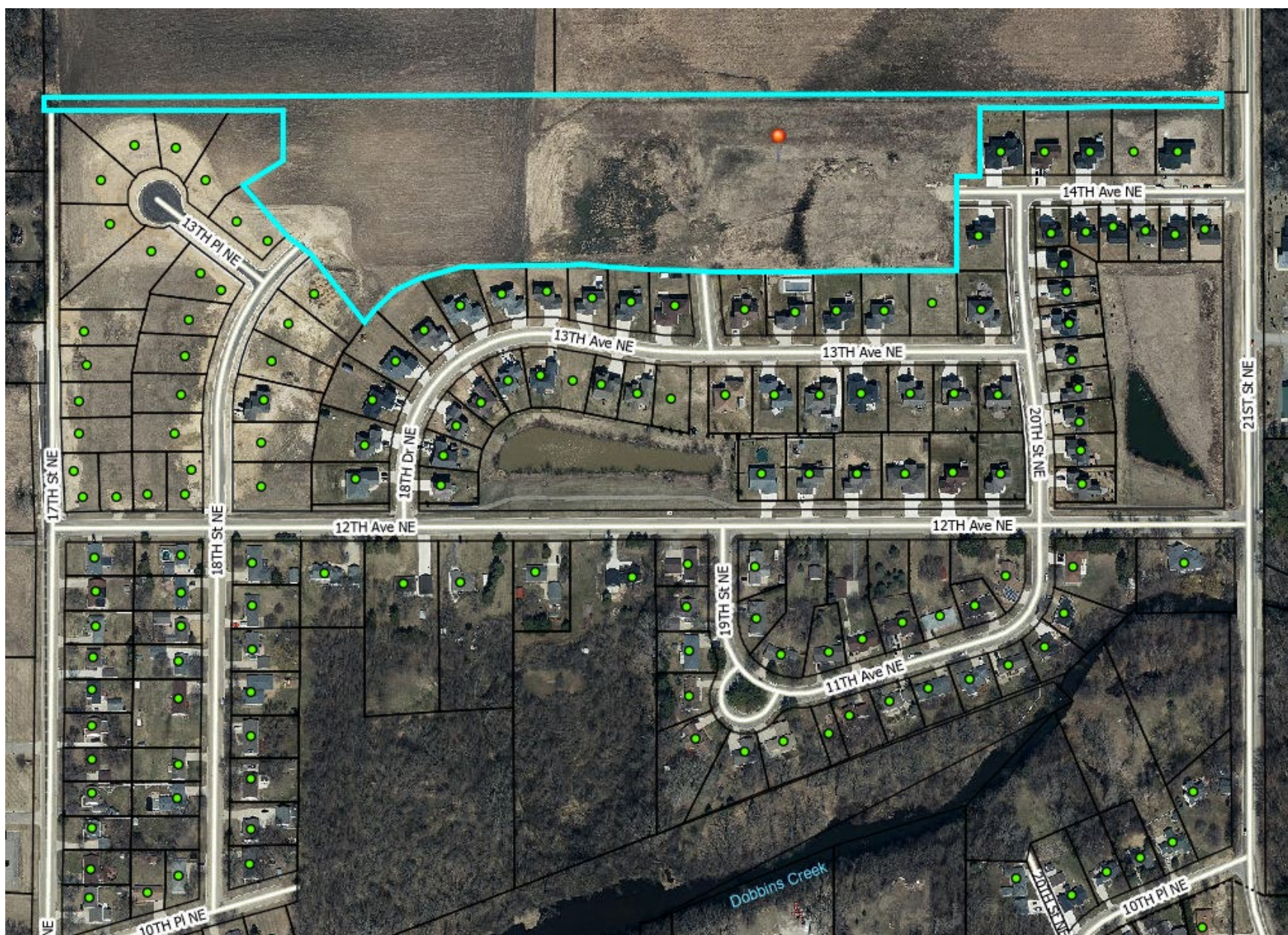
Less than six months have passed since the approval of the preliminary plat.

The final plat appears consistent with the preliminary plat approved January 21, 2025. The conditions required for final approval are as follows:

1. A development agreement shall be approved with the final plat.
 - a. A proposed development agreement, with required attachments, has been submitted for council approval (included in the February 18th council packet).
2. Resolve the purpose, maintenance, and ownership of the remaining unplatted strip of land North of the Nature Ridge Development.
 - a. Nature Ridge Properties of Austin a/k/a the Developer, wishes to retain ownership and maintenance responsibilities for the approximately 30 foot strip of land, not included in the platted area of NR4, which also extends along NR2 and NR3. This strip of land is partially used, and may be used further in the future, for control of water flow from the land adjacent to the Nature Ridge Subdivision.
3. As a condition of final plat approval, the Developer will work with the City of Austin to transfer the existing stormwater pond and trail outlots to the city as follows: Nature Ridge Outlots A, B, C, E and F. The Developer will confirm, through a professional engineering and surveying firm, that the pond depths meet original design specifications, prior to a transfer of ownership. Long-term, the responsibility for most infrastructure will fall on the city. NR 4 will complete the Nature Ridge Subdivision and It is important to address long-term, essential infrastructure, while the developer is still active.
4. Also as a condition of final plat approval, Developer will work with a professional engineering and surveying firm to correct a platting issue in Nature Ridge Third, related to the omission of Outlot E, as it relates to Lots 12-15, Block 1 and Lot 6, Block 2.

Requested Action: Approve, deny, or approve with conditions, the final plat.

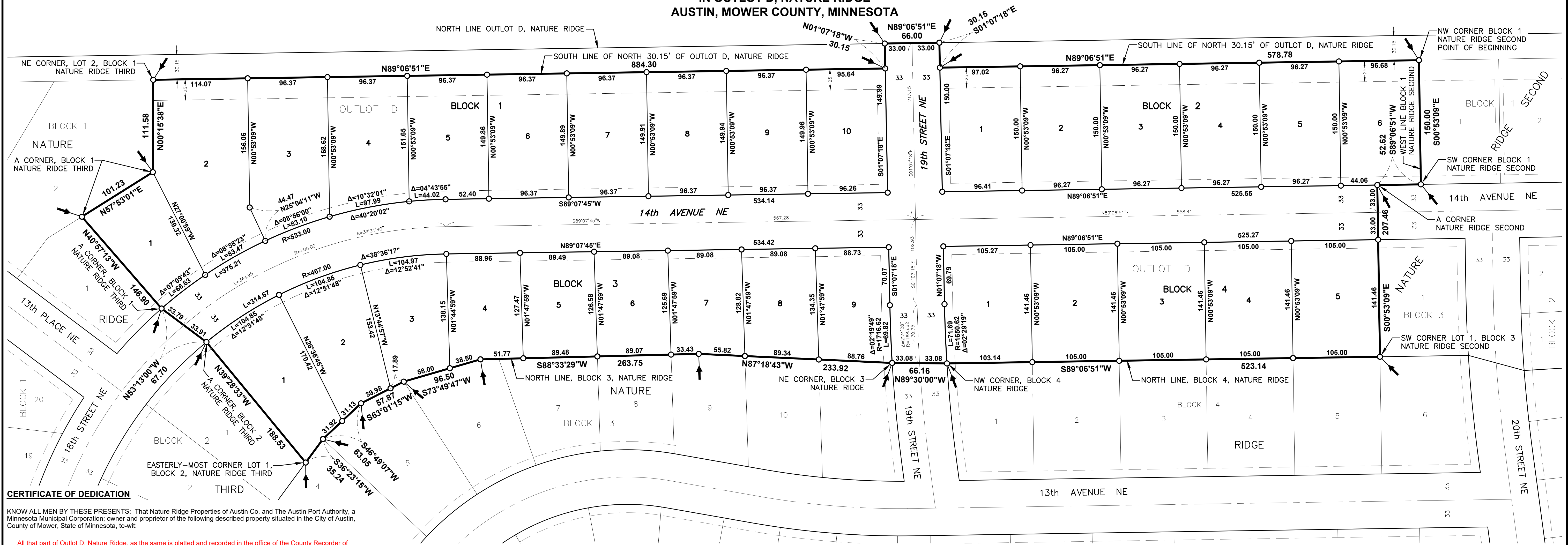
Attachments: Proposed final plat
Civil drawings
Aerial



OFFICIAL PLAT

NATURE RIDGE FOURTH

IN OUTLOT D, NATURE RIDGE
AUSTIN, MOWER COUNTY, MINNESOTA



CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Nature Ridge Properties of Austin Co. and The Austin Port Authority, a Minnesota Municipal Corporation; owner and proprietor of the following described property situated in the City of Austin, County of Mower, State of Minnesota, to-wit:

All that part of Outlot D, Nature Ridge, as the same is platted and recorded in the office of the County Recorder of Mower County, Minnesota; described as follows:

Beginning at the northwest corner of Block 1, Nature Ridge Second, as the same is platted and recorded in the office of the County Recorder of Mower County, Minnesota;

thence South 00°53'09" East a distance of 150.00 feet on an assumed bearing on the west line of said Block 1, to the southwest corner thereof;

thence South 89°06'51" West a distance of 52.62 feet, to a corner of said Nature Ridge Second;

thence South 00°53'09" East a distance of 207.46 feet, to the southwest corner of Lot 1, Block 3 in said Nature Ridge Second;

thence South 89°06'51" West a distance of 523.14 feet on the north line of Block 4 in said Nature Ridge, to the northwest corner of said Block 4;

thence North 89°30'00" West a distance of 66.16 feet on the north line of said Nature Ridge, to the northeast corner of Block 3 in said Nature Ridge;

thence North 87°18'43" West a distance of 233.92 feet on said north line;

thence South 88°33'29" West a distance of 263.75 feet on said north line;

thence South 73°49'47" West a distance of 96.50 feet on said north line;

thence South 63°01'15" West a distance of 57.87 feet on said north line;

thence South 46°49'07" West a distance of 63.05 feet on said north line;

thence South 36°23'15" West a distance of 35.24 feet on said north line, to the easterly-most corner of Lot 1, of Block 2, Nature Ridge Third, as the same is platted and recorded in the office of the County Recorder of Mower County, Minnesota;

thence North 39°28'33" West a distance of 188.53 feet, to a corner of said Block 2;

thence North 53°13'00" West a distance of 67.70 feet, to a corner of Block 1 in said Nature Ridge Third;

thence North 40°57'13" West a distance of 146.90 feet, to a corner Block 1 in said Nature Ridge Third;

thence North 57°53'01" East a distance of 101.23 feet, to a corner Block 1 in said Nature Ridge Third;

thence North 00°15'38" East a distance of 111.58 feet, to the northeast corner of said Block 1 in said Nature Ridge Third, said corner being on the south line of the north 30.15 feet of said Outlot D;

thence North 89°06'51" East a distance of 884.30 feet, parallel with and 30.15 feet south of said north line;

thence North 01°07'18" West a stance of 31.15 feet, to the north line of said Outlot D;

thence North 89°06'51" East a distance of 66.00 feet on said north line;

thence South 01°07'18" East a stance of 31.15 feet, to the south line of said north 30.15 feet;

thence North 89°06'51" East a distance of 578.78 feet, on said south line, to the point of beginning;

CERTIFICATE OF DEDICATION (CONTINUES)

Having caused the above described premises to be surveyed and platted as shown hereon, to be known as **NATURE RIDGE FOURTH**, do by these presents dedicate to the public use forever and for the use of the public utilities, the thoroughfare appearing hereon, and also the utility easement appearing hereon, for the installation and maintenance of facilities installed in and over said easements to serve adjacent or other premises in the vicinity.

Witness our hands this _____ day of _____, 2024.

Michael Merten, President of Nature Ridge Properties Lee Hansen, Secretary of Nature Ridge Properties

STATE OF MINNESOTA
COUNTY OF MOWER

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Paul V. Sween.

Notary Public
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Steven J. Thompson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designed on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wetlands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated _____ day of _____, 2024.

Licensed Land Surveyor
Minnesota Licensed No. 22705

STATE OF MINNESOTA
COUNTY OF MOWER

This instrument was acknowledged before me on this _____ day of _____, 2024 by Steven J. Thompson.

_____, Notary Public
My Commission Expires _____

TITLE OPINION

I, _____, licensed attorney, State of Minnesota, do hereby certify that the Owner, as indicated hereon, represents all ownership interests in the land encompassed by this plat.

CITY APPROVAL

We do hereby certify that the within plat of **NATURE RIDGE FOURTH**, was duly accepted and approved by the City Council of the City of Austin, on the _____ day of _____, 2024.

Mayor

Attest: City Clerk

CITY RECORDER'S CERTIFICATE

I, the duly appointed, qualified and acting City Recorder of the City of Austin, Mower County, Minnesota, and the person having official charge of all the minutes, resolution and ordinance books of said City, do hereby certify that a regular meeting of the Common Council of the City of Austin, on _____, 2024, by Resolution No. _____, duly passed at said meeting, the said Common Council did duly accept, confirm and approve the attached plat of **NATURE RIDGE FOURTH**, in said County.

City Recorder

COUNTY AUDITOR & TREASURER CERTIFICATE

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2021 on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 2024.

County Auditor & Treasurer, Mower County, MN

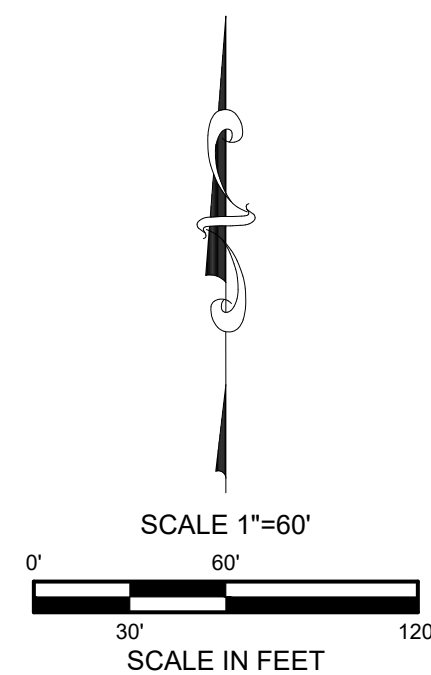
COUNTY RECORDER'S CERTIFICATE

County Recorder, County of Mower, State of Minnesota

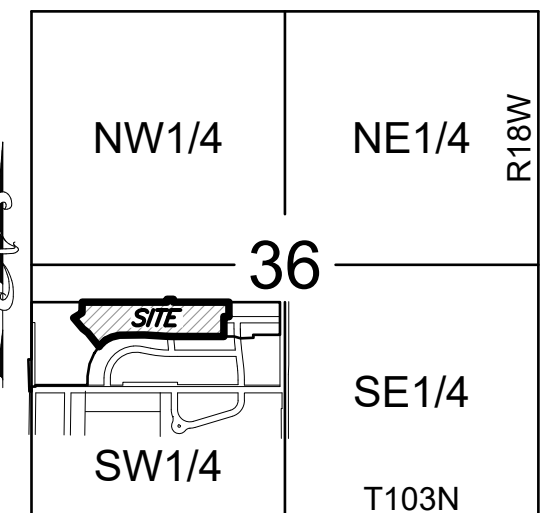
I hereby certify that this plat of **NATURE RIDGE FOURTH** was filed in the office of the County Recorder for public record on this _____ day of _____, 2024, at _____ o'clock _____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

County Recorder, Mower County, Minnesota

By: _____
Deputy



AREA
12.51 ACRES± (544,996 Ft²)
VICINITY MAP



Scale: 1"=2000'

LEGEND

- = 5/8 Inch X 16 Inch iron stake monument (capped SJT 22705)-Placed
- = Iron stake monument - Found
- ◄ = Subdivision Plat Corner
- Ⓢ = Utility Easement

JONES, HAUGH & SMITH INC.
CONSULTING ENGINEERS & LAND SURVEYORS
515 SOUTH WASHINGTON AVENUE ALBERT LEA,
MINNESOTA 56007
DECEMBER 2024

DRAWN BY ANDY MCGOWAN
24-332AFP.dwg

RESOLUTION NO.

**ACCEPTING FINAL PLAT
FOR NATURE RIDGE FOURTH SUBDIVISION**

WHEREAS, a plat entitled Nature Ridge Fourth Subdivision has been duly filed with the City Recorder pursuant to the appropriate resolution of the City Council, a hearing on the acceptance or rejection of said final plat was held in the Council Chambers on February 18, 2025 at 5:30 p.m. Notice of said hearing was duly given in the official newspaper of the City of Austin, Minnesota. At the time and place specified in said notice, said matter was duly considered.

WHEREAS, the Council hereby accepts said plat; and

WHEREAS, the property described in the legal description attached hereto shall now be platted as Nature Ridge Fourth Subdivision.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF AUSTIN, MINNESOTA, that the City Recorder, upon passage, approval, and acceptance of this resolution, file its certified copy thereof in the office of the County Recorder and County Auditor of Mower County.

Passed by a vote of Yeas and Nays this 18th day of February, 2025.

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: February 12, 2025
Subject: Nature Ridge Fourth Subdivision, Development Agreement

Attached for Council consideration is the development agreement for Nature Ridge Fourth subdivision. The subdivision will involve the development of 30 residential lots, including segments of 14th Avenue, 18th Street NE, and 19th Street NE. The development agreement sets forth minimum design requirements for roadway and utility construction in harmony with City Code Chapter 11 related to Subdivision Standards. All costs associated with the development are the responsibility of the Developer.

Key items of the development agreement include:

- Roadway construction
 - 1300 block 18th Street NE
 - 1900/2000 block 14th Avenue NE
 - 1400/1500 block 19th Street NE
 - Local roadway classification meeting 7-ton design
 - Asphalt pavement, curb & gutter, aggregate base, sidewalk, and street lighting
- Underground utility construction
 - Sanitary Sewer
 - Storm Sewer
 - Water, Gas, and Electric
- Site grading for the development of 30 lots

We would recommend approval of the Nature Ridge Fourth development agreement. Please contact me if you have any questions.

DEVELOPER’S AGREEMENT
Nature Ridge Fourth

This agreement dated this _____ day of _____, 2025, between Nature Ridge Properties of Austin Co., hereinafter called “Owner/Developer”, the City of Austin, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “City”, and Austin Utilities, a Public Body Corporate and Politic Created by the Charter of the City of Austin, hereinafter referred to as “Austin Utilities”.

Whereas, the Owner/Developer, contemplates development of its land, legally described in Exhibit A, and is in need of streets, storm sewer, sanitary sewer and other municipal improvements and services in order to properly develop said area. It is, therefore, necessary to define the services needed and what the obligation of the Owner/Developer will be with respect to such improvements. Said improvements for the development of the proposed Nature Ridge Fourth, pursuant to the plans and specifications detailed on attached Exhibit B (Developer Improvements as defined in paragraph B1) and Exhibits C, D and E (utility improvements).

Now Therefore, it is hereby agreed between the Owner/Developer, the City, and the Austin Utilities, for the necessary improvements within Nature Ridge Fourth. The Owner/Developer agrees to comply with the requirements outlined in City Code of Ordinances, Chapter 13: Subdivision Regulations and this document as follows:

- A. Right to Proceed – Within the plat and the land to be platted, the Owner/Developer may not grade or otherwise disturb the earth, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied:
- 1) This Agreement has been fully executed by all parties and filed with the City and Austin Utilities.
 - 2) The necessary security has been received by the City.
 - 3) The Plat has been filed with the Mower County Recorder’s Office.
 - 4) The City Engineer has issued a letter that all conditions have been satisfied and that the Owner may proceed.
- B. The Owner/Developer shall construct the following described improvements as designated herein. Said work shall be done under the direction of the City with reference to street construction, sanitary sewer, storm sewer, and storm sewer retention ponds. Gas, water and electric utilities are to be constructed to the specifications of and under the direction of the Austin Utilities.
- 1) The Owner/Developer shall provide complete plans and specifications to the City Engineer’s Office and they must be approved by the City Engineer before commencement of the improvements are allowed. The plans and specifications shall include the following and subject to other comments herein:
 - a. Grading plans and Erosion Control
 - Set lowest basement floor elevations (BF)
 - Set lowest opening elevation (LO)
 - Set lowest garage floor elevation (GF)
 - Set lot corner elevations
 - b. Sanitary sewer
 - Service stub out with riser pipe to the surface
 - c. Storm Sewer w/ calculations
 - e. Complete Street Design
 - Aggregate Base, Asphalt/Concrete Pavement, Curb & Gutter
 - Subsurface Drainage Tile
 - Pedestrian Facilities, sidewalks & trails
 - Street Lighting

These plans shall encompass all work required to provide necessary services to Nature Ridge Fourth, Lots 1-10, Block 1; Lots 1-6, Block 2; Lots 1-9, Block 3; Lots 1-5, Block 4, including the proposed right-of-way extensions of 14th Avenue NE, 18th Street NE, and 19th Street NE.

- 2) Grade the site and street within Nature Ridge Fourth to grade as required per the pre-approved plans and specifications.

