

**A G E N D A**  
**CITY COUNCIL MEETING**  
**MONDAY, MARCH 3, 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 18, 2025

3. Recognitions and Awards:

Letter of Commendation for Officer Damien Schroeder

Retirement:

Herb Wehner from the Streets Department (09/06/2000-02/05/2025)

(mot) 4. \*Consent Agenda

Licenses:

Tree Service: Ted Janning Tree Service, Blooming Prairie, MN

Lodging Establishment: Lisa Casper, Austin, MN

Claims:

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

Events:

Cedar River Farmers Market – May 2, 2025 – October 31, 2025

2025 Independence Day Parade – July 4, 2025

Travis Manion Foundation 9/11 Heros Run – September 13, 2025

**BID OPENING AND AWARD:**

5. Receiving bids for asphalt emulsion

(res) a. Awarding bid

6. Receiving bids for bituminous material

(res) a. Awarding bid

**PUBLIC HEARINGS:**

7. Public hearing on street improvements on Oakland Avenue (1st Street NE to 12th Street NW) & 1st Avenue SW (South Main Street to 12th Street SW), Project 25103

(res) a. Resolution ordering improvement, approving plans and specifications and ordering advertisement for bids

8. Public hearing on street improvements on Nature Ridge Fourth Addition (14th Avenue NE, 18th Street NE & 19th Street NE), Project 25303
- (res) a. Resolution ordering improvement, approving plans and specifications and ordering advertisement for bids

**PETITIONS AND REQUESTS:**

- (res) 9. Setting public hearings for April 7, 2025 for street improvement project assessments
- (res) 10. Approving a request for City Hall flooring
- (res) 11. Approving a gambling premises permit for Austin Youth Hockey Association
- (res) 12. Approving an agreement for design services with WHKS for sanitary sewer lining project
- (res) 13. Accepting donations
14. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at the following locations:  
(mot) a. 2101 5th Avenue NE, Lawhead Property

**CITIZENS ADDRESSING THE COUNCIL**

**HONORARY COUNCIL MEMBER COMMENTS**

**REPORTS AND RECOMMENDATIONS:**

City Administrator  
City Council

- (mot) Adjourn to **Monday, March 17, 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 18, 2025  
5:30 PM  
Council Chambers

**MEMBERS PRESENT:** Mayor King, Council Members Paul Fischer, Laura Helle, Joyce Poshusta, Rebecca Waller and Council Member-at-Large Jeff Austin

**MEMBERS ABSENT:** Council Member Jason Baskin and Michael Postma

**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 Sehon, Library Director Julie Clinefelter, Assistant City Engineer Andrew Sorenson, Human Resources Director Trish Wiechmann and City Clerk Brianne Wolf

**APPEARING IN PERSON:** Austin Daily Herald

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

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

Moved by Council Member Fischer, seconded by Council Member Helle, approving Council minutes from February 3, 2025. Carried.

Mayor King recognized Dick Pacholl, former City Council member, as he recently passed away. Mayor King recognized him for his years of service to the City of Austin and on the City Council and stated that he will be missed.

**CONSENT AGENDA**

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

**Licenses:**

Temporary Liquor: LIFE Mower County on April 26, 2025  
Temporary Liquor: Chamber of Commerce on March 11, 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

Carried.

## PUBLIC HEARINGS

Assistant City Engineer Andrew Sorenson spoke about the 6th Street NE project. Mr. Sorenson stated this road is gravel and they will need to bring it up to City code. The cost of this project is estimated at \$160,000.

No comments from the public.

Moved by Council Member Helle, seconded by Council Member Waller, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 19106. Carried 5-0.

Assistant City Engineer Andrew Sorenson spoke about the 21st Avenue SW project. He stated this project would be a full reconstruction of the street, storm and sanitary sewer. The cost of this project is estimated at \$950,000.

No comments from the public.

Moved by Council Member Fischer, seconded by Council Member Poshusta, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 25102. Carried 5-0.

Assistant City Engineer Andrew Sorenson spoke about the 6th Avenue NE project. He stated this project would be a full reconstruction of the street, storm and sanitary sewer. The cost of this project is estimated at \$900,000.

Christine and Travis Kresbach 1902 6th Avenue NE, asked what their options were as far as the sidewalk was concerned. Ms. Kresbach stated having it installed takes away from the aesthetic of the neighborhood.

Mayor King asked if there were any other residents in attendance that wanted to speak on the matter of sidewalks in this neighborhood and there were not. Mayor King stated the City has a complete streets policy and having sidewalks to promote connectivity is part of this. There have been times when multiple neighbors have spoken up against it and Council has voted against putting them in.

Council Member Helle stated usually road construction projects only go into neighborhoods every fifty years so the City tries to do everything they need to do in that time such as adding sidewalks. Council Member Helle stated research shows that households are looking for connectivity. Future

residents are looking for places to move that have walking paths, biking trails and options besides just driving a car. Council Member Helle relayed for Austin to remain competitive, it benefits the City to have the most connected sidewalks, the most possible sidewalks and trails available. She stated it's good for the community to build sidewalks as she believes it helps to keep seniors in their homes longer and keeps babies in strollers safer.

Mr. Kresbach stated the road ends and it becomes a dead end and does not connect to anything. He also stated there are no sidewalks along 19<sup>th</sup> Street NE.

Council Member Helle stated we need to make decisions based on the good of the whole community and honor the policy.

Mr. Kresbach stated the policy only makes sense when it connects to something.

Mayor King stated although there are no sidewalks along that area, we need to start somewhere. As the street projects come up, we need to add sidewalks.

Council Member Fischer asked Public Work Director Steven Lang if there are sidewalks along 5<sup>th</sup> Avenue NE and 7<sup>th</sup> Avenue NE.

Mr. Lang stated there are sidewalks along these two roads.

Council Member Poshusta stated numbers speak volumes and there is only one household out of the twelve listed here that do not want the sidewalks on this project that are proposed to receive sidewalks. She would propose to move forward with this project as it is presented.

Moved by Council Member Poshusta, seconded by Council Member Helle, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 25106. Carried 5-0.

Assistant City Engineer Andrew Sorenson spoke about the 25th Street SW project.

Mr. Sorenson stated this project is a mill and overlay project. The cost of this project is \$200,000.

Ron Wiesler asked how long this project would take.

Mr. Sorenson relayed the project would take approximately six weeks.

Mr. Wiesler asked if the whole road would be shut down.

Mr. Sorenson relayed no, only when they would be paving would they not be able to drive on the road.

James Schulstad, 403 25<sup>th</sup> Street SW, had a question on when the project would start and how long it would take. He would also like to know where they would be able to park.

Mr. Sorenson stated it would start in June and run into July and would be about a six-week project. Residents would be able to park on the road part of the time and once the City is ready to pave, the City will notify residents.

Mayor King recommended signing up for the text messages to get alerts on the project.

Moved by Council Member Fischer, seconded by Council Member Helle, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 25107. Carried 5-0.

Planning and Zoning Director Holly Wallace spoke about the Nature Ridge Fourth plat. Ms. Wallace stated there are no specific concerns on this project. She stated in order to get approval, final approval had to be given by the City engineer and Austin Utilities to the development agreement. Ms. Wallace requested Council approval for this plat.

Moved by Council Member Poshusta, seconded by Council Member Waller, adopting a resolution approving the final plat for Nature Ridge Fourth Addition. Carried 5-0.

Public Works Director Steven Lang spoke about the development agreement for Nature Ridge Fourth Addition. Mr. Lang stated a development agreement was created to build all the public infrastructure for the thirty lots in this development. The agreement, includes developing sections of roadway on 18<sup>th</sup> Street NE, 14<sup>th</sup> Avenue NE and 19<sup>th</sup> Street NE.

Mr. Lang stated the roadways would be built to local roadway standards and include asphalt pavement, curb and gutter, aggregate based sidewalks and street lighting. He stated there is criteria involved for the underground infrastructure for sanitary sewer and storm sewer. Also, there are petitions in the development agreement for installation of water, gas and electric.

Moved by Council Member Fischer, seconded by Council Member Poshusta, adopting a resolution approving a development for Nature Ridge Fourth Addition. Carried 5-0.

Public Works Director Steven Lang spoke about the agreement of assessment and waiver of irregularity and appeal for Nature Ridge Fourth Addition. Mr. Lang stated this is the first developer to utilize the City as a funding source for a project and anytime the City gets involved as a funding source, they then need to run it through the assessment process. The City would build the project and assess 100% of the cost of the project back to these thirty developed lots.

Mr. Lang presented an agreement of assessment and waiver of irregularity and appeal to Council. He stated the document was developed by the City attorney's office. He stated this agreement waives some of the requirements that call for the developer to get sureties and financial backing for the project because the city will fund the project and then assess them to the adjacent lots.

Moved by Council Member Fisher, seconded by Council Member Waller, adopting a resolution approving an agreement of assessment and waiver of irregularity and appeal for Nature Ridge Fourth Addition. Carried 5-0.

## PETITIONS AND REQUESTS

Moved by Council Member-at-Large Austin, seconded by Council Member Helle, adopting a resolution setting the public hearings for the street improvement project assessments to March 17, 2025. Carried 5-0.

Public Works Director Steven Lang presented to Council a three-year agreement continuing a farm lease with Dave Morris. Mr. Lang stated they would continue at the same rate it has been of \$225 per acre and he would recommend approval of the proposed lease agreement.

Moved by Council Member Fischer, seconded by Council Member Poshusta, adopting a resolution approving an airport farm lease agreement with Dave Morse. Carried 5-0.

Public Works Director Steven Lang stated this is a matching grant to go along with a recently approved grant. This grant is part of a funding package that the City has in place for the T-Hangar project. It was a very extensive funding package that went out over a couple years with the City pre-spending some dollars, paying some dollars back to other communities, also getting future State and Federal grants. Mr. Lang would recommend approval of this grant.

Moved by Council Member Fischer, seconded by Council Member Helle, adopting a resolution approving an Airport T-Hangar grant from MNDOT. Carried 5-0.

Public Works Director Steven Lang stated the City has funds in place for construction of the WWTP levee project that was approved about fourteen months ago.

Public Works Director Steven Lang stated anytime the City is working on a project for over five years, plans change, ideas change and they think of new ideas to make the project better. Anytime the City has those changes, there is real cost associated with that, and the designer may need to redesign a portion of a project. This is what has happened in this case.

Mr. Lang stated there's been some redesigns and some costs have been associated with that. A new cost will occur for a mussel and plant survey. This is part of a Federal review. The City will have to review the waterway for a certain type of mussel and will also need to review the stream banks for certain types of plants to make sure that the City is not impacting them.

Mr. Lang recommends approval of this addendum in the amount of \$159,500 for SEH to complete the work and finalize the plans and specs for phase one of this project.

Moved by Council Member Fischer, seconded by Council Member Helle, adopting a resolution approving addendum #1 to the WWTP levee design. Carried 5-0.

Director of Administrative Services Tom Dankert requested Council approve the 2025 contract with Flashing Thunder Fireworks. Mr. Dankert stated they have performed the fireworks the last several years. There was a slight price increase for 2025. The total contract is \$36,000. The City budgets

\$10,000. The Hormel Foundation has given us \$23,000 and the Fraternal Order of the Eagles Club donated \$3,000. He requests Council approval to sign the agreement.

Moved by Council Member Helle, seconded by Council Member Fischer, adopting a resolution approving the 2025 fireworks contract. Carried.

City Administrator Craig Clark stated the City has a parking lot agreement with Mower County and they would like to continue this for another year. Mower County has asked that the contract be changed in that it automatically renews unless the other party gives a 30-day notice of termination. The amount of the agreement would remain the same at \$950 annually.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution approving a parking lot lease with Mower County. Carried 5-0.

Police Chief David McKichan stated this would be the second renewal with the Internet Crimes Against Children Taskforce. Currently, Detective Derek Ellis is the liaison for the department that works with the Minnesota BCA on these types of crimes. The Police Department has a good partnership with the MN BCA and they need to preserve that working relationship with them on these types of crimes. Chief McKichan requests approval of the joint powers agreement.

Moved by Council Member Poshusta, seconded by Council Member-at-Large Austin, adopting a resolution approving a joint power agreement for the Internet Crimes Against Children Taskforce. Carried 5-0.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution accepting donations. Carried 5-0.

#### HONORARY COUNCIL MEMBER COMMENTS

Honorary Council Member Cindy Stahl thanked Council for allowing her to be a part of the Honorary Council Member program.

#### REPORTS AND RECOMMENDATIONS

Council Member Fischer thanked Sergeant Mike Tischer for his years of service to the Police Department as he is retiring soon. He thanked Sergeant Tischer for keeping our community safe over the years. He also thanked all the City employees for what they do every day to make the City function.

Council Member Poshusta congratulated and thanked Sergeant Mike Tischer. She stated it has been a rough couple weeks for the Austin Police Department and the Austin Fire Department and she thanked them for all they do and for keeping the community safe.

Council Member Helle stated she doesn't know of a meeting that goes by that the City doesn't have some community partner that has contributed, usually with dollars, but in other ways as well. She stated, nationally, right now, she hears chatter about people who believe they live separately from

their communities. She thinks this is an illusion. She thinks in our community, we're all connected and we're all well served when we pool our resources into things like fire protection, law enforcement, parks, and libraries. She stated we know our neighbors; we know we're connected and she will keep talking about that and how it is to our benefit for as long as she has to.

Council Member-at-Large Austin stated there was a library board meeting last week. The board thanks Tom Dankert for coming and walking them through the budget. They appreciate his time. Council Member-at-Large Austin explained that the library has struggled with staff shortages lately due to illnesses and leaves. They are exploring new options with cross training and minimum staffing requirements to be able to re-open. He stated Library Legislative Day is coming up this Thursday, February 20<sup>th</sup> and Library Director Julie Clinefelter and Board Member Nitaya Jandragholica will be attending. He stated the use of the library's four study rooms and group room has increased from a high of 1204 uses in 2019 to 2015 uses in 2024. That is an increase of 67%.