- 3) Owner/Developer shall construct all roadways to meet the following urban design:
 - a. Roadway urban design
 - Local Classification: 7-ton design
 - Width: 30-36 feet face to face
 - 4" asphalt & 8" aggregate base (typ.)
 - Collector Classification: 9-ton design
 - Width: 40-44 feet face to face
 - 6" asphalt & 8" aggregate base (typ.)
 - Arterial Classification: 10-ton design
 - Width: to be determined by Engineer
 - 6" asphalt, 8" aggregate base & 12" granular borrow (typ.)
 - b. 14th Avenue NE, 18th Street NE, and 19th Street NE will be designated as a Local roadway subject to the comments herein.
 - None
 - c. Street lighting shall be a cobra head style galvanized pole with 40 WLED design. Lighting shall be spaced a maximum of 300 feet and at road intersections.
 - d. Pedestrian facilities:

	<u>Sidewalk</u>	<u>Trail</u>
• Single Family:	5 feet	8 feet
• Multi Family	6 feet	10 feet
• Commercial	8 feet	10 feet

- 4) Install all sanitary sewer including manholes as directed by the City Engineer, per pre-approved plans and specifications. Owner/Developer will be responsible for MPCA Sanitary Sewer Extension Permit and associated fees for entire development as set forth in the plans and specifications provided by the developer and approved by the City Engineer.

Installed PVC sanitary sewer pipe shall be televised to verify the condition of the pipe and to obtain locations of the service wyes. The televising shall include a digital log and video. Any defects in the pipe found on the televising record shall be repaired by the contractor at their expense. Televising shall be done not less than thirty (30) calendar days after installation.

All service wye and lateral locations shall be field located prior to backfill with GPS and locations provided to the City. Included, but not limited to: sanitary, water, and sump pump lines.

- 5) Owner/Developer shall pay the Austin Utilities in advance for construction of all gas, water and electric utility mains. Such work is to be completed as per Austin Utilities specifications, rules, and regulations as petitioned for in Exhibits C, D and E (Utility Agreements), incorporated herein by reference.
- 6) Owner/Developer shall be responsible for the costs associated with underground electrical. Such work is to be done by Austin Utilities pursuant to their specifications, rules and regulations and per pre-approved plans and specifications.
- 7) Owner/Developer is responsible for costs and installation of all street signage.
- 8) Owner/Developer shall be responsible for all engineering and inspection costs necessary to complete all required plans, specifications, materials testing, construction oversight/inspection and final certification.

Construction oversight/inspection may be provided by either a private engineering firm or by the City and shall include the following:

- a. Daily on-site construction inspection of public infrastructure work
- b. Project daily diary documenting work progress

Materials certification and testing shall be completed by a company qualified to complete such work. Material certification and testing shall include:

- a. Material gradation testing
- b. Trench inspection and density testing
- c. Materials certification for asphalt and concrete materials

- d. Testing of cast in place concrete, such as, air, slump, and cylinder compressive strength
- 9) Owner/Developer hereby grants the City and Austin Utilities, its agents, employees, officers and contractors, a license to enter the platted property to perform all work and inspections deemed appropriate by the City and Austin Utilities in conjunction with plat development.
- 10) The plat will be developed as shown on Exhibit “A” (plat and legal description). The City may refuse to approve subsequent phases if the Owner/Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until addendums to this Agreement, or a new Agreement for each additional phase are approved by the City, outlining further improvements and the necessary security. The City Engineer must approve any subsequent phases before the Owner/Developer may proceed with the improvements, and said approval shall not be unreasonably withheld.
- 11) Owner/Developer is required to maintain the integrity of any existing tile system. This means tile lines cannot be cut off without re-routing or connecting to the storm sewer system. Such a change to the existing tile system must meet the approval of the City Engineer.
- 12) The Owner/Developer is responsible for the costs and construction of all public infrastructure listed in this agreement. (See “Exhibit B”)
- 13) The Owner/Developer shall be required to obtain all necessary easements outside the subdivision, in the name of the City of Austin.
- 14) Owner/Developer shall design a Stormwater management plan, which includes final site grading, storm sewer collection system, rainfall storage/treatment pond, and building/lot elevations. The Stormwater management plan shall meet all requirements and be approved by the City Engineer and Cedar River Watershed District prior to commencing construction.
- 15) If and when the improvements referred to above are completed, the Owner/Developer agrees at such time as the work is completed either by the City crews, or by independent contractor under contract with the City that the Owner/Developer will reimburse the City for its costs (including funds paid to the independent contractor), of said improvement as agreed upon through approved assessment policy after receiving a statement from the City Recorder or from the Austin Utilities as the case may be.
- 16) Milestones:
- a. The Owner/Developer agrees to complete the public improvements on or before November 1st, 2025. In the event the Owner/Developer believes an extension is warranted, the Owner/Developer shall request an extension in writing to the City, the County, and Austin Utilities and specify the reason and length for the requested extension. The City and Austin Utilities shall not unreasonably withhold the requested extension. The City of Austin and Austin Utilities reserve the right to review and modify the costs associated with a granted extension. Construction of the final lift of asphalt may be delayed until July 1st, 2026.
- b. Prior to issuance of any Building Permits the following must be complete:
- All Owner/Developer underground utility construction.
 - All Austin Utilities work including gas, water & electric.
 - All roadway grading and aggregate base.
- c. Prior to issuance of any Certificate of Occupancy the following must be complete:
- All Owner/Developer underground utility construction.
 - All Austin Utilities work including gas, water & electric.
 - All roadway construction including, grading, aggregate base, curb & gutter, and asphalt paving.
 - Submit to the City Engineer documentation from the Engineer of record for Nature Ridge Fourth verifying compliance to the approved stormwater

management plan which shall include final site grading, erosion control, turf establishment, structure finished floor, lot elevations, and as-built plans.

C. Security and Enforcement

- 1) Letter of Credit: To guarantee compliance with the terms of the Agreement, the Owner/Developer shall furnish the City with an irrevocable letter of credit (“letter of credit”) or cash deposit held in escrow whereas withdrawals may be made as said improvements proceed for 100% of the estimated costs of the development. The estimated costs must be approved by the City Engineer. The format of the letter of credit and bank is subject to approval by the City Attorney. This letter of credit is to come from a pre-approved bank, or cash forwarded to the Austin Director of Finance in the amount of \$ 1,420,650 . The amount of the security is calculated as follows:

Park Dedication Fee	\$ TBD
Street Lighting	\$ 35,000
Street Signage	\$ 500
Sanitary Sewer	\$ 190,000
Storm Sewer	\$ 366,000
Pavement, Aggregate Base, Curb & Gutter	\$ 352,000
Grading & Retention Ponds	\$ 178,000
Pedestrian Trail/Sidewalk	\$ 65,000
Erosion Control	\$ 50,000
Water Services	\$ 48,000
Miscellaneous	\$ 34,000
10% Contingency	\$ 129,150
TOTAL	\$1,420,650

The security provided in accordance herewith shall be released following the City Engineer’s acceptance of said improvements. Provided that the Owner/Developer is in compliance with other terms of this Agreement, and has reimbursed to the City all of the City’s costs and expenses incurred in connection with the approval of the subdivision and construction of the Owner’s/Developer’s improvements. The City may, in its discretion, release all or part of the security following acceptance of the Owner/Developer improvements if the City determines the entire amount is not necessary to secure the City for the guarantee period or if the City approves alternative security to be provided by the Owner/Developer.

- 2) In the event the Owner/Developer fails to comply with said Agreement and make the improvements as aforesaid to pay for the same as aforesaid, the City of Austin and Austin Utilities shall have the right to pursue any of the following remedies or a combination thereof:
- a. The City of Austin shall have the right to sue and collect from the Owner/Developer or their successors or assigns in ownership of the benefited property for all its costs in constructing the improvements above referred in civil action, or damages for breach of this contract, together with interest thereon, costs and disbursements, and other costs of collection, including reasonable attorney fees.
 - b. The City shall have the right to make the improvements and assess the cost thereof to the property owners of the property benefited by the improvements, together with the interest thereon at the rate of interest determined by the City which rate shall approximately the same rate charged to other improvement projects which are assessed at that time. The Owner/Developer and successor or assigns hereby waives any right to object to such assessment other than to verify the amount of cost attributable to the improvement. The Owner/Developer, their successor or assigns in ownership waives any notice of the proposed assessment other than is required by local improvement code (Minn. Statutes Chapter 429) for assessment.

- D. Claims – In the event that the City of Austin receives claims for labor, material men, or others that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers, material men, or others seeking payment from the City, the Owner/Developer hereby authorizes the City to commence an inter pleader action pursuant to

Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 125% of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Owner/Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine attorney's fees pursuant to this Agreement.

- E. Owner/Developer shall indemnify and hold the City and Austin Utilities, their officers, agents, employees and assigns, harmless from claims made by the Owner/Developer or any other parties for any damages, costs, or liability relative to Nature Ridge Fourth, all construction thereon, all operations and actions of contractors and subcontractors, and all matters pertaining to the developed property and this Agreement. This indemnify shall survive all transactions and inspections between Owner/Developer and the City/Austin Utilities. Except as it relates to any negligence of the City or Austin Utilities including warranty work provided by Austin Utilities.
- F. Upon completion of the work and construction required by this Agreement, the improvements lying within public easements and roadways shall become City property. The improvements shall not be accepted until the Owner/Developer has reasonably complied with all the terms of this Agreement and any amendments thereto; the Owner/Developer has submitted "as-built" plans and utility locations, a surveyor's certificate and a final title opinion or title insurance policy; all required construction and installation work have been completed to the satisfaction of the City and a certificate so stating has been signed by the City Engineer; and all monies required to be paid by the Owner/Developer have been paid in full.
- G. Owner/Developer agrees to maintain all public improvements within Nature Ridge Fourth (and if applicable, any roads outside Nature Ridge Fourth constructed to serve the subdivision) at all times prior to acceptance of the improvements by the City. Such maintenance shall be conducted in a workmanlike manner and shall include without limitation grading, paving, pavement repair, snow plowing, and maintenance of any culverts and signs. Owner/Developer agrees to indemnify and hold City harmless from any and all liability and/or damages of any kind whatsoever relative to maintenance of any public improvements prior to acceptance by the City.
- H. Warranty – The Owner/Developer warrants all improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. The warranty period for streets is one (1) year. If all improvements are installed by one contractor, the warranty period shall commence after the final wear course has been completed and the streets have been accepted by the City Engineer. If streets and underground utilities are installed by separate contractors, the warranty period on streets shall commence after the final wear course has been installed and accepted by the City Engineer and the warranty period on underground utilities shall commence following their completion and acceptance by the City Engineer. The Owner/Developer shall post maintenance bonds to secure the warranties. The City shall retain ten percent (10%) of the security posted by the Owner/Developer until bonds are furnished by the City or until the warranty period has been completed, whichever first occurs. The retainage may be used to pay for warranty work.
- I. Responsibility of Costs – "The Owner/Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City incurs in consequence of such claims, including attorney's fees. The Owner/Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering and attorney's fees. The Owner/Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. The Owner/Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt, unless otherwise specified. If the bills are not paid on time, the City may halt development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of 12 percent per year.

The Owner/Developer shall reimburse Austin Utilities for costs incurred in the enforcement of this Agreement, including attorney's fees. The Owner/Developer shall pay in full all bills submitted to it by Austin Utilities for obligations incurred under this Agreement within thirty (30) days after receipt, unless otherwise specified. If the bills are not paid on time, the City

may halt development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of 12 percent per year.”

J. Recording of Agreement – This agreement shall be binding on the undersigned Owners/Developer, their heirs, successors and assigns and shall be construed as a covenant running with the land until all requirements have been completed. This Agreement shall be recorded with the County Recorder of Mower County, Minnesota. After the requirements have been completed to the reasonable satisfaction of the City Council on the respective lots and paid for by Owner/Developer or successor, the City Engineer shall issue a certificate of completion with respect to the lot or lots involved executed by him which shall be recorded with the County Recorder stating that all requirements have been complied with to the reasonable satisfaction of the Council. The filing of said certificate of completion shall be considered as a satisfaction of all of the requirement with respect to the lots described and paid for by the Owner/Developer listed above and shall release the Owner/Developer, their heirs, successors and assigns from any further obligations required by this Agreement with respect to the property involved.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands this _____ day of February, 2025.

IN PRESENCE OF:

_____ BY: _____
Michael Merten, President
Nature Ridge Properties of Austin Co.

STATE OF MINNESOTA)
COUNTY OF _____)SS

This instrument was acknowledged before me this _____ day of February, 2025, by Michael Merten, President of Nature Ridge Properties of Austin Co..

Notary Public

IN PRESENCE OF: CITY OF AUSTIN

_____ BY: _____
MAYOR

_____ BY: _____
CITY RECORDER

STATE OF MINNESOTA)
COUNTY OF _____)SS

This instrument was acknowledged before me this _____ day of February, 2025, by Stephen King, Mayor and Tom Dankert, City Recorder, of the City of Austin, Minnesota, a home rule charter city under the laws of the State of Minnesota.

Notary Public

IN PRESENCE OF:

AUSTIN UTILITIES

BY: _____
PRESIDENT OF BOARD

BY: _____
SECRETARY

STATE OF MINNESOTA)
COUNTY OF _____)SS

 This instrument was acknowledged before me this _____ day of February, 2025, by
_____, President of the Board of Directors and Mark Nibaur, Secretary, for the Austin
Utilities, on behalf of the Austin Utilities

Notary Public

EXHIBIT A

(legal description)

EXHIBIT B

(plans & specifications)

EXHIBIT C, D & E

(gas, water & electric utility agreements)

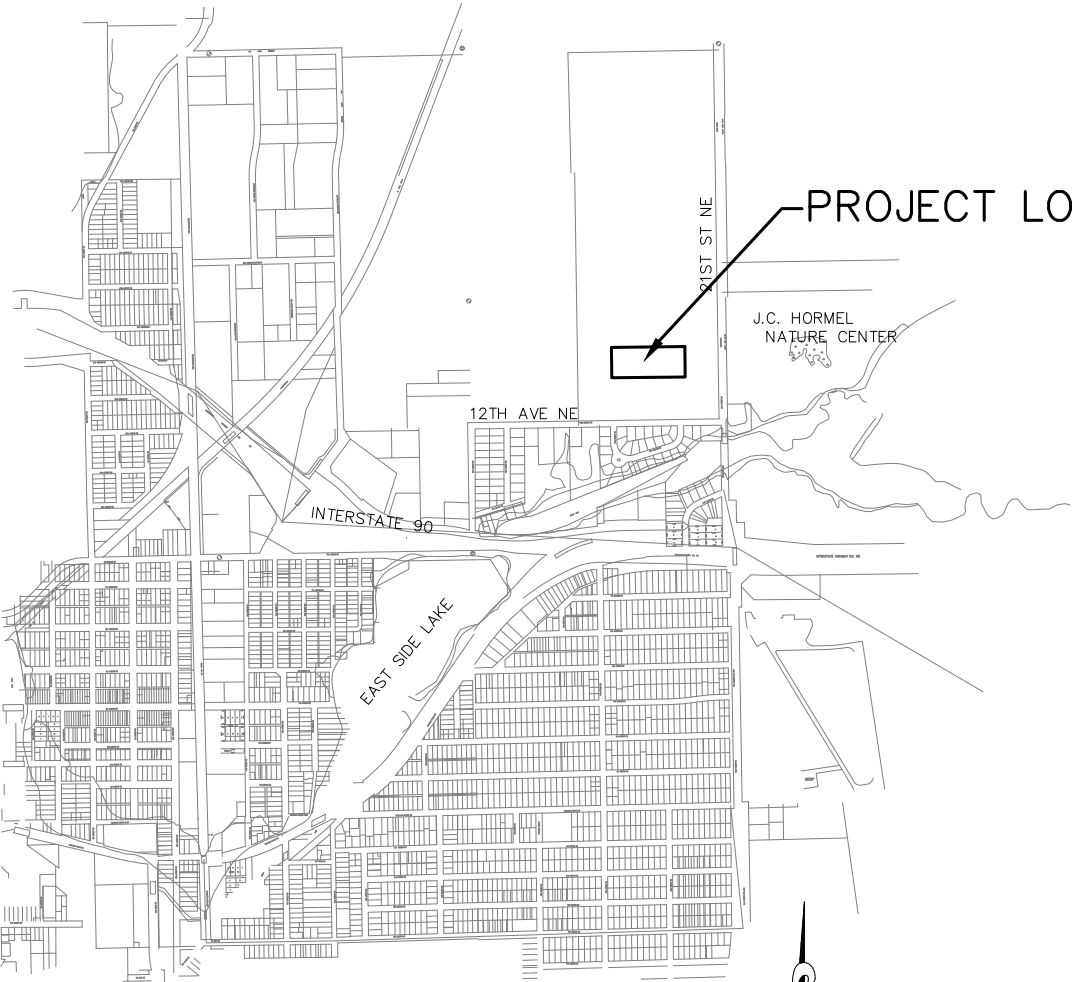
NATURE RIDGE – PHASE 4
2025 STREET & UNDERGROUND UTILITIES IMPROVEMENTS
SW 1/4 SECTION 36–T103N–R18W
AUSTIN, MINNESOTA

DRAFT

INDEX TO SHEETS

SHEET	SUBJECT
1	TITLE SHEET & LOCATION MAP
2–3	SWPPP NOTES & DETAILS
4–5	TYPICAL SECTIONS & DETAILS
6	UTILITY PLAN
7	GRADING PLAN
8–9	PLAN & PROFILES
10–11	STORM SEWER PROFILES

THIS SET OF PLANS CONTAINS 11 SHEETS



CITY OF AUSTIN

LEGEND

- = 5/8"Ø X 16" iron stake monument

●

= Iron stake monument-Found

— W —

= Water Main

— S —

= Sanitary Sewer

— ST —

= Storm Sewer

— G —

= Gas Main

— UT —

= Underground Telephone

— OT —

= Overhead Telephone

— FO —

= Fiber-Optics

— UE —

= Underground Electric

— OE —

= Overhead Electric

— X —

= Chain Link Fence

○

= Control Access

⊙

= Gate Post

⊙

= Bollards

⊙

= Electric Meter

⊙

= Gas Meter

⊙

= Fiber-Optics Box

⊙

= Telephone Pedestal

⊙

= Light Tower

⊙

= Silt Fence

— F&I —

= Furnish & Install

— 1272 —

= Existing Elevation Contour Line

— 1272 —

= Proposed Elevation Contour Line
- 1271.23

RM1270.89

FL1262.34

⊙

= Spot Elevation

⊙

= Rim Elevation

⊙

= Line Elevation

⊙

= Concrete Surface

⊙

= Bituminous Surface

⊙

= Gravel Surface

⊙

= Proposed Pavement Elevation
- ⊙

= Sign

⊙

= Sign-Handicap

⊙

= Light Pole

⊙

= Power Pole

⊙

= Guy Anchor

⊙

= Fire hydrant

⊙

= Water Main Valve

⊙

= Fire Sprinkler

⊙

= Cleanout

⊙

= Culvert

⊙

= Gas Main Valve

⊙

= Catch Basin

⊙

= Manholes

GENERAL NOTES

DEVELOPER, CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES GOVERNED BY STATE AND LOCAL JURISDICTION.

PROVIDE EROSION CONTROL PER NPDES PERMIT REQUIREMENTS INCLUDING BUT NOT LIMITED TO INSTALLATION OF PERIMETER SILT FENCE ON ALL RUNOFF DISCHARGE LOCATIONS ON THE SITE AND CONSTRUCTION OF TEMPORARY ROCK ENTRANCES AT ALL EXITS FROM THE SITE.

ANY ALTERATIONS OR REVISIONS TO THE CONSTRUCTION PLAN AS SHOWN SHALL NOT BE THE RESPONSIBILITY OF JONES, HAUGH & SMITH INC. AND SHALL RELEASE JONES, HAUGH & SMITH INC. OF ANY LIABILITY FOR ANY DAMAGES CAUSED THEREFROM UNLESS WRITTEN AUTHORIZATION OR PLAN REVISION HAS BEEN APPROVED BY JONES, HAUGH & SMITH INC. PRIOR.

COORDINATE ALL CONSTRUCTION PHASING WITH OWNER.

SPECIFICATIONS WHICH APPLY

ALL CONSTRUCTION AND MATERIALS SHALL COMPLY WITH THE MOST RECENT EDITION OF MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, INCLUDING PUBLISHED TECHNICAL MEMORANDA, AND WITH THE CITY ENGINEERING STANDARD SPECIFICATIONS FOR WATERMAIN & SERVICE LINE, SANITARY SEWER AND STORM SEWER INSTALLATION (PER "STANDARD UTILITIES SPECIFICATIONS" BY THE CITY ENGINEERS' ASSOCIATION OF MINNESOTA), EXCEPT AS MODIFIED BY ANY SPECIAL PROVISIONS OR AS SHOWN ELSEWHERE ON THIS PLAN.

NOTES:

EXCAVATED MATERIAL FROM STORMWATER POND SHALL REMAIN ON SITE.

WATERMAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY SANITARY SEWER, STORM SEWER OR SEWER MANHOLE, WHEREVER POSSIBLE.

WHEN LOCAL CONDITIONS PREVENT A HORIZONTAL SEPARATION OF 10 FEET, A WATERMAIN MAY BE LAID CLOSER TO A STORM OR SANITARY SEWER PROVIDED THAT:

1) THE BOTTOM OF THE WATERMAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER; OR

2) WHERE THIS VERTICAL SEPARATION CANNOT BE OBTAINED, THE SEWER SHALL BE CONSTRUCTED OF MATERIALS AND WITH JOINTS THAT ARE EQUIVALENT TO WATERMAIN STANDARDS OF CONSTRUCTION AND SHALL BE PRESSURE TESTED TO ASSURE WATERTIGHTNESS PRIOR TO BACKFILLING.