Council Member-at-Large Austin relayed condolences for Dick Pacholl, former Council Member who recently passed away. He stated Dick was always passionate about serving his constituents and it was shown by the fact that he was reelected so many times. He stated Dick will be missed.

Mayor King stated Dick Pacholl had great passion for what he did. He will be forever remembered.

Library Director Julie Clinefelter shared information on the library. She stated they are seeing an increased use in their two small study rooms at the library. She wanted to reiterate what Council Member-at-Large Austin shared about these rooms and the increased use and how valuable they are to the community.

Ms. Clinefelter stated it is Library Legislative Week this week. The library directors got together to gather information on what federal funding looks like for the libraries and what happens if funding freezes. She stated the Austin Public Library is funded through federal funding and some people don't realize how that affects them. There is information on the library's website for people to view.

Moved by Council Member Fischer, seconded by Council Member-at-Large Austin, adjourning the meeting to March 3, 2025. Carried.

Adjourned: 6:29 p.m.

Approved: March 3, 2025

Mayor: \_\_\_\_\_

City Recorder: \_\_\_\_\_

# AUSTIN POLICE DEPARTMENT

## LAW ENFORCEMENT CENTER

201 1<sup>ST</sup> STREET NE STE 2 AUSTIN MN 55912 (507) 437-9400 FAX: (507) 437-9546



March 3<sup>rd</sup>, 2025.

Officer Damien Schroeder,

On 2-4-25 you were dispatched to a house fire in the 1300 block of 10<sup>th</sup> St. SW. This structure is a duplex. Upon your arrival, one side of the duplex was fully engulfed with flames showing from the windows and door. Your squad video captured much of what was occurring. (ICR 202510001456).

An older man was laying at the base of the home, just under the burning windows. Without hesitation, you ran up and assisted the gentleman. He was not able to move on his own, having fractured his leg jumping out of the second story window to escape the fire. You drug him to safety across the street. While there was a subject near you, they did not attempt to help the man and later we would learn they were the suspect in starting the fire.

The area that you had removed him from immediately began to be hit with falling and flaming debris as the intensity of the fire increased. This would have landed on him, if you had not moved him. In addition, the grass in the area also began to burn from the debris and with-in just a minute or so, was scorched all around the area he had been in. I have not doubt that had you not acted when you did, the man would have likely been severely burned, if not killed.

Having ensured the man was safe from the burning area, you then went to alert the occupants of the other side of the duplex. You aided in getting them all out, including carrying a small child to safety. You then returned to check on the injured man. Having been listening on the radio during this event, I could tell how intense it was. Your radio traffic in alerting responding police and fire units to what was occurring was excellent.

You are hereby commended for your action during this call.

Respectfully,

Chief David McKichan  
Austin Police Department

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](mailto:slang@ci.austin.mn.us)

## Memorandum

**To:** Mayor & Council  
**From:** Steven Lang, PE  
**Date:** February 25, 2025  
**Subject:** Bids – Asphalt Emulsion

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The City of Austin received bids for asphalt emulsion on February 25, 2025. This material is used as part of our chip sealing roadway maintenance program. The bid includes approximately 135 tons of asphalt emulsion oil that's used with rock chips to create a new wearing surface on asphalt pavement. The bids are summarized below.

Contractor	Total Bid Amount
Henry G. Meigs	\$83,678.40
Budget	\$100,000

We would recommend awarding the project to Henry G. Meigs. If you have any questions, please contact me.

### Historical Bid Prices

2025	<b>\$83,678.40</b>
2024	\$54,900.00
2023	\$54,450.00
2022	\$100,847.25
2021	\$90,819.75
2016	\$72,227.75
2015	\$103,241.25
2013	\$139,578.60

**RESOLUTION NO.**

**AWARDING BID**

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

2025 seasonal supply of asphalt emulsion

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

<u>Contractor</u>	<u>Bid</u>
Henry G. Meigs	\$83,678.40

**AND, WHEREAS**, it appears Henry G. Meigs is the lowest responsible bidder.

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

2025 seasonal supply of asphalt emulsion

Passed by a vote of yeas and nays this 3rd day of March, 2025.

Yea  
Nays

ATTEST:

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City Recorder

APPROVED:

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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](mailto:slang@ci.austin.mn.us)**

## Memorandum

**To:** Mayor and City Council  
**From:** Steven Lang, PE  
**Subject:** Bituminous Material Bids  
**Date:** February 25, 2025

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We have received bids for our seasonal supplies of asphalt for 2025. The bids are summarized below based on the base bid that was submitted to supply 4,500 tons of bituminous material, plus the cost associated with hauling the materials.

For determining the cost of hauling, a rate of \$.40/ton/mile, based on one direction, was specified in the specifications to be used to determine hauling costs. The mileage is the distance to the asphalt plant from the intersection of Oakland Avenue and Main Street in Austin.

Bidder	Base Bid	Mileage	Total
Ulland Bros Inc	\$298,980	\$36,000	\$334,980
Rochester Sand & Gravel	\$302,625	\$50,400	\$353,025

These costs come out of our Streets and Highways road materials budget. We would recommend awarding this bid to Ulland Bros. Inc.

If you have any questions, please let me know.

**Historical Bid Prices**

2025	\$298,980	\$66.44/ton
2024	\$286,785	\$63.73/ton
2023	\$290,250	\$64.50/ton
2022	\$274,500	\$55/ton
2021	\$229,500	\$51/ton
2020	\$234,000	\$52/ton
2019	\$241,875	\$53.75/ton
2018	\$211,500	\$47/ton

**Ulland Bros.**  
 79223 -170<sup>th</sup> Street  
 Albert Lea, MN  
 20.0 miles

**Rochester Sand & Gravel**  
 2627 County Road 6  
 Stewartville, MN  
 28.0 miles

## **RESOLUTION NO.**

### **AWARDING BID**

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

2025 seasonal supply of bituminous material

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

Contractor	Base Bid	Mileage	Total
Ulland Bros. Inc.	\$298,980	\$36,000	\$334,980
Rochester Sand & Gravel	\$302,325	\$50,400	\$353,025

**AND, WHEREAS**, it appears Ulland Bros. Inc. is the lowest responsible bidder.

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

2025 seasonal supply of bituminous material

Passed by a vote of yeas and nays this 3rd day of March, 2025.

Yea

Nay

ATTEST:

APPROVED:

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City Recorder

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Mayor

# Oakland Avenue and 1st Avenue SW Street & Utility Reconstruction

Public Hearing on Improvements

Date: March 3<sup>rd</sup>, 2025 at 5:30pm

City Hall, Council Chambers

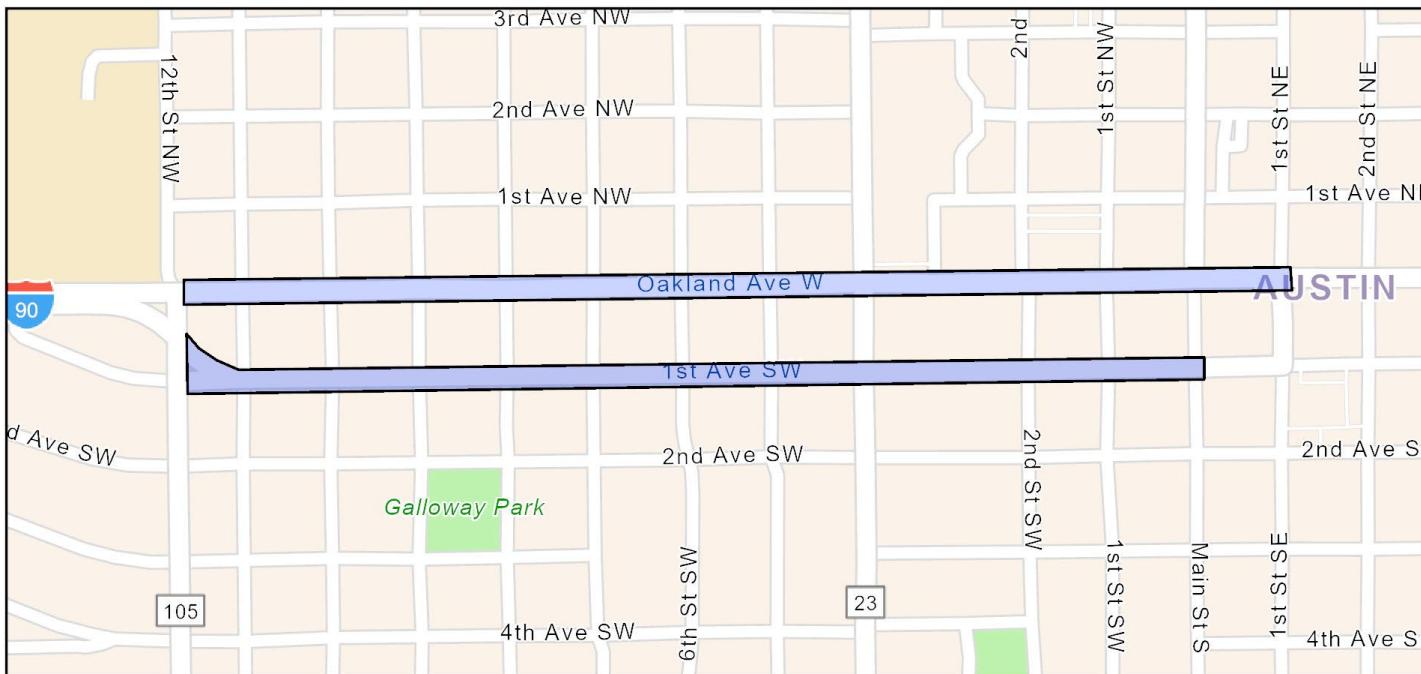
City Engineer Steven Lang, P.E.

**whks**

engineers + planners + land surveyors

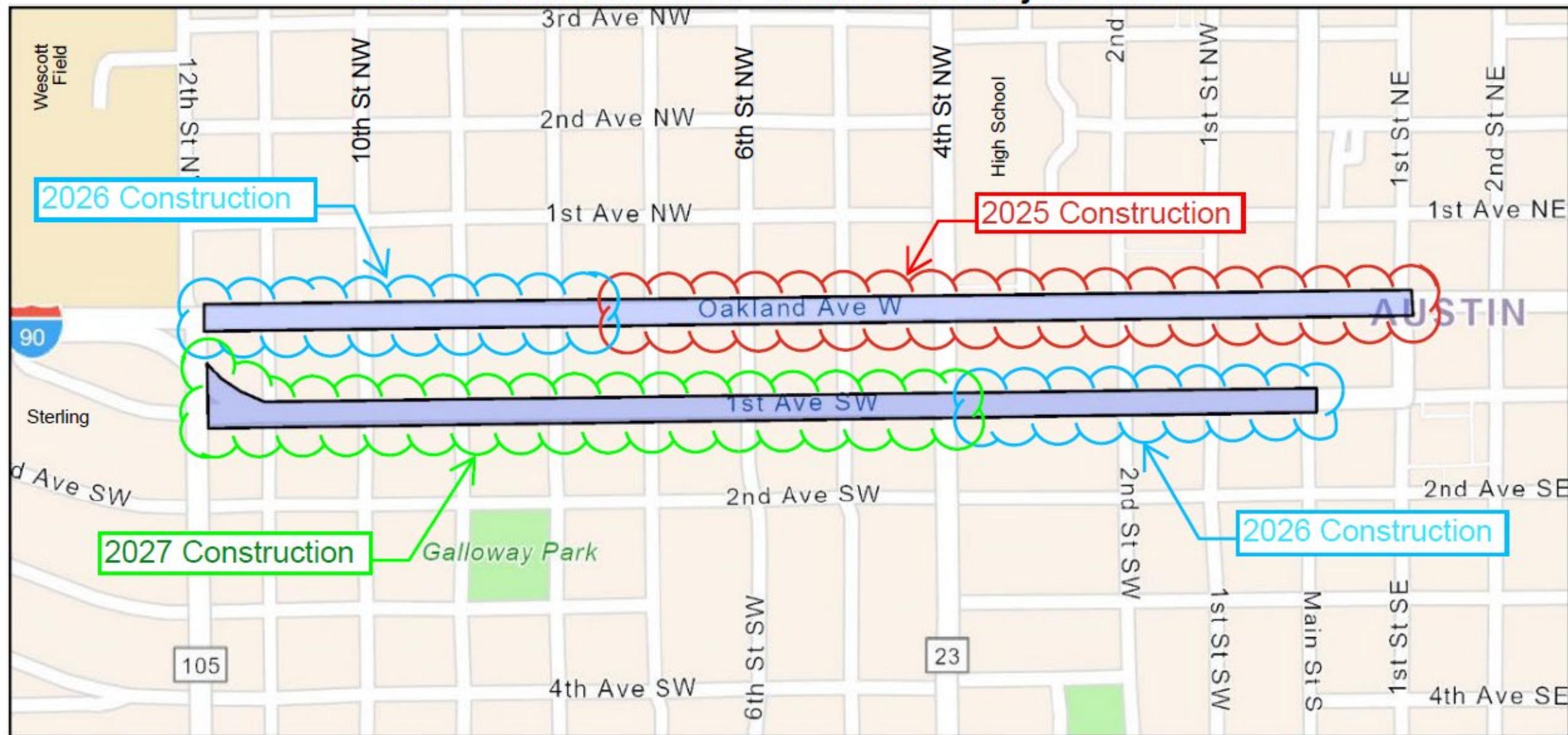


# Project Extents



- Oakland Avenue - 1<sup>st</sup> Street NE to 12<sup>th</sup> Street NW
  - Constructed 1979 (46 yrs), Maintenance Project in 2002
- 1<sup>st</sup> Avenue SW - South Main Street to 12<sup>th</sup> Street SW
  - Constructed 1953 (73 yrs), Maintenance Project in 2005

## **Oakland Avenue and 1<sup>st</sup> Avenue SW Project Limits**



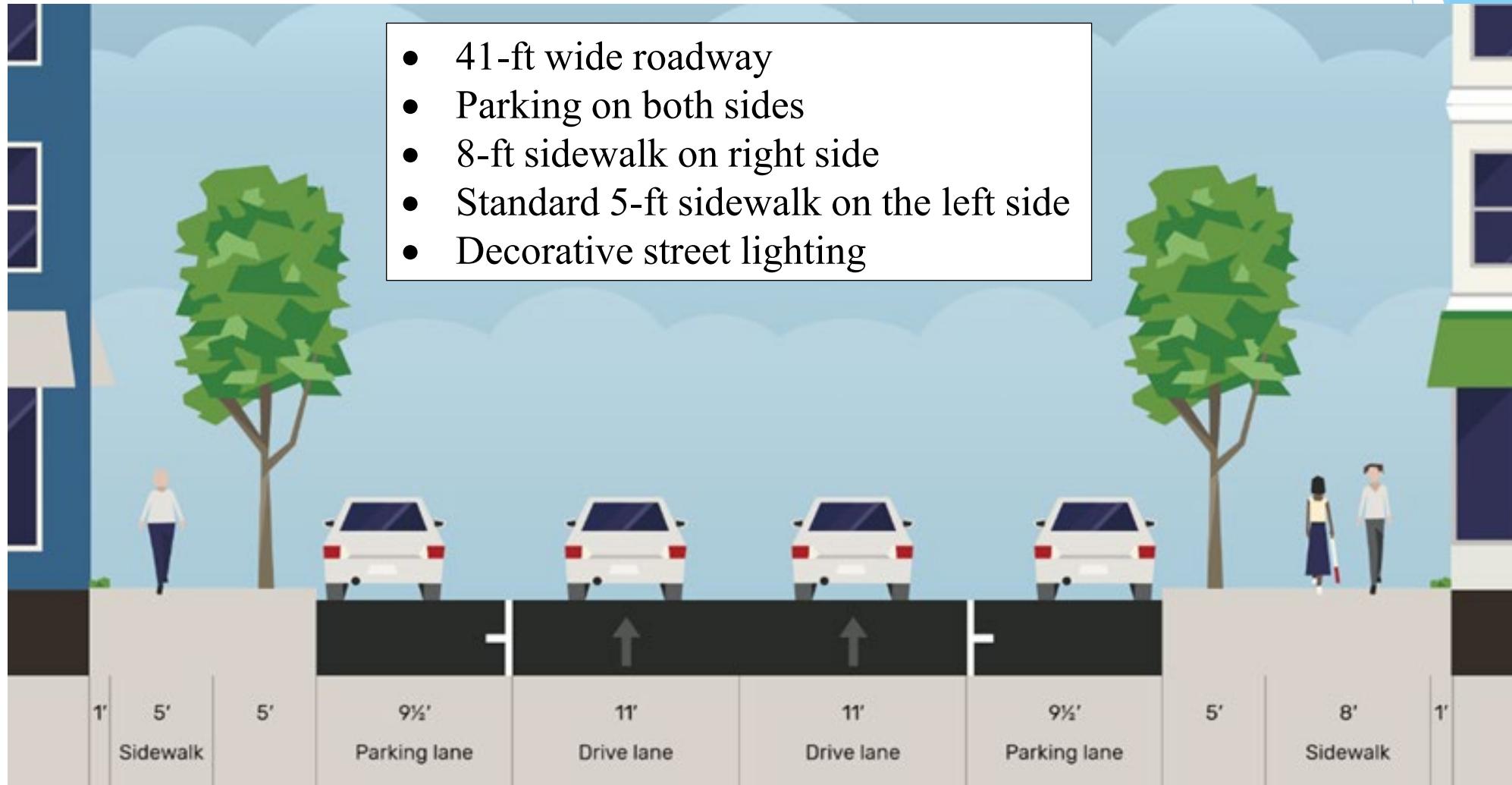
# Project Scope:

- ▶ 3-Year reconstruction project, 2025, 2026, and 2027
- ▶ Complete reconstruction of the roadway and underground utilities
- ▶ 8" concrete pavement with curb, aggregate base and sub-base materials
- ▶ Concrete sidewalks and driveways
- ▶ Signal light modifications, decorative street lighting and RRFB ped crossings
- ▶ Boulevards and bump-outs include: sod/grass, trees, landscaping, benches
- ▶ Underground utility replacement including:
  - ▶ Storm sewer main, manholes, catch basins and drainage tile
  - ▶ Sanitary sewer main, manholes and services
  - ▶ Austin Utilities: watermain, water services, gas main and electrical
  - ▶ Telcom Utility Relocations: Charter, Lumen, MetroNet & Arvig

# Design Modifications for the Project:

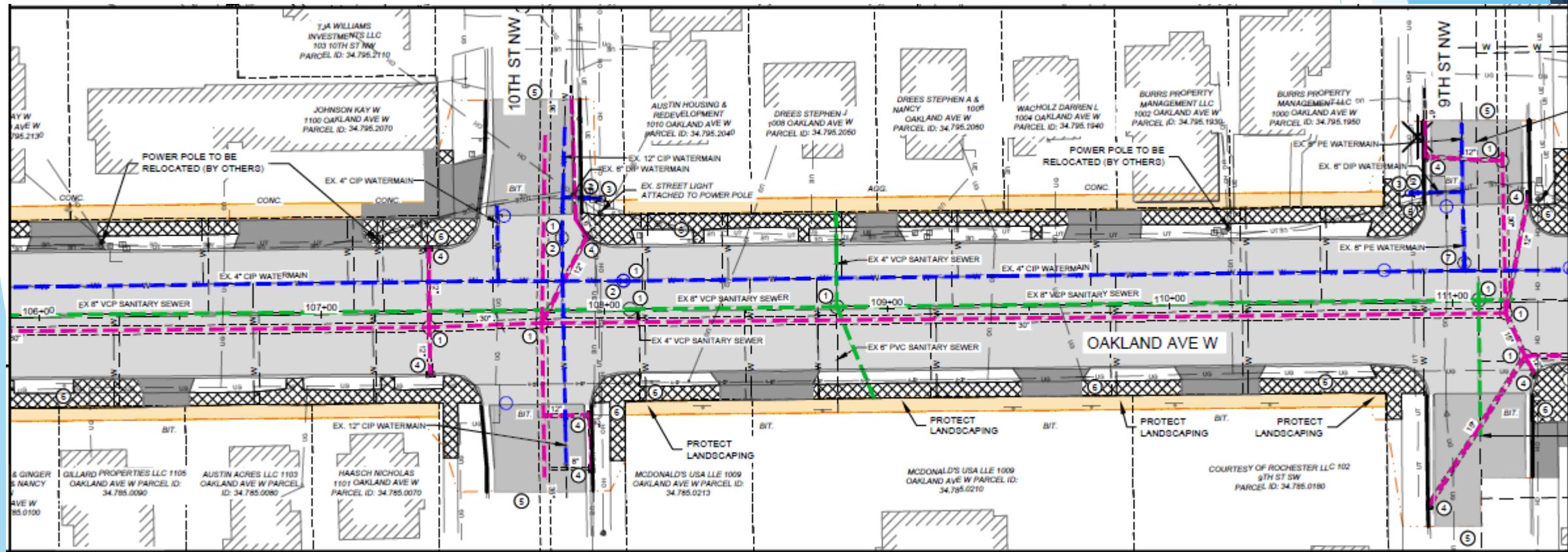
- ▶ 8-ft Sidewalk on North side of Oakland Avenue and South side of 1<sup>st</sup> Avenue SW
- ▶ Two-Way to One-Way conversion on Oakland Avenue from Main St and 1<sup>st</sup> St NE
- ▶ Island Modifications at Oakland Ave East and 1<sup>st</sup> Street SE
- ▶ Signal Light removal on Oakland Ave at 1<sup>st</sup> Street NE and 1<sup>st</sup> Street NW
- ▶ Island Modifications on 1<sup>st</sup> Avenue SW at 12th Street SW
- ▶ Bumpouts
  - Oakland Avenue at Main Street, 4<sup>th</sup> Street and 8<sup>th</sup> Street
  - 1<sup>st</sup> Avenue SW at South Main Street, 4<sup>th</sup> Street SW and 8<sup>th</sup> Street SW
- ▶ Driveway Modifications where possible
- ▶ Landscaping

# Roadway Design with 8-ft Sidewalk



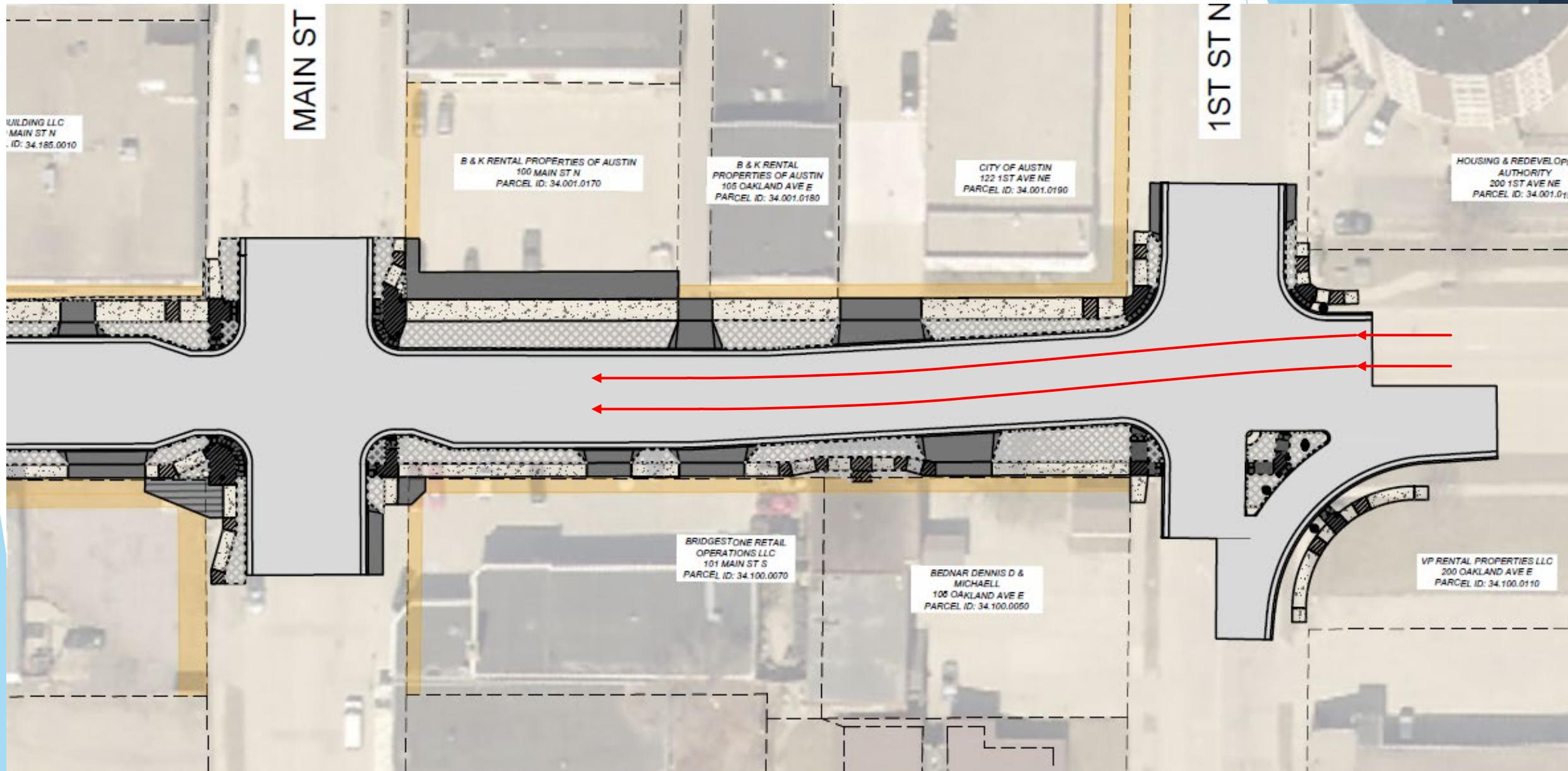
# Project Design:

- ▶ Watermain, Sanitary Sewer, Storm Sewer and Drainage Tile
- ▶ Concrete Pavement, Driveways and Sidewalks
- ▶ Landscaping and Turf Restoration
- ▶ Pavement Striping and Signage