EXTEND ALL UNDERGROUND UTILITIES TO THE STREET R/W LINE, OR FRONTAL EASEMENT LINE AS DIRECTED BY THE ENGINEER.

WATER SERVICE LINES AND CURBSTOPS SHALL BE INSTALLED IN ACCORDANCE WITH STANDARD CITY PROCEDURES. A

ADJUST ALL FRAME AND LID CASTINGS AS NECESSARY, INCLUDING WATER MAIN.

RADII FOR NEW CONSTRUCTION ARE TO BACK OF CURB; ALL CURB RADII ARE 20 FEET, UNLESS OTHERWISE NOTED.

ACCESS FOR LOCAL RESIDENTS SHALL ALWAYS BE MAINTAINED.

A ROCK CONSTRUCTION ENTRANCE IS REQUIRED AT ALL HARD PAVED ENTRANCES TO THE PROJECT SITE.

EROSION AND SEDIMENT CONTROL PLAN

Contractor shall provide for temporary erosion and sediment control during the construction and development of the site. Comply with MPCA and local governing unit guidelines and specifications for temporary and permanent erosion control, including but not limited to, silt fences, bale checks, turf establishment and sedimentation basins.

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

Brian J. Johnson

Brian J. Johnson
License: No. 42744 Date: 12/27/24

FOR: NATURE RIDGE PROPERTIES

CITY OF AUSTIN, MN

NATURE RIDGE – PHASE 4

2025 STREET & UNDERGROUND UTILITIES IMPROVEMENTS

TITLE SHEET

SHEET
1
OF
11

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Copyright and all rights are reserved. The use
of this drawing and format is strictly prohibited
without the written consent and permission of
Jones, Haugh & Smith Inc.

No responsibility is accepted for the locations of
utilities shown hereon. Verification of actual locations
should be requested prior to the commencement of
construction or the taking of any other action relying
on the actual locations.

GOPHER STATE ONE—CALL: 1-800-252-1166

REV.	BY	DATE

JONES, HAUGH & SMITH INC
CONSULTING ENGINEERS & LAND SURVEYORS
PH. 507-373-4876
515 SOUTH WASHINGTON AVENUE
ALBERT LEA, MINNESOTA 56007

DESIGNED: <i>BAJ</i>
DRAWN: <i>JHS5</i>
CHECKED: <i>JHS5</i>
DATE: <i>12/27/24</i>
FILE NO: <i>24-332design</i>

SWPPP NARRATIVE

CONSTRUCTION ACTIVITY INFORMATION

PROJECT NAME: NATURE RIDGE – PHASE 4

PROJECT LOCATION: SW 1/4 SECTION 36
CITY OF AUSTIN
LANSING TWP, MOWER COUNTY

PROJECT SIZE: 13 DISTURBED ACRES

PROJECT TYPE: RESIDENTIAL SITE GRADING, UTILITY, AND STREET CONSTRUCTION

MAJOR SOIL TYPE: CLAY

CUMULATIVE IMPERVIOUS SUFFICE:
EXISTING – 20 ACRES
POST CONSTRUCTION – 25 ACRES

DIRECT DISCHARGE FROM IMPERVIOUS SURFACE: 0.00 ACRES

RECEIVING WATERS:
DOBBINS CREEK

DATES OF CONSTRUCTION: SUMMER 2025

OWNER: NATURE RIDGE PROPERTIES LLC

UNDERGROUND UTILITY CONTRACTOR:
TBD

PARTY RESPONSIBLE FOR LONG TERM O&M:
CITY OF AUSTIN

GENERAL SITE INFORMATION

IMMEDIATELY FOLLOWING GRADING OF SLOPES OF 3:1 OR GREATER, SLOPES MUST BE STABILIZED WITH WOOD FIBER BLANKET (OR OTHER METHOD APPROVED BY THE ENGINEER) OVER APPROVED SEED MIXTURE AND A MINIMUM OF 4" OF TOPSOIL.

ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION UNTIL THE SITE HAS BEEN RE-VEGETATED, AT WHICH TIME THE CONTRACTOR MAY REMOVE NECESSARY SILT FENCING TO CONSTRUCT ROADWAYS WHILE MAINTAINING ADEQUATE EROSION CONTROL IN ADJACENT AREAS. SUFFICIENT TOPSOIL SHALL BE STOCKPILED OR IMPORTED TO ALLOW FOR THE REPLACEMENT OF A MINIMUM OF 4" OF TOPSOIL FOR DISTURBED AREAS TO BE RE-VEGETATED.

CONTRACTOR SHALL SCHEDULE SITE GRADING, UTILITY INSTALLATION, AND ROADWAY CONSTRUCTION SO THAT THE GENERAL SITE CAN BE MULCHED AND RE-SEEDED SOON AFTER DISTURBANCE. DISTURBED AREAS SHALL BE SEEDED AND MULCHED OR SODDED WITHIN: 7 DAYS

INSPECT SILT FENCES AND BALE CHECKS AFTER EACH RAIN EVENT AND DAILY DURING A PROLONGED RAINFALL. IMMEDIATELY REPAIR FAILED OR FAILING MEASURES.

REMOVE SEDIMENT DEPOSITS FROM SILT FENCE AND BALE CHECKS WHEN SEDIMENT REACHES APPROXIMATELY 1/3 THE HEIGHT OF THE BARRIER.

BARRIERS WILL BE REPLACED WHEN THEY DECOMPOSE OR BECOME INEFFECTIVE BEFORE THE BARRIERS ARE NO LONGER NECESSARY. ANY SEDIMENT REMAINING IN-PLACE AFTER THE BARRIERS ARE NO LONGER NECESSARY WILL BE DRESSED TO CONFORM TO EXISTING GRADE, AND PREPARED AND SEEDED WITH THE APPROPRIATE SEED MIX, AS DIRECTED BY THE ENGINEER.

IN THOSE AREAS WHERE WOOD FIBER BLANKET OR OTHER SLOPE STABILIZATION METHODS HAVE FAILED, THE SLOPE SHALL BE RE-ESTABLISHED, SEED AND TOPSOIL REPLACED, AND ADDITIONAL SLOPE TREATMENT INSTALLED.

BARRIERS WILL BE REMOVED WHEN FINAL STABILIZATION OF THE SLOPES HAS BEEN COMPLETED AS DETERMINED BY THE ENGINEER.

NO STORMWATER MITIGATION MEASURES WERE REQUIRED AS A PART OF ENVIRONMENTAL, ARCHAEOLOGICAL OR OTHER REQUIRED LOCAL, STATE, OR FEDERAL REVIEW OF THIS PROJECT.

THIS PROJECT IS NOT LOCATED IN A KARST AREA NECESSITATING MEASURES TO PROTECT DRINKING WATER SUPPLY.

THIS PROJECT DOES NOT DISCHARGE WATER TO AN IMPAIRED WATER.

PROVIDE SILT FENCE AROUND ALL SOIL STOCKPILES

SWPPP IMPLEMENTATION CHAIN OF RESPONSIBILITY

EACH CONTRACTOR ON-SITE WILL DESIGNATE AN EMPLOYEE AS ITS PROJECT SWPPP OFFICER. A LIST OF THESE OFFICERS WITH CONTACT INFORMATION WILL BE AVAILABLE ON-SITE. IT WILL BE SOLELY THE SWPPP OFFICERS' RESPONSIBILITY TO ENSURE THAT ALL ON-SITE ACTIVITIES PERFORMED BY ITS COMPANY COMPLY WITH THE SWPPP. THE GENERAL CONTRACTOR'S SWPPP OFFICER WILL HAVE AUTHORITY OVER ALL SUB-CONTRACTOR'S SWPPP OFFICERS FOR WORK PERTAINING TO COMPLIANCE.

SHOULD A SWPPP OFFICER FAIL TO ENSURE COMPLIANCE, THAT OFFICER'S FOREMAN OR DIRECT SUPERVISOR WILL ASSUME ALL RESPONSIBILITY.

SHOULD A SUB-CONTRACTOR FAIL TO COMPLY WITH THE SWPPP, THE GENERAL CONTRACTOR WILL ASSUME ALL RESPONSIBILITY FOR COMPLIANCE.

SHOULD THE GENERAL CONTRACTOR FAIL TO COMPLY WITH THE SWPPP, THE OWNER WILL ASSUME ALL RESPONSIBILITY FOR COMPLIANCE.

EROSION PREVENTION PRACTICES

CONTRACTOR SHALL PHASE CONSTRUCTION, MAINTAIN VEGETATIVE BUFFER STRIPS, AND PROVIDE HORIZONTAL SLOPE STAKING IN ORDER TO MINIMIZE EROSION.

SILT FENCE SHALL BE INSTALLED BEFORE WORK BEGINS. SILT FENCE LIMITS SHALL COINCIDE WITH DOWNGRADE GRADING LIMITS UNLESS OTHERWISE NOTED.

THIS PROJECT DOES NOT HAVE EXPOSED POSITIVE SLOPES WITHIN 200' OF SURFACE WATER.

THE WETTED PERIMETER OF DRAINAGE SWALES WILL BE STABILIZED WITH WOOD FIBER BLANKETS AND/OR DITCH CHECKS WITHIN 200' OF THE SITE BOUNDARY LINE OR WETTED PERIMETER OF DITCHES WITHIN 24 HOURS.. TEMPORARY OR PERMANENT DITCHES THAT ARE BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION MUST BE STABILIZED WITHIN 24 HOURS AFTER NON-USE

PIPE OUTLETS MUST HAVE ENERGY DISSIPATION IN PLACE WITHIN 24 HOURS OF INSTALLATION

MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE EROSION PREVENT PRACTICES CANNOT BE USED WITHIN THE NORMAL WETTED PERIMETER OF OF DRAINAGE DITCHES OR SWALE SECTION WITH A CONTINUOUS SLOPE GREATER THAN 2%

SEDIMENT CONTROL PRACTICES

CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN: SEDIMENT CONTROLS FOR TEMPORARY AND PERMANENT DRAINAGE BASINS AND DRAINAGE DITCHES THAT ARE A PART OF THIS DESIGN

CHECK DAMS AND/OR WOOD FIBER BLANKETS TO ENSURE SHEET FLOW AND PREVENT RILLS FOR SLOPE LENGTHS GREATER THAN 75' WITH A SLOPE OF 3:1 OR GREATER

SILT FENCE AT ALL DOWN GRADIENT PERIMETERS INSTALLED PRIOR TO ALL LAND DISTURBING ACTIVITIES

INLET PROTECTION AT ALL DRAIN INLETS

SILT FENCING AROUND TEMPORARY SOIL STOCKPILES

ROCK CONSTRUCTION SITE ENTRANCES

STREET SWEEPING OF TRACKED SEDIMENT ONTO PAVED SURFACES

SEDIMENT CONTROL PRACTICES MUST BE IN PLACE AT ALL DOWN GRADIENT PERIMETERS AND UPGRADEMENT OF ANY BUFFER ZONES

SEDIMENT CONTROL PRACTICES ARE ESTABLISHED AT THE BASE OF STOCKPILES ON DOWN GRADIENT PERIMETER

STOCKPILES ARE LOCATED OUTSIDE OF NATURAL BUFFERS OR SURFACE WATER, INCLUDING STORM WATER CONVEYANCES UNLESS THERE IS A BYPASS

THIS PROJECT DOES NOT INCLUDE DEWATERING OR BASIN DRAINING PERMANENT SEDIMENT BASINS WILL BE USED AS TEMPORARY BASINS DURING CONSTRUCTION

ADDITIONAL BMP'S FOR SPECIAL WATERS

THIS PROJECT DOES NOT DISCHARGE TO SPECIAL WATERS OR HAVE SIGNIFICANT IMPACTS TO WETLANDS

INSPECTIONS AND MAINTAINANCE

CONTRACTOR SHALL INSPECT AND MAINTAIN MEASURES AT MINIMUM ONCE EVERY (7) DAYS DURING ACTIVE CONSTRUCTION, AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5" IN 24 HOURS. INSPECTIONS WILL INCLUDE STABILIZED AREAS, EROSION PREVENTION AND SEDIMENT CONTROLS, AND INFILTRATION AREAS. REFER TO MPCA'S COMPLIANCE GUIDE FOR EROSION AND SEDIMENT CONTROL FOR INSPECTION LOG REQUIREMENTS.

MAINTENANCE RECORDS SHOULD INCLUDE: DATES & TIMES IF INSPECTION, NAME OF PERSON CONDUCTING THE INSPECTION, FINDINGS & LOCATIONS OF CORRECTIVE ACTIONS, PARTY COMPLETING MAINTENANCE ACTIVITIES, DATES & AMOUNTS OF RAINFALL EVENTS GREATER THAN 0.5. RAINFALL AMOUNTS ARE TO BE RECORDED WITH RAIN GAUGE ON SITE OR WEATHER STATION WITHIN 1 MILE OF SITE. ANY DISCHARGES OBSERVED SHOULD BE DESCRIBED & PHOTOGRAPHED.

RECORDS RETENTION

CONTRACTOR SHALL MAINTAIN RECORDS OF THE SEDIMENT RETENTION PROCEDURES ON-SITE. RECORDS WILL INCLUDE: COPY OF THE SWPPP AND ALL REVISIONS INSPECTION AND MAINTAINANCE RECORDS PERMANENT OPERATION AND MAINTAINANCE AGREEMENTS CALCULATIONS FOR THE DESIGN OF TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS COPIES OF THE SWPPP MUST BE RETAINED ON SITE BY THE PERMITTEE WHO HAS OPERATIONAL CONTROL OF THAT PORTION OF THE SITE

SWPPP AMENDMENTS

AMENDMENTS MADE IN THE FIELD TO THE SWPPP SHOULD BE UPDATED ON THE SWPPP. REFER TO PROCEDURES OUTLINED IN SECTION 6.1 OF THE PERMIT.

SOLID WASTE: COLLECTED SEDIMENT, ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.

CONCRETE AND OTHER WASHOUTS: PERFORM ALL CONCRETE TRUCK WASHOUTS IN PROPER CONTAINMENT FACILITIES. SOLID AND LIQUID WASHOUT WASTE FROM OTHER MATERIALS (STUCCO, PAINT, FORM RELEASE OILS CURING COMPOUNDS ETC.) WILL BE DISPOSED OF IN A PROPERLY DESIGNATED LANDFILL.

PERFORM ALL WASHOUTS INCLUDING HANDTOOLS IN A LEAKPROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER THAT PREVENTS RUNOFF ONTO ADJACENT SOILS. DEBRIS/SEDIMENT WILL NOT CONTACT THE GROUND SURFACE.

A SIGNE REQUIRING USE OF PROPER WASHOUT FACILITIES WILL BE INSTALLED ADJACENT TO SAID FACILITIES.

HAZARDOUS MATERIALS: OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT TO PREVENT SPILLS, LEAKS, OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE THE MPCA REGULATIONS.

EXTERNAL WASHING OF TRUCKS AND OTHER CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE CONTAINED OF AND WASTE PROPERLY DISPOSED OF. NO ENGINE DEGREASING IS ALLOWED ON SITE.

THE GENERAL CONTRACTOR SHALL PROVIDE A TRAINED, CERTIFIED, KNOWLEDGEABLE PERSON WHO SHALL SERVE AS THE SITE'S EROSION CONTROL INSPECTOR. THIS PERSON SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL BMP'S, AND SHALL MAINTAIN THE INSPECTION LOG AT THE PROJECT SITE.

EACH SUBCONTRACTOR ON-SITE WILL DESIGNATE AN EMPLOYEE AS ITS PROJECT SWPPP OFFICER. A LIST OF THESE OFFICERS WITH CONTACT INFORMATION WILL BE AVAILABLE ON-SITE. IT WILL BE SOLELY THE SWPPP OFFICERS' RESPONSIBILITY TO ENSURE THAT ALL ON-SITE ACTIVITIES PERFORMED BY ITS COMPANY COMPLY WITH THE SWPPP. THE GENERAL CONTRACTOR'S SWPPP INSPECTOR WILL HAVE AUTHORITY OVER ALL SUBCONTRACTOR'S SWPPP OFFICERS FOR WORK PERTAINING TO COMPLIANCE.

SHOULD A SWPPP OFFICER FAIL TO ENSURE COMPLIANCE, THAT OFFICER'S FOREMAN OR DIRECT SUPERVISOR WILL ASSUME ALL RESPONSIBILITY.

SHOULD A SUBCONTRACTOR FAIL TO COMPLY WITH THE SWPPP, THE GENERAL CONTRACTOR WILL ASSUME ALL RESPONSIBILITY FOR COMPLIANCE.

SHOULD THE GENERAL CONTRACTOR FAIL TO COMPLY WITH THE SWPPP, THE OWNER WILL ASSUME ALL RESPONSIBILITY FOR COMPLIANCE.

CHANGES IN PERMIT AND NOTICE OF TERMINATION

THE CONTRACTOR WILL BE A CO-PERMITTEE DURING THE CONSTRUCTION OF THE PROJECT. AFTER GRAVEL SURFACING OF THE PROJECT HAS BEEN COMPLETED, AND 70% PERMANENT VEGETATIVE COVER HAS BEEN ESTABLISHED OVER THE PVIOUS AREAS OF THE SITE, AND THE WARRANTY PERIOD HAS ELAPSED, THE CONTRACTOR MAY SUBMIT A MPCA (NOT)F ORM TO THE OWNER FOR SIGNATURE AND SUBMITTAL TO THE MPCA.

THE OWNER WILL SUBMIT THE NOTICE OF TERMINATION (NOT) AFTER ONE FINAL ESTABLISHMENT OF ALL PVIOUS SURFACES ACCORDING TO THE MPCA GENERAL PERMIT REQUIREMENTS

NOTIFICATION OF THE MPCA IN CASE OF POLLUTION

IT IS THE DUTY OF THE CONTRACTOR TO NOTIFY THE MPCA IMMEDIATELY OF ANY DISCHARGE, ACCIDENTAL OR OTHERWISE, OF ANY SUBSTANCE OR MATERIAL UNDER HIS CONTROL WHICH, IF NOT RECOVERED, MAY CAUSE POLLUTION OF WATERS OF THE STATE, AND THE CONTRACTOR SHALL RECOVER AS RAPIDLY AND THOROUGHLY AS POSSIBLE SUCH SUBSTANCE OR MATERIAL AND TAKE IMMEDIATELY SUCH OTHER ACTION AS MAY BE REASONABLY POSSIBLE TO MINIMIZE OR ABATE POLLUTION OF WATERS OF THE STATE CAUSED THEREBY.

SEDIMENT LEAVING THE CONSTRUCTION SITE AND ENTERING A PUBLIC WATER IS CAUSE FOR NOTIFICATION.

MPCA DUTY OFFICER: 800-422-0798

QUALIFIED SWPPP PERSONNEL INFORMATION

SWPPP DESIGNER: BRIAN J. JOHNSON, PE
JONES HAUGH & SMITH, INC.
515 SOUTH WASHINGTON AVE
ALBERT LEA, MN 56007
(507) 373-4876

SWPPP INSTALLER:

NAME: _____

FIRM: _____

ADDRESS: _____

PHONE: _____

SWPPP INSPECTOR:

NAME: _____

FIRM: _____

ADDRESS: _____

PHONE: _____

GRADING CONTRACTOR:

NAME: _____

FIRM: _____

ADDRESS: _____

PHONE: _____

OTHER LAND DISTURBING CONTRACTOR:

NAME: _____

FIRM: _____

ADDRESS: _____

PHONE: _____

OTHER LAND DISTURBING CONTRACTOR:

NAME: _____

FIRM: _____

ADDRESS: _____

PHONE: _____

THIS PLAN IS MEANT AND PROVIDED AS A GUIDE IN THE PROVISION OF SEDIMENT AND EROSION CONTROL (ESC) BMP'S AS REQUIRED BY THE NPDES PERMIT. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES, ALTHOUGH NOT SHOWN HERE, MAY BE REQUIRED TO COMPLY WITH THE PROVISIONS OF THE PERMIT. PROVISION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL BMP'S IN ACCORDANCE WITH THE NPDES PERMIT IS THE RESPONSIBILITY OF THE CONTRACTOR, REGARDLESS OF WHAT IS SHOWN ON THIS PLAN. MAINTENANCE OF ESC BMP'S IS INCIDENTAL TO THE UNIT PRICE BID. NO ADDITIONAL PAYMENT WILL BE MADE FOR ADDITIONAL EROSION CONTROL BMP'S AS REQUIRED BY THE NPDES PERMIT.