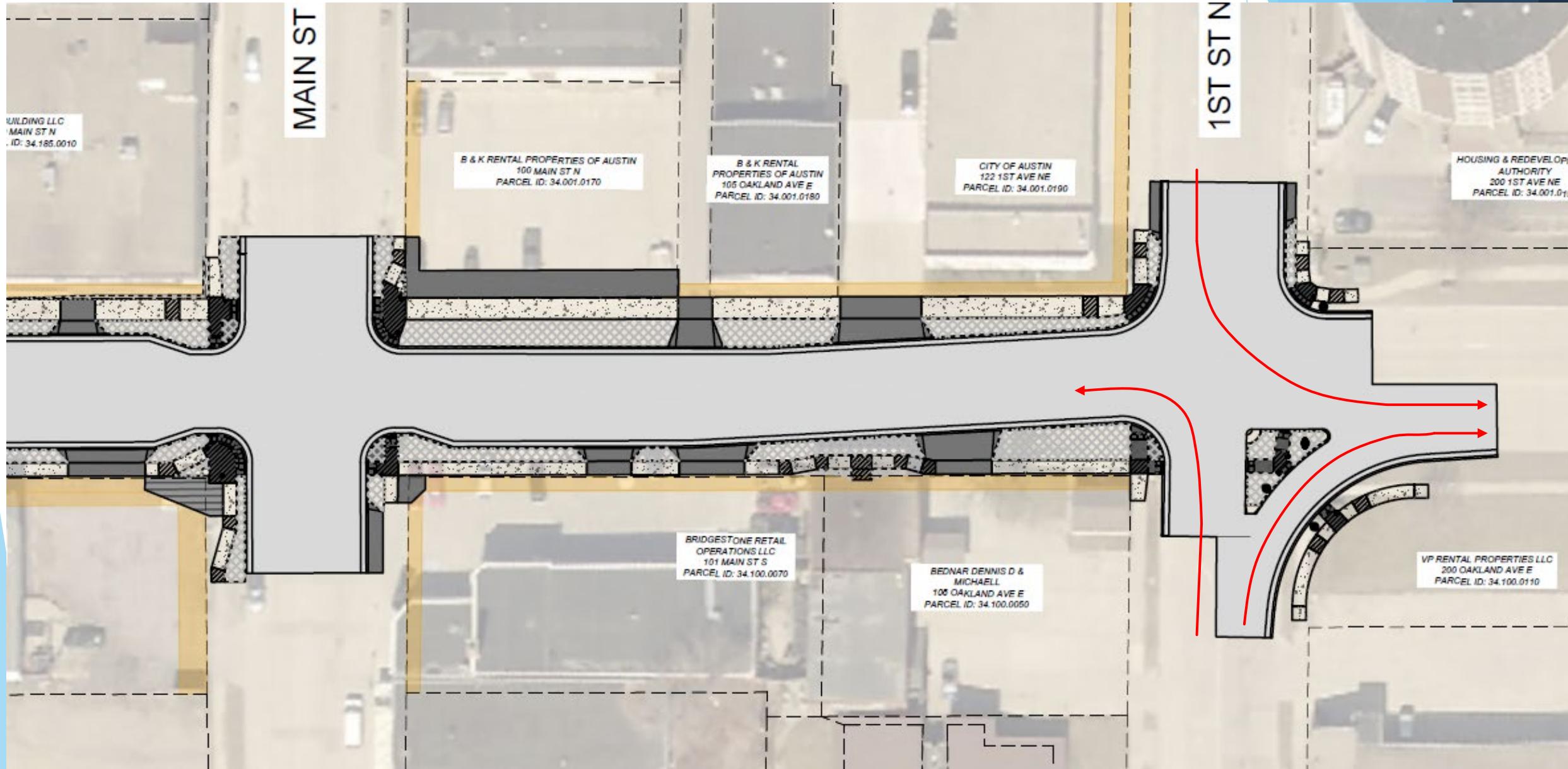
# Oakland Ave E from 1<sup>st</sup> Street NE to Main Street

## ► One-way Conversion and Free-right Island Modifications



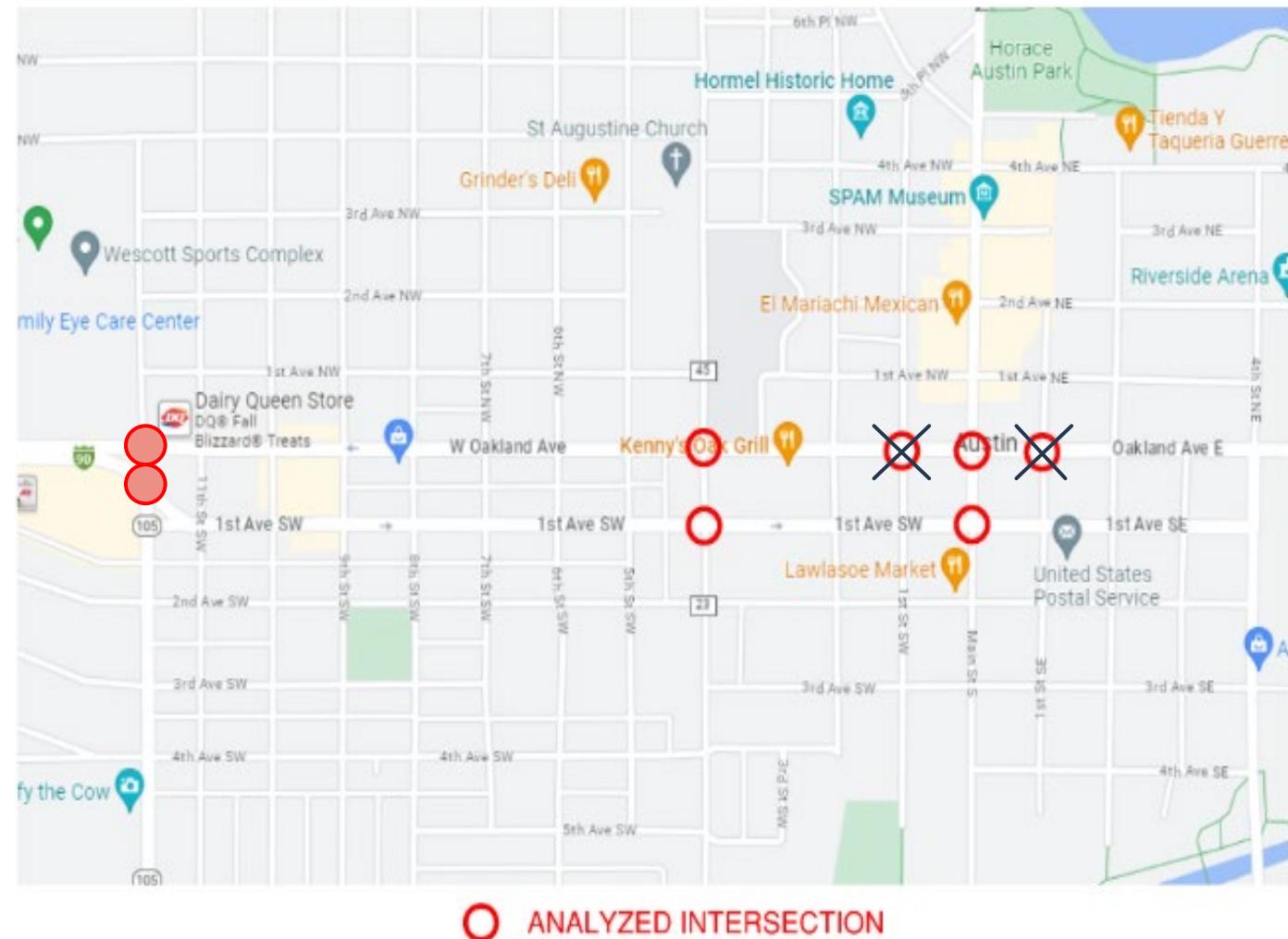
# Oakland Ave E from 1<sup>st</sup> Street NE to Main Street

► One-way Conversion and Free-right



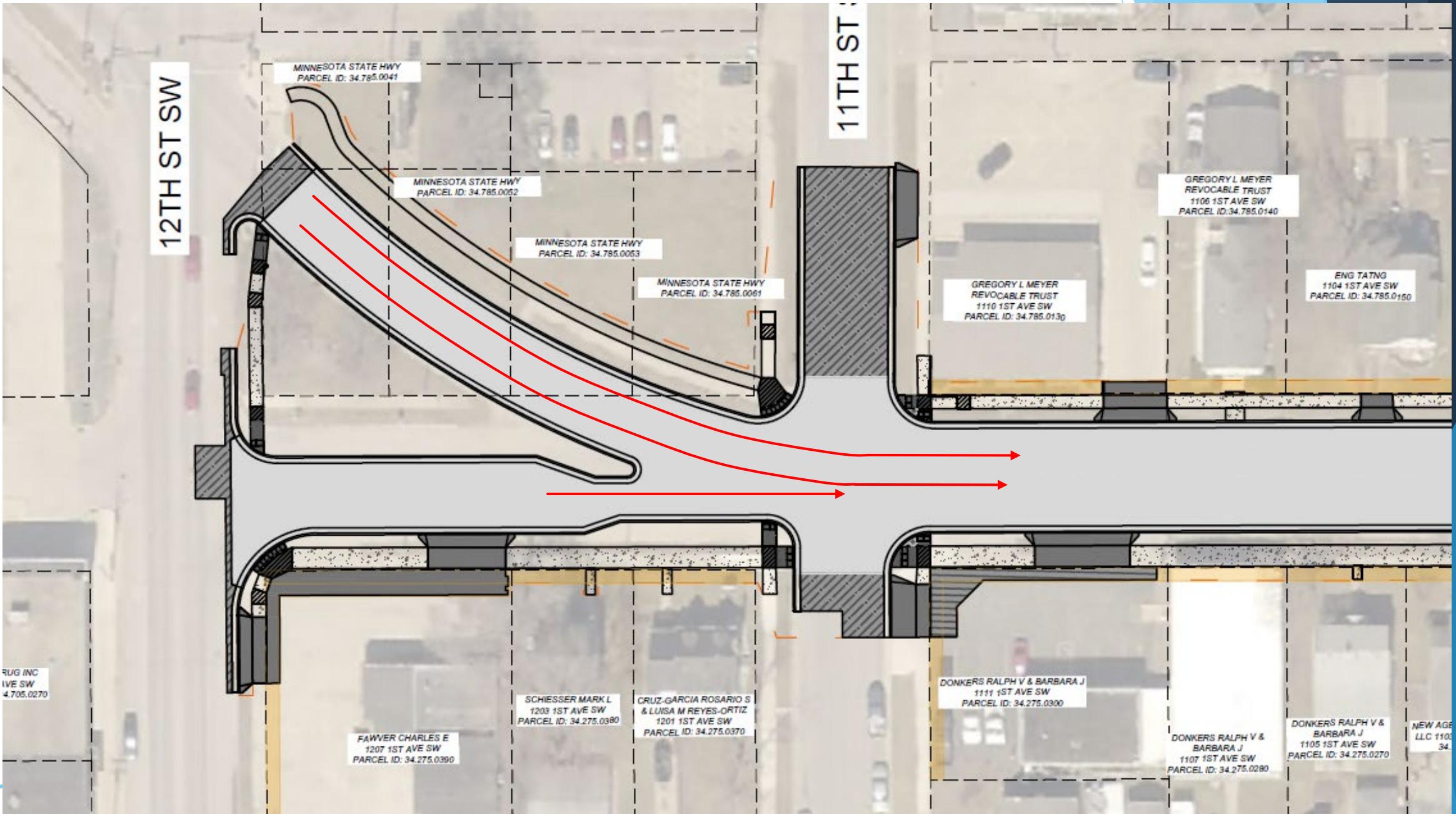
# Signalized Intersections

- ▶ Oakland Ave W and 12<sup>th</sup> Street NW
- ▶ Oakland Ave W and 4<sup>th</sup> Street NW
- ▶ ~~Oakland Ave W and 1<sup>st</sup> Street NW~~
- ▶ Oakland Ave W and Main Street
- ▶ ~~Oakland Ave E and 1<sup>st</sup> Street NE~~
- ▶ 1<sup>st</sup> Ave SW and 4<sup>th</sup> Street
- ▶ 1<sup>st</sup> Ave SW and South Main Street
- ▶ 1<sup>st</sup> Ave SW and 12<sup>th</sup> Street SW



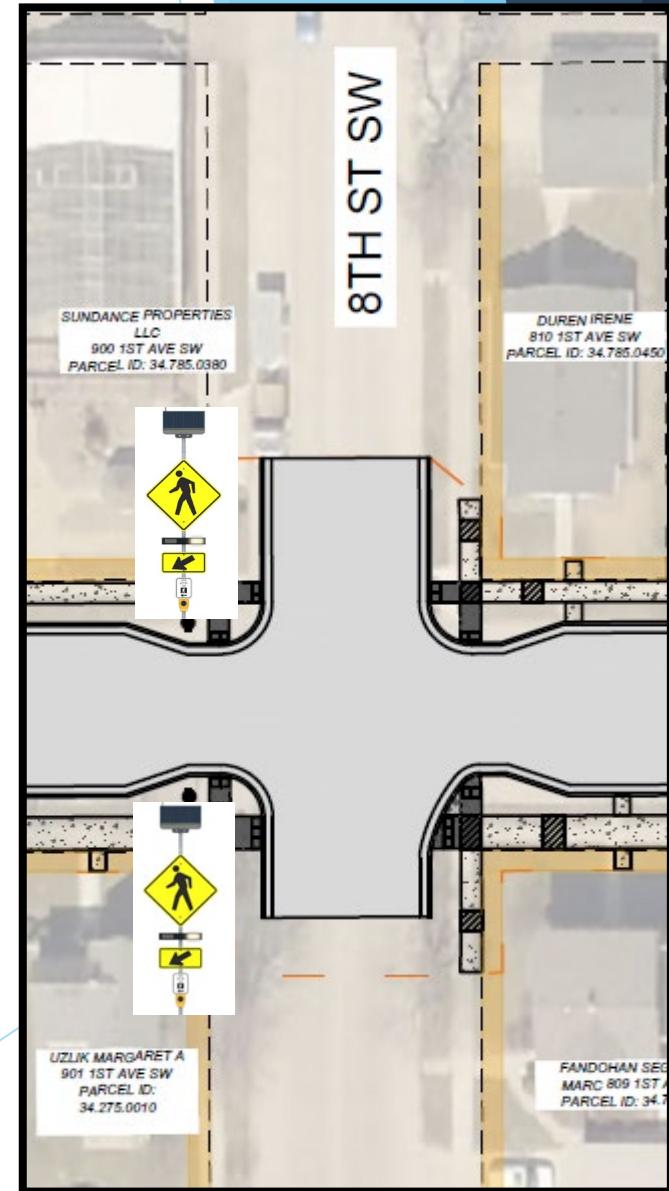
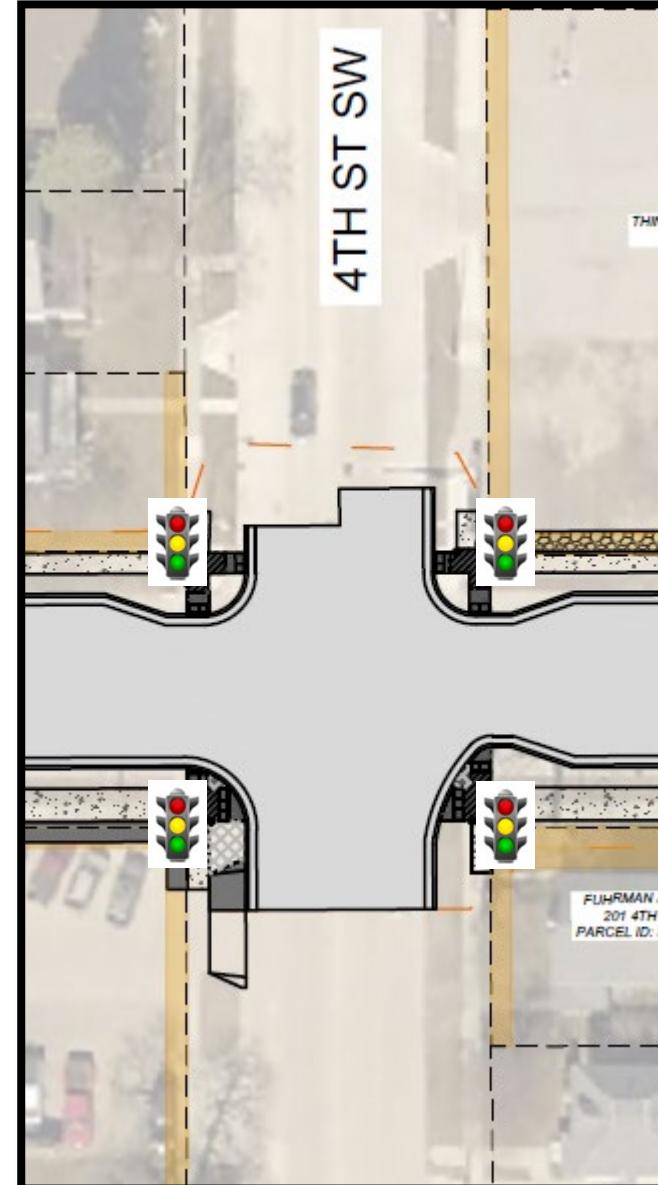
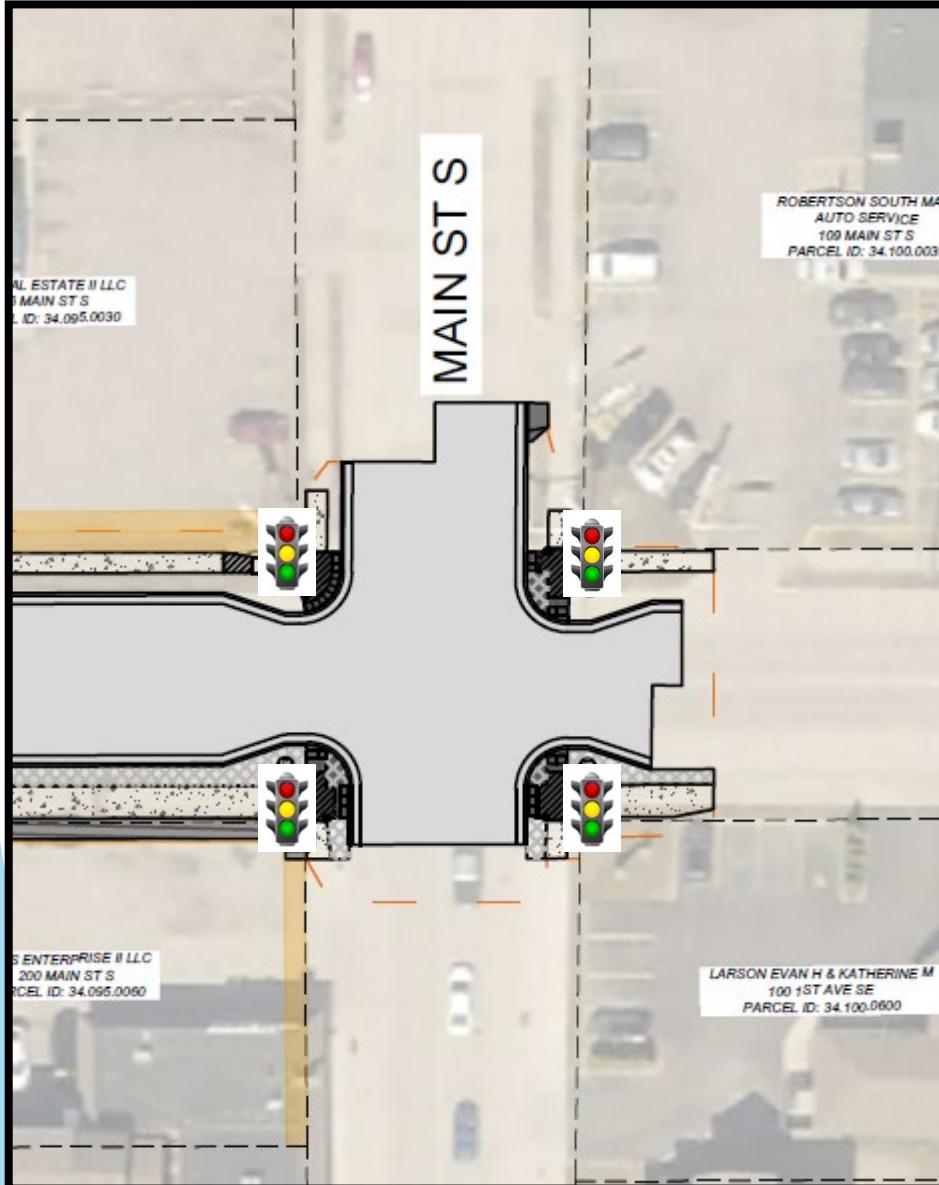
○ ANALYZED INTERSECTION

# 1st Avenue SW at 12th Street SW



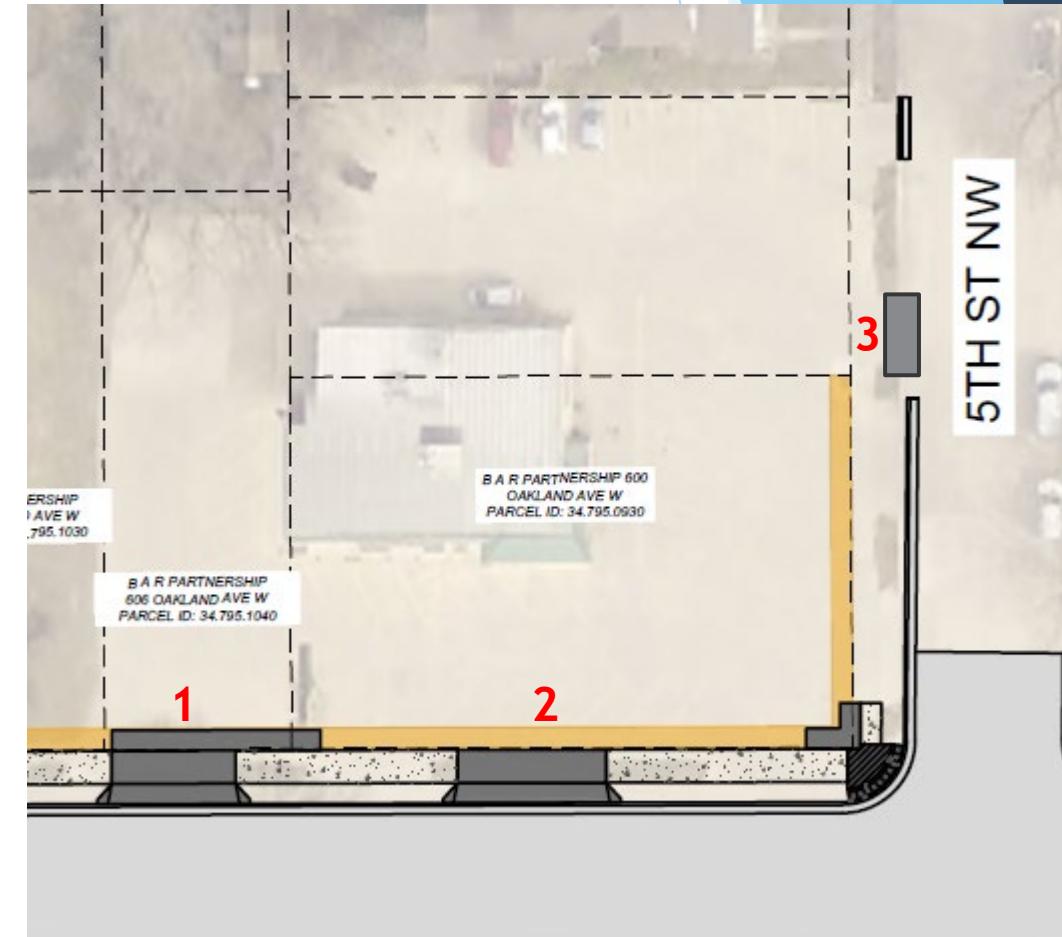
# Bumpout Pedestrian Crossings

- Main St and 4<sup>th</sup> St signals, and 8<sup>th</sup> St ped. flasher



# Driveway Modifications

- ▶ Working with property owners to optimize driveway numbers and location.

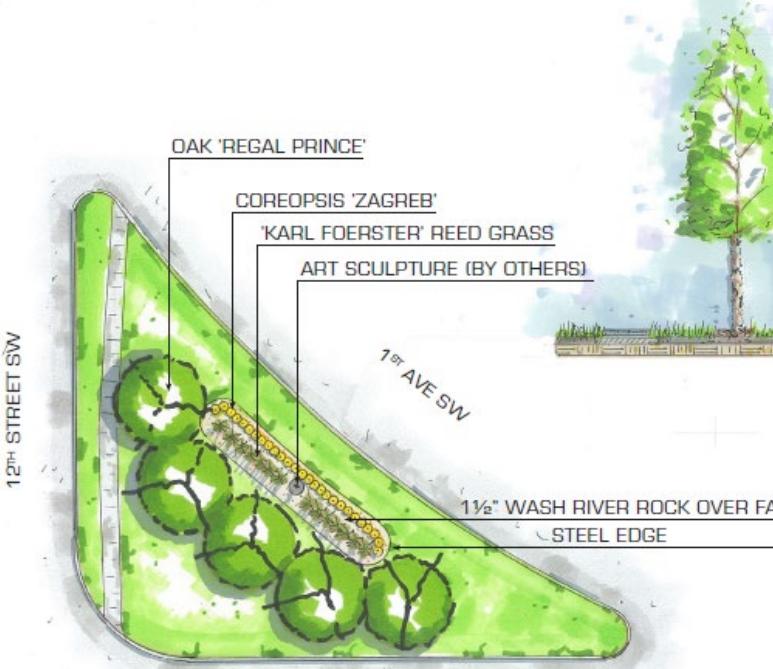
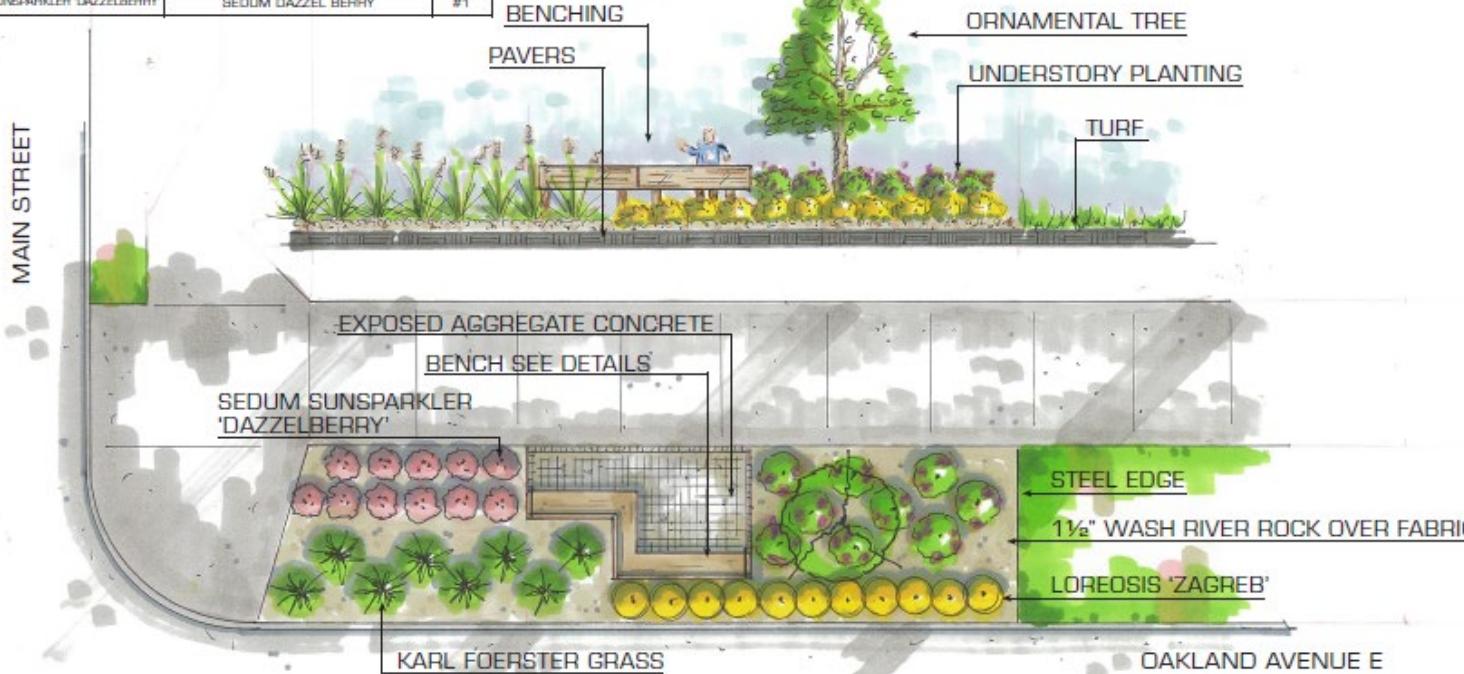