NOT TO SCALE

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GOPHER STATE ONE-CALL: 1-800-252-1166

REV.	BY	DATE

JH&S

JONES, HAUGH & SMITH INC

CONSULTING ENGINEERS & LAND SURVEYORS

PH. 507-373-4876

515 SOUTH WASHINGTON AVENUE

ALBERT LEA, MINNESOTA 56007

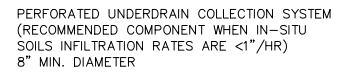
DESIGNED: <i>BJJ</i>
DRAWN: <i>JHS5</i>
CHECKED: <i>JHS5</i>
DATE: 12/27/24
DWG: 24-332Design

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

Brian J. Johnson

Brian J. Johnson
License. No. 42744
Date: 12/27/24

CITY OF AUSTIN, MN
NATURE RIDGE – PHASE 4
2025 STREET & UNDERGROUND UTILITIES IMPROVEMENTS
SWPPP NARRATIVE

SEDIMENT CONTROL INLET HAT

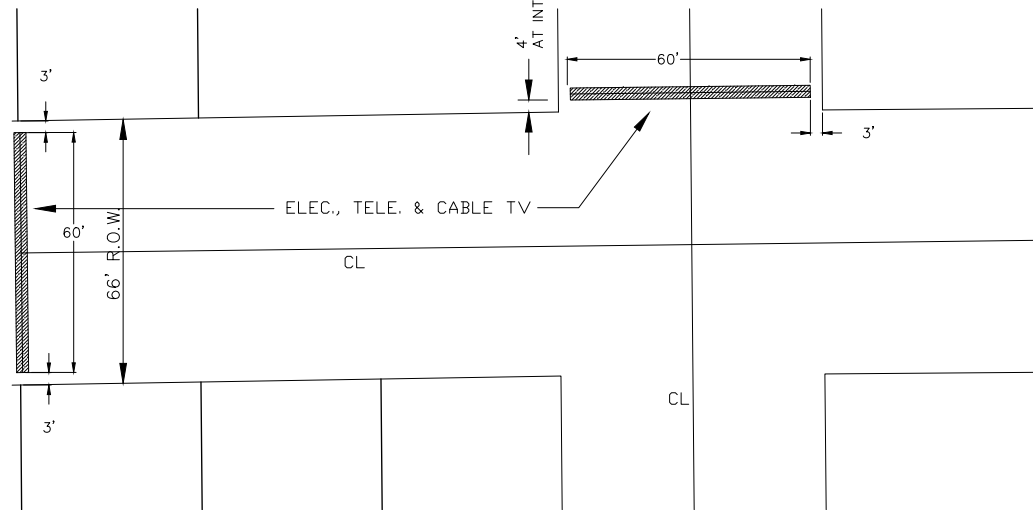
MAX. POST SPACING 4 FT.

1' MIN.

24" MIN. EMBEDMENT

MACHINE SLICE 8"-12" DEPTH (PLUS 6" FLAP)

SILT FENCE DITCH CHECK

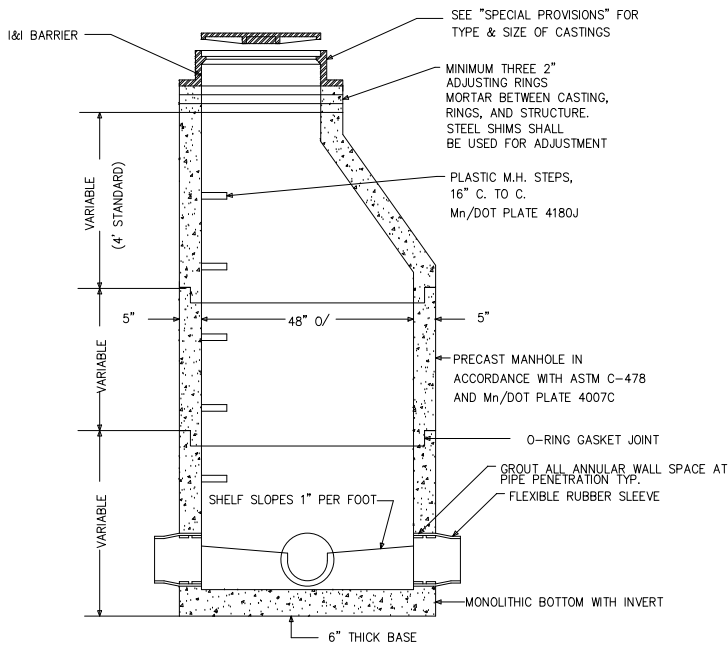


SHEET
4
OF
11

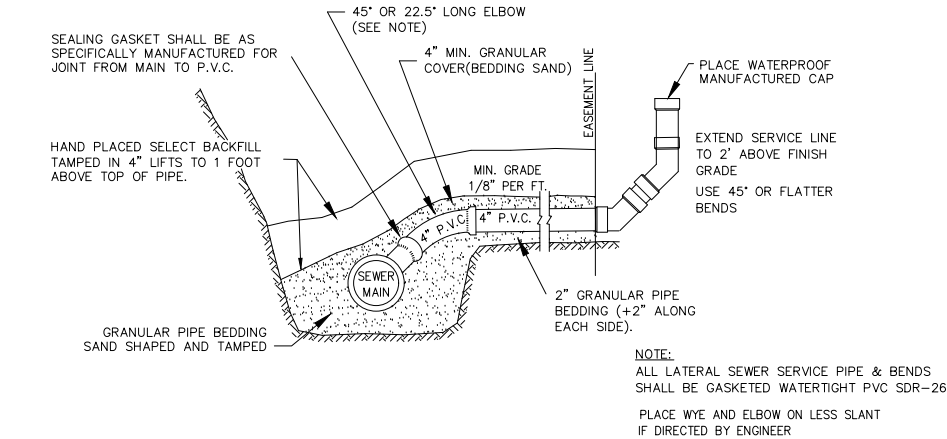
STORM SEWER STRUCTURE SCHEDULE						
NO.	RIM EL.	INVERT EL.	HEIGHT	CASTING	DESIGN	REMARKS
MHS	1209.82	1204.50	5.32	R1772	G	
MHT	1209.85	1203.59	6.26	R1772	4020-72	
MHU	1210.90	1205.51	5.39	R1773	G	
MHV	1210.50	1204.08	6.42	R4342	4020-60	
CB1	1209.80	1205.52	4.28	R3067	2X3	
CB2	1209.80	1206.14	3.66	R3067	2X3	
CB3	1209.80	1205.80	4.00	R3067	2X3	
CB4	1209.80	1206.12	3.68	R3067	2X3	
CB5	1010.70	1206.71	3.99	R3067	2X3	
CB6	1010.70	1206.71	3.99	R3067	2X3	
CB7	1210.50	1206.40	4.10	R4342	G	
CB8	1210.50	1206.94	3.56	R4342	G	
CB9	1210.50	1206.01	4.49	R4342	G	
CB10	1210.50	1206.20	4.30	R4342	G	
CB11	1210.50	1206.38	4.12	R4342	G	
CB12	1210.50	1206.58	3.92	R4342	G	
CB13	1210.50	1206.78	3.72	R4342	G	
CB14	1210.50	1207.00	3.50	R4342	G	

ALL OUTLET APRONS TO HAVE CL. III RIPAP PER DETAIL INSTALLED WITHIN 24 HOURS OF CONNECTION

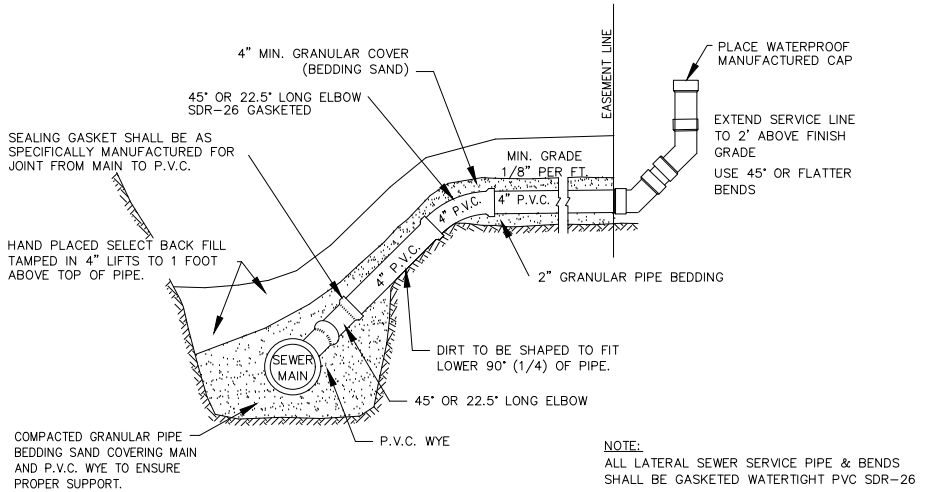
SANITARY SEWER STRUCTURE SCHEDULE						
NO.	RIM EL.	INVERT EL.	HEIGHT	CASTING	DESIGN	REMARKS
7	1211.20	1200.65	10.55	R1772	4007C	
8	1210.01	1202.52	7.49	R1772	4007C	
9	1211.68	1204.21	7.47	R1772	4007C	
10	1214.29	1205.57	8.72	R1772	4007C	



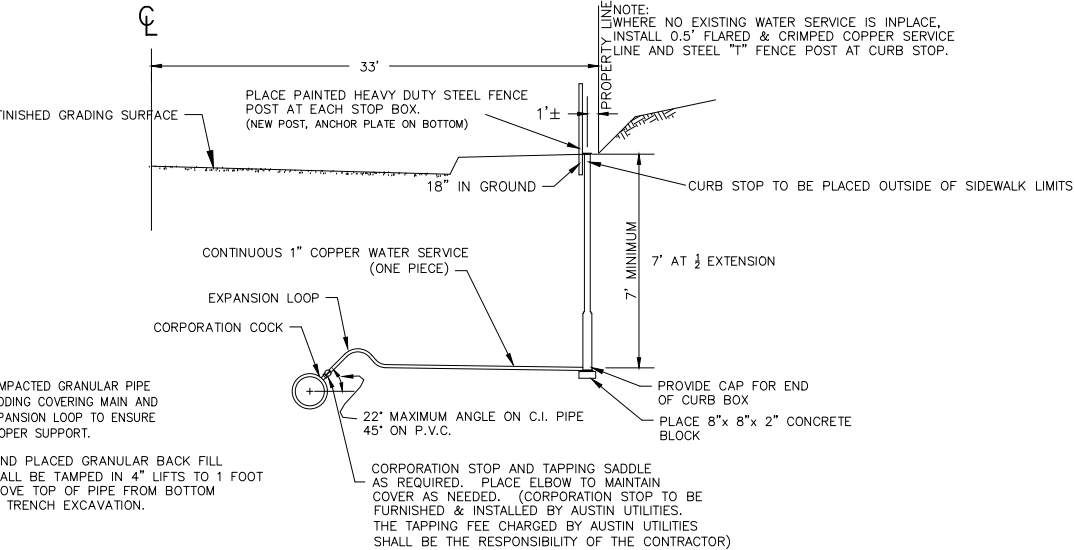
STANDARD MANHOLE, F-MOD (4007-48)



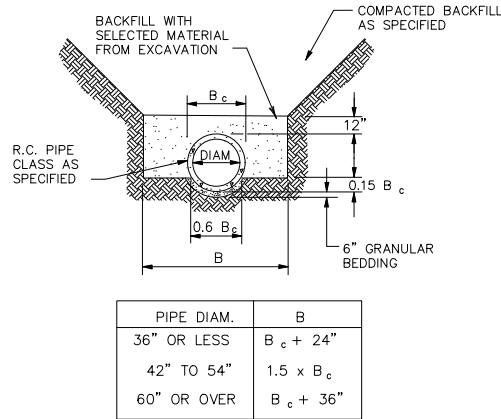
TYPICAL SANITARY SEWER SERVICE
(WHERE COVER OVER SEWER IS 13 FT. OR LESS)



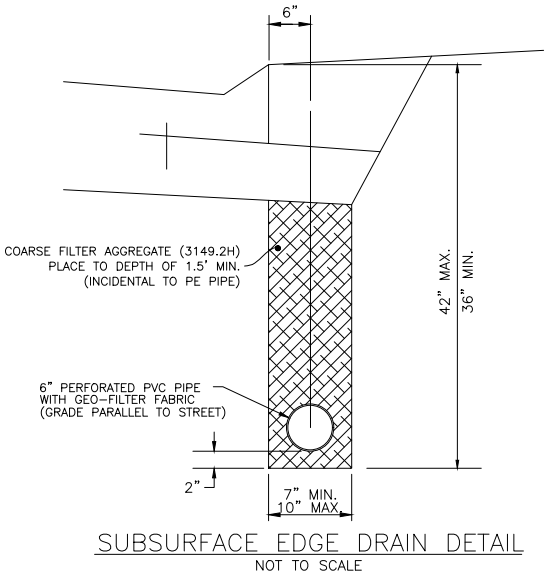
TYPICAL SANITARY SEWER SERVICE
(WHERE COVER OVER SEWER IS 13 FT. OR MORE)



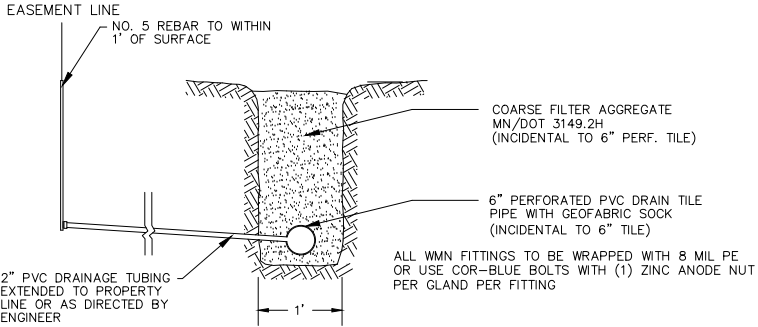
TYPICAL WATER SERVICE



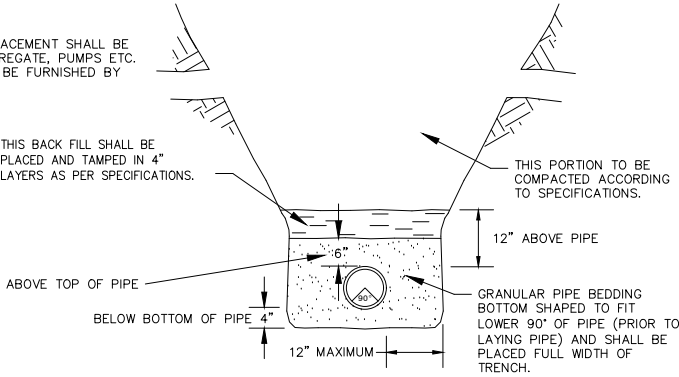
R.C. STORM SEWER TRENCH
CLASS "B" BEDDING CONDITION



SUBSURFACE EDGE DRAIN DETAIL
NOT TO SCALE



PERFORATED PIPE & SUMP PUMP SERVICE DETAIL



TYPICAL TRENCH
(PVC SEWER & HDPE STS)

NOT TO SCALE

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GOPHER STATE ONE-CALL: 1-800-252-1166

REV.	BY	DATE
1	JHS5	4/13/07

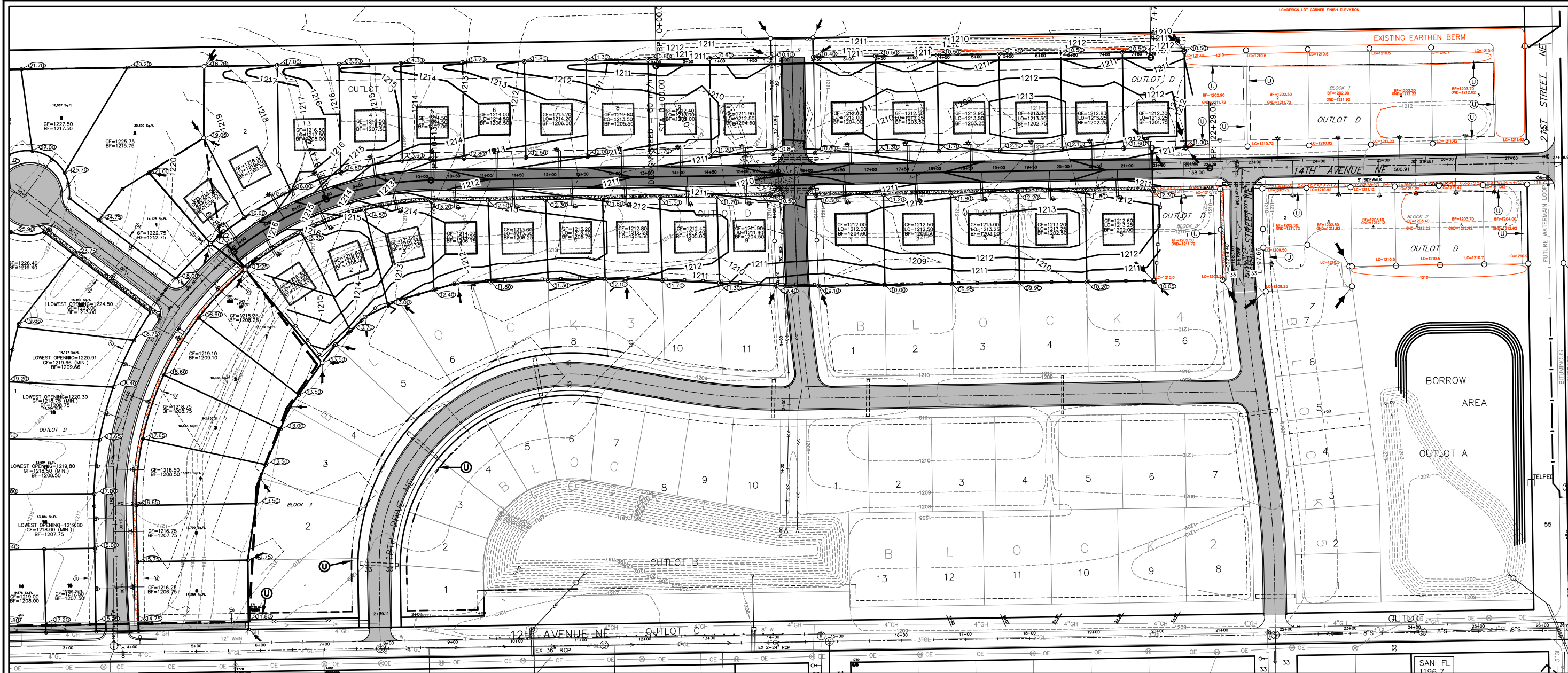
JONES, HAUGH & SMITH INC
CONSULTING ENGINEERS & LAND SURVEYORS
PH. 507-373-4876
515 SOUTH WASHINGTON AVENUE
ALBERT LEA, MINNESOTA 56007

DESIGNED: <i>BLJ</i>
DRAWN: <i>JHS5</i>
CHECKED: <i>JHS5</i>
DATE: 12/21/24
FILE NO: 24-332Design

I hereby certify that this plan, specification, or report was
prepared by me or under my direct supervision and that I
am a duly Registered Professional Engineer under the laws
of the State of Minnesota.
Brian J. Johnson
Brian J. Johnson
License No. 42744 Date: 12/27/24

CITY OF AUSTIN, MN
NATURE RIDGE - PHASE 4
2025 STREET & UNDERGROUND UTILITIES IMPROVEMENTS
DETAILS

SHEET
5
OF
11



*STRIP TOPSOIL BELOW AREAS OF FILL

UTILIZE PERMANENT STORM POND FOR SEDIMENT CONTROL DURING CONSTRUCTION WHENEVER POSSIBLE.
WHEN THE PERMANENT STORMWATER POND IS USED FOR TEMPORARY SEDIMENTATION, THE SEDIMENT TRAPPED DURING CONSTRUCTION SHALL BE REMOVED AND DISPOSED OF ON-SITE (INCIDENTAL) PRIOR TO FINAL ACCEPTANCE.

GF=MINIMUM GARAGE FLOOR ELEV.
LO=MINIMUM LOWEST OPENING ELEV.
BF=MINIMUM BASEMENT FLOOR ELEV.

(14.75) = LOT CORNER ELEV.

EARTHWORK NOTES:

CONTRACTOR TO FURNISH ON SITE GEOTECHNICAL CONSULTING ENGINEER AS REQUIRED.
SOIL CORRECTIONS UNDER THE PROPOSED CONCRETE & ASPHALTIC PAVEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, REMOVAL OF ALL TOPSOIL AND VISIBLY ORGANIC FILL MATERIAL.
CONTRACTOR TO FURNISH ON SITE GEOTECHNICAL CONSULTING ENGINEER TO COORDINATE SOIL CORRECTIONS UNDER PAVEMENTS. THE SITE SHALL BE GRADED TO THE CONTOURS SHOWN AND TO PROVIDE THE DRAINAGE PATTERN SHOWN.