# Landscaping

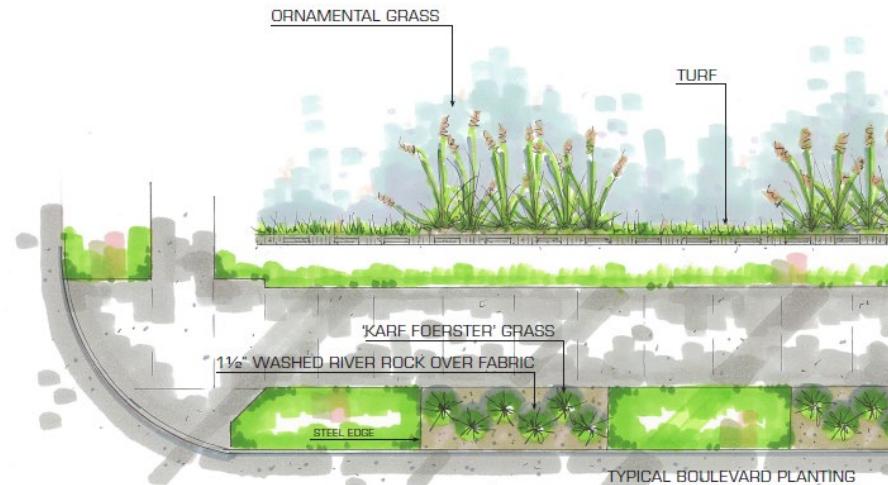
- Oakland Avenue @ Main Street
- 1<sup>st</sup> Avenue SW @ 12<sup>th</sup> Street
- Bumpouts
- Boulevards

## PLANT SCHEDULE

COMMON NAME	BOTANICAL NAME	SIZE
SEDUM AUTUMN JOY	SEDUM SPECTABILIS 'AUTUMN JOY'	#1
COREOPSIS ZAGREB	COREOPSIS 'ZAGREB'	#1
GLADIATOR CRAB	MALUS X AOSTINGENS 'DURLEO'	#16 1½"
KARL FOERSTER GRASS	CALAMAGROSTIS ACUTIFLORA 'K.F.'	#1
SEDUM SUNSPARKLER 'DAZZELBERRY'	SEDUM DAZZEL BERRY	#1



SECTION VIEW

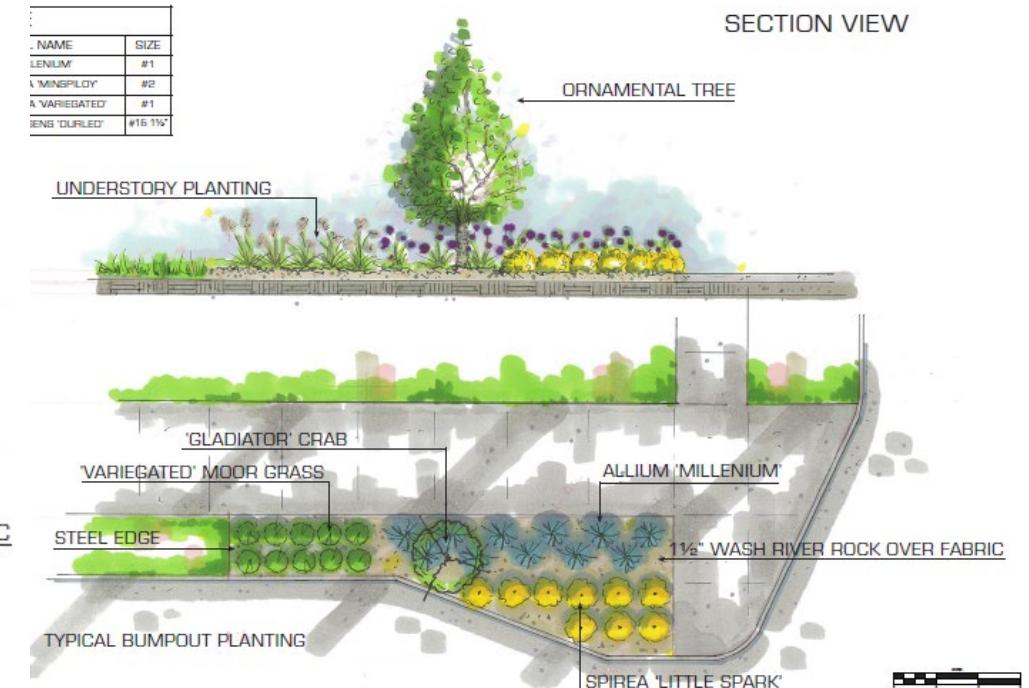


NAME: CITY OF AUSTIN  
ADDRESS: 500 4TH AVENUE NE  
CITY: AUSTIN, MINNESOTA  
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904 1st Ave SW • Austin, MN  
(507) 433-2823  
bergsnursery@smig.net  
bergsnursery.com

SECTION VIEW



# Project Funding:

► Estimated Project Cost	\$15.60 million
➤ State & Federal Grants	\$ 7.68 million
➤ Municipal State Aid	\$ 5.95 million
➤ Sanitary Sewer Fund	\$ 0.96 million
➤ Assessments	<u>\$ 1.01 million</u>
➤ Total Funds	\$15.60 million



# Project Assessments:

- ▶ Property Owners will be assessed based on the City's assessment policy
  - ▶ 2025 Residential assessment rate: \$68.82 per foot of frontage
  - ▶ 2025 Commercial assessment rate: \$98.28 per foot of frontage
  - ▶ Sidewalk assessment rate: No assessment for new sidewalk
- ▶ All properties will be assessed based on the 2025 assessment rate
- ▶ Properties will be assessed during the year in which their roadway is reconstructed
  - ▶ A bill for your assessment will be sent in August of your construction year.

The payment due date is October 31<sup>st</sup> of that construction year.

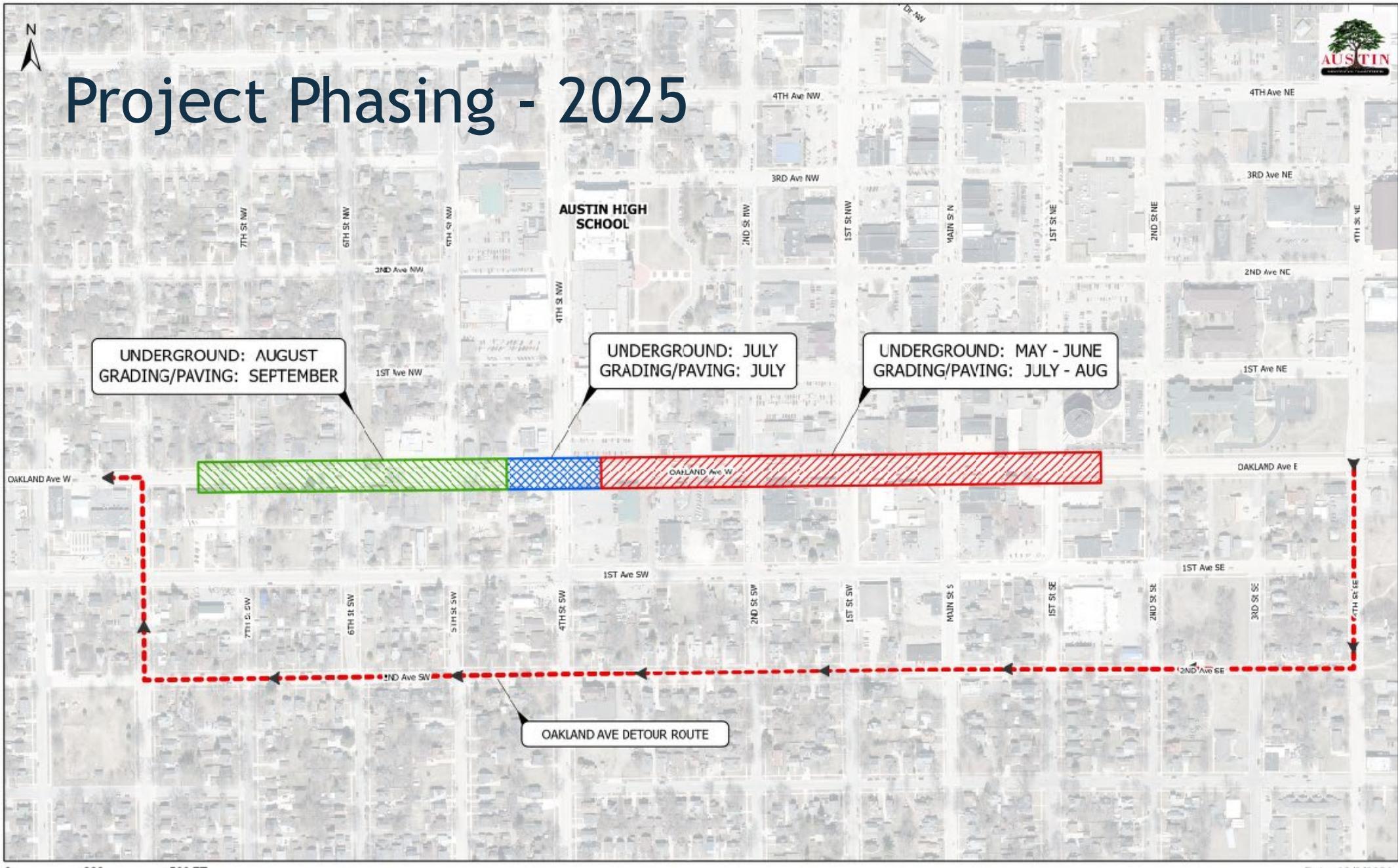
1. Pay the full amount prior to October 31<sup>st</sup>, without interest
2. Pay at least 50% of the amount prior to October 31<sup>st</sup>, the remainder would be added to your property taxes spread out over 15-years with 5.75% interest rate.
3. Make no payment prior to October 31<sup>st</sup>, the entire amount would be added to your property taxes spread out over 15-years with 5.75% interest rate.
4. If an individual meets certain age and income guidelines, the assessment could be deferred with interest until the property is sold.



# Project Phasing - 2025



Path S/PROJECTS/2025 Projects/Projects/Streets/2025-02-Oakland Ave W & 1st Ave SW ONE MAN/SDS/ProjectName.sdw



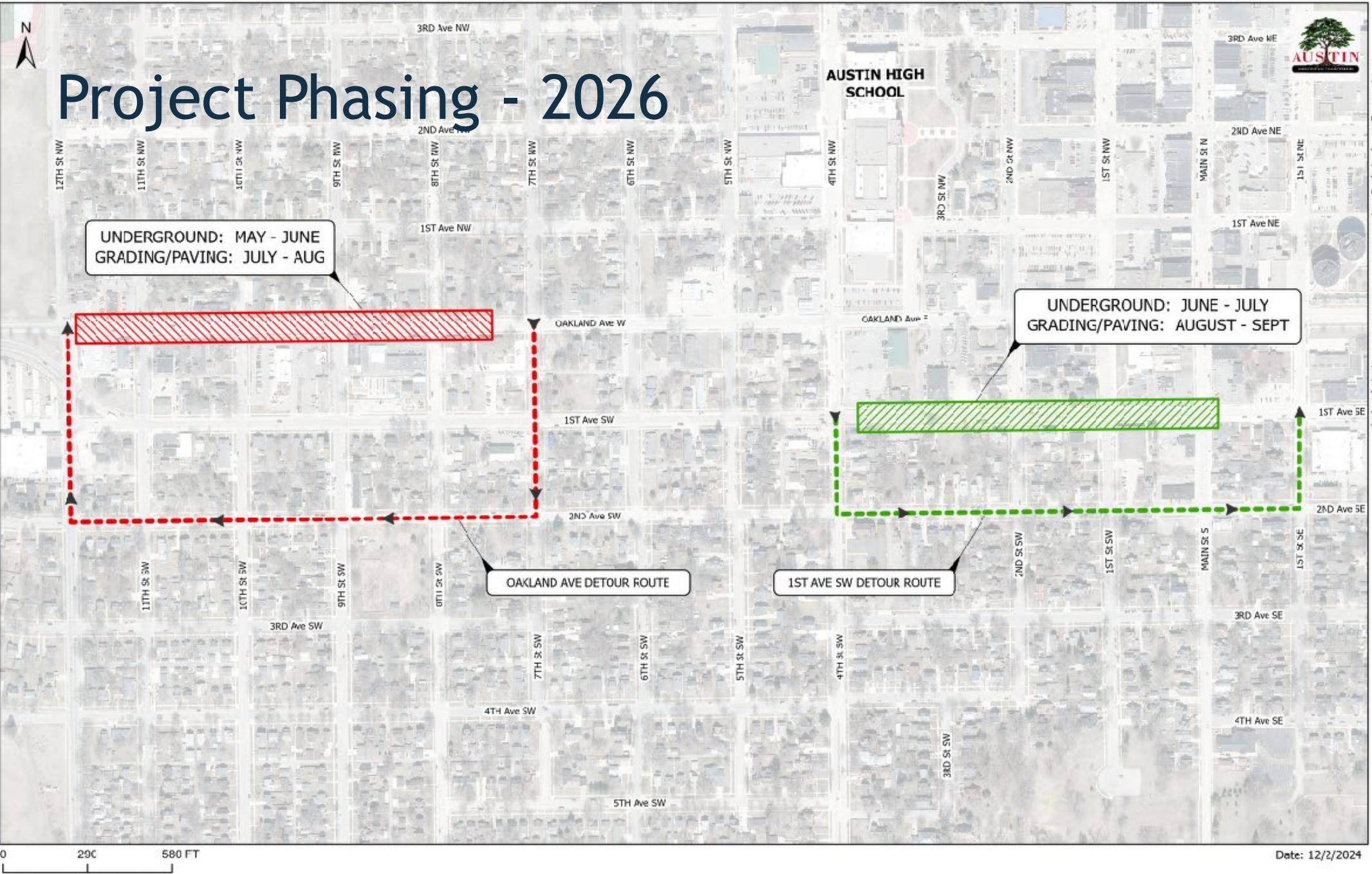
# Project Phasing - 2026

UNDERGROUND: MAY - JUNE  
GRADING/PAVING: JULY - AUG

UNDERGROUND: JUNE - JULY  
GRADING/PAVING: AUGUST - SEPT

OAKLAND AVE DETOUR ROUTE

**1ST AVE SW DETOUR ROUTE**

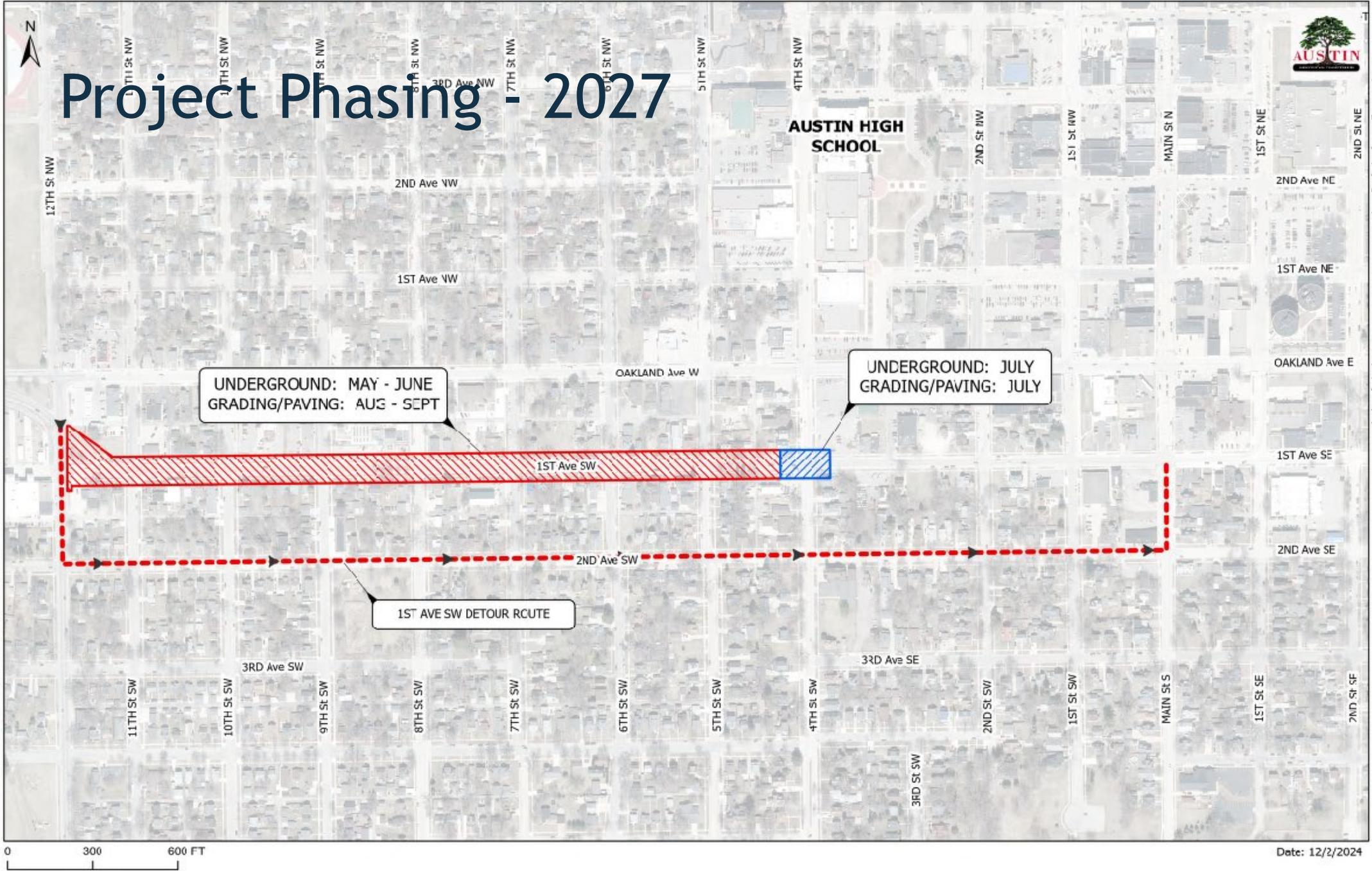


# Project Phasing - 2027

UNDERGROUND: MAY - JUNE  
GRADING/PAVING: AUG - SEPT

UNDERGROUND: JULY  
GRADING/PAVING: JULY

1ST AVE SW DETOUR ROUTE



# Handout - Street Project FAQ's

## How to stay connected with project text alerts:

1. Scan the QR code to sign up  
OR
2. Text Oakland to 507-296-7890  
OR
3. Go to <https://eztxt.net/9luN1S>



Scan the QR  
code to sign up!

**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 3rd day of March, 2025, at which time all persons were given an opportunity to be heard on the making of the following improvement:

**1) Oakland Avenue & 1st Avenue SW – Project 25103**

- a. Oakland Avenue – 1st Street NE to 12th Street NW
- b. 1st Avenue SW – South Main Street 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 3rd day of March, 2025.

Yea

Nay

ATTEST:

APPROVED:

---

City Recorder

---

Mayor

## Nature Ridge Fourth Development

### 14<sup>th</sup> Avenue, 18<sup>th</sup> Street and 19<sup>th</sup> Street NE

#### Project Scope

- Construction of 1800 feet of roadway for the development of 30 residential lots including:
- Site grading for roadway construction and lot drainage
- Sanitary sewer main, manhole and service construction
- Storm sewer main, manhole, catch basin and drainage tile
- Water services
- Austin Utilities watermain, gas and electric
- Roadway construction with asphalt pavement, curb & gutter aggregate base, sidewalk, and street lighting
- Erosion control, seeding, fertilizer and mulch



#### Project Schedule and Phasing

- Bid Project in March
- Construction May through August

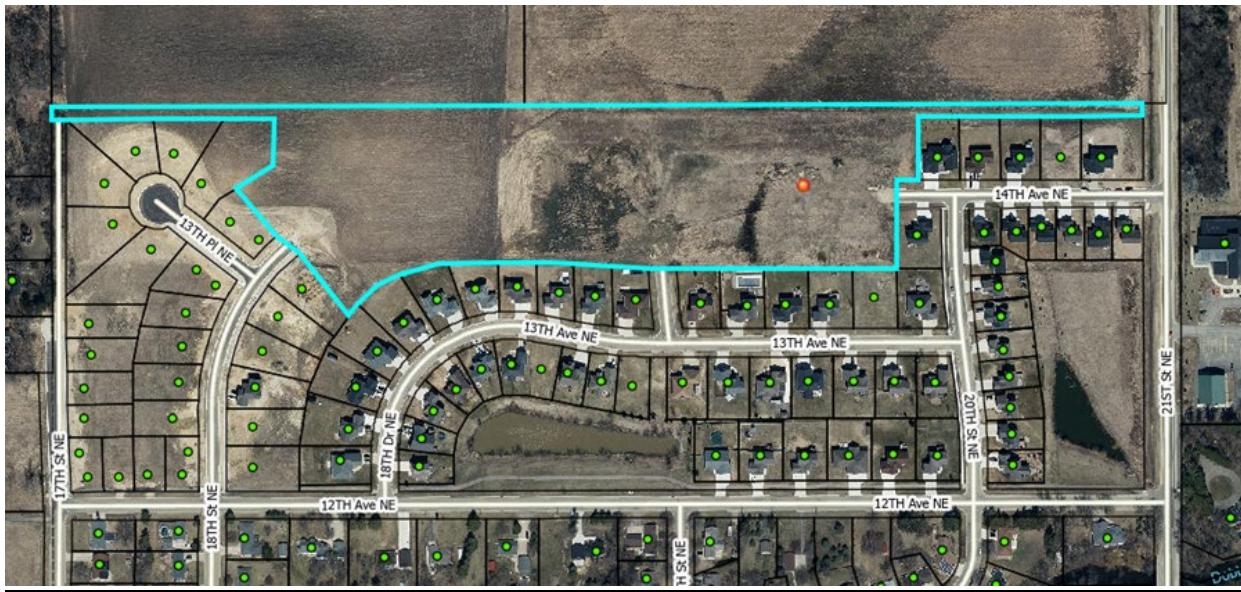
#### Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments	\$878,000
Storm Sewer Improvements	Assessments	\$365,000
Sanitary Sewer Improvements	Assessments	\$190,000
AU Water/Gas/Electric	Assessments	\$227,000
City Staffing Expenses	Assessments	\$50,000
	<b>Total</b>	<b>\$1,710,000</b>

#### Project Assessments

100% of the total project costs will be assessed to the developed/benefitting parcels. The total estimated costs of the project is \$1,710,000 and will be assessed equally across the 30 lots at cost of approximately \$57,000 per lot. A final assessment hearing will be conducted in the fall of 2025, following construction, to establish the final construction costs and assessment amounts. The developer/owner will have the following assessment payment options for each individual lot:

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 an interest rate 2% above borrowing.
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 an interest rate 2% above borrowing.
  - *This assessment will first show on taxes in spring 2026.*
  - *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.*



**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 3rd day of February, 2025 and upon duly published notice as required by law, a hearing was held on the 3rd day of March, 2025, at which time all persons were given an opportunity to be heard on the making of the following improvement:

- 1) **Nature Ridge 4<sup>th</sup> Addition –Project 25303**
  - a. 14th Avenue NE, 18th Street NE, 19th Street 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 3rd day of February, 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 3rd day of March, 2025.

Yea

Nay

ATTEST:

APPROVED:

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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) <b>Oakland Avenue &amp; 1st Avenue SW</b>	<b>25103</b>
• Oakland Avenue – 1st Street NE to 12th Street NW	
• 1st Avenue SW – South Main Street to 12th Street SW	
2) <b>Nature Ridge 4<sup>th</sup> Addition</b>	<b>25303</b>
• 14th Avenue NE, 18th Street NE, 19th Street NE	

**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 7th day of April, 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 3rd day of March, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

---

City Recorder

---

Mayor

**City of Austin  
Brianne Wolf,  
City Clerk**



**500 Fourth Avenue N.E.  
Austin, Minnesota 55912-3773  
Phone: 507-437-9944  
[briannew@ci.austin.mn.us](mailto:briannew@ci.austin.mn.us)  
[www.ci.austin.mn.us](http://www.ci.austin.mn.us)**

**MEMO**

To: Mayor and City Council Members

From: Brianne D. Wolf, City Clerk

Date: February 26, 2025

Subject: City Hall Flooring

---

After the asbestos removal was completed in the 2<sup>nd</sup> level of City Hall, Director of Administrative Services Tom Dankert and I have obtained bids from local flooring companies to install carpet in that area.

We were able to contact Huffman Flooring and Slowinski Flooring and received bids from each company.

The estimate for carpet and labor from Huffman Flooring came in at \$15,333.62, and the estimate from Slowinski Flooring came in at \$10,950.00.

We request the Council's approval to proceed with flooring installation from Slowinski Flooring, which will be funded from the building fund.

Please let Mr. Dankert know if you have any questions.