LEGEND

- = 5/8"Ø X 16" iron stake monument
- = Iron stake monument-Found
- W — = Water Main
- S — = Sanitary Sewer
- ST — = Storm Sewer
- G — = Gas Main
- UT — = Underground Telephone
- OT — = Overhead Telephone
- FO — = Fiber-Optics
- UE — = Underground Electric
- OE — = Overhead Electric
- X — = Chain Link Fence
- — = Control Access
- — = Gate Post
- — = Bollards
- — = Electric Meter
- — = Gas Meter
- — = Fiber-Optics Box
- — = Telephone Pedestal
- — = Light Tower
- — = Silt Fence
- — = Furnish & Install
- 1272 — = Existing Elevation Contour Line
- 1272 — = Proposed Elevation Contour Line
- — = Sign
- — = Sign-Handicap
- — = Light Pole
- — = Power Pole
- — = Guy Anchor
- — = Fire hydrant
- — = Water Main Valve
- — = Fire Sprinkler
- — = Cleanout
- — = Culvert
- — = Gas Main Valve
- — = Catch Basin
- — = Manholes
- 1271.23 = Spot Elevation
- RM1270.89 = Rim Elevation
- FL1262.34 = Line Elevation
- — = Concrete Surface
- — = Bituminous Surface
- — = Gravel Surface
- — = Proposed Pavement Elevation

80 0 80
HORIZ. SCALE FEET

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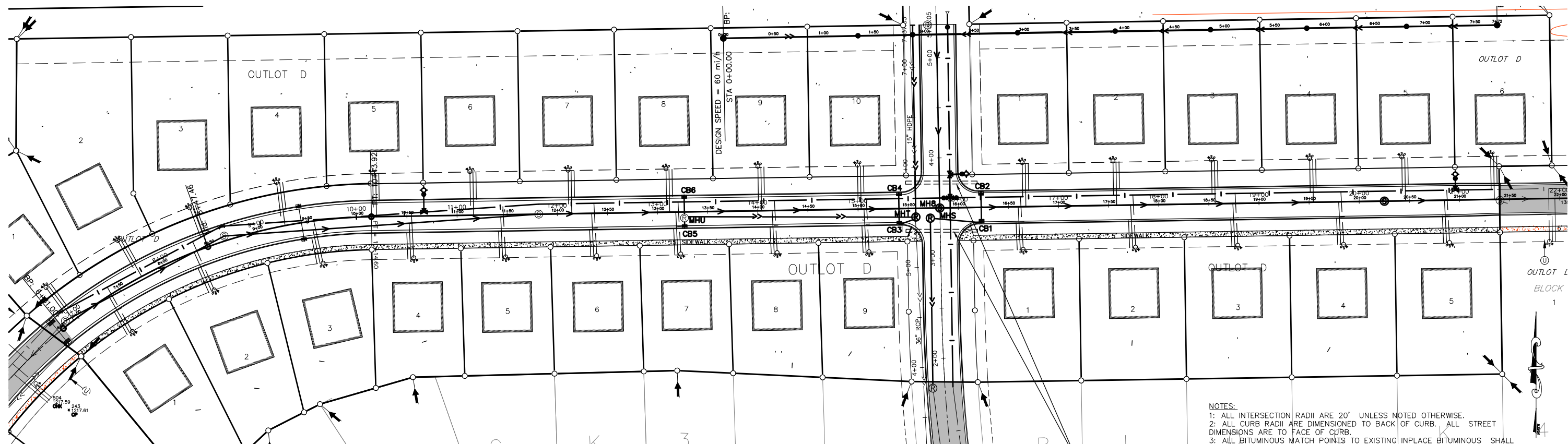
JHS
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PH. 507-373-4876
515 SOUTH WASHINGTON AVENUE
ALBERT LEA, MINNESOTA 56007

DESIGNED: BJJ
DRAWN: BJJ
CHECKED: JHS
DATE: 11/5/24
FILE NO: 24-332

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Brian J. Johnson
License No. 42744
Date: 10/31/24

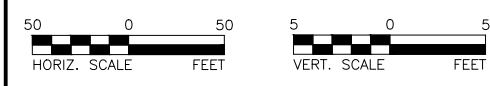
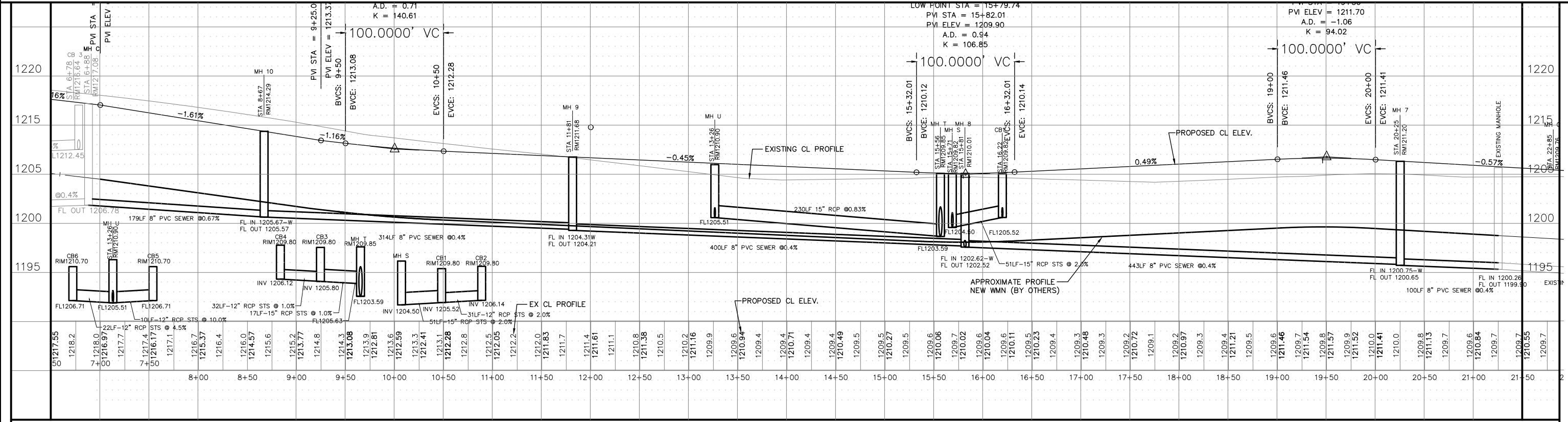
CITY OF AUSTIN, MN
NATURE RIDGE FOURTH
2025 STREET & UNDERGROUND UTILITIES IMPROVEMENTS
GRADING PLAN

SHEET
7
OF
11



- NOTES:
- 1: ALL INTERSECTION RADII ARE 20' UNLESS NOTED OTHERWISE.
 - 2: ALL CURB RADII ARE DIMENSIONED TO BACK OF CURB. ALL STREET DIMENSIONS ARE TO FACE OF CURB.
 - 3: ALL BITUMINOUS MATCH POINTS TO EXISTING INPLACE BITUMINOUS SHALL BE CLEANLY SAW CUT FULL DEPTH.
 - 4: CONTRACTOR SHALL COORDINATE WITH UTILITY OWNER TO RELOCATE PRIVATE UTILITIES AS NECESSARY TO CONSTRUCT STREETS AND UTILITIES.
 - 5: WATER & SEWER SERVICE LATERALS SHALL BE INSTALLED PERPENDICULAR TO THE MAIN AND CENTERED ON THE LOT AND EXTENDED TO BACK OF FRONT YARD EASEMENT LINE.

14th AVENUE NE
PROPOSED CONSTRUCTION



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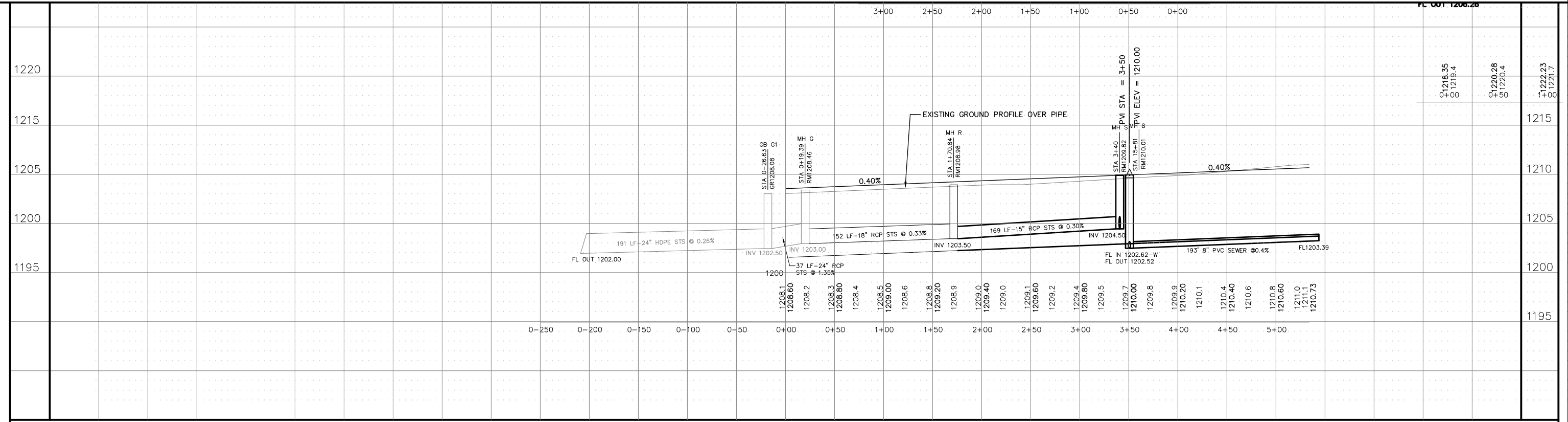
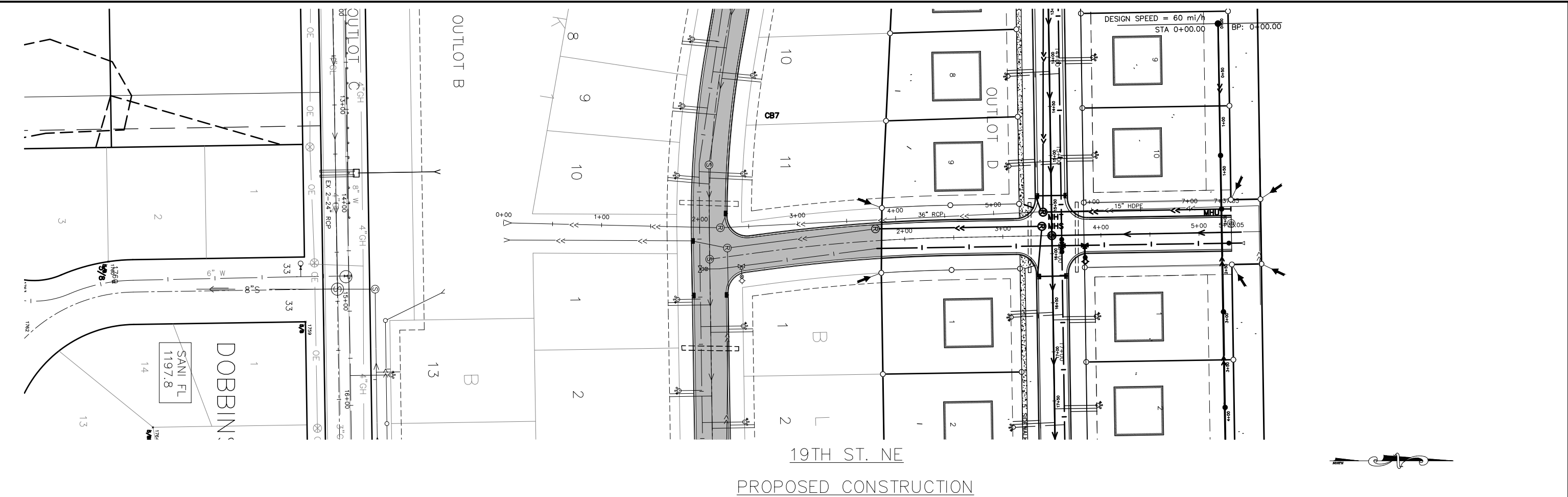
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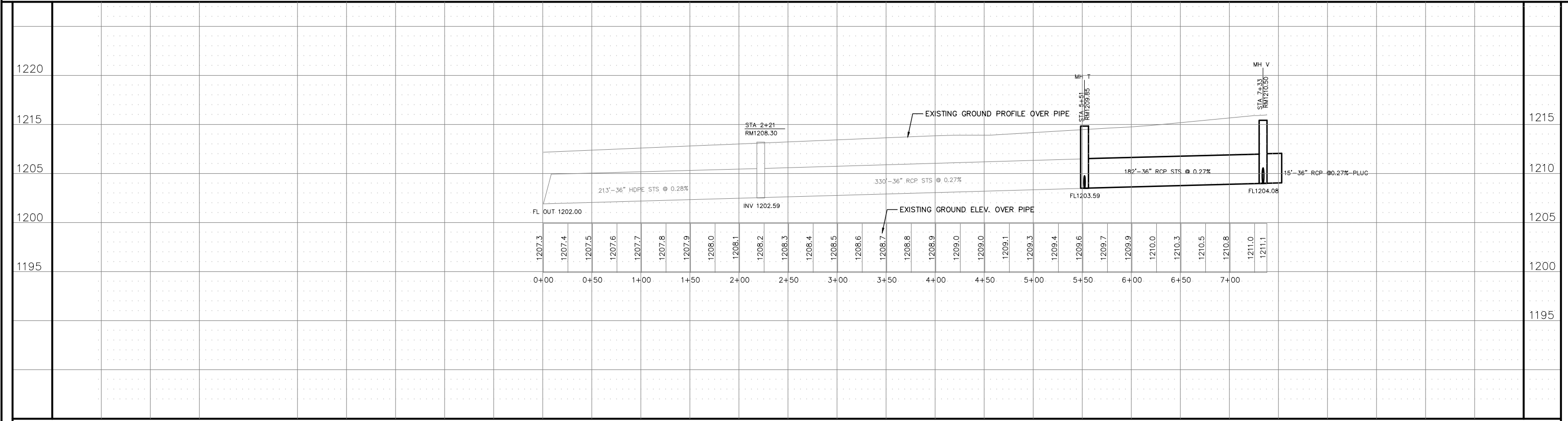
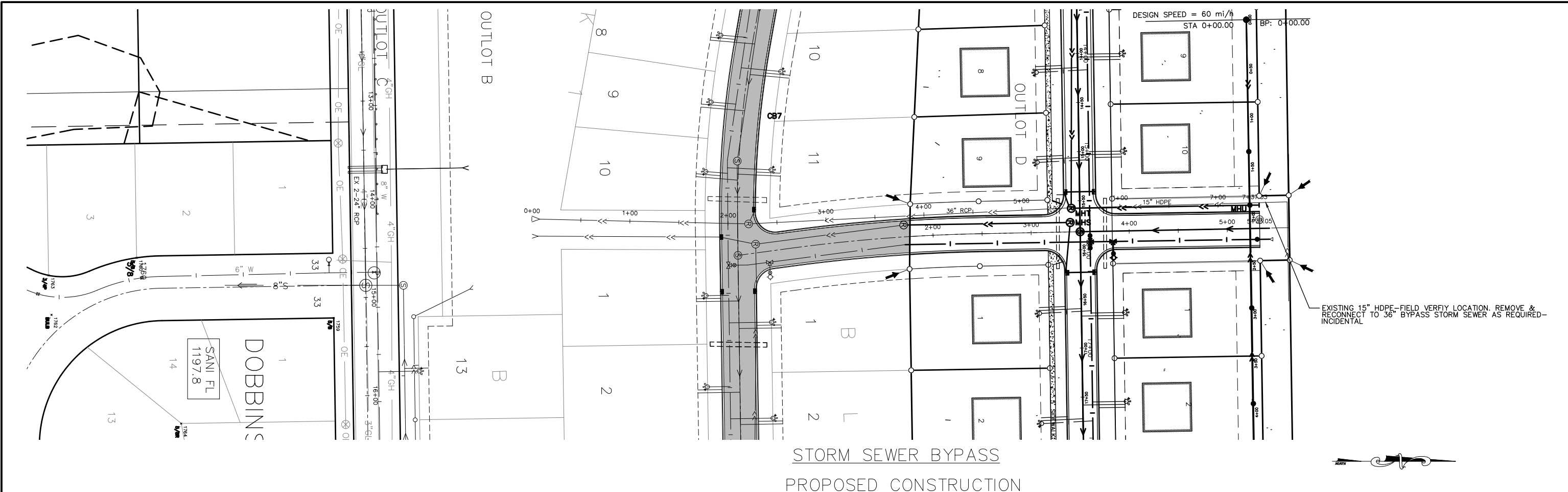
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PH. 507-373-4876
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ALBERT LEA, MINNESOTA 56007

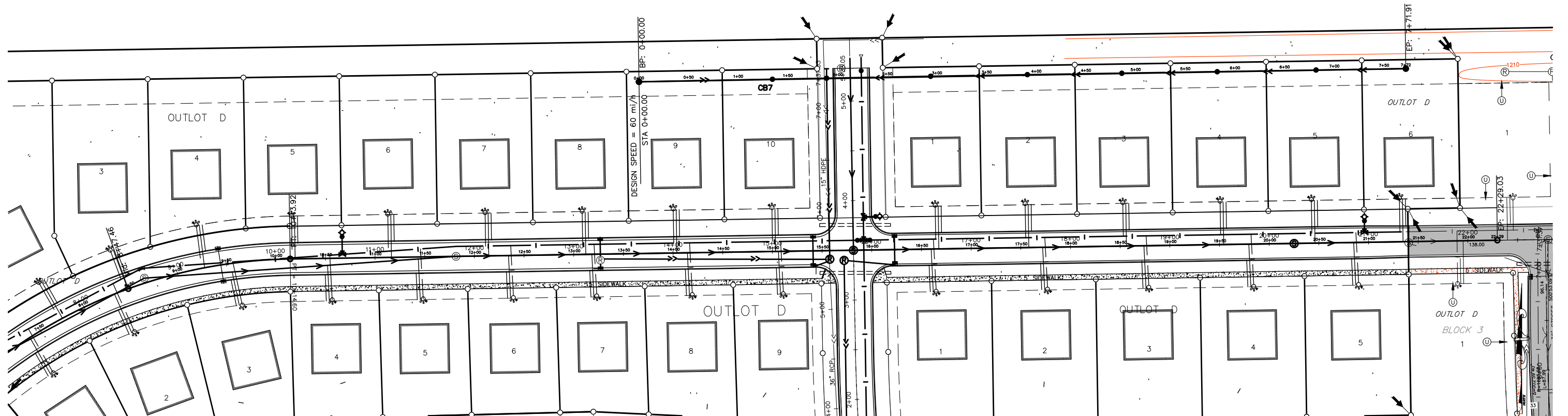
DESIGNED: *BJJ*
DRAWN: *BJJ*
CHECKED: *JHS*
DATE: 9/27/21
FILE NO: 20-4432design

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Brian J. Johnson
Brian J. Johnson
License No. 42744 Date: 12/27/24

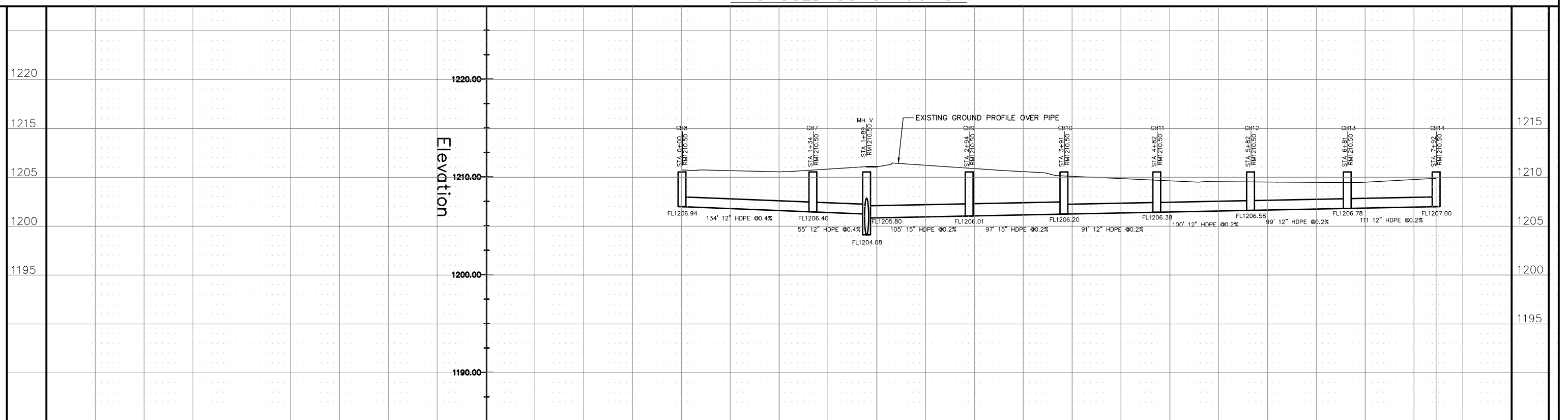
CITY OF AUSTIN, MN
NATURE RIDGE - PHASE 4
2025 STREET & UNDERGROUND UTILITIES IMPROVEMENTS
14TH AVE. NE-PLAN & PROFILE







14th AVENUE NE
PROPOSED CONSTRUCTION



50 0 50
HORIZ. SCALE FEET

5 0 5
VERT. SCALE FEET

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REV.	BY	DATE

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CONSULTING ENGINEERS & LAND SURVEYORS
PH. 507-373-4876
515 SOUTH WASHINGTON AVENUE
ALBERT LEA, MINNESOTA 56007

DESIGNED: *BJJ*
DRAWN: *BJJ*
CHECKED: *JHS*
DATE: 9/27/21
FILE NO: 20-440Design

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am a duly Licensed Professional Engineer under the laws
of the State of Minnesota.
Brian J. Johnson
Brian J. Johnson
License No. 42744 Date: 12/27/24

CITY OF AUSTIN, MN
NATURE RIDGE - PHASE 4
2025 STREET & UNDERGROUND UTILITIES IMPROVEMENTS
BACKYARD STORM PIPING-PLAN & PROFILE

SHEET
11
OF
11

Dated: February 10, 2025
for construction year 2025
Prices good for 90 days from issue

AUSTIN UTILITIES
Austin, Minnesota
AGREEMENT FOR GAS MAIN EXTENSION
Nature Ridge Fourth Addition

The petitioner(s) hereto respectfully represent and state that they are the owners of the lands shown in the description set after their respective name(s), and that it is necessary that a gas main be constructed on the following described areas or on such part thereof as the Austin Utilities shall deem proper, for industrial, commercial and residential use.