Huffman Flooring Design Center  
101 11th St SE  
Austin, MN 55912 US  
+15074336440  
joe@huffmanflooringdesigncenter.com

## Estimate



### ADDRESS

City of Austin  
500 4th Ave NE  
Austin, MN 55912  
City Hall Upstairs  
507-437-9944

ESTIMATE # 2204 DATE 02/13/2025

DATE	DESCRIPTION	RATE	AMOUNT
	New Commercial Happy Feet Glue Down Luxury Vinyl Tile for Elevator area Style- Quarry Tile LVT Color- #HF1302 Concrete Adhesive, Floor Primer, Vinyl Base & Install, Transition. LVT Installation, Floor Prep	679.86	679.86
	New Carpet Tile for Upstairs Common Areas & Offices Style- Intuition Color- Sienna Adhesive, Floor Primer, Transitions, Vinyl Base & Install Freight/Shipping Carpet Tile Installation. Floor Prep(includes grinding and floor patch in many areas)	14,653.76	14,653.76
This is an estimate, not a contract. This estimate is for completing the job described above. Quality and prices may differ once a physical measurement is taken. It does not include unforeseen price increases or additional labor and materials which may be required if problems arise. This estimate is valid for 30 days from the date on the estimate.		SUBTOTAL	15,333.62
		TAX	0.00
		TOTAL	<b>\$15,333.62</b>

Accepted By

Accepted Date

# Proposal

Page # \_\_\_\_\_ of \_\_\_\_\_ pages

## SLOWINSKI FLOORING

2606 West Oakland Avenue  
Suite A  
Austin, MN 55912

PROPOSAL SUBMITTED TO: <i>Austin City Hall</i>	JOB NAME	JOB #
ADDRESS <i>Austin, MN</i>	JOB LOCATION	
	DATE <i>2-25-25</i>	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

*Carpet tile for offices*

*Mohawk Commerce Collection*

*Price Includes: carpet tile  
Labor  
Base & "Dingy/  
Floor Prep:*

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

\$ *10,950.00* Dollars

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully  
submitted



Note — this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.  
Payments will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

**RESOLUTION NO.**

**AWARDING BID FOR INSTALLATION OF CITY HALL FLOORING**

**WHEREAS**, Slowinski Flooring will install carpet in the upper level of City Hall.

**WHEREAS**, the estimated project costs will be \$10,950. The funds for this project will come from the building fund.

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

Installation of carpet at City Hall

Passed by a vote of yeas and nays this 3rd day of March, 2025.

YEAS

NAYS

ATTEST:

---

City Recorder

APPROVED:

---

Mayor

**City of Austin  
Brianne Wolf,  
City Clerk**



**500 Fourth Avenue N.E.  
Austin, Minnesota 55912-3773  
Phone: 507-437-9944  
[briannew@ci.austin.mn.us](mailto:briannew@ci.austin.mn.us)  
[www.ci.austin.mn.us](http://www.ci.austin.mn.us)**

**MEMO**

To: Mayor and City Council Members

From: Brianne D. Wolf, City Clerk

Date: February 26, 2025

Subject: Gambling Premises Permit Application

---

The Austin Youth Hockey Association requests approval of a premises gambling application to sell e-tabs and paper tabs at the Country Club in Austin. They understand City Code 6.43 regarding Gambling and will comply with all rules and regulations.

The Clerk's Office request Council approval for this application.

**RESOLUTION NO.**

**APPROVING PREMISES PERMIT APPLICATION  
FOR AUSTIN YOUTH HOCKEY ASSOCIATION**

**BE IT RESOLVED**, that the City Council of the City of Austin approves a Premise Permit Gambling Application for the Austin Youth Hockey Association, Inc. at the Austin County Club located at 1202 28<sup>th</sup> Street NE, Austin, Minnesota.

Passed by a vote of yeas and nays this 3rd day of March, 2025.

YEAS

NAYS

ATTEST:

---

City Recorder

APPROVED:

---

Mayor

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



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

## Memorandum

**To:** Mayor & Council  
**From:** Steven J. Lang, P.E.  
**Date:** February 27, 2025  
**Subject:** Sanitary Sewer CIPP Lining Project, Design Services

---

We have identified in our CIP a sanitary sewer lining project for 2025 in the amount of \$775,000. We tentatively have planned lining sewers in the Wildwood Park and Sterling neighborhoods, but this will be reviewed to determine the most critical areas in the community for sewer lining. Attached for your consideration is a proposal from WHKS to develop plans and specification for bids, with an hourly rate not to exceed \$48,700. Their design services will include, among other things, the following;

- Project administration and coordination
- Conduct kick-off and progress meetings
- Prepare final plans and specifications to show the character and scope of work.
- Prepare advertisements for bids and all other services associated with the bidding process.

I would request Council approval the design services contract with WHKS. Feel free to contact me if you have any questions.

## PROFESSIONAL SERVICES AGREEMENT

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

WHEREAS, the Client has a need for certain professional services relating to the project described as **2025 Sanitary Sewer Lining**.

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

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

### **Scope of Services**

WHKS shall perform the following described services for the Client:

**Design and bid engineering services as described on the attached Scope of Services included in Exhibit A.**

### **Basis of Compensation**

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

**Items 1-2 - Billed Hourly with an Estimated Fee of \$48,700. Expenses billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent.**

Executed this \_\_\_\_\_ day of March, 2025

### **City of Austin, Minnesota**

By: \_\_\_\_\_  
Printed Name: Stephen M. King  
Title: Mayor

By: \_\_\_\_\_  
Printed Name: Tom Dankert  
Title: City Recorder

### **WHKS & CO.**

By: \_\_\_\_\_  
Printed Name: William Angerman, P.E.  
Title: Exec. Vice President, COO

## Exhibit A to Professional Services Agreement

### A. Project Description:

The project is an upgrade to the collection system of the existing City of Austin infrastructure. The project consists of improvements to sanitary pipes in areas identified in the City's capital improvement plan and I/I Implementation Study. The anticipated construction budget is \$750,000.

Collection system repair techniques include CIPP with related cleaning, service reinstatement, water seals, and excavation point repairs. In-situ rehabilitation techniques such as CIPP lining will be prioritized to the extent possible to minimize disruption to residents.

### B. Scope of Services Provided Under This Agreement:

#### 1. **Project Management and Meetings**

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

#### 2. **Preliminary and Final Design**

- Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the Project.
- Prepare forms of advertisement for bids, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish two (2) original signed copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web based plan room.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Assist in the receiving and tabulation of Contractors' proposals and assist in awarding construction contract.
- A Gopher State One-Call will be performed as part of the plan development, as needed.
- WHKS assumes additional CCTV or dyed water testing, if needed to complete review of repair locations, will be performed by City staff.

- WHKS will perform one (1) site visit to review repair locations to aid in plan development.
- WHKS assumes topographic survey is not needed for the preparation of the plans. If needed, survey will be performed by City Staff.
- Prepare and submit applicable construction permit application (if needed) such as MN DOT or Mower County Work in Right-of-way.

**C. Special Engineering Services:**

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

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Quality control testing and construction materials testing
5. Permits other than those identified above
6. Funding assistance, including grant and/or loan applications
7. Floodplain and hydraulic/hydrologic modeling
8. Water and/or sanitary sewer rate studies
9. Geotechnical design/recommendations
10. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
11. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
12. Attendance at additional meetings (other than those listed above)
13. Construction phase engineering services, including construction administration, staking, construction observation, preparation of record drawings and project close-out services

## STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

### **1. Scope of Services**

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

### **2. Governing Law**

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

### **3. Standard of Care**

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

### **4. Integration**

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

### **5. Guarantees and Warranties**

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

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

### **6. Indemnification**

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

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

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

### **7. Billing and Payment Provisions**

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

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

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

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

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

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

### **8. Ownership of Records**

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

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

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

#### **9. Delivery of Electronic Files**

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

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

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

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

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

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

#### **10. Changed Conditions**

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

#### **11. Permits and Approvals**

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

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

#### **12. Suspension of Services**

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

#### **13. Termination**

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

#### **14. Unauthorized Changes**

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

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

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

#### **15. Jobsite Safety**

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

#### **16. Additional Services**

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

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

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

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

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

#### **17. Dispute Resolution**

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

#### **18. Third Party Beneficiaries**

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

#### **19. Extension of Protection**

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

#### **20. Timeliness of Performance**

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

#### **21. Delays**

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

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

#### **22. Right to Retain Subconsultants**

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

#### **23. Assignment**

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

#### **24. Severability and Survival**

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

#### **25. Hazardous Materials**

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

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

#### **26. Joint Participation**

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

#### **27. Record Documents**

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

Revised 02/23/07

Revised: 04/29/09

RESOLUTION NO.

**APPROVING DESIGN SERVICES WITH WHKS FOR  
FOR SANITARY SEWER LINING**

WHEREAS, the City has received a proposal from WHKS, for professional design services related to lining in the sanitary sewer systems for the City of Austin; and

WHEREAS, the proposal provides services in relation of the project including project administration, plan development, preparation of final plans and services associated with the bidding process; and

WHEREAS, the proposal for the construction services is in the amount of \$775,000.00;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin approves the design services in the amount of \$775,000.00 with WHKS.

Passed by a vote of yeas and nays this 3rd day of March, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

---

City Recorder

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Mayor

RESOLUTION NO.

**ACCEPTING DONATIONS TO THE CITY OF AUSTIN**

WHEREAS, the City has received the following gift:

<u>Gift</u>	<u>Donor</u>	<u>For</u>
\$ 50	Garry Hart	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 3rd day of March, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

---

City Recorder

---

Mayor

**City of Austin  
Zoning Department**



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

## **Memorandum**

**To:** Mayor and City Council

**Cc:** Brandon Lawhead, 2101 9<sup>th</sup> St SW, Austin, MN 55912

**From:** Holly Wallace, Planning & Zoning Administrator

**Re:** Accumulation of Refuse and Junk  
At 2101 5<sup>th</sup> Ave NE, Lawhead Property

**Date:** February 28, 2025

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May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of refuse and junk at 2101 5<sup>th</sup> Ave NE. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

**City of Austin  
Zoning Department**



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

February 3<sup>rd</sup>, 2025

Brandon Lawhead  
2101 9<sup>th</sup> St SW  
Austin, MN 55912

RE: Zoning Violations at 2101 5<sup>th</sup> Ave NE Austin, MN 55912

Dear Brandon:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on January 23<sup>rd</sup>, 2025 at this site and the following issues need to be resolved:

**Remove all junk from property. Furniture items behind house**

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

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

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

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

**B. Public nuisances affecting health**

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

**D. Public nuisances affecting peace and safety.**

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

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

**NOTICE AND ABATEMENT.**

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

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

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

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

**City Code Section 10.14, Subd. 5:**

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

**City Code Section 10.14, Subd. 6:**

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

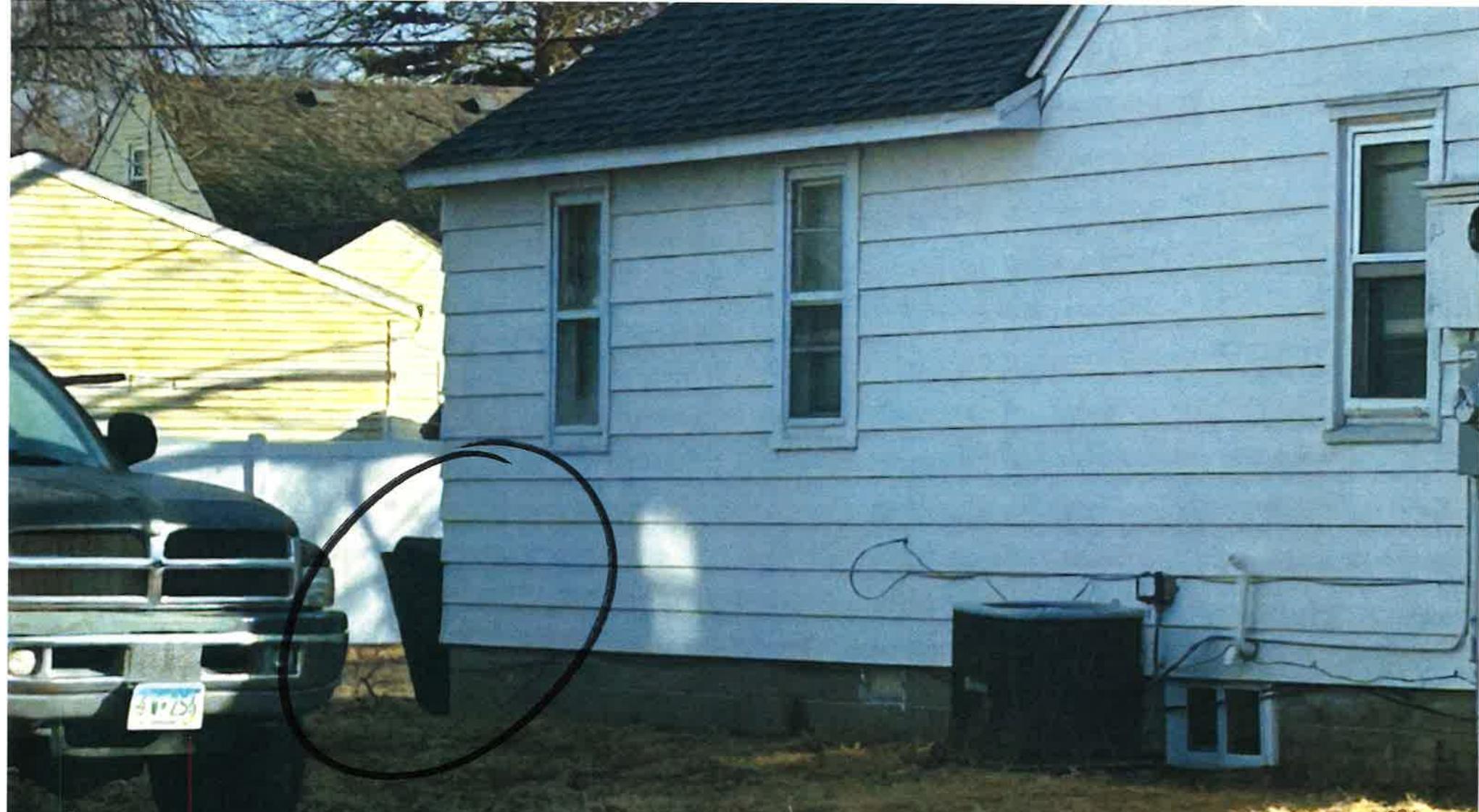
Please resolve the City Code violations within **10 days** of the date of this letter, or the matter will be referred to the Austin City Council for corrective action. Council generally meets the first and third Mondays of every month. You will be fined a minimum of \$100, the amount varies depending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

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

Sincerely,



Brent Johnson  
Zoning Inspector



February 26, 2025  
8:43 AM

2101 5<sup>th</sup> Ave NE



2101