On 14 Av NE from 19 St NE west approx. 890 feet, on 14 Av NE from 19 St NE east approx. 525 feet, on 19 St NE south approx.. 140' from 14 Av NE, and on 19 St NE north approx.. 140' from 14 Av NE.

The connection charge shall be based on past construction costs per installed foot. \$14.00 per foot for each installed foot for 2025. Costs to be divided equally per lot served.

Gas Service Lines: Austin Utilities will install all gas service lines from the main to the building as stated in the AU Gas Department Operations and Maintenance Manual. Costs for service extensions will be paid prior to the installation and at the current costs as listed in the O & M Manual. Costs for service extensions are not a part of this main extension petition.

The petitioner(s) shall provide or perform, prior to Austin Utilities construction of gas main:

- 1. Provide plans and information about the development as needed for AU to design and engineer gas facilities.
- 2. Review, discuss, change as needed, and approve locations of proposed AU gas main.
- 3. Pay to the Austin Utilities the contribution to cost of service extension.
- 4. Grant or acquire from others, the necessary easement(s) for gas construction.
- 5. Provide staking of right-of-way, easements, and property lines per AU request.
- 6. Install curb but not road surface, and grade areas where gas construction is proposed to final grade.

The petitioner(s) shall meet the following conditions:

- 1. The petitioner(s) shall hire and pay a contractor to replace any pavement at street openings necessary for the installation of gas main and services.
- 2. Protect gas facilities installed from damage during construction of the remainder of the development. Any facilities requiring repair will be billed to the contractor that damaged the facility or the petitioner(s).
- 3. Austin Utilities will not be responsible for failure of the gas trench due to poor soil conditions. Any remedial measures (such as additional backfill, etc.) will be the responsibility of the petitioner(s)
- 4. If final grade changes from what was indicated at time of gas main installation, any rework necessary (lowering of main, etc.) will be billed to the petitioner(s).

Austin Utilities reserves the following rights:

- 1. AU shall determine final design of installed gas facilities.
- 2. AU shall determine the final placement of installed gas facilities, and may refuse extension through areas determined by AU Staff to be unsuitable for gas installation, such as, but not limited to: wetlands, sites with buried waste or debris, or any similar conditions.
- 3. AU shall determine methods for installation of gas facilities according to current AU policies and practices, as well as Federal Regulations.

The undersigned, therefore, requests that the number of feet of extension required be checked and that they be notified as to the feasibility of such extension.

PETITIONERS TO THIS AGREEMENT _____ Date: _____
Mike Merten, President, Nature Ridge Properties

Name & Address	Addition	Block	Lot	Extension Cost
Nature Ridge Properties of Austin Co. 300 1 St NW, Austin, MN 55912	Nature Ridge Fourth	1	1-10	\$8,540
“	“	2	1-6	\$5,124
“	“	3	1-9	\$7,686
“	“	4	1-5	\$4,270
				\$25,620

Dated: February 10, 2025
for construction year 2025
Prices good for 90 days from issue

AUSTIN UTILITIES
Austin, Minnesota
AGREEMENT FOR WATER MAIN EXTENSION
Method 1 – Property Frontage
Nature Ridge Fourth Addition

The petitioner(s) hereto respectfully represent and state that they are the owners of the lands shown in the description set after their respective name(s), and that it is necessary that a water main be constructed on the following described areas or on such part thereof as the Austin Utilities shall deem proper, for industrial, commercial and domestic use and for fire protection.

On 14 Av NE from 19 St NE west approx. 890 feet, on 14 Av NE from 19 St NE east approx. 525 feet, on 19 St NE south approx.. 140’ from 14 Av NE, and on 19 St NE north approx.. 140’ from 14 Av NE.

The connection charge shall be \$30.00 per foot for each foot of lot front width (or side lot width for corner lots) for 2025. In addition to the connection charge, the Owner shall pay the regular tapping charges, prior to the tap.

The petitioner(s) shall provide or perform, prior to Austin Utilities construction of water main:

- 1. Provide plans and information about the development as needed for AU to design and engineer water facilities.
- 2. Review, discuss, change as needed, and approve locations of proposed AU water main.
- 3. Pay to the Austin Utilities the contribution to cost of service extension.
- 4. Grant or acquire from others, the necessary easement(s) for water construction.
- 5. Provide staking of right-of-way, easements, and property lines per AU request.
- 6. Remove topsoil and grade areas where water construction is proposed to final grade, or provide final grade information.

The petitioner(s) shall meet the following conditions:

- 1. The petitioner(s) shall hire a City of Austin licensed plumber to install water services and stub-ins to plumbing code and AU specifications.
- 2. The petitioner(s) shall hire and pay a contractor to replace any pavement at street openings necessary for the installation of water main. The paving contractor hired by the petitioner(s) shall raise and adjust any manholes to grade at the time of paving.
- 3. Protect water facilities installed from damage during construction of the remainder of the development. Any facilities requiring repair will be billed to the contractor that damaged the facility or the petitioner(s).
- 4. AU installs frames and lids on all manholes during installation of water main, set to be at or below final grade. The developer’s contractor shall be responsible to raise these frames and lids to final grade of pavement. Any missing frames and lids at the time of pavement installation shall be the contractor’s responsibility to purchase replacements – All water frames and lids must meet current AU specifications.
- 5. Austin Utilities will not be responsible for failure of the water main trench due to poor soil conditions. Any remedial measures (such as additional backfill, etc.) will be the responsibility of the petitioner(s)
- 6. If final grade changes from what was indicated at time of water main installation, any rework necessary (lowering of main, hydrant extensions, etc.) will be billed to the petitioner(s).

Austin Utilities reserves the following rights:

- 1. AU shall determine final design of installed water facilities.
- 2. AU shall determine the final placement of installed water facilities, and may refuse extension through areas determined by AU Staff to be unsuitable for water installation, such as, but not limited to: wetlands, sites with buried waste or debris, or any similar conditions.
- 3. AU shall determine methods for installation of water facilities according to current AU policies and practices, as well as State of MN mandated practices.

PETITIONERS TO THIS AGREEMENT _____ Date: _____
Mike Merten, President, Nature Ridge Properties

Name & Address	Addition	Block	Lot	Lot Frontage	Extension Cost
Nature Ridge Properties of Austin Co. 300 1 St NW, Austin, MN 55912	Nature Ridge Fourth	1	1-10	909.35	\$27,280.50
“	“	2	1-6	578.17	\$17,345.10
“	“	3	1-9	849.09	\$25,472.70
“	“	4	1-5	525.27	\$15,758.10
				Total	\$85,856.40

Dated: February 10, 2025
for construction year 2025
Prices good for 90 days from issue

AUSTIN UTILITIES
Austin, Minnesota
AGREEMENT FOR Electric Distribution Line Extension
Nature Ridge Fourth Addition

The petitioner(s) hereto respectfully represent and state that they are the owners of the lands shown in the description set after their respective name(s). It is requested that electric distribution extension be constructed on the property and/or right of way described below, or such part thereof as you shall deem proper, for domestic or commercial use.

On 14 Av NE from 19 St NE west approx. 890 feet, on 14 Av NE from 19 St NE east approx. 525 feet, on 19 St NE south approx.. 140’ from 14 Av NE, and on 19 St NE north approx.. 140’ from 14 Av NE.

The connection charge shall be based on past construction costs. \$3,8190.50 per lot for Single Family Home Lots for 2025.

The petitioner(s) shall provide or perform, prior to Austin Utilities construction of electric facilities:

- 1. Provide plans and information about the development as needed for AU to design and engineer electric facilities.
- 2. Review, discuss, change as needed, and approve locations of proposed AU electric facilities.
- 3. Pay to the Austin Utilities the contribution to cost of service extension.
- 4. Grant or acquire from others, the necessary easement(s) for electric construction.
- 5. Provide staking of right-of-way, easements, and property lines per AU request.
- 6. Install crossings at locations required by AU to AU specifications.
- 7. Install curb but not road surface, and grade areas where electric construction is proposed to final grade. Grade shall be 8” above top of curb at the ROW line unless otherwise requested by AU staff.
- 8. Water, sanitary sewer, and storm sewer is installed and marked.

The petitioner(s) shall meet the following conditions:

- 1. Coordinate plans for street lighting with AU and the City of Austin. The petitioner(s) shall hire installation of required street lighting by a licensed electrician at the cost of the petitioner(s).
- 2. Petitioner(s) and AU will attempt to coordinate installation of electric, telephone, and cable television facilities in a joint trench where possible.
- 3. Electric service laterals installed by the petitioner’s electrician shall be in duct if the development is multi-family residential or commercial.
- 4. The petitioner(s) shall hire a contractor to replace any pavement at street openings necessary for installation of electric facilities.
- 5. Protect electric facilities installed from damage during construction of the remainder of the development. Any facilities requiring repair will be billed to the contractor that damaged the facility or the petitioner(s).

Austin Utilities reserves the following rights:

- 1. AU shall determine final design of installed electric facilities.
- 2. AU shall determine the final placement of installed electric facilities, and may refuse extension through areas determined by AU Staff to be unsuitable for electric installation, such as, but not limited to: wetlands, sites with buried waste or debris, or any similar conditions.
- 3. AU shall determine methods for installation of electric facilities according to current AU policies and practices, as well as State of MN and NESC mandated procedures.

PETITIONERS TO THIS AGREEMENT _____ Date: _____
Mike Merten, President, Nature Ridge Properties

Name & Address	Addition	Block	Lot	Extension Cost
Nature Ridge Properties of Austin Co. 300 1 St NW, Austin, MN 55912	Nature Ridge Fourth	1	1-10	\$38,190.50
“	“	2	1-6	\$22,914.30
“	“	3	1-9	\$34,371.45
“	“	4	1-5	\$19,095.25
			Total	\$114,571.50

RESOLUTION NO.

**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT
WITH NATURE RIDGE PROPERTIES OF AUSTIN CO.**

BE IT RESOLVED that the Mayor and City Council of the City of Austin do hereby approve a contract for development with Nature Ridge Properties of Austin Co. for the development of streets and extension of public infrastructure for Nature Ridge Fourth Addition as detailed in the development agreement on file in the Office of the City Clerk for Austin, Minnesota.

Passed by the Austin City Council this 18th day of February, 2025

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: February 12, 2025
Subject: Nature Ridge Fourth Subdivision, Agreement of Assessment and Waiver of Irregularity and Appeal

Attached for Council consideration is a waiver agreement between the Owner/Developer of Nature Ridge Fourth and the City of Austin. The intent of the agreement is for the City to serve as the fiscal agent for the project and assess project costs back to the developed parcels. To protect all parties, involve, the waiver has been developed by the City Attorney and includes the following key points:

- The City will waive Owner/Developer requirements related to construction, paragraph B parts (2) through (8).
- The City will waive Owner/Developer requirements for Security/Line of Credit.
- The City will advertise, bid, award, and construct the project.
- All associated costs will be assessed to the developed lots, based on the City assessment policy.
- Assessments shall be paid along with real property taxes payable each year.
- Upon sale of each lot from the Owner/Developer the remainder of the assessment shall be paid in full.
- The Owner/Developer waives their right to object to the assessments.
- The Owner/Developer will have 7-days following the bid opening to object in writing, which would then cause this agreement to become null and void. The Owner/Developer would then fall back to the requirements of the original development agreement.

We would recommend approval of the Agreement of Assessment and Waiver of Irregularity and Appeal. Please contact me if you have any questions.

**AGGREEMENT OF ASSESSMENT AND
WAIVER OF IRREGULARITY AND APPEAL
Nature Ridge Fourth**

This agreement dated this ____ day of _____, 2025, between Nature Ridge Properties of Austin Co., hereinafter called “Owner/Developer”, and the City of Austin, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “City.”

WHEREAS, City and Owner/Developer have entered into a Developer’s Agreement contemporaneously herewith in which each party’s rights and obligations pertaining to a development to be known as Nature Ridge Fourth Addition to the City of Austin;

WHEREAS, said Developer’s Agreement requires Owner/Developer to install certain public infrastructure within platted rights-of-way for dedication to the public as more specifically described in the Developer’s Agreement paragraph B;

WHEREAS, Owner/Developer desires for City to assume certain obligations of the Developer as described in the Developer’s Agreement paragraph B relating to the construction of public infrastructure, and the City is willing to do so in exchange for the agreements and covenants contained and described herein.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. In consideration of the City’s assumption or waiver of the following obligations of Owner/Developer under the Developer’s Agreement:
 - a. Construction of the public infrastructure described in the Developer’s Agreement paragraph B parts (2) through (8) with the following exceptions and limitations:
 - i. Owner/Developer will remain solely responsible for securing the MPCA Sanitary Sewer Extension Permit at its sole cost and expense as described in the Developer’s Agreement paragraph B part (4).
 - ii. The City’s assumption of Owner/Developer’s responsibilities and obligations under the Developer’s Agreement paragraph B part (8) does not include the City’s assumption of any of Owner/Developer’s responsibilities and Obligations under the Developer’s Agreement paragraph B part (1) which shall remain solely the obligation of Owner/Developer.

All such work assumed by the City hereunder, shall be constructed according to the plans and specifications developed and approved as per Paragraph B part 1 of the Developer’s Agreement, or such modifications as are needed to insure the constructed public infrastructure meets the City’s public infrastructure standards.

- b. Waiver and release of Owner/Operator's obligation to provide Security/Line of Credit under the Developer's Agreement paragraph C,
- c. Waiver and release of Owner/Operator's obligations under the Developer's Agreement Paragraphs D, E, G, and H, but only to the extent related to City's assumed work under paragraph 1(a) herein;

and in consideration of the City's willingness to accept Owner/Developer's fulfillment of its obligation to pay the cost of Owner/Developer's obligations under the Developer's Agreement, whether such obligations are assumed by the City hereunder or performed by Owner/Developer, by accepting the assessment of one-hundred percent (100%) of the actual cost incurred by the City in its assumption of Owner/Developer's obligations as described in paragraph 1(a) herein, including City staff time associated with design, bidding, construction, and inspection of said public improvements to the Owner/Developer according to the terms described below; and at the Owner/Developer's request; Owner/Developer agrees to accept and pay said assessment against its property located within Nature Ridge Fourth as further described herein. The amount of said Assessment shall be determined, allocated, adjusted, and paid according to the terms described herein.

Owner/Developer further agrees that the estimated assessment may be exceeded if the increases are a result of requests made by the property owner or otherwise approved by the property owner in a subsequent separate written document.

- 2. Owner expressly waives objection to any irregularity with regard to the said improvement assessments and any claim that the amount thereof levied against owner's property is excessive, together with all rights to appeal in the courts.
- 3. Terms of the Assessment:
 - a. The assessment will be spread over a maximum 15-year period.
 - b. The assessment will be subject to interest at a rate that is 2% above the rate of borrowing.
 - c. The assessment will be allocated in equal amounts to the separate lots contained and shown on the plat of Nature Ridge Fourth Addition. So, by way of example, if there are 30 lots identified in the final recorded plat, each lot will be allocated 1/30th of the total assessment.
 - d. The amount allocated to each lot shall be payable as a special assessment along with the real property taxes payable each year until each lot is transferred from Owner/Developer to any other party.
 - e. Upon sale of each lot from Owner/Developer to any other party, the full assessment allocated to that lot is to be paid in full and at closing on the sale of said lot.

- f. Any amount of assessment remaining at the end of the 15-year period is due in full with the property taxes due in the 15th year.
4. The City will publicly bid the construction as a public project, according to the statutory requirements placed upon it as a public entity. The Project Specifications will be as described in the Developer's Agreement employing the same standards employed by the City for construction of similar improvements in City projects. Construction costs will be determined through this process and according to the City's standard construction contracts for City projects. Staff time will be determined based on the City's standard process and is based on the City's actual employee costs for the employees involved. Recognizing that the actual amount of the assessment will not be known until the bids are sought, received, and awarded, and until the public infrastructure is fully constructed and accepted by the City, Owner/Developer understands and accepts the assessment as so determined and waives any objection thereto once determined.
5. Following bid opening, the City will notify Owner/Developer of its intentions for bid award, and Owner/Operator will have seven days to object in writing. Upon objection, the bid process will cease without the awarding of any bids nor the beginning of any construction, and Owner/Developer will re-assume all obligations placed upon it under the Developer's Agreement, this Agreement will be null and void except as provided herein, and the City shall have no further obligations under this agreement but shall be entitled to enforce the Developer's Agreement as originally executed. Upon this occurrence, Owner/Developer will promptly pay any costs incurred by City to date for design, design approval, development of bidding specifications, advertising for bids and opening of bids, inclusive of staff time associated with such work.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands this ____ day of _____, 2025

IN PRESENCE OF:

BY: _____
Michael Merten, President
Nature Ridge Properties of Austin Co.

STATE OF MINNESOTA)
COUNTY OF _____)SS

This instrument was acknowledged before me on this ____ day of _____, 2025, by Michael Merten, President of Nature Ridge Properties of Austin Co..

Notary Public

IN PRESENCE OF:

CITY OF AUSTIN

BY: _____
MAYOR

BY: _____
CITY RECORDER

STATE OF MINNESOTA)
COUNTY OF _____)SS

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Stephen King, Mayor and Tom Dankert, City Recorder, of the City of Austin, Minnesota, a
home rule charter city under the laws of the State of Minnesota.

Notary Public

RESOLUTION NO.

**ACCEPTING AN AGREEMENT OF ASSESSMENT AND WAIVER OF IRREGULARITY AND APPEAL
FOR NATURE RIDGE FOURTH SUBDIVISION**

WHEREAS, the intent of the agreement is for the City of Austin to serve as the fiscal agent for the project and assess project costs back to the developed parcels.

WHEREAS, the City Council hereby accepts said agreement; and

WHEREAS, the City Council of the City of Austin authorizes the Mayor and the City recorder to enter into the agreement. A copy of the contract is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF AUSTIN, MINNESOTA, that the City Council of the City of Austin authorize the Mayor and City recorder to execute an agreement of assessment and waiver of irregularity and appeal with the owner/developer of Nature Ridge Fourth Subdivision.

Passed by a vote of Yeas and Nays this 18th day of February, 2025.

YEAS

NAYS

ATTEST

APPROVED:

City Recorder

Mayor

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

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

	<u>Project #</u>
1) 6th Street NE	
• 6 th Street NE – 30 th Avenue to 1800 ft. north	19106
2) 21st Avenue SW	25102
• 21 st Avenue SW – 4 th Drive to 12 th Street	
3) 6th Avenue NE – 18th Drive NE	25106
• 6 th Avenue NE – 18 th Drive to 19 th Street	
• 18 th Drive NE – 5 th Avenue to 6 th Avenue	
4) 25th Street SW	25107
• Oakland Avenue to 8 th Avenue	

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

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

1. A hearing shall be held on the 18th day of March, 2025 in the City Hall Council Chambers at 5:30 pm to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of hearing on proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and shall state in the notice the total cost of the improvement. The city clerk shall cause mail notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may pay his or her assessment at any time prior to certification of the assessment on such property without interest if the entire assessment is paid no later than October 31. He or she may at any time thereafter pay to the city the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which such payment is made.

Passed by a vote of yeas and nays this 18th day of February, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder_____
Mayor

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: February 7, 2025
Subject: Airport Farm Rental

The City of Austin acquired agricultural property as part of the Austin Municipal Airport project in the early 2000's. The property as shown on the attached exhibit is owned by the City and has been farmed by the Morse Family Farms since 2008.

It is proposed that the City continue to lease this property to Dave Morse with the following terms:

		2025-27 rate
Morse Parcels		
#1, North Co. Rd. 3	6.9 acres	\$225 per acre
#2, South Co. Rd. 3	<u>6.0 acres</u>	<u>\$225 per acre</u>
Total	12.9 acres	\$2,902.50 per year

I would recommend extending a three-year lease for 2025-2027 to Dave Morse for the property described. If you have any questions, please feel free to contract me.

FARM LEASE

THIS AGREEMENT, made this ____ day of _____, 20____, by and between the City of Austin, Lessor, and Dave Morse Lessee.

Lessor, in consideration of the rents and covenants hereinafter identified, does hereby lease to Lessee that property shown in **Exhibit A** and described in **Exhibit B** attached hereto and incorporated herein by reference located in the County of Mower, State of Minnesota, Township 102N, Range 18W, located East of 28th Street SE and North of C.S.A.H. No. 3, containing 6.9 acres more or less, and as shown in the attached Exhibit as well as that property located East of 28th Street SE and South of C.S.A.H. No. 3, containing 6.0 acres as shown in the attached **Exhibit A**.

Lessee shall be permitted to have and to hold the above rented premises during the full term of the 2025, 2026, and 2027 crop years, inclusive. The rate per acre shall be \$225.

This Lease is deemed to have a value, during the entire term of the Lease, of \$8,707.50.

If Lessee remains in possession of the premises after the expiration of the term for which the premises are hereby leased, such possession shall not be construed to be a renewal of this Lease but shall be a tenancy at will which may be terminated by the Lessor upon ten (10) days written notice delivered in writing to Lessee.

Lessee shall not assign this Lease or sublease the above rented premises without first obtaining the written consent of Lessor, and at the expiration of the time herein recited shall yield and surrender the leased premises to Lessor in as good condition and repair as when taken, reasonable wear and tear and damage by the elements expected. Lessee covenants and agrees to cultivate and farm the leased premises in a careful and husband-like manner and to maintain said property so as to protect all of the premises from injury and waste and to protect any trees thereon and to cut no trees or commit no waste or damage on said premises and to suffer none to be done.

Lessee shall maintain all immediately adjacent roadways and other parts of the land, not in crop, mowed and free from growing weeds. The parties agree that this Lease Agreement contains the entire Lease Agreement between the parties and that any oral or written communications relating to the renting of the above described premises are superseded by this Lease Agreement.

This Lease Agreement shall be interpreted in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereunto set their hands this ____ day of _____, 20____.

LESSEE:

By: _____
Dave Morse

LESSOR:

CITY OF AUSTIN

By: _____
Steve M. King, Its Mayor

By: _____
Tom Dankert, Its City Recorder

EXHIBIT B

LEGAL DESCRIPTION

All that part of the Southwest Quarter of Section 7, Township 102N, Range 17W, Mower County, Minnesota, lying East of the right-of-way of 28th Street SE and North of the right-of-way of C.S.A.H. No. 3, owned by the City of Austin, containing 6.9 acres more or less and further

All that part of the North One-Half of the Southwest Quarter of Section 7, Township 102N, Range 17W, lying East of the right-of-way of 28th Street SE and South of the right-of-way of C.S.A.H. No. 3, owned by the City of Austin, containing 6.0 acres more or less.

City of Austin
Farm Lease

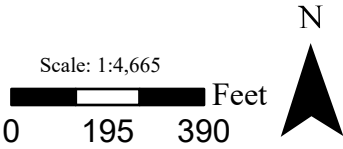


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Legend
Area



Department of Engineering
500 4th Ave NE, 2nd Floor
Austin, MN 55912
www.austin.mn.us



RESOLUTION NO.

**Resolution Authorizing Farm
Lease Agreement with Dave Morse**

WHEREAS, the City Council has leased land to Dave Morse for farming at the Austin Municipal Airport and the City wishes to renew the contract.

NOW THEREFORE, BE IT RESOLVED that the Austin City Council approves the farming lease extension agreement with Dave Morse for the years 2025-2027. A copy of the lease is attached hereto.

Passed by a vote of yeas and nays this 18th day of February, 2025.

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: February 7, 2025
Subject: Airport – 10-unit T-Hangar
State Companion Grant, A5001-62

The funding plan for the construction of a 10-unit T-Hangar at the Austin Municipal Airport included 3 funding sources:

- 90% Federal Grant \$1,854,882.00
- 5% State Grant \$ 98,893.74
- 5% Local Costs \$ 98,893.74

Shown below are the State & Federal grants that we have received to-date.

We would request approval of a resolution for the State Companion grant to go toward the construction costs related to the 10-unit T-Hangar project. If you have any questions, feel free to contact me.

Grant Breakdown:

	AIP Grant	BIL Grant	STATE Grant	Local Cost
3-27-0007-022-2024/A5001-61	\$1,229,958.00		\$ 68,331.50	\$ 68,331.50
3-27-0007-023-2024/A5001-59		\$262,128.00	\$ 14,563.00	\$ 14,563.00
3-27-0007-024-2025/A5001-62		\$137,000.00	\$ 3,605.50	\$ 3,605.50
Total To-Date	\$1,229,958.00	\$399,128.00	\$ 86,500.00	\$ 86,500.00
Total Federal	\$1,629,086			

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

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and The **City of Austin** 500 Fourth Avenue N.E. Austin, MN 55912-3773 ("Grantee").

RECITALS

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

AGREEMENT TERMS**1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2029, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **A5001-62**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit "A" - Grant Request Letter, Exhibit "B": Credit Application, and Exhibit "C": Cost Split are attached and incorporated into this Agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed

and approved this agreement, or their successors in office.

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

3 Time

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

4 Cost and Payment

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
AIP-T-Hangar Construction (phase 2)	95%	2.5%	2.5%

Federal Committed:	<u>\$137,000.00</u>
State:	<u>\$ 3,605.50</u>
Grantee:	<u>\$ 3,605.50</u>

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

- 4.2 **Travel Expenses.** Blank

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

- 4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$3,605.50.**

4.5 Payment

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

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

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

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

receipt of such invoice.

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

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

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

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

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

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

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

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative is:

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

6.2 Grantee's Authorized Representative is:

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

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

City of Austin

500 Fourth Avenue N.E.

Austin, MN 55912-3773

Or their successor.

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

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

8 Liability

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

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this

agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

10.2.2 **Obligations**

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

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

11 **Workers Compensation**

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

12 **Publicity and Endorsement**

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

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

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

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

14 **Termination; Suspension**

14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made,

that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

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

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

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

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

15 Data Disclosure

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

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

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

18 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

- 19 **Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.
- 20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee’s compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 21 **Additional Provisions**
[Intentionally left blank.]

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

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



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

November 19, 2024

RE: Austin Municipal Airport
 FY25 Federal BIL/AIG Grant Request

SP A5001-62-AIG-3-27-0007-24-25
CONTRACT NO. 1059160

Luke Bourassa
 Minnesota Department of Transportation
 Office of Aeronautics
 395 John Ireland Blvd.
 St. Paul, MN 55155-1800

Dear Mr. Bourassa,

Please consider this letter as a formal request from the City of Austin for a Bipartisan Infrastructure Law (BIL) / Airport Improvement Grant (AIG) grant from the Federal Aviation Administration (FAA) for Federal Fiscal Year 2025. The grant request is for the construction of a 10-unit T-hangar and apron project – Phase 3 at the Austin Municipal Airport. Associated costs with this project overall are as follows:

Item	Project Costs
Construction (The Joseph Company, Inc.)	\$1,873,274.70
Construction Administration/Observation (SEH)	\$ 98,600.00
Estimated Administrative Expenses (City of Austin)	\$ 6,000.00
Total	\$1,977,874.70

In this request, the City of Austin is requesting Federal FAA participation using FY25 AIG funding for Phase 3 of this project at 95% (\$137,000), MnDOT participation at 2.5% (\$3,605.50), and the City of Austin will cover the remaining 2.5% (\$3,605.50).

Funding Source & Work Item	Allocated Project Costs	FAA (95%)	State (2.5%)	Local (2.5%)
AIG 2025 – Phase 3				
Construction (The Joseph Company, Inc./TJC)	\$ 144,211.00	\$ 137,000.00	\$ 3,605.50	\$ 3,605.50

The initial funding strategy for this project was as follows:

Funding Source & Work Item	Allocated Project Costs	FAA (90%)	State (5%)	Local (5%)
AIP 2024 – Phase 2				
Construction Administration/Observation (SEH)	\$98,600.00	\$88,740.00	\$4,930.00	\$4,930.00
Administrative Expenses	\$6,000.00	\$5,400.00	\$300.00	\$300.00
Construction (TJC)	\$1,262,020.70	\$1,135,818.63	\$63,101.04	\$63,101.04
Total	\$1,366,620.70	\$1,229,958.00	\$68,331.35	\$68,331.35
AIG 2024 – Phase 1				
Construction (TJC)	\$291,254.00	\$262,128.00	\$14,563.00	\$14,563.00
AIG 2025 – Phase 3				
Construction (TJC)	\$160,000.00	\$144,000.00*	\$8,000.00	\$8,000.00
AIG 2026 – Phase 4				
Construction (TJC)	\$160,000.00	\$144,000.00*	\$8,000.00	\$8,000.00
Total	\$1,977,874.70	\$1,780,086.00	\$98,894.35	\$98,894.35

* Future years of FAA AIG funding were estimated, and amounts may vary

With the new FY25 AIG allocation announcement as well as the FAA's announcement to increase their funding share from 90% to 95%, the funding strategy has been revised as follows (changes noted in red):

Funding Source & Work Item	Allocated Project Costs	FAA (90%)	State (5%)	Local (5%)
AIP 2024 - Phase 2 (Under Grant)				
Construction Administration/Observation (SEH)	\$98,600.00	\$88,740.00	\$4,930.00	\$4,930.00
Administrative Expenses	\$6,000.00	\$5,400.00	\$300.00	\$300.00
Construction (TJC)	\$1,262,020.70	\$1,135,818.63	\$63,101.04	\$63,101.04
Amendment #1 (Estimated)**	\$31,578.00	\$28,420.20	\$1,578.90	\$1,578.90
Total	\$1,398,198.70	\$1,258,378.00	\$69,910.35	\$69,910.35
AIG 2024 - Phase 1 (Under Grant)				
Construction (TJC)	\$291,254.00	\$262,128.00	\$14,563.00	\$14,563.00
Funding Source & Work Item	Allocated Project Costs	FAA (95%)	State (2.5%)	Local (2.5%)
AIG 2025 - Phase 3				
Construction (TJC)	\$144,211.00	\$137,000.00	\$3,605.50	\$3,605.50
AIG 2026 - Phase 4				
Construction (TJC)	\$144,211.00	\$137,000.00*	\$3,605.50	\$3,605.50
Total	\$1,977,874.70	\$1,794,506.00	\$91,684.35	\$91,684.35

* Future years of FAA AIG funding are estimated, and amounts may vary

** An AIP grant amendment is anticipated to be processed under the FY24 AIP grant to cover the remaining project balance because of the reduction in FY25 (and likely FY26) AIG allocation amounts

This funding plan will continue to be updated throughout future grant applications to track funding.

Please contact me if you have any questions.

Sincerely,

Steven Lang Digitally signed by Steven
Lang
Date: 2024.11.19 15:16:22
-06'00'

Steven Lang, City Engineer
City of Austin, Minnesota

CC: Adinda Van Espen, SEH
Brian Conklin, MnDOT Office of Aeronautics
Arika Johnson, MnDOT Office of Aeronautics
Julie Krinke, MnDOT Office of Aeronautics
Sean Johnston, FAA Program Manager
Tom Dankert, City of Austin Finance Director

Enclosure: FY 2025 Federal BIL/AIG Grant Request Packet

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

airportdevelopment@state.mn.us

CREDIT APPLICATION

Itemized statement of cash expenditures for which credit is claimed:

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

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

Municipality _____

By

Title

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

RESOLUTION

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

It is resolved by the City of Austin as follows:

1. That the state of Minnesota Agreement No. 1059160,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for State
Project No. A5001-62 at the Austin Municipal Airport is accepted.
2. That the Mayor and City Recorder are authorized to execute this Agreement and any
amendments on behalf of the City of Austin.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF MOWER

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

City of Austin

at an authorized meeting held on the 18th day of February, 2025 as shown by the minutes of the
council meeting in my possession.

Signature: _____
Brianne Wolf, City Clerk

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Airport: Austin AUM

Sponsor: City of Austin

UEI:

State Project: A5001-62

State Agreement #:

Fed Project: AIP 3-27-0007-24-25

Description: T-Hangar & Apron Construction (Phase 3)

Version: 2/6/2025

Construction	Description	Total	Funding Rates		Federal	State	Local
			Federal	State			
	T-Hangar & Apron Construction - The Joseph Company	\$ 144,211.00	95%	2.5%	\$ 137,000.45	\$ 3,605.50	\$ 3,605.50
	CONSTRUCTION SUBTOTAL	\$ 144,211.00			\$ 137,000.45	\$ 3,605.50	\$ 3,605.50
Engineering	Description	Total	Federal	State	Federal	State	Local
	S.E.H. Engineering Agreement T-Hangar & Apron Const. Admin.& Observation	\$ -			\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
	ENGINEERING SUBTOTAL	\$ -			\$ -	\$ -	\$ -
Administration	Description	Total	Federal	State	Federal	State	Local
	City Administrative Expenses	\$ -			\$ -	\$ -	\$ -
	ADMINISTRATION SUBTOTAL	\$ -			\$ -	\$ -	\$ -
Total (before adjustments)		\$ 144,211.00			\$ 137,000.45	\$ 3,605.50	\$ 3,605.50
Grant Amounts		\$ 144,211.00			\$ 137,000.00	\$ 3,605.50	\$ 3,605.50
Overall Share Percentages					95.00%	2.50%	2.50%

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: February 8, 2025
Subject: WWTP Flood Mitigation Design & Bidding Proposal, Addendum 1

We have been working with SEH on the design and development of the WWTP Levee Project since early 2020. Over that time, we have worked through multiple challenges on the site, mainly related to coordination and existing infrastructure. The attached addendum request for additional costs references the following items impacting the original budget:

- Project schedule delays
- Two contract sets and bidding services
- WWTP effluent structure pump replacement
- Hormel forcemain realignment, gate valve reconfiguration, permitting
- Influent pipe and structure modifications
- Cured-in-place pipe lining and temporary bypass pumping
- Mussel and Plant survey

In order to accommodate these scope changes to the original proposal, SEH has requested Addendum 1 to their original design contract in the amount of \$159,500. I acknowledge the items listed above are outside their original scope of work and were additional items required during the design process. For those reasons, I would recommend approving this Addendum 1 to the SEH contract for design and bidding services for the WWTP flood mitigation project. Funding is in place for the project and would be funded with 50% DNR grant and 50% Local Option Sales Tax.

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

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: January 13th, 2020
Subject: WWTP Flood Mitigation Design & Bidding Proposal

SEH has developed a proposal based on the WWTP Flood Mitigation Study for design and bidding service for the project. The project design will work to develop concepts identified in the study for protection of the WWTP with levees and walls built to meet FEMA certification. Tasks to develop the plans and specifications include:

Task 1: Project Meetings & Coordination

- Kick-off meeting and by-weekly meetings with project team from key disciplines
- On-site meetings at the 50%, 90% and 100% plan design level

Task 2: Data Collection

- Utility system drawings
- Hydraulic modeling
- Lidar evaluation
- Soil borings

Task 3: Design Development

- Civil design; general layout of project features, flood barrier alignment, utility modifications, quantities and plan development
- Hydraulic & Interior Drainage design; water surface modeling designed for a “no-rise” project, interior drainage design to prevent interior flooding during rain event
- Geotechnical Analysis; soil boring evaluation to determine structural load capacity of soils and bedrock depth evaluation
- Structural Analysis; structural design of concrete floodwall, storm and sanitary structures and utility crossings

Task 4 & 5: Plans & Specifications

- Develop plans and specifications for review at the 50% & 90% design level

Task 6: Permitting

- Complete necessary permits for the MPCA, DNR & Corp of Engineers for compliance with regulations

Task 7: Bidding Services

The total estimated cost for this work is \$526,670 and is broken down per task as follows:

Task 1: Project Meetings & Coordination	\$ 46,900
Task 2: Data Collection	\$ 80,250
Task 3: Design Development	\$ 205,210
Task 4: Plans	\$ 107,940
Task 5: Specifications	\$ 45,720
Task 6: Permitting	\$ 16,390
Task 7: Bidding Services	<u>\$ 24,260</u>
Total Fee	\$ 526,670

The schedule for completing the work would meet the following milestones:

January 2020	Notice to Proceed
January 2020	Kickoff Meeting
August 2020	50% Review Submittal
September 2020	Permit Application Submittal
December 2020	90% Review Submittal
March 2020	Completion of Construction Documents
May 2021	Receipt of Permit for Construction (8-month COE)
June 2021	Bid Project
Fall 2021	Begin Construction

This schedule falls in line with the WWTP Expansion Project. Funding is in place for the project and would be funded with 50% DNR grant and 50% Local Option Sales Tax. I would recommend approving the contract with SEH for design and bidding services for the WWTP flood mitigation project. If you have any questions, feel free to contact me.



Building a Better World
for All of Us®

February 3, 2025

RE: City of Austin
WWTP Flood Mitigation Final Design -
Amendment 1
SEH No. AUSTN 153340 14.00

Mr. Steven Lang, PE
City Engineer / Director of Public Works
City of Austin
500 Fourth Avenue NE
Austin, MN 55912-3773

Dear Mr. Lang:

Short Elliott Hendrickson Inc. submits this amendment request for services beyond the scope of our original agreement dated January 21, 2020. The basis for the request is described within this letter.

PROJECT SCHEDULE DELAYS

During the scoping of the original project we accounted for and anticipated schedule modifications and coordination with the WWTP upgrades project and allowed for some contingency in both the project schedule and fees with estimated construction commencement of fall of 2021. Given the first phase of the project is now set to bid winter of 2025, this has led to SEH experiencing increased project costs over the last four years related to project management, team meetings, updating specifications to current standards, and quantity/cost estimate updates.

TWO CONTRACT SETS AND BIDDING SERVICES

The original contract assumed that the entire project would be constructed under one construction contract. In discussions with City staff and in line with the final design of the Wastewater Treatment Plant (WWTP) upgrades project, it was decided to construct the flood mitigation project in two phases, to minimize conflicts with the WWTP project construction. This resulted in additional effort to prepare two plans sets, two sets of specifications, and additional iterations to the statement of estimated quantities.

We have included additional budget in this amendment to finalize the Phase 2 plans and technical specifications. Since the bidding schedule for Phase 2 is dependent on the completion of the WWTP project completion schedule, we have NOT included scope or budget for the completion of the Phase 2 bidding documents and bidding assistance at this time and would anticipate an additional amendment once the schedule for construction is better determined.

WWTP EFFLUENT STRUCTURE PUMP REPLACEMENT

The original scope of the project included upgrading the outlet pipe to the river from the WWTP Effluent Structure and modifications to the WWTP Effluent Structure to tie in the proposed floodwall, but no changes to the outlet pumping system.

Engineers | Architects | Planners | Scientists

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

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

During discussions regarding the final design of the WWTP Effluent outlet system, the City requested that SEH evaluate replacing the existing outdated emergency overflow diesel pumps, including options for electric and diesel pumps. SEH evaluated both options and recommended replacement with similar diesel pumps due primarily to the excessive cost associated with electric pumps due to the power requirements and connecting to an appropriate power source. Additional design budget was needed to determine the feasibility of electric and diesel pumps and to develop plans and specifications for the replacement diesel pumps.

HORMEL FORCEMAIN REALIGNMENT, GATE VALVE RECONFIGURATION, PERMITTING

The original design of the project included a floodwall penetration for the existing Hormel forcemain entering the WWTP from the north. During the final design of the project, the existing pipe materials were more closely reviewed and evaluated and found to be cast iron dating back to 1957. The risk of damage and ultimately structural failure during construction of the floodwall resulted in the decision to replace the entire forcemain under the Cedar River as part of the flood mitigation project to minimize of failure and inadvertent discharge to the Cedar River. This resulted in previously unaccounted for design efforts and fees outlined as follows.

As the design of the Hormel forcemain progressed, it was requested by City staff to include new valves and access structures on the dry side of the floodwall to provide the ability for WWTP staff to redirect sanitary flows and repair valves in the future. The design and location of the valve structures led to a change in the alignment of the previously proposed Hormel forcemain.

The replacement of the Hormel forcemain under the Cedar River also resulted in additional permitting efforts through the Minnesota Department of Natural Resources. Soil borings and rock cores were taken, paid by the City directly, to understand the logistics of installing the new Hormel forcemain. Based on the soil and rock conditions, it was determined that the lowest environmental risk option, and ultimately project cost, was to install the pipe by open cut methods. The open cut method of installing the pipe resulted in additional efforts to develop a staging plan and specifications to satisfy the environmental protections required by the MNDNR.

Through discussions with the MNDNR about the permitting, it was discovered that the City did not have a Utility Crossing License from the MNDNR. Additional effort was needed to apply for a MNDNR Utility Crossing License for the new Hormel forcemain.

WWTP INFLUENT PIPE AND STRUCTURES MODIFICATION

As part of the original scope, SEH worked with City Staff to evaluate and reconfigure the sanitary influent pipes and structures crossing the proposed floodwall which was included in construction plans. During the fall/winter of 2024, City staff requested additional changes to the configuration of the sanitary influent pipes and structures to better align with the ongoing WWTP upgrades project. Three alternatives were evaluated by SEH staff, which included alternate manhole structures, pipe slopes and bends, and flow/velocity analysis. The selected alternative required additional changes and updates to the plans.

CURED-IN-PLACE PIPE LINING (CIPP) AND TEMPORARY CONVEYANCE PROVISIONS

During project design reviews, the City requested that the 30" domestic sanitary influent pipe be CIPP lined as part of the levee project. SEH is requesting additional budget to prepare specifications for the CIPP lining of the 30" domestic sanitary influent pipe.

MUSSEL AND PLANT SURVEY

As part of the Minnesota Department of Natural Resources (MNDNR) Public Waters Work Permit review, it was determined that there is the potential for the presence of Threatened and Endangered Species (T&E) at the site, including rare plants and aquatic mussels. The MNDNR is requiring a rare plant survey and a mussel survey in the Cedar River. SEH will conduct the rare plant survey and report the results back to the MNDNR. SEH will retain a subconsultant to complete the mussel survey.

Upon completion of the original scope and the services described in Amendment 1, the following will be completed:

- Phase 1 Plans and Specifications
- Phase 1 Bid Documents
- Phase 1 Bidding Assistance up to Contract Award
- Phase 1 and Phase 2 Permitting
- Phase 2 Final Plans and Technical Specifications

Additional tasks needed for final completion of the entire flood protection project, but not included in this amendment are as follows:

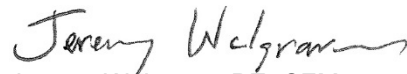
- Phase 1 Construction Services
- Phase 2 Bidding Documents and Bidding Assistance
- Phase 2 Construction Services
- Levee and Floodwall Accreditation / LOMR

Payment: The fee for the amended Design Services is hourly estimated to be \$159,500 including expenses, equipment, and subconsultant fees. The payment method, basis, frequency and other special conditions are set forth in the original Agreement for Professional Services dated January 21, 2020.

If you have any questions or would like to discuss the details of Amendment 1, please contact Jeremy Walgrave at 612-750-4574 or jwalgrave@sehinc.com.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Jeremy Walgrave, PE, CFM
Project Manager

Accepted this ____ day of _____, 2025

City of Austin

By: _____

Title: _____

c: Brad Woznak, Bob Cohrs, Wayne Wambold

Basic Component: Austin WWTP Flood Mitigation - Amendment 1													
Deliverables:													
Task	Project Manager	Sr. Water Resources Engineer	Water Resources Engineer	Sr. Struct Engineer	Structural Engineer	Civil Designer	Sr. Geotech. Engineer	Geotech Engineer	WW Engineer	Sr. Biologist / Scientist	Technician	Structural Technician	Admin. Assistant
A.1 Update and Finalize Project Plans, Specifications, Quantities, and Cost Estimate	36	20		8	8	20	8		8		30		6
B.1 Break the project into two plan sets	20	16		2	4	40	4	4	4		60	20	2
B.2 WWTP Effluent Structure Pumps	6	4				4					20	4	
C. Hormel forcemain realignment, gate valve(s) reconfiguration, MNDNR permitting	20		8	4	8	45	22		18	24	120		2
E. WW Influent Pipe/Structures Modification	10					16			40		40	8	
F. CIPP Line and Temp Conveyance Plan	10								40				
G. Mussel and Plant Survey for the DNR Permit	4									24			
Total hours	106	40	8	14	20	125	34	4	110	48	270	32	10
Project labor cost this phase		\$145,300											
Equipment charges													
Mileage		\$200											
Subconsultant (Mussel Survey)		\$14,000											
Total project cost this phase		\$159,500											
Unique components or assumptions:													

RESOLUTION NO.

**RESOLUTION APPROVING ADDENDUM NUMBER ONE
WITH SEH FOR THE DESIGN AND DEVELOPMENT OF THE
WASTE WATER TREATMENT PLANT LEVEE**

WHEREAS, the City of Austin, Minnesota has been working with SEH since 2020 for the construction of a new waste water treatment plant levee; and

WHEREAS, the following items have impacted the original budget:

- Project schedule delays
- Two contract sets and bidding services
- WWTP effluent structure pump replacement
- Hormel force main realignment, gate valve reconfiguration, permitting
- Influent pipe and structure modifications
- Cured-in-place pipe lining and temporary bypass pumping
- Mussel and Plant survey

WHEREAS, the in order to accommodate these scope changes to the original proposal, SEH has requested Addendum One to their original design contract in the amount of \$159,500; and

WHEREAS, said contract, among other things, requires that Addendums to the contract be approved by the City of Austin; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Austin, Minnesota approves Addendum One to the waste water treatment plant levee construction project.

BE IT FURTHER RESOLVED, that the Mayor and City Recorder are authorized to execute said Addendum.

Passed by a vote of yeas and nays this 18th day of February, 2025.

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 ^{TMD}
Director of Administrative Services

DATE: February 18, 2025

RE: 2025 Fireworks
U:\MISCELLANEOUS\Miscellaneous Word - 2025\Fireworks - 2025 contract.doc

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

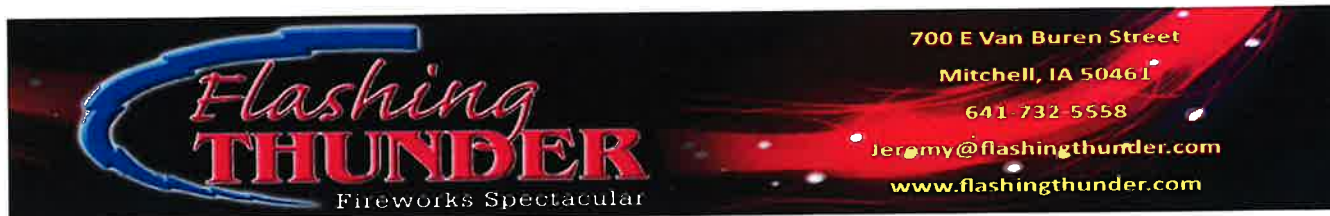
In an effort to keep the quality of the fireworks display, we had to increase the allocation in 2022, and now they are proposing an increase in the cost for a similar quality program for 2025 due to a cost increase for the shipping/supplies they purchase from China. Here is where we have been at, and are proposing for 2025:

- 2021 = \$30,000
- 2022 = \$33,000
- 2023 = \$33,000
- 2024 = \$35,000
- 2025 = \$36,000

The Hormel Foundation provides us with a Quality-of-Life grant in the amount of \$23,000, the Eagles Club donated \$3,000, and the City currently budgets \$10,000 ourselves for this family friendly event.

We would respectfully request Council approve the contract with Flashing Thunder Fireworks for \$36,000.

Please let me know if you have any questions!



FIREWORKS DISPLAY CONTRACT

This contract entered into this day of February 4th, 2025 by and between Flashing Thunder Fireworks of Mitchell, Iowa and
Customer: City of Austin

Town/City: Austin State: MN

Flashing Thunder Fireworks for and in consideration of the terms herein after mentioned, agrees to furnish to the CUSTOMER (1) one fireworks display(s) as per agreement made and accepted, including the services of our Operator to take charge of fireworks display under the supervision of the display company, said display to be given on the evening(s) of: July 4th, 2025. Rain date: , 2025.

1. **Weather:** It is understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. Customer shall remit to the first party an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of FLASHING THUNDER FIREWORKS. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, FLASHING THUNDER FIREWORKS shall be entitled to up to 40% of the contract price for cost, damages, and expenses. If the fireworks exhibition is canceled by the CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay to FLASHING THUNDER FIREWORKS, on demand, all FLASHING THUNDER FIREWORKS's out of pocket expenses incurred in preparation for the show including but not limited to: preparations, design cost, deposits, licenses and employee charges.
2. **FLASHING THUNDER FIREWORKS** agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties and will abide with all state and federal regulation pertaining to the storing and displaying of fireworks.
3. **Payment:** It is further agreed and understood that the CUSTOMER is to pay FLASHING THUNDER FIREWORKS the sum of \$ 36,000 (Thirty Six Thousand Dollars and 00/100s—) within 15 days after the display date. A service fee of 1.5% per month shall be added if account is not paid in full within the 15 days from the date of the show. All returned checks will be assessed a \$30.00 fee. CUSTOMER will be responsible for any permitting fees. If FLASHING THUNDER FIREWORKS is required to pay permit fees when filing permit applications, CUSTOMER understands that they will be billed for that amount.
4. **Insurance:** FLASHING THUNDER FIREWORKS shall be required to have a minimum of \$5,000,000 in commercial general Liability protecting it from claims for bodily injury and property damage caused by fireworks related incidents. By signing this contract Flashing Thunder will endorse the Customer as an additionally insured on it's commercial liability and excess liability policies
5. By Signing this agreement the CUSTOMER understands that City of Austin and their employees, officials, and agent are not covered under Flashing Thunder Fireworks general liability insurance when on the display site, and that any non FLASHING THUNDER FIREWORKS employees on the display site at any time are there at their own risk and will not hold FLAHSING THUNDER FIREWORKS responsible for accidents and injury accrued while on the display site.
6. **CUSTOMER Responsibilities:** Customer will provide the following items:
 - (a) Sufficient display site area, including a minimum spectator set back of 600 feet at all points from the discharge area.
 - (b) Protection of the display area by roping off or similar facility.
 - (c) Adequate police protection to prevent spectators from entering display area.
 - (d) Permit from Local Authority giving permission to Flashing Thunder Fireworks to display fireworks.

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

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

FLASHING THUNDER FIREWORKS

By: Katie Mostek

Title: V.P.

Sign: 

Date 2/4/25

CUSTOMER

By: _____

Title: _____

Sign: _____

Date _____

City of Austin
Craig Clark,
City Administrator



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

TO: Honorable Mayor and City Council Members

FROM: Craig D. Clark, Administrator

RE: Parking Lot Lease

As you know the City acquired the Austin Daily Herald (ADH) Building on May 1, 2024. Subsequently, I was contacted by representatives with Mower County with interest in advancing a lease with us for the parking lot which they previously leased from ADH for many years. At that time we approved a lease with Mower County at our May 20th Council meeting and they have requested a renewal of that lease with its expected expiration coming soon. To that end there is a proposed lease included as Exhibit 1 with amendment as Exhibit 2.

The agreement between the City of Austin and Mower County, Minnesota is for another one-year term starting the 1st day of May, 2025, to the 30th day of April, 2026. The subject area is the parking lot south of the building and covers only part of the parking lot as set forth in Exhibit B as Area A. Terms of the lease are as follows:

- Mower County is responsible for removal of snow on their parking lot as well as the sidewalks around all the property;
- Pay the City of Austin the annual amount of \$950.00
- Either party may provide notice in writing of at least 90 days during the next year;
- Mower County maintains responsibility for all liability related to that portion of the parking lot being leased;
- Restrictions of use are for parking for County Pool Fleet Vehicles, County Employees and Visitors;

- Changed subsequent terms to auto renew after the next year and move to a 30 day notice and
- Other items as listed

Please let me know if you have any questions.

Council action is requested to authorize the Mayor to sign and Recorder to attest the lease on behalf of the City of Austin.

PARKING LOT LEASE

First Amendment

STATE OF MINNESOTA)
) ss
COUNTY OF MOWER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Steven King, Mayor, and Tom Dankert, City Recorder, for the City of Austin, on behalf of the City.

SEAL

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF MOWER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Polly Glynn, the County Board Chair and Trish Harren Gjersvik, the County Administrator of Mower County, Minnesota, on behalf of the County.

SEAL

Denise M. Barthels, Notary
My Commission Expires 1/31/2030

PARKING LOT LEASE

This Parking Lot Lease, is made in duplicate this 14th day of May, 2024, by and between the City of Austin, hereinafter designated and referred to as "Lessor," and Mower County, Minnesota, hereinafter designated and referred to as "Tenant."

WITNESSETH: That said Lessor in consideration of the rents and covenants hereinafter mentioned, to be paid and performed by said Tenant, does hereby demise, lease and let unto the said Tenant, and the said Tenant does hereby hire and take from the said Lessor, a part of the following described premises situated in the City of Austin, County of Mower, State of Minnesota, as more particularly described on Exhibit A attached hereto. This property is commonly referred to as the parking lot adjacent to the Austin Daily Herald building. It is the intent that this lease covers only part of the parking lot as more particularly set forth on Exhibit B as Area A. It is intended that Tenant is leasing from Lessor only Area A as depicted on Exhibit B and that Lessor herein will continue to occupy Area B.

To HAVE AND TO HOLD the above premises just as they are, without any liability or obligation on the part of said Lessor of making any improvements or repairs of any kind on or about the parking lot and the driveways and aisles thereto, for the term of one (1) year from and after the 1st day of May, 2024, to the 30th day of April, 2025, both dates inclusive. Either party may provide notice in writing of at least 90 days of said party's intent to terminate this lease earlier and said termination shall be effective only on the first of the month. Tenant's lease of Area A is solely for the following purposes and for no other purposes, to-wit:

For parking for County Pool Fleet Vehicles, County Employees and Visitors as the case may be.

Tenant agrees to pay Lessor as rent for the above-mentioned parking lot premises in the annual amount of \$950.00, with the first half paid half on May 1st and the second half paid on November 1st of each year during the term of the lease. The first half payment under this lease is payable upon execution of this Lease. In the event of early termination, any rent paid in advance shall be returned on a pro-rated monthly basis (i.e., 1/6 of a half year payment for each month following the effective date of the termination.

Tenant shall be responsible for all snow removal from the entirety of the parking lot, both Area A and Area B as described on Exhibit B, and from all sidewalks and walkways located on the City's parcels (adjacent to the parking lot and adjacent to the former Austin Daily Herald Building). After November 1, 2024, Tenant is allowed to pile snow removed from Area A upon Area B.

Lessor will make every effort to advise its employees and visitors that the portion of the parking lot being leased to Tenant herein is to be occupied by Tenant's employees and visitors only.

Tenant shall be responsible for any and all liability and obligations related to that portion of the parking lot being leased to Tenant by Lessor and Tenant shall continue to maintain and repair that portion of the parking lot.

Each of the covenants, provisions, terms and agreements of this lease shall inure to the benefit of and shall be obligatory upon the respective heirs, executors, administrators, successors and assigns of Lessor and Tenant respectively.


The parties hereto agree that this lease may be amended and modified if agreed to by both Lessor and Tenant herein.

There are no understandings or agreements outside of this lease.

IN TESTIMONY WHEREOF, Lessor and Tenant have hereunto set their hands and seals the day and year first written.

Signed, sealed and delivered in presence of:

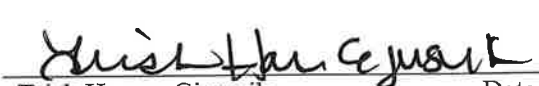
CITY OF AUSTIN, LESSOR


Steven King, Mayor Date 5-23-24


Tom Dankert, City Recorder Date 5/20/24

MOWER COUNTY, TENANT



John Mueller, Board Chair Date 5/14/24


Trish Harren Gjersvik Date
County Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF MOWER)

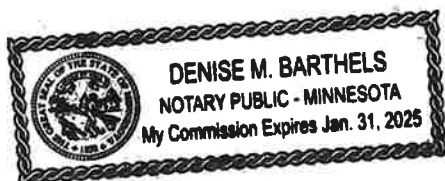
The foregoing instrument was acknowledged before me this 23 day of May, 2024 by Steven King, Mayor, and Tom Dankert, City Recorder, for the City of Austin, on behalf of the City.




Brienne Dawn Wolf
Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF MOWER)

The foregoing instrument was acknowledged before me this 14th day of May, 2024 by John Mueller, the County Board Chair and Trish Harren Gjersvik, the County Administrator of Mower County, Minnesota, on behalf of the County.





Denise M. Barthels, Notary
My Commission Expires 1/31/2025

EXHIBIT A

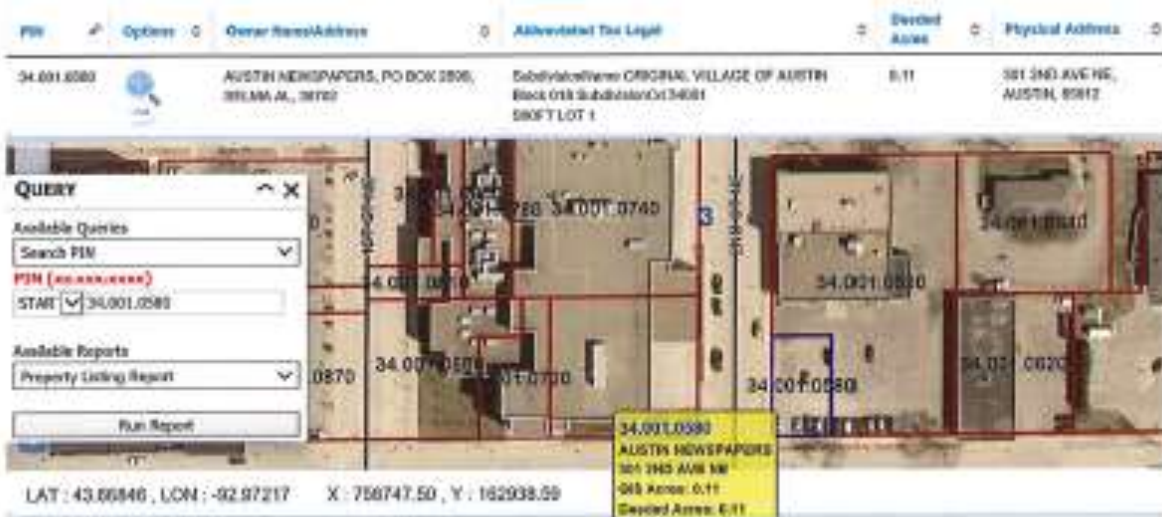


EXHIBIT B



RESOLUTION NO.

**Resolution Authorizing a Parking Lot Lease Agreement with
Mower County, Minnesota
for the Lots Located at 34.001.0580 & 34.001.0590**

WHEREAS, the City has negotiated a lease with Mower County, Minnesota, for the dates of May 1, 2025, to April 30, 2026, for the rental of the parking lots;

WHEREAS, the City would like to rent out the parking lots located at 34.001.0580 & 34.001.0590 to Mower County, Minnesota;

WHEREAS, the City has negotiated a lease with Mower County, Minnesota for the dates of May 1, 2025 to April 30, 2026 in the amount of \$950.00, for rental of the parking lots;

NOW, THEREFORE, BE IT RESOLVED that the Austin City Council approves the parking lot lease agreement with Mower County, Minnesota from May 1, 2025 to April 30, 2026.

Passed by a vote of yeas and nays this 18th day of February, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor



STATE OF MINNESOTA

JOINT POWERS AGREEMENT MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the "City of Austin on behalf of its Police Department at 201 1st St NE, Austin, MN 55912 ("Governmental Unit"). The BCA and Governmental Unit may be referred to jointly as "Parties".

Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in these activities. The Governmental Unit wants to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force and be provided reimbursement of the following: equipment, training, and expenses (including travel and overtime) as are incurred by law enforcement as a result of ongoing investigations.

Agreement

1. Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes, § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five years from the date it is effective unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to implement a three-pronged approach of prevention, education and enforcement to combat internet crimes against children. This Agreement provides the mechanism to reimburse the Governmental Unit for equipment, training and expenses (including travel and overtime), which are incurred by law enforcement as a result of these investigations.

3. Standards

The Governmental Unit will adhere to the ICAC Program standards identified below.

- 3.1** Investigate activities related to internet crimes and the exploitation of children through the use of computers.
- 3.2** Investigate organizations to disrupt and dismantle crimes committed against children.
- 3.3** Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.4** Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.5** Investigators will use, as appropriate, the most current investigative technologies and techniques.
- 3.6** Investigators must be licensed Minnesota peace officers.

- 3.7 Investigators will comply with the guidelines of the Department of Justice Internet Crimes Against Children Program Operational and Investigative Standards.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

- 4.1.1 Government Unit must submit Performance Measure data to the ICAC DataSystem (IDS) by the end of each month for the duration of this Agreement. The BCA must fulfil as a recipient of the Office of Juvenile Justice Delinquency Prevention (OJJDP) grant award for MN ICAC Task Force in partnering with law enforcement agencies. Failure to timely provide the OJJDP with Performance Measure data may jeopardize the BCA's future grant qualifications as well as result in the delinquent law enforcement agency's denial to participate in MN ICAC Task Force.
- 4.1.2 Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project Commander to assist in reimbursement deadlines.
- 4.1.3 Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement and an explanation of how it qualifies under the required criteria in Clauses 3.1 and 3.2 and an operational plan.
- 4.1.4 Conduct investigations in accordance with provisions of the ICAC Operational and Investigative Standards, identified in Clause 3.7 above, and conclude the investigations in a timely manner.
- 4.1.5 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the ICAC Program.
- 4.1.6 Not comingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

4.2 The BCA will:

- 4.2.1 Provide a Special Agent In Charge who will serve as the Commander of the Task Force.
- 4.2.2 Review and approve or decline reimbursement requests under clause 4.1.2 within seven (7) business days of the reimbursement request.

- 4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

5. Payment

- 5.1 To receive reimbursement for an expense, Governmental Unit must make a request for reimbursement to the BCA Authorized Representative under the required criteria for operational and investigative standards.
- 5.2 To receive approved reimbursement, Governmental Unit must submit an expense form no later than 15 business days after the end of the month during which the expense is incurred.
- 5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 5.4 In the event Governmental Unit breaches this Agreement, it will not be eligible to receive reimbursement for any expenses.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or her successor:

Name: Bobbi Jo Pazdernik, Commander of MN ICAC
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East Saint Paul, MN 55106
Telephone: 651-793-7000
E-mail Address: bobbijo.pazdernik@state.mn.us

The Governmental Unit's Authorized Representative is the following person or his/her successor:

Name: David McKichan, Chief of Police
Address: 201 1st Street NE
Austin, MN 55912
Telephone: (507) 440-6567
E-mail Address: davidm@co.mower.mn.us

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental

Unit must immediately notify the BCA's Authorized Representative above.

7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3 Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

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

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the BCA. The BCA will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Expiration and Termination

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** In the event that federal funding is no longer available, the BCA will email the Governmental Unit's Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to the Governmental Unit; and the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

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

Signed: _____

Date: _____

SWIFT PO Number: 3000085301

3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: _____
(with delegated authority)

Title: Deputy Superintendent, Investigations

Date: _____

2. GOVERNMENTAL UNIT
Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF AUSTIN ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)

WHEREAS, the City of Austin on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Austin on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Police Chief, David McKichan or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Stephen M. King, the Mayor for the City of Austin, and Tom Dankert, the City Recorder, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 18th day of February 2025.

YEAS

NAYS

CITY OF AUSTIN

By: Stephen M. King
Its Mayor

ATTEST: _____
By: Tom Dankert
Its City Recorder

RESOLUTION NO.

ACCEPTING DONATIONS TO THE CITY OF AUSTIN

WHEREAS, the City has received the following gifts:

<u>Gift</u>	<u>Donor</u>	<u>For</u>
\$ 50	Terry Dorsey	2025 Flowers
\$ 100	Ralph and Judy Pesonen	2025 Flowers

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 18th day of February, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor