

A G E N D A
CITY COUNCIL MEETING
MONDAY, MARCH 17, 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 March 3, 2025

3. Recognitions and Awards:

Officer Jessy Betts promotion to Sergeant

Retirement:

Mike Tischer from the Police Department (09/25/2006-03/15/2025)

Randy Hofner from the Parks, Recreation & Forestry Department (06/17/1996-02/28/2025)

(mot) 4. *Consent Agenda

Licenses:

Right of Way: Jordan Drilling Solutions, Inver Grove Heights, MN

Temporary Liquor: VFW Post 1216 on April 11 & 12, 2025

Exempt Gamble (Raffle): Marcusen Park Baseball Association on September 1, 2025

Claims:

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

Events:

Shamrockin' Run on April 12, 2025

Stepping Out for Autism Walk Fundraiser on April 27, 2025

High Water Community Event on June 19, July 17, & August 21, 2025

Sam Alm Impact Project on August 23, 2025

BID OPENINGS AND AWARD:

5. Receiving bids for replacement of HVAC units

(res) a. Awarding bid

PUBLIC HEARINGS:

6. Public hearing on street improvements on 6th Street NE (30th Avenue NE to 36th Avenue NE), Project 19601. The amount to be assessed is \$161,000 at 5.75% for 15 years

- a. Presentation of the project and associated assessments
- b. Call for written objections

- (res) c. Motion to adjourn and continue the hearing on those properties for which written objections to the assessment have been filed
- (res) d. Resolution declaring the cost
- (res) e. Resolution adopting the assessment roll

7. Public hearing on street improvements on 21st Avenue SW (4th Drive SW to 12th Street SW), Project 25102. The amount to be assessed is \$950,000 at 5.75% for 15 years

- a. Presentation of the project and associated assessments
- b. Call for written objections
- c. Motion to adjourn and continue the hearing on those properties for which written objections to the assessment have been filed
- (res) d. Resolution declaring the cost
- (res) e. Resolution adopting the assessment roll

8. Public hearing on street improvements on 6th Avenue NE (18th Drive NE to 19th Street NE) & 18th Drive NE (5th Avenue NE to 6th Avenue NE), Project 25106. The amount to be assessed is \$900,000 at 5.75% for 15 years

- a. Presentation of the project and associated assessments
- b. Call for written objections
- c. Motion to adjourn and continue the hearing on those properties for which written objections to the assessment have been filed
- (res) d. Resolution declaring the cost
- (res) e. Resolution adopting the assessment roll

9. Public hearing on street improvements on 25th Street SW (Oakland Avenue West to 7th/8th Avenue SW) Project 25107. The amount to be assessed is \$200,000 at 5.75% for 15 years

- a. Presentation of the project and associated assessments
- b. Call for written objections
- c. Motion to adjourn and continue the hearing on those properties for which written objections to the assessment have been filed
- (res) d. Resolution declaring the cost
- (res) e. Resolution adopting the assessment roll

PETITIONS AND REQUESTS:

10. Requesting approval of the Fats, Oils, and Grease & Point of Sale Ordinance

- (mot) a. For preparation of the ordinance
- (ord) b. For adoption of the ordinance
- (res) c. For summary publication of the ordinance

(res) 11. Approving Waste Water Treatment Plant change order #7

(res) 12. Approving an amendment to the Austin Municipal Airport construction services contract

(res) 13. Approving a proposal for asbestos abatement for the Salvation Army

(res) 14. Approving a LCCMR trail grant request

- (res) 15. Approving budget adjustment #4
- (mot) 16. Appointing Geoff Baker to the Austin Utilities Board term expiring December 31, 2026
- (res) 17. Accepting donations

CITIZENS ADDRESSING THE COUNCIL

REPORTS AND RECOMMENDATIONS:

City Administrator
City Council

- (mot) Adjourn to **Monday, April 7, 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
March 3, 2025
5:30 PM
Council Chambers

MEMBERS PRESENT: Mayor King, Council Members Paul Fischer, Laura Helle, Rebecca Waller, Jason Baskin, Michael Postma and Council Member-at-Large Jeff Austin

MEMBERS ABSENT: Council Member Joyce Poshusta

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

APPEARING IN PERSON: Austin Daily Herald, City of Austin Police Officers, Community Members

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 Postma, approving Council minutes from February 18, 2025. Carried.

Mayor King recognized Officer Damien Schroeder for his heroic work during a house fire on February 4, 2025. Police Chief David McKichan read a letter of commendation for Officer Damien Schroeder for his heroic work while rescuing individuals from a house fire. He aided in getting all individuals to safety. Chief McKichan presented Officer Schroeder with the letter of commendation for his work on that day.

Mayor King relayed Officer Schroeder's work was heroic, and he appreciates him and all the officers of the Austin Police Department.

Mayor King recognized Herb Wehner from the Streets Department on his recent retirement.

Public Works Director Steven Lang stated although Herb could not attend the meeting this evening, he wanted to recognize Mr. Wehner and his years of service to the street department. He was in the department for over 24 years.

Mayor King thanked him for his years of service to the City of Austin.

CONSENT AGENDA

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

Licenses:

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

Lodging Establishment: Lisa Casper, Austin, MN

Temporary Liquor: Knights of Columbus on March 28, 2025

Temporary Liquor: Knights of Columbus on April 4, 2025

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

Carried.

AWARDING BIDS

Public Works Director Steven Lang spoke about the bids for asphalt emulsion oil and stated Henry G. Meigs was the only bidder and the total bid came in at \$83,678.40.

Mr. Lang recommended awarding the bid to Henry G. Meigs.

Moved by Council Member Postma, seconded by Council Member Waller, awarding the bid to Henry G. Meigs for asphalt emulsion for 2025. Carried 6-0.

Public Works Director Steven Lang spoke about the bids for bituminous materials and stated Ulland Brothers came in with the lowest bid.

Contractor	Base Bid	Mileage	Total
Ulland Bros. Inc.	\$298,980	\$36,000	\$334,980
Rochester Sand & Gravel	\$302,500	\$50,400	\$353,025

Mr. Lang recommended awarding the bid to Ulland Brothers.

Moved by Council Member Fischer, seconded by Council Member Postma, to awarding the bid to Ulland Brothers for bituminous materials for 2025. Carried 6-0.

PUBLIC HEARINGS

Public Works Director Steven Lang spoke about the Oakland Avenue & 1st Avenue SW project. He stated this project would be a complete reconstruction of the street, storm, and sanitary sewer. The cost of this project is estimated at \$15,000,000. Mr. Lang stated there have been multiple public meetings on this project to inform the public, but there has been very low turnout. He said he has tried to reach out to the public in multiple different forms but has not received much response from individuals on this project.

Council Member Postma stated the Chamber of Commerce would like to thank Mr. Lang for working with them on the 4th of July Parade route as it runs through this construction zone.

Council Member Helle stated she has heard comments from the public that traffic drives too fast on these roads and would like to know how Mr. Lang is going to address this.

Mr. Lang stated by narrowing the roadway and adding bump outs, drivers will slow down. He stated studies have shown narrow roads help to slow traffic.

Council Member Baskin asked about the project funding. He stated there is uncertainty about funding from the federal government and would like to know if Mr. Lang is confident the City will still be receiving the funding for this project.

Mr. Lang stated yes, he has been assured the funding for this project has already been approved.

Council Member Baskin asked why the City is doing this project this year with all of the bridge construction going on and not waiting until the bridges are completed.

Mr. Lang stated there is a set time period for using federal grants. The grants the City have received must be used in 2025 and 2026. If the City could choose, they would approach this differently, but they cannot.

No comments from the public.

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 25103. Carried 6-0.

Public Works Director Steven Lang spoke about the 14th Avenue NE, 18th Street NE, & 19th Street NE project. He stated this project would be a full construction of the street, storm and sanitary sewer. The cost of this project is estimated at \$1,710,000.

Mr. Lang stated 100% of the cost would be assessed back to these 30 properties. The City is estimating the cost to be \$57,000 per lot for.

No comments or questions from Council.

No comments from the public.

Moved by Council Member Postma, seconded by Council Member Fischer, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 25303. Carried 6-0.

PETITIONS AND REQUESTS

Moved by Council Member-at-Large Austin, seconded by Council Member Baskin, adopting a resolution setting the public hearings for the street improvement project assessments to April 7, 2025. Carried 6-0.

Director of Administrative Services Tom Dankert requested Council approve a contract with Slowinski Flooring for installation of flooring in the upper level of City Hall.

Moved by Council Member Fischer, seconded by Council Member Helle, adopting a resolution and approving an agreement with Slowinski Flooring for replacement of flooring at City Hall. Carried 6-0.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution approving a gambling premises permit for the Austin Youth Hockey Association. Carried 6-0.

Public Works Director Steven Lang stated in a previous work session a representative from WHKS came and presented to Council their findings from the six or seven year I/I study. This is where they inspected all of the City's sanitary sewer lines, manholes and all of the other sanitary sewer infrastructure.

The Public Works Department has identified in their CIP a sanitary sewer lining project for 2025 in the amount of \$775,000. They 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.

Mr. Lang presented a proposal from WHKS to develop plans and specification for bids, with an hourly rate; not to exceed \$48,700. This project for C. I. P. P. lining, which is a cured in place pipe inside the existing sanitary sewer pipe for essentially a pipe within a pipe. He recommended approval of a contract with WHKS.

Council Member Postma asked if the \$48,700 comes out of the \$775,00 or if it would be an additional fee. He also wanted to know if this is going to be an on going fee or is WHKS going to set up a road map that the City can follow.

Mr. Lang stated the City generates money in sewer revenue fees each year and some of that funding would be used to plan for this project. He stated this expense would only be for this project at this time, during this year.

Moved by Council Member Fischer, seconded by Council Member Helle, adopting a resolution approving an agreement for design services with WHKS for sanitary sewer lining project. Carried 6-0.

Moved by Council Member Helle, seconded by Council Member Postma, adopting a resolution accepting donations to the City of Austin. Carried 6-0.

Moved by Council Member Fischer, seconded by Council Member Postma, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 2101 5th Avenue NE, Lawhead Property. Carried.

CITIZENS ADDRESSING THE COUNCIL

Matt Simonson, 607 7th Avenue SE, had concerns over the ash trees being taken down in his neighborhood and near his property due to the emerald ash borer. Mr. Simonson stated the City was taking down perfectly healthy trees.

Park and Rec Director Jason Sehon stated they have been working with City employees to identify trees infested with the emerald ash borer. If they find trees that are treatable, they will go through those steps first before they cut the trees down, but if they are not healthy, they have to remove the trees, as once they are infested, they can become a hazard very quickly.

REPORTS AND RECOMMENDATIONS

Library Director Julie Clinefelter relayed Saturday, March 15th at the library, from 10:00 AM to 2:00 PM they will be hosting a Comic Con. She encourages all to come and check it out.

Council Member Helle stated on behalf of the Parks, Recreation & Forestry Board she wanted to congratulate Randy Hofner on his retirement and wish him well. He served the City of Austin in really incredible ways and did it with a smile on his face. Also, thank you to Lynn Thompson, who stepped up in the interim position and covered it with no warning—keeping the parks, recreation, and forestry system running. She also thanked the City, Mower County, and Impact Austin for their work on the comp plan to date. It's a massive project, and there's been a ton of community engagement. She is very encouraged to see all the people bringing their ideas and their passion for improving the community. She noted on June 4th the 4th Avenue Fest will take place. There will be an open swim, live music, arts and activities.

Mayor King noted it was heartening to see the amount of employees that showed up for the cook off event the employee enrichment committee put on. He was proud to have place 2nd in the hotdish competition. He stated it was an amazing turnout and great food.

Mayor King read off the March Anniversaries.

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

Adjourned: 6:31 p.m.

Approved: March 17, 2025

Mayor: _____

City Recorder: _____

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, PE
Date: March 12, 2025
Subject: Bids – Rooftop Units
 Public Works Building, Sign & Sewer Areas

In the 2025 CIP, we have budgeted \$40,000 for replacement of the rooftop HVAC units for the sign shop and sewer department. Facilities, Energy, and Maintenance Technician, Brian Mason, has reached out to 3 vendors to get pricing for the replacement of these two units. Work will involve removal of the existing units and installation of (2) Trane YSC036 Packaged Gas/Electric Units using R410A Freon. The prices are as follows:

<u>Contractor</u>	<u>Total</u>
Johnson Heating & Air Conditioning	\$17,650
MJ O'Connor	\$19,996
Harty Mechanical	\$21,230

We would recommend awarding this work to Johnson Heating & Air Conditioning. If you have any questions, please contact me.

RESOLUTION NO.

AWARDING BID FOR REPLACEMENT OF THE ROOFTOP HVAC UNITS

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

Replacement of the Rooftop HVAC units for the Sign Shop and Sewer Department

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

<u>Contractor</u>	<u>Total</u>
Johnson Heating & Air Conditioning	\$17,650
MJ O'Connor	\$19,996
Harty Mechanical	\$21,230

AND, WHEREAS, it appears Johnson Heating & Air Conditioning is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Austin, that the bid of Johnson Heating & Air Conditioning is hereby accepted and the Mayor and City Recorder are hereby authorized and directed to enter into the standard city contract with Johnson Heating & Air Conditioning in the name of the City of Austin for the following:

Replacement of the Rooftop HVAC units

Passed by a vote of yeas and nays this 17th 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 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: March 17, 2025
Subject: 2025 Street Reconstruction Projects

At this week's council meeting we will be holding the 2nd 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**

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'.

2

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 $\frac{1}{4}$ " 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.

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

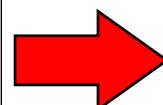
Once work begins, weekly project updates are posted on the City of Austin construction website and via text message.

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

For any other questions please contact:

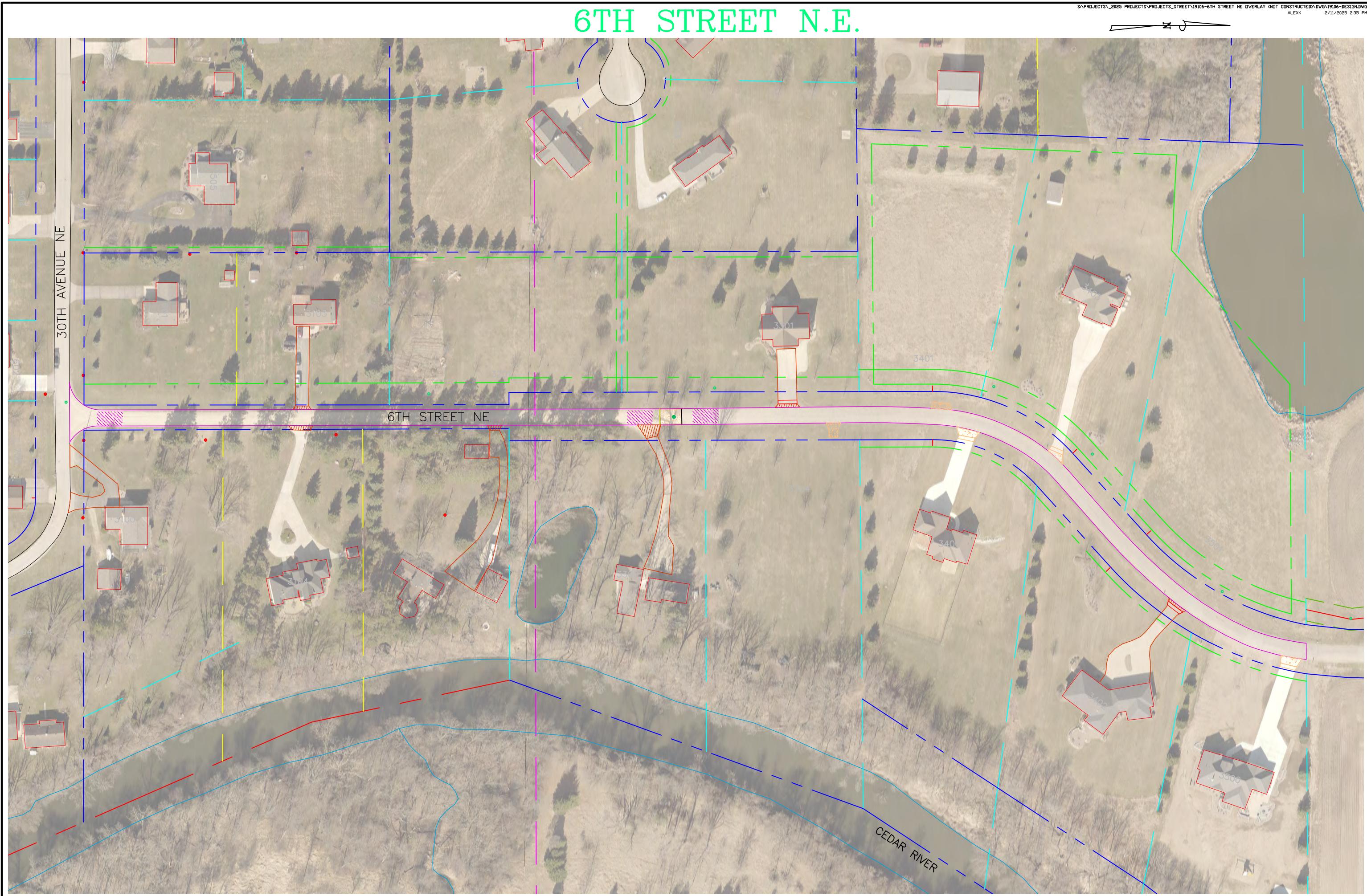
Andrew Sorenson, PE
Assistant City Engineer
ASorenson@ci.austin.mn.us
507-437-9950

Scan here to visit the
City of Austin
construction website



6TH STREET N.E.

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



6th Street NE Assessments

- 100% of project costs would be assessed to adjacent property owners
- The project costs were divided by 3,165.17 feet Assessable frontage.
 - 15 properties affected.
- $\$161,000.00 / 3,165.17 \text{ Lin. Ft.} = \underline{\$50.87/\text{Ft}}$ (Estimate)
- Assessment amounts will be adjusted by project cost overruns/underruns

RESOLUTION NO.

**RESOLUTION DECLARING COST TO BE ASSESSED
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT**

WHEREAS, the City Council has approved the project for 6th Street NE (30th Avenue NE to 36th Avenue NE)

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

1. The portion of the cost to be assessed against the benefited property owners is declared to be \$161,000.
2. Assessments shall be payable in equal annual principal installments extending over a period of fifteen (15) years, the first of the installments to be payable on or before the first Monday in January, 2026, and shall bear interest at the rate of 5.75% per annum from November 1st, 2025.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the City Clerk's Office for public inspection.
4. The City Recorder shall upon completion of such proposed assessment, notify the Council thereof.

Passed by the Austin City Council this 17th day of March, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed on all objections to the proposed assessment for the following local improvement:

6th Street NE (30th Avenue NE to 36th Avenue NE)

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

1. Such proposed assessment, a copy which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement and the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual principal installments extending over fifteen (15) years, the first of the installments to be payable on the first Monday in January 2026 and shall bear interest at the rate of 5.75 percent per annum. The first installment shall be added interest on the entire assessment from November 1, 2025 until December 31, 2026. To each subsequent installment when due shall be added interest one (1) year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, except that no interest shall be charged if the entire assessment is paid by October 31st of the assessing year. The remaining principal balance may be paid at any time to the City Clerk with interest accrued to December 31st of the payment year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax list of the County and such assessment shall be collected and paid over the same manner as other municipal taxes.

Passed by the Austin City Council this 17th day of March, 2025.

YEAS

NAYS

ATTEST:

City Recorder

Mayor

APPROVED:

61 Extra Days
Fund - 49000.4204
Code: /49ASSESS

Street and Sidewalk Improvements
6th Avenue NE
Project 19106

Resolution No.
Interest at 5.75% starting November 1, 2025
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.837.0080	JAMES KOENIG JR	S190FT OL 3 & S190FT E3.98AC OL 7 IN N1/2 NW1/4		OLS N1/2 NW1/4 SECTION 26-103-18	\$120.04
34.837.0061	ELIZABETH A CRUMB	OLS 3 & 7 E OF W LINE OL 6 EXT EXC N150FT & EXC S190FT		OLS N1/2 NW1/4 SECTION 26-103-18	\$9,709.84
34.837.0060	HAROLD A & JANICE J DEYE	S50' OLS 4 5 & 6 EXC W33' N150' OF OL3 & N150' OF OL7 E OF W LINE OL6 EXT S EXC W33'		OLS N1/2 NW1/4 SECTION 26-103-18	\$10,173.23
34.508.0040	PAUL HIRSCH CONSTRUCTION CO	LOT 4	1	NORTH MEADOWS THIRD	\$13,657.56
34.508.0030	BRIANNE & NICHOLAS ERICKSON	LOT 3	1	NORTH MEADOWS THIRD	\$10,714.45
34.139.0060	CRAIG MICHAEL SELK & LISA KAYE SELK	LOT 3 & OUTLOT A	2	CEDAR RIDGE	\$13,239.44
34.139.0050	TERRY J & JAN E FOX	LOT 2 & OUTLOT B	2	CEDAR RIDGE	\$14,897.68
34.139.0040	PATRICK T & ANGELA M HARTY	LOT 1 & OUTLOT C	2	CEDAR RIDGE	\$8,533.81
34.139.0010	TERRY J & JAN E FOX	LOT 1	1	CEDAR RIDGE	\$15,218.64

61 Extra Days
Fund - 49000.4204
Code: /49ASSESS

Street and Sidewalk Improvements
6th Avenue NE
Project 19106

Resolution No.
Interest at 5.75% starting November 1, 2025
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.139.0020	THOMAS J & PATRICIA A WIECHMANN	LOT 2	1	CEDAR RIDGE	\$12,963.75
34.139.0030	DANIEL P & ACACIA R WIECHMANN	LOT 3	1	CEDAR RIDGE	\$8,492.61
34.508.0020	JOSEPH L HOUSE	LOT 2	1	NORTH MEADOWS THIRD	\$16,506.06
34.508.0010	JAMES E CAMPBELL	LOT 1	1	NORTH MEADOWS THIRD	\$16,157.12
34.837.0090	YULI VARGAS	1AC OL 7 N1/2 NW1/4 BK 270-503 & 504-552 & 505-100		OLS N1/2 NW1/4 SECTION 26-103-18	\$10,615.76
34.837.0100	CHERYL J DUNLAP	1 AC OUT LOT 7 IN N1/2 NW1/4 BK 271-27		OLS N1/2 NW1/4 SECTION 26-103-18	\$0.00
				Total	\$161,000.00

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

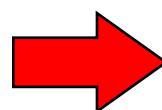
Once work begins, weekly project updates are posted on the City of Austin construction website and via text message.

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

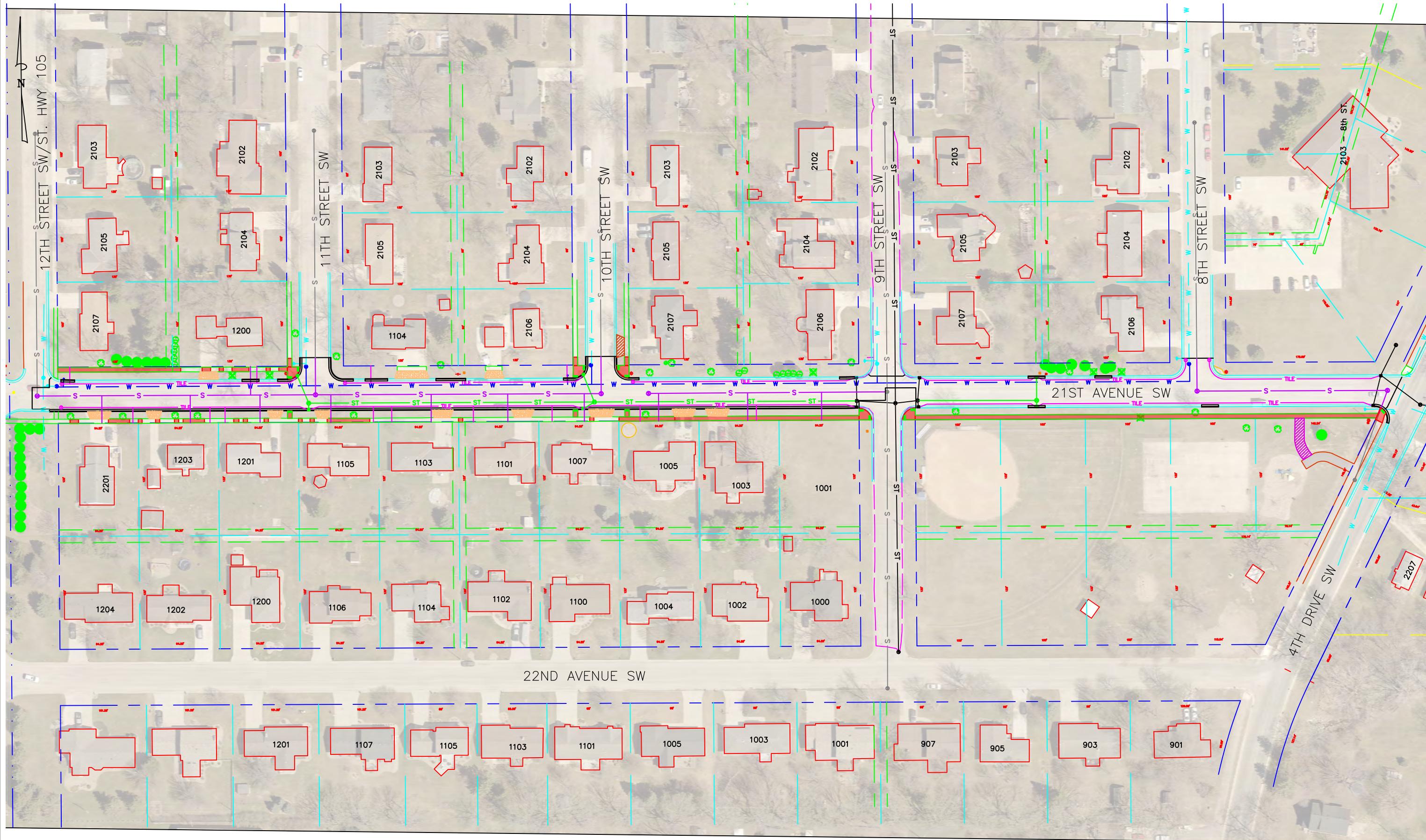
For any other questions please contact:

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.



City of Austin
Street/Sidewalk Reconstruction Assessment Rates

Land Use	Year	Sidewalk*		Concrete Curb & Gutter (Linear Foot)	Street Reconstruction Urban (Linear Foot)	Mill & Overlay (Linear Foot per inch)
		4" Thick (Square Foot)	6" Thick (Square Foot)			
Residential	2013	\$3.60	\$4.60	\$11.00	\$40.00	
	2014	\$4.00	\$5.00	\$12.00	\$41.50	
	2015	\$4.10	\$5.50	\$12.50	\$42.75	
	2016	\$4.25	\$5.75	\$13.00	\$43.00	
	2017	\$4.75	\$6.25	\$14.00	\$44.00	
	2018	\$5.25	\$7.00	\$15.00	\$45.25	
	2019	\$5.25	\$7.50	\$16.50	\$46.75	
	2020	\$6.00	\$8.50	\$17.33	\$49.09	
	2021	\$6.50	\$9.00	\$18.00	\$52.51	\$5.35
	2022	\$6.75	\$9.25	\$19.50	\$56.18	\$6.35
	2023	\$6.75	\$9.25	\$20.00	\$60.11	\$6.79
	2024	\$7.00	\$10.00	\$21.00	\$64.32	\$7.25
	2025	\$7.50	\$11.00	\$22.50	\$68.82	\$7.75
Commercial	2013	\$3.60	\$4.60	\$11.00	\$57.25	
	2014	\$4.00	\$5.00	\$12.00	\$59.50	
	2015	\$4.10	\$5.50	\$12.50	\$61.25	
	2016	\$4.25	\$5.75	\$13.00	\$61.75	
	2017	\$4.75	\$6.25	\$14.00	\$63.00	
	2018	\$5.25	\$7.00	\$15.00	\$64.75	
	2019	\$5.25	\$7.50	\$16.50	\$66.75	
	2020	\$6.00	\$8.50	\$17.33	\$70.09	
	2021	\$6.50	\$9.00	\$18.00	\$74.97	\$6.64
	2022	\$6.75	\$9.25	\$19.50	\$80.22	\$7.88
	2023	\$6.75	\$9.25	\$20.00	\$85.84	\$8.43
	2024	\$7.00	\$10.00	\$21.00	\$91.85	\$9.00
	2025	\$7.50	\$11.00	\$22.50	\$98.28	\$9.75

* Rate associated with street projects only.

** Rates for standalone sidewalk projects will be based on actual construction costs.

Example 2025			
Street Assessment Amounts			
Lot Frontage	Residential	Commercial	Sidewalk
50	\$3,441.00	\$4,914.00	\$1,998.75
75	\$5,161.50	\$7,371.00	\$2,998.13
100	\$6,882.00	\$9,828.00	\$3,997.50
125	\$8,602.50	\$12,285.00	\$4,996.88



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.

RESOLUTION NO.

**RESOLUTION DECLARING COST TO BE ASSESSED
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT**

WHEREAS, the City Council has approved the project for 21st Avenue SW (4th Drive SW to 12th Street SW)

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

1. The portion of the cost to be assessed against the benefited property owners is declared to be \$950,000.
2. Assessments shall be payable in equal annual principal installments extending over a period of fifteen (15) years, the first of the installments to be payable on or before the first Monday in January, 2026, and shall bear interest at the rate of 5.75% per annum from November 1, 2025.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the City Clerk's Office for public inspection.
4. The City Recorder shall upon completion of such proposed assessment, notify the Council thereof.

Passed by the Austin City Council this 17th day of March, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed on all objections to the proposed assessment for the following local improvement:

21st Avenue SW (4th Drive SW to 12th Street SW)

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

1. Such proposed assessment, a copy which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement and the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual principal installments extending over fifteen (15) years, the first of the installments to be payable on the first Monday in January 2026 and shall bear interest at the rate of 5.75 percent per annum. The first installment shall be added interest on the entire assessment from November 1, 2025 until December 31, 2026. To each subsequent installment when due shall be added interest one (1) year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, except that no interest shall be charged if the entire assessment is paid by October 31st of the assessing year. The remaining principal balance may be paid at any time to the City Clerk with interest accrued to December 31st of the payment year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax list of the County and such assessment shall be collected and paid over the same manner as other municipal taxes.

Passed by the Austin City Council this 17th day of March, 2025.

YEAS

NAYS

ATTEST:

City Recorder

Mayor

APPROVED:

61 Extra Days
Fund - 49000.4204
Code: /49ASSESS

Street and Sidewalk Improvements
21st Avenue SW
Project 25102

Resolution No.
Interest at 5.75% starting November 1, 2025
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.115.1440	STANLEY D & MARILYN SABIN	Lot 1	10	Martin Bustad 1st	\$7,877.97
34.115.1450	BRANDON D & AMANDA J HEMRY	Lot 2	10	Martin Bustad 1st	\$8,102.63
34.115.1460	KAREN I WEIS	Lot 3	10	Martin Bustad 1st	\$7,118.45
34.115.1470	KELLI M KYLE	Lot 4	10	Martin Bustad 1st	\$8,861.36
34.115.1480	STEPHANIE L SCHROEDER	Lot 5	10	Martin Bustad 1st	\$6,482.84
34.115.1490	JUDY A NELSON	Lot 6	10	Martin Bustad 1st	\$6,678.72
34.115.1500	RONALD C CLARK	Lot 7	10	Martin Bustad 1st	\$6,674.72
34.115.1510	ERIC V HERENDEEN & DAMITA CROUSE	Lot 8	10	Martin Bustad 1st	\$6,482.84
34.115.1520	SANDRA LINDQUIST	Lot 9	10	Martin Bustad 1st	\$6,482.84
34.115.1530	SANDRA LINDQUIST	Lot 10	10	Martin Bustad 1st	\$0.00
34.115.1631	CITY OF AUSTIN	Lots 1-9 - South Grove Park	11	Martin Bustad 1st	\$0.00
34.115.1340	BEAUTIFUL SAVIOR LUTHERAN CHURCH	S. 5' Lot 2, Lots 3 thru 7, & Lot 8 exc N. 34.96' measured from NW corner	9	Martin Bustad 1st	\$12,083.42
34.115.1260	ROBERT M & DIANA WANGSNESS	Lot 7	8	Martin Bustad 1st	\$8,431.14

61 Extra Days
Fund - 49000.4204
Code: /49ASSESS

Street and Sidewalk Improvements
21st Avenue SW
Project 25102

Resolution No.
Interest at 5.75% starting November 1, 2025
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.115.1250	LEWIS KELLY	Lot 6	8	Martin Bustad 1st	\$1,893.24
34.115.1140	ALLAN J & LAURIE GREIBROK	Lot 8	7	Martin Bustad 1st	\$1,377.09
34.115.1130	SON TRAN	Lot 7	7	Martin Bustad 1st	\$7,740.87
34.115.0990	PEGGY L YOUNG	Lot 10	6	Martin Bustad 1st	\$7,742.94
34.115.0980	PEH BYAR	Lot 9	6	Martin Bustad 1st	\$7,742.94
34.115.0810	JAMES E & CHERYL EPLEY	Lot 10	5	Martin Bustad 1st	\$10,238.29
34.115.0800	SAI BUREE BPL & KAR MEH	Lot 9	5	Martin Bustad 1st	\$1,205.04
					Total \$123,217.35

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

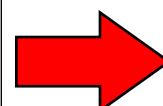
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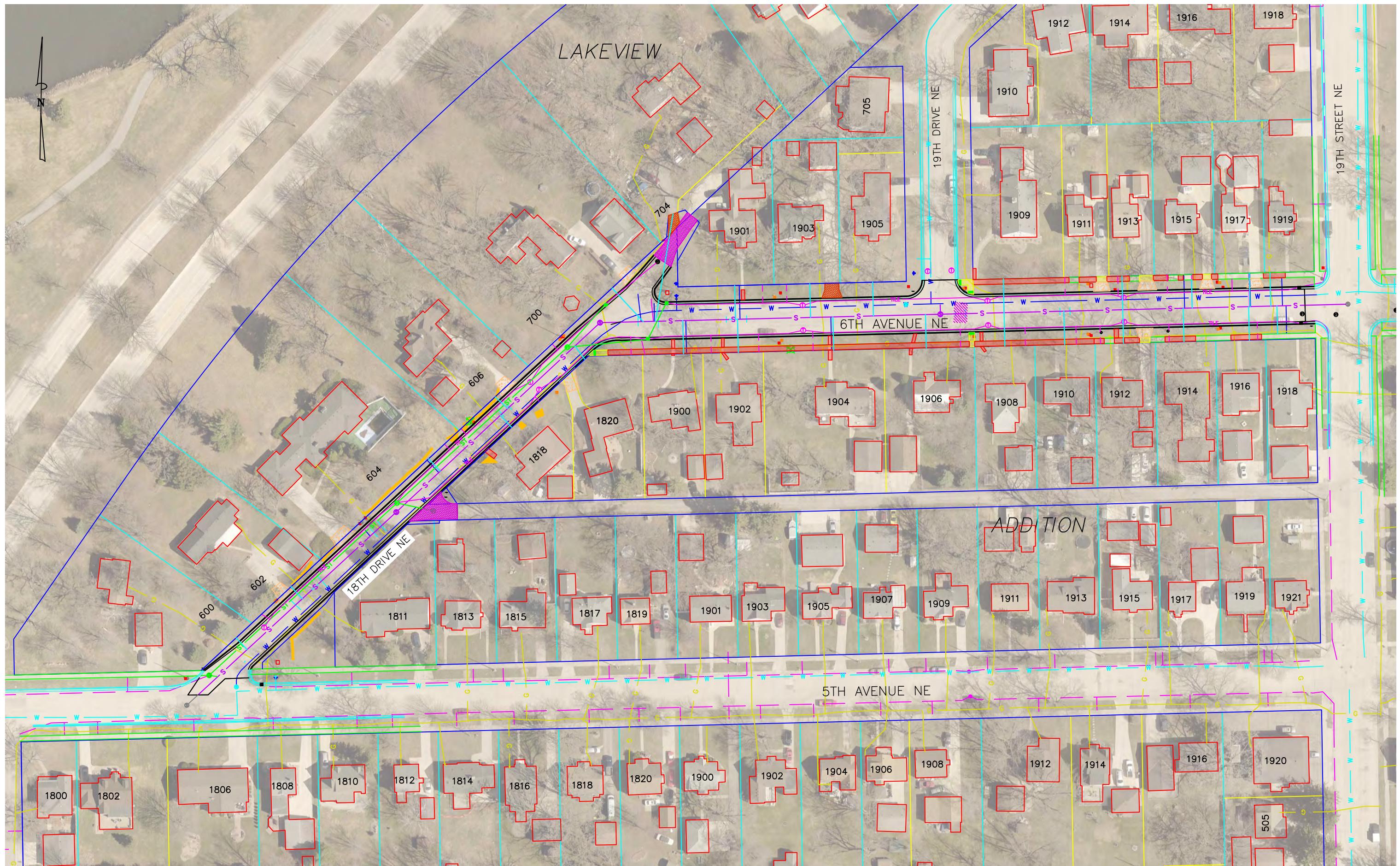
For any other questions please contact:

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

Scan here to visit the
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6TH AVENUE N.E./18TH DRIVE N.E.



City of Austin
Street/Sidewalk Reconstruction Assessment Rates

Land Use	Year	Sidewalk*		Concrete Curb & Gutter (Linear Foot)	Street Reconstruction Urban (Linear Foot)	Mill & Overlay (Linear Foot per inch)
		4" Thick (Square Foot)	6" Thick (Square Foot)			
Residential	2013	\$3.60	\$4.60	\$11.00	\$40.00	
	2014	\$4.00	\$5.00	\$12.00	\$41.50	
	2015	\$4.10	\$5.50	\$12.50	\$42.75	
	2016	\$4.25	\$5.75	\$13.00	\$43.00	
	2017	\$4.75	\$6.25	\$14.00	\$44.00	
	2018	\$5.25	\$7.00	\$15.00	\$45.25	
	2019	\$5.25	\$7.50	\$16.50	\$46.75	
	2020	\$6.00	\$8.50	\$17.33	\$49.09	
	2021	\$6.50	\$9.00	\$18.00	\$52.51	\$5.35
	2022	\$6.75	\$9.25	\$19.50	\$56.18	\$6.35
	2023	\$6.75	\$9.25	\$20.00	\$60.11	\$6.79
	2024	\$7.00	\$10.00	\$21.00	\$64.32	\$7.25
	2025	\$7.50	\$11.00	\$22.50	\$68.82	\$7.75
Commercial	2013	\$3.60	\$4.60	\$11.00	\$57.25	
	2014	\$4.00	\$5.00	\$12.00	\$59.50	
	2015	\$4.10	\$5.50	\$12.50	\$61.25	
	2016	\$4.25	\$5.75	\$13.00	\$61.75	
	2017	\$4.75	\$6.25	\$14.00	\$63.00	
	2018	\$5.25	\$7.00	\$15.00	\$64.75	
	2019	\$5.25	\$7.50	\$16.50	\$66.75	
	2020	\$6.00	\$8.50	\$17.33	\$70.09	
	2021	\$6.50	\$9.00	\$18.00	\$74.97	\$6.64
	2022	\$6.75	\$9.25	\$19.50	\$80.22	\$7.88
	2023	\$6.75	\$9.25	\$20.00	\$85.84	\$8.43
	2024	\$7.00	\$10.00	\$21.00	\$91.85	\$9.00
	2025	\$7.50	\$11.00	\$22.50	\$98.28	\$9.75

* Rate associated with street projects only.

** Rates for standalone sidewalk projects will be based on actual construction costs.

Example 2025			
Street Assessment Amounts			
Lot Frontage	Residential	Commercial	Sidewalk
50	\$3,441.00	\$4,914.00	\$1,998.75
75	\$5,161.50	\$7,371.00	\$2,998.13
100	\$6,882.00	\$9,828.00	\$3,997.50
125	\$8,602.50	\$12,285.00	\$4,996.88



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.

RESOLUTION NO.

**RESOLUTION DECLARING COST TO BE ASSESSED
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT**

WHEREAS, the City Council has approved the project for 6th Avenue NE (18th Drive NE to 19th Street NE) & 18th Drive NE (5th Avenue NE to 6th Avenue NE)

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

1. The portion of the cost to be assessed against the benefited property owners is declared to be \$900,000.
2. Assessments shall be payable in equal annual principal installments extending over a period of fifteen (15) years, the first of the installments to be payable on or before the first Monday in January, 2026, and shall bear interest at the rate of 5.75% per annum from November 1, 2025.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the City Clerk's Office for public inspection.
4. The City Recorder shall upon completion of such proposed assessment, notify the Council thereof.

Passed by the Austin City Council this 17th day of March, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed on all objections to the proposed assessment for the following local improvement:

6th Avenue NE (18th Drive NE to 19th Street NE)
18th Drive NE (5th Avenue NE to 6th Avenue NE)

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

1. Such proposed assessment, a copy which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement and the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual principal installments extending over fifteen (15) years, the first of the installments to be payable on the first Monday in January 2026 and shall bear interest at the rate of 5.75 percent per annum. The first installment shall be added interest on the entire assessment from November 1, 2025 until December 31, 2026. To each subsequent installment when due shall be added interest one (1) year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, except that no interest shall be charged if the entire assessment is paid by October 31st of the assessing year. The remaining principal balance may be paid at any time to the City Clerk with interest accrued to December 31st of the payment year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax list of the County and such assessment shall be collected and paid over the same manner as other municipal taxes.

Passed by the Austin City Council this 17th day of March, 2025.

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor

61 Extra Days
Fund - 49000.4204
Code: /49ASSESS

Street and Sidewalk Improvements
6th Ave 18th Drive NW
Project 25106

Resolution No.
Interest at 5.75% starting November 1, 2025
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.390.0490	DANIEL D HANSON	Lot 16	4	Lakeview Addition	\$3,503.04
34.390.0500	CYNTHIA JACOBSON	Approx W. 158.75' Lot 17 exc W.16'	4	Lakeview Addition	\$16,010.22
34.390.0520	BARBARA SCHAEFER	Approx E. 50' Lot 17 & W. ½ Lot 18 exc approx W. 15.25' E. 40.25' S. 62.91' Lot 17	4	Lakeview Addition	\$6,397.51
34.390.0530	DEREK J & BRITTANY A KILBY	E ½ Lot 18 & Lot 19 exc E ½	4	Lakeview Addition	\$4,096.17
34.390.0540	CHRISTINE M FETT	E ½ Lot 19 & W ½ Lot 20	4	Lakeview Addition	\$4,091.35
34.390.0550	NYADOL K CHOL	Lot 21 & E. ½ Lot 20 & W. ½ Lot 22	4	Lakeview Addition	\$8,191.64
34.390.0560	STEVEN J & KRISTINE E ENGMAN	Lot 22 exc W. ½ & Lot 23	4	Lakeview Addition	\$6,139.43
34.390.0570	RONALD W HANSON	Lot 24	4	Lakeview Addition	\$4,096.17
34.390.0580	MICHAEL J & JULIE A DIAZ (PROPERTY OWNER)	Lot 25	4	Lakeview Addition	\$4,091.35
34.390.0590	MATTHEW J STURM	Lot 26	4	Lakeview Addition	\$5,740.48

61 Extra Days
Fund - 49000.4204
Code: /49ASSESS

Street and Sidewalk Improvements
6th Ave 18th Drive NW
Project 25106

Resolution No.
Interest at 5.75% starting November 1, 2025
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.390.0600	JOSEPH T & LACEY L MORSE	Lot 27	4	Lakeview Addition	\$5,330.58
34.390.0610	MICHAEL I HOLTON	Lot 28	4	Lakeview Addition	\$4,585.19
34.390.0620	ANN EDWARDS ETAL	Lot 29	4	Lakeview Addition	\$0.00
34.390.0190	FRANCISCO HERNANDEZ SANCHEZ	Lot 1 & S ½ vacated alley adj	2	Lakeview Addition	\$919.43
34.390.0200	JASON ISELI	Lot 2 & S ½ vacated alley adj	2	Lakeview Addition	\$3,505.87
34.390.0210	CHARLES E & JOANN DRAEGER	Lot 3 & S ½ OF alley adj on north	2	Lakeview Addition	\$6,001.65
34.390.0230	MORRIS SOE	E. 44.62' Lot 4, & S ½ vacated alley adj	2	Lakeview Addition	\$4,768.27
34.390.0220	ANDREA L NELSON	LOT 4 exc E. 44.62' & E ½ Lot 5, & S ½ vacated alley adj	2	Lakeview Addition	\$4,716.43
34.390.0240	SARAH L & ROBERT WOLFE III	W. ½ of Lot 5 & Lot 6, & S. ½ vacated alley adj	2	Lakeview Addition	\$3,567.77
34.390.0300	CODEY FARRELL	Lot 1 exc N. 15'	3	Lakeview Addition	\$0.00

61 Extra Days
Fund - 49000.4204
Code: /49ASSESS

Street and Sidewalk Improvements
6th Ave 18th Drive NW
Project 25106

Resolution No.
Interest at 5.75% starting November 1, 2025
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.390.0310	CYNTHIA S & RICHARD J HINGEVELD	Lot 2	3	Lakeview Addition	\$4,487.75
34.390.0320	RICHARD N MOORE	Lot 3, & S. 19' E. 158.5' Lot 7 Blk 1	3	Lakeview Addition	\$6,522.76
34.390.0060	MICHAEL & MICHELLE COMPTON	Lot 7 exc S. 19' E. 158.5' BK 279-271	1	Lakeview Addition	\$1,497.52
34.390.0050	ARTHUR D VOLSTAD	Lot 6	1	Lakeview Addition	\$10,247.02
34.390.0040	WILLIAM R HOLDER ET UX	Lot 5	1	Lakeview Addition	\$8,490.03
34.390.0030	SHAWNA SWANK	Lots 3 & 4	1	Lakeview Addition	\$16,989.17
34.390.0020	JOHN T KISHLINE	Lot 2	1	Lakeview Addition	\$8,490.03
34.390.0010	JOHN WITTKOPP & SUSAN M ROCKERS-WITTKOPP	Lot 1	1	Lakeview Addition	\$0.00
				Total	\$152,476.83

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

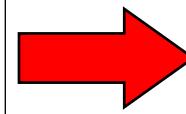
Once work begins, weekly project updates are posted on the City of Austin construction website and via text message.

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

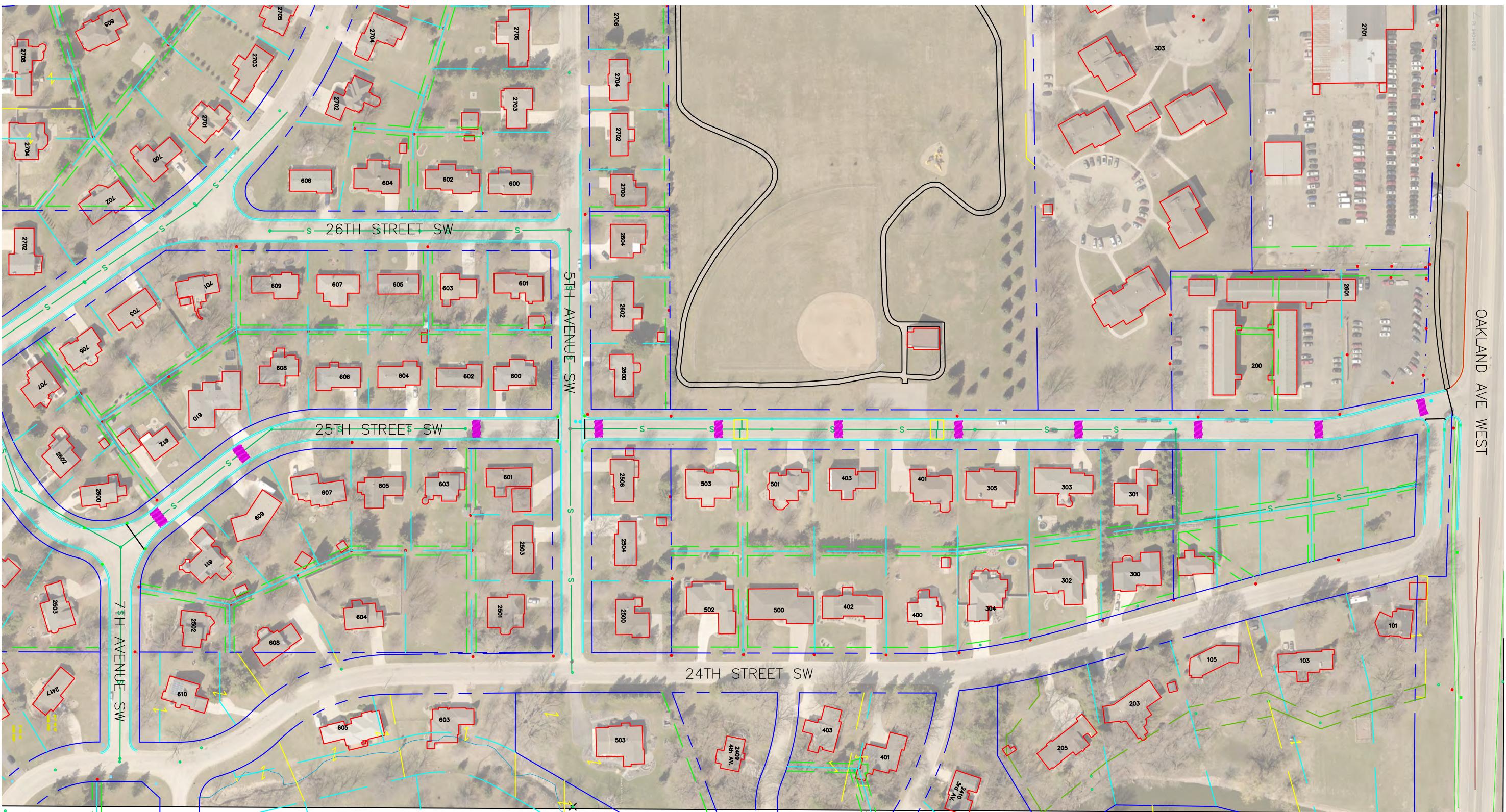
For any other questions please contact:

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.



City of Austin
Street/Sidewalk Reconstruction Assessment Rates

Land Use	Year	Sidewalk*		Concrete Curb & Gutter (Linear Foot)	Street Reconstruction Urban (Linear Foot)	Mill & Overlay (Linear Foot per inch)
		4" Thick (Square Foot)	6" Thick (Square Foot)			
Residential	2013	\$3.60	\$4.60	\$11.00	\$40.00	
	2014	\$4.00	\$5.00	\$12.00	\$41.50	
	2015	\$4.10	\$5.50	\$12.50	\$42.75	
	2016	\$4.25	\$5.75	\$13.00	\$43.00	
	2017	\$4.75	\$6.25	\$14.00	\$44.00	
	2018	\$5.25	\$7.00	\$15.00	\$45.25	
	2019	\$5.25	\$7.50	\$16.50	\$46.75	
	2020	\$6.00	\$8.50	\$17.33	\$49.09	
	2021	\$6.50	\$9.00	\$18.00	\$52.51	\$5.35
	2022	\$6.75	\$9.25	\$19.50	\$56.18	\$6.35
	2023	\$6.75	\$9.25	\$20.00	\$60.11	\$6.79
	2024	\$7.00	\$10.00	\$21.00	\$64.32	\$7.25
	2025	\$7.50	\$11.00	\$22.50	\$68.82	\$7.75
Commercial	2013	\$3.60	\$4.60	\$11.00	\$57.25	
	2014	\$4.00	\$5.00	\$12.00	\$59.50	
	2015	\$4.10	\$5.50	\$12.50	\$61.25	
	2016	\$4.25	\$5.75	\$13.00	\$61.75	
	2017	\$4.75	\$6.25	\$14.00	\$63.00	
	2018	\$5.25	\$7.00	\$15.00	\$64.75	
	2019	\$5.25	\$7.50	\$16.50	\$66.75	
	2020	\$6.00	\$8.50	\$17.33	\$70.09	
	2021	\$6.50	\$9.00	\$18.00	\$74.97	\$6.64
	2022	\$6.75	\$9.25	\$19.50	\$80.22	\$7.88
	2023	\$6.75	\$9.25	\$20.00	\$85.84	\$8.43
	2024	\$7.00	\$10.00	\$21.00	\$91.85	\$9.00
	2025	\$7.50	\$11.00	\$22.50	\$98.28	\$9.75

* Rate associated with street projects only.

** Rates for standalone sidewalk projects will be based on actual construction costs.

Example 2025			
Street Assessment Amounts			
Lot Frontage	Residential	Commercial	Sidewalk
50	\$3,441.00	\$4,914.00	\$1,998.75
75	\$5,161.50	\$7,371.00	\$2,998.13
100	\$6,882.00	\$9,828.00	\$3,997.50
125	\$8,602.50	\$12,285.00	\$4,996.88



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.

RESOLUTION NO.

**RESOLUTION DECLARING COST TO BE ASSESSED
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT**

WHEREAS, the City Council has approved the project for 25th Street SW (Oakland Avenue West to 7th/8th Avenue SW)

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

1. The portion of the cost to be assessed against the benefited property owners is declared to be \$200,000.
2. Assessments shall be payable in equal annual principal installments extending over a period of fifteen (15) years, the first of the installments to be payable on or before the first Monday in January, 2026, and shall bear interest at the rate of 5.75% per annum from November 1, 2025.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the City Clerk's Office for public inspection.
4. The City Recorder shall upon completion of such proposed assessment, notify the Council thereof.

Passed by the Austin City Council this 17th day of March, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed on all objections to the proposed assessment for the following local improvement:

25th Street SW (Oakland Avenue West to 7th/8th Avenue SW)

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

1. Such proposed assessment, a copy which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement and the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual principal installments extending over fifteen (15) years, the first of the installments to be payable on the first Monday in January 2026 and shall bear interest at the rate of 5.75 percent per annum. The first installment shall be added interest on the entire assessment from November 1, 2025 until December 31, 2026. To each subsequent installment when due shall be added interest one (1) year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, except that no interest shall be charged if the entire assessment is paid by October 31st of the assessing year. The remaining principal balance may be paid at any time to the City Clerk with interest accrued to December 31st of the payment year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax list of the County and such assessment shall be collected and paid over the same manner as other municipal taxes.

Passed by the Austin City Council this 17th day of March, 2025.

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor

61 Extra Days
Fund - 49000.4204
Code: /49ASSESS

Street and Sidewalk Improvements
25th Street SW
Project 25107

Resolution No.
Interest at 5.75% starting November 1, 2025
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.485.0050	GERALD D & LENORA MALLORY	Lot 2	2	NOB HILL 1ST	\$1,309.44
34.485.0060	TIMOTHY P & ELLEN K GERBER	Lot 3	2	NOB HILL 1ST	\$1,546.13
34.485.0070	JASON & TRISHA BLASER	Lot 4	2	NOB HILL 1ST	\$1,646.10
34.485.0080	LINDA EHMKE	Lot 5	2	NOB HILL 1ST	\$1,162.50
34.485.0090	LESLIE L & BETTY SHAW	Lot 6	2	NOB HILL 1ST	\$1,162.50
34.485.0100	BLAKE HUBLEY	Lot 7	2	NOB HILL 1ST	\$145.31
34.485.0030	SHIRLEY M BRANDT TRUST	Lot 3	1	NOB HILL 1ST	\$127.18
34.765.0080	GREGORY G ERSTAD ET UX	Lot 8	1	WESTERN MANOR 2ND REPLAT	\$1,388.26
34.765.0090	ROBERT L & SANDRA HAEDT	Lot 9	1	WESTERN MANOR 2ND REPLAT	\$1,388.14
34.765.0100	JAMES R & KATHRYN E SCHULSTAD	Lot 10	1	WESTERN MANOR 2ND REPLAT	\$1,388.37

61 Extra Days
Fund - 49000.4204
Code: /49ASSESS

Street and Sidewalk Improvements
25th Street SW
Project 25107

Resolution No.
Interest at 5.75% starting November 1, 2025
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.765.0110	SHANON K SHODEN & JOHN C SHODEN	Lot 11	1	WESTERN MANOR 2ND REPLAT	\$1,388.14
34.765.0120	GERALD K & JEANNINE KELLOGG	Lot 12	1	WESTERN MANOR 2ND REPLAT	\$1,388.14
34.765.0130	DAVID A MOON	Lot 13	1	WESTERN MANOR 2ND REPLAT	\$1,388.26
34.765.0140	SEH MEH	Lot 14	1	WESTERN MANOR 2ND REPLAT	\$1,387.79
34.786.0010	HOUSING & REDEVELOPMENT AUTHORITY	Lot 1	1	WESTRIDGE ESTATES	\$841.42
34.786.0020	RYAN A HENDERSON	Lot 2	1	WESTRIDGE ESTATES	\$842.12
34.786.0030	RONALD JOHN WIESELER SR	Lot 3	1	WESTRIDGE ESTATES	\$994.52
34.786.0040	RONALD J WIESELER	Lot 4	1	WESTRIDGE ESTATES	\$977.20
34.786.0050	RONALD JOHN WIESELER SR	Lot 5	1	WESTRIDGE ESTATES	\$1,046.13
34.591.0010	RONALD JOHN WIESELER SR	Lot 1	1	PINE MANOR ADDITION	\$1,607.62

61 Extra Days
Fund - 49000.4204
Code: /49ASSESS

Street and Sidewalk Improvements
25th Street SW
Project 25107

Resolution No.
Interest at 5.75% starting November 1, 2025
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.591.0020	RONALD JOHN WIESELER SR	Lot 2	1	PINE MANOR ADDITION	\$3,296.15
34.760.0010	WM AUSTIN LLC	Lot 1	1	WESTERN MANOR ADDITION	\$2,599.47
34.875.0150	CITY OF AUSTIN	S611.78FT E807.6FT N1/2 SE1/4, EXC .14 AC NW COR SHIRLEY THEIL MEMORIAL	NULL	NULL	\$0.00
34.485.0400	JAY O AND GENELY S WANGEN	Lot 1	5	NOB HILL 1ST	\$84.05
34.485.0330	MIRIAM E LUEHMANN	Lot 12	4	NOB HILL 1ST	\$0.00
34.485.0340	JESSE & MARY HYLAND LIVING TRUST	Lot 13	4	NOB HILL 1ST	\$1,162.50
34.485.0350	RYAN MCCORMACK	Lot 14	4	NOB HILL 1ST	\$1,162.73
34.485.0360	JEFFREY D & CINDY K HALLIDAY	Lot 15	4	NOB HILL 1ST	\$1,162.50
34.485.0370	LINDA K SHEELY	Lot 16	4	NOB HILL 1ST	\$1,162.50
34.485.0380	MARYA BRENDEL LUNDQUIST	Lot 17	4	NOB HILL 1ST	\$1,168.78

61 Extra Days
Fund - 49000.4204
Code: /49ASSESS

Street and Sidewalk Improvements
25th Street SW
Project 25107

Resolution No.
Interest at 5.75% starting November 1, 2025
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.485.0390	DAVID K GUCKEEN	Lot 18	4	NOB HILL 1ST	\$1,162.50
34.485.0220	CORY R GONSALLUS & NICOLE M ANDERSON	Lot 1	4	NOB HILL 1ST	\$716.80
					Total \$36,803.24

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: March 8, 2025
Subject: Ordinance Revisions,
Point of Sale Sump Pump Inspection
Point of Sale Sanitary Sewer Service Inspection
Fat, Oil and Grease Inspection & Maintenance

Attached for Council consideration are ordinance revisions amending Chapter 3 of the City Code consisting of the following:

- Clarifying and updating definitions related to Fats, Oils, and Greases
- Clarifying standards for old building sewers
- Allowing for adjustment of surcharge rates
- Requiring a compliance certificate at each point of sale.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF AUSTIN, MINNESOTA
AMENDING CHAPTER 3 OF THE CITY CODE CLARIFYING AND
UPDATING DEFINITIONS RELATED TO FATS, OILS AND GREASES;
CLARIFYING STANDARDS FOR OLD BUILDING SEWERS;
ALLOWING FOR ADJUSTMENT OF SURCHARGE RATES;
AND REQUIRING A COMPLIANCE CERTIFICATE AT EACH POINT OF SALE**

The Council of the City of Austin does ordain:

Edits: Deletions are in ~~STRIKE THROUGH~~. Additions are UNDERLINED.

Section 3.30, Subd. 1(N) shall be revised as follows:

N. **FLOATABLE OIL**. Oil, fat or grease **FOG (Fat, Oil, Grease)-Fat, oil, grease** in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A Wastewater shall be considered free of FOG if it is properly pretreated and the wastewater does not interfere with the collection system.

Section 3.30, Subd. 4(D) shall be revised as follows:

D. Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the approving authority, to meet all requirements of this section. Old building sewers shall be free of the following: joint degradation, as evidence by root intrusions and mineral staining, scaling and deposits; prohibited discharges or connections as defined in Subpart G below, misaligned joints obstructing the flow of wastewater causing blockages, exfiltration of the intrusion of roots or minerals; or holes, cracks or fractures, collapses or other structural defects. Additionally, sections defined as Building Drain which are from the inner wall to outside of the building shall meet the criteria above and all Connections to the public collection system.

Section 3.30, Subd. 5(D)(1) shall be revised as follows:

1. Wastewater from industrial plants containing floatable oil, fat or grease (FOG), in excess of concentrations permitted by the approving authority; discharges of FOG from food service establishments (FSEs) are regulated per Subdivision 15 below.

Section 3.30, Subd. 5(F) shall be revised as follows:

F. For industrial users - Grease, oil FOG and sand interceptors shall be provided when, in the opinion of the approving authority, they are necessary for the proper handling of liquid wastes containing floatable grease FOG in excessive amounts, as specified in Subpar. D, Item 3 Item 1 hereof, or any flammable wastes, sand or other harmful ingredients, except that the interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the approving authority and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the owner(s) shall be

responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the approving authority. Any removal and hauling of the collected materials not performed by owner's personnel must be performed by currently licensed waste disposal firms.

Section 3.30, Subd. 7(A) shall be revised as follows:

- A. Duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing pertinent to discharge to any public sewer or natural outlet in accordance with the provisions of this section. Sampling pertaining to industry will reflect the number of days an industry is not operating as well as the days in operation and discharging waste to a public sewer. The owner of any dwelling, building, or other structure shall have a period of 30 days from the date the city sends a written notice to the owner requesting admittance to the owner's property for an inspection, to either allow a city inspection of the property, or to contract with a licensed plumber to perform the inspection, and notify the city of the results thereof. Such inspection, whether performed by the city inspector, or by the licensed plumber hired by the property owner, shall be completed within said 30 day period. Upon completion of a city inspection of a property, or upon the city's receipt of an inspection form from the licensed plumber hired by the owner of the property. If the city has determined that any such property is improperly discharging storm water into the city sanitary sewer system, or the building sewer condition shall be compliant as defined in § 3.30, Subd. 4, Subpart D then the owner shall have a period of 90 days from the date the city sends such written notice to the owner, to obtain a plumbing permit, and to disconnect the owner's sump pump or other prohibited discharge into the city sanitary sewer system, and to request re-inspection, certifying that all work necessary to disconnect the owner's sump pump or other prohibited discharge from said property into the city sanitary sewer system has been completed. All work that is necessary to comply with the provisions of this division which requires the issuance of any plumbing, building, or other permit under this code shall be inspected by the city inspection services division for compliance with all applicable city code requirements. If owner leases the subject property, owner has a duty to provide these notices to every tenant of the property. No lease or other contract purporting to shift maintenance or repair obligations to a tenant shall relieve owner's obligations to the city to comply with these regulations. Tenants in any property within the city have an obligation to cooperate with the owner and the city, utilities and their designees with respect to the completion of any required inspections or necessary modifications.

Section 3.30, Subd. 9(B)(10) shall be revised as follows:

10. **I/I Surcharge** = Any owner who fails to comply with the requirements of this code relating to prohibited clear water discharge to sanitary sewer shall pay a monthly surcharge on the property owner's city sewer bill in the amount of \$100 per month set by City Council annually. Said surcharge shall commence on the first day of the month following the expiration of the 30 day period set forth for inspections, or the 90 day period set forth for correction of deficiencies, as applicable, when either the property owner has failed to timely allow a city inspection or has failed to timely correct any illegal connections to the city sanitary sewer system. Such surcharge shall

continue to be imposed on the owner's city sanitary sewer bill for as long as the property owner continues to own the property without complying with the requirements of this code. This monthly surcharge is intended to offset the added cost to the city associated with having the city wastewater collection, conveyance, and treatment system process clear or clean water (Inflow/Infiltration) unnecessarily, when the status of the property owner's connection or non-connection to the city sanitary sewer system cannot be ascertained, or when the owner has failed to timely disconnect any discharge of storm water to the city sanitary sewer system.

A new Section 3.30, Subds. 14-15 are hereby adopted as follows:

Subd. 14 Point of Sale Inflow / Infiltration compliance

- A. No person shall sell, give or transact a change in title or property ownership of real property with one or more buildings or structures that is connected to the public sewer, without first obtaining a Certificate of Inflow / Infiltration (I/I) Compliance from the city
- B. The applicant for a Certificate of I/I Compliance is responsible for completing an inspection of the property after making application and payment of fees. The inspection shall determine if the property has any prohibited discharges and if a sump pump exists that is properly installed as stated in § 3.30, Subd. 4, Subpart G. The existing building sewer shall be inspected to determine if it is in accordance with § 3.30, Subd. 4, Subpart D.
- C. A licensed plumber shall complete the inspection requirement. The plumber must inspect the property's sump pump and building sewer, and upon completion, return an inspection form provided by the city documenting the results of the inspection. The building sewer inspection shall also include the portion of the building drain which is from inner face of the building wall to the connection. The date-stamped video record shall be submitted to the city and reviewed and approved by the city for assessment of compliance with this section. All costs associated with an inspection by a privately retained plumber shall be the responsibility of the property owner.
- D. Compliance and Expiration
 1. Upon inspection, when the property use is in accordance with city sanitary sewer services regulations, a Certificate of I/I Compliance will be issued by the city.
 2. A Certificate of I/I Compliance is valid to be used for the transfer of property. A new certificate is required for every transfer of property. The building sewer inspection portion is valid for 10 years from the date of issuance and may be reused.
- E. Corrections
 1. Upon written notification that the property is not in compliance with this division, The property owner shall have a period of 90-days to complete all work that is necessary to comply with the provisions of this section which requires the issuance of any plumbing, building, or other permit under this code shall be inspected by the city inspection services division for compliance with all applicable city code requirements.

2. The City may issue a correction notice, as requested, permitting the transfer of the property without completing the corrections providing:
 - i. An agreement by the new owner or new owner's representative has been executed with the city, whereby the new owner or new owner's representative agrees to complete corrections to the property necessary to bring it within compliance of this division within 180 days of the transfer of property.
 - ii. The seller shall provide proof to the city that funds were placed in an escrow account at closing to cover the required repairs. The security shall be placed in an escrow with a licensed real estate closer, licensed attorney-at-law or a federal or state chartered financial institution. The amount escrowed shall be equal to 110 percent of a written estimate to correct the building sewer, drain, and/or connection by a licensed and certified installer. This escrow requirement may be waived if the property contains a principal structure that will be demolished and the agreement referenced in paragraph (i) above includes an acknowledgment by the new owner that the demolition and reconstruction will result in the requirement for a new building sewer.
 - iii. The owner (or seller) or owner's representative involved in the transaction are responsible for disclosing the correction notice to the buyer and all other persons or entities involved in the transaction. The responsibility for repairing any nonconformance with the building sewer, drain and/or connection regulations runs with the land and not only rests with the owner or seller but is also an obligation of the buyer of the property. If repairs are not completed within one year of the first inspection, the inspection becomes invalid and the process starts again, which includes paying the applicable inspection fee.
3. Penalties –A monthly I/I surcharge as listed in § 3.30, Subd. 9, will be issued to any owner who fails to comply with the section.

Subd. 15 Discharges of Fats, Oil and Grease

- A. Purpose and Scope -The purpose of this subdivision shall be to aid in the prevention of sanitary sewer blockages and obstructions from contribution and accumulation of fats, oil, and grease (FOG) into the sanitary sewer system. Such discharges from licensed food service establishments (FSEs), where FOG of vegetable or animal origin are discharged directly or indirectly into the public sewer can contribute to line blockages and/or backups. This subdivision shall apply to all FSEs that are located within the limits of the city. FSEs located outside the city limits that receive sanitary sewer service from the wastewater utility or that discharge any liquids or solids into the public sewer shall be required to comply with this subdivision as a condition of continuing service. Industrial users shall be regulated per Subdivision 5, Subpart D.
- B. Definitions -The following words, terms and phrases, when used in this subdivision, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. **BEST MANAGEMENT PRACTICES (BMPS)** means the schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. For purposes of this subdivision, best management practices include procedures and practices that reduce the discharge of fat, oil, and grease (FOG) to the building sewer and to the POTW.
2. **EFFECTIVE DATE** means the date set forth in the ordinance creating and enacting this subdivision upon which the regulatory provisions of this subdivision take effect.
3. **FOOD SERVICE ESTABLISHMENT (FSE)** means an operation or enterprise subject to licensure by the Minnesota Department of Health, Minnesota Department of Agriculture, or other state-licensed agencies, or an establishment that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption.
4. **DESIGN LIQUID DEPTH** means the depth of liquid in the tank when it is at the normal operating level.
5. **GRAVITY GREASE INTERCEPTOR** means a grease interceptor identified by volume, retention time, and gravity separation. For purposes of this subdivision, a gravity grease interceptor has a minimum volume of 1,000 gallons, minimum two-compartment tank, and is typically located underground, usually outside of a building, that reduces the amount of FOG in wastewater prior to its discharge into the POTW.
6. **GREASE INTERCEPTOR** means a device designed and installed to separate and retain fats, oils, and grease from normal wastes while permitting normal sewage or liquid wastes to discharge into the drainage system by gravity.
7. **MANAGER** means the City of Austin Public Works Director, or their designee.
8. **NONROUTINE INSPECTION** means an impromptu, unscheduled inspection of an FSE made without prior notification or arrangement.
9. **PERSON** means an individual, partnership, joint venture, firm, company, corporation, association, joint stock company, governmental entity, trust, estate, sole proprietorship, or legal entity of any kind or character.
10. **PUBLICLY OWNED TREATMENT WORKS (POTW)** means the publicly owned treatment works that is comprised of the sanitary sewer system, including treatment plant and collection infrastructure, operated by the city's public works department.
11. **ROUTINE INSPECTION** means an inspection of an FSE which is scheduled in advance or according to a pre-arranged schedule.

C. **Grease interceptors.**

1. Waste pretreatment that complies with this subdivision is required before an FSE may discharge fats, oils, or grease into the POTW.
2. Except as otherwise provided in this section, any FSE shall discharge all greasy waste from fixtures or sources in food preparation or cleanup areas, including floor drains, trough drains, floor sinks, mop sinks, pre-rinse sinks, and three-compartment (scullery) sinks, through which fats, oils, or grease may be discharged into the POTW into a properly maintained and functioning grease interceptor that complies with the installation and sizing requirements of the plumbing code as adopted by the state and in compliance with this subdivision.
 - i. When a gravity grease interceptor is installed, the discharge from commercial dishwashers, garbage disposals, and prep sinks shall also flow into the gravity grease interceptor.
 - ii. Commercial dishwashers not discharging into a gravity grease interceptor shall have an associated three-compartment (scullery) sink installed to allow for the collection of greasy waste.
 - iii. Garbage disposals or food grinders are prohibited in new construction or renovation of a structure designed to house an FSE with a hydromechanical grease interceptor.
3. Except as otherwise provided in this subdivision, new FSEs proposed or constructed after the effective date shall be equipped with a grease interceptor that complies with the requirements of the plumbing code as adopted by the state and this subdivision prior to commencement of any discharge into the POTW.
4. Any permitted construction shall be deemed compliant upon issuance of a certificate of compliance or certificate of occupancy for such construction by the city building official or designee.
5. Except as otherwise provided in this subdivision, existing FSEs that are not equipped with a grease interceptor or that are equipped with a grease interceptor that does not comply with the most recent plumbing code as adopted by the state, shall install a compliant grease interceptor on a date deemed appropriate by the manager after initial inspection of the FSE, when any of the following applies:
 - i. An FSE within a building or facility that exists on the effective date and application is thereafter made for a building or plumbing permit at the FSE.
 - ii. There is a change of ownership of an FSE within a building or facility that exists on the effective date.
 - iii. The FSE discharges necessitate increased maintenance on the POTW to keep stoppages from occurring therein as determined by the manager; or
 - iv. An FSE is not adequately retaining FOG when quantities above FOG discharge limits of 100 milligrams per liter are found by use of an EPA-approved method for testing oil and grease in wastewater.

6. Existing FSEs that are not equipped with a grease interceptor shall pay a monthly surcharge fee as set by City Council annually for additional services required to remove and treat the addition of excessive FOG to the POTW. FSEs that have obtained an exemption for grease interceptor installation; excluding exemptions granted under exemption subpart D.4, are not subject to the surcharge fee until there is a change in operations that affects FOG discharge or until from subpart C.5 applies. FSEs that have obtained an exemption under exemption subpart D.4 are subject to the surcharge fee.

D. Exemption from grease interceptor installation requirement. Any FSE that wishes to be exempt from a grease interceptor installation requirement, must file an exemption form with the manager who has the authority to approve the exemption if:

1. The FSE is in a building or facility that operates multiple FSEs and a common gravity grease interceptor may be installed for the entirety of the building in which the building property owner is therein responsible and liable along with the owner of each FSE served by a grease interceptor for the servicing and maintenance of that grease interceptor; or
2. Only catered meals are distributed and consumed and all dishes, pans, utensils, etc., are removed and cleaned at an approved facility with properly operating and sized grease interceptors; or
3. Only pre-packaged foods are served and no oil, grease, or other products containing grease are washed down sinks or drains; or
4. The FSE demonstrates to the reasonable satisfaction of the manager that installation of a grease interceptor is not feasible due to physical constraints. The manager may grant an exemption allowing the FSE to install alternative treatment technology determined by the manager to be effective at adequately controlling the release of FOG into the public sanitary sewer system. The FSE bears the burden of demonstrating that the installation of a grease interceptor is not feasible.

E. Installation of grease interceptors. Grease interceptors required by this subdivision shall be installed in accordance with the plumbing code as adopted by the State of MN and as follows:

1. Grease interceptors shall be installed at the expense of the building owner or operator of the FSE which is contributing wastewater to the POTW.
2. All wastewater streams containing FOG within FSEs shall be directed into an appropriately sized grease interceptor before discharge to the POTW.
3. Grease interceptors shall be designed, constructed, and installed in accordance with the plumbing code as adopted by the state and in compliance with this subdivision.
4. A plumbing permit and inspection are required for each grease interceptor installation made pursuant to this subdivision. The plumbing inspector shall review all relevant information regarding the rated performance of the grease

interceptor and the building plan and facility site plan for the building and site where the grease interceptor has been installed and shall approve such grease interceptor installation upon determination that the grease interceptor meets all requirements of the plumbing code, as adopted by the state.

5. Gravity grease interceptor installation is preferred over hydromechanical grease interceptors due to lower maintenance costs and better FOG removal as seen through installations at other municipalities with FOG programs. However, the FSE has the option to install the compliant grease interceptor of their choosing and will be required to maintain such as specified in this subdivision.
6. Hydromechanical grease interceptors shall be sized and installed in compliance with the requirements of the plumbing code as adopted by the state and in accordance with this subdivision.
7. Gravity grease interceptors shall be sized and installed in accordance with the requirements of the plumbing code as adopted by the state and in accordance with this subdivision. Gravity grease interceptors shall have a minimum capacity of 1,000 gallons and shall not exceed 3,000 gallons for a single unit. Where a capacity greater than 3,000 gallons is required, several smaller units shall be installed in series. If an FSE wishes to install a gravity grease interceptor smaller than 1,000 gallons or larger than 3,000 gallons, the owner of the FSE must file an exemption form with the manager with sufficient evidence that the interceptor can be cleaned and maintained properly.
8. Gravity grease interceptors shall have access manholes with a minimum diameter of 24 inches over each chamber and sanitary tee. Access manholes shall extend from the gravity grease interceptor to at least the finished surface grade and be designed and maintained to prevent stormwater or surface water inflow and groundwater infiltration. The manholes shall also have readily removable covers to facilitate inspection and grease removal. If an FSE wishes to install a gravity grease interceptor with manhole lids smaller than 24 inches, the owner of the FSE must file an exemption form with the manager with sufficient evidence that the interceptor can be cleaned and maintained properly.
9. Gravity grease interceptors shall be installed on private property and shall not be installed within a public right-of-way or public easement unless an application for a revocable encroachment permit is presented to and approved by the city council.
10. Gravity grease interceptors shall be designed and manufactured in accordance with the plumbing code as adopted by the state and this section. Concrete tank gravity grease interceptors shall be approved by building safety officials and constructed out of concrete with admixtures and/or coatings to decrease problems associated with corrosion or decaying of poured concrete in sanitary sewer applications.
11. Gravity grease interceptors shall be designed, constructed, and installed for adequate AASHTO H-20 vehicle traffic load bearing capacity or greater regardless of installed location for safety purposes.

12. Where gravity grease interceptors are shared by more than one FSE, the building owner shall be the responsible party for record keeping and maintaining of the interceptor.
13. Sewer lines that are not grease-laden, that are not likely to contain FOG, or that contain sanitary wastes shall not be connected to a grease interceptor.

F. Operation, maintenance, and cleaning of grease interceptors.

1. The building owner or operator of an FSE that is required to pass wastewater through a grease interceptor shall operate and maintain the grease interceptor so that wastewater exiting the grease interceptor shall not exceed the discharge limit of 100 milligrams per liter of FOG or cause POTW buildup of FOG.
2. The building owner or operator of the FSE shall cause the grease interceptor to be cleaned as hereinafter required when FOG and solids reach 25 percent of the design liquid depth of the grease interceptor, or sooner if necessary to prevent carry-over of grease from the grease interceptor into the POTW. If, prior to cleaning, FOG and solids have exceeded 25 percent of the design liquid depth in the grease interceptor, cleaning frequency must be increased. At a minimum, all grease interceptors shall be cleaned and inspected at three-month intervals.
3. FSEs that have an extended shutdown of operations or have a minimal discharge of grease may submit to the manager for an exception to clean their grease interceptor at a frequency less often than every three months.
4. All personnel cleaning a grease interceptor must be trained in proper cleaning procedures.
5. Any person who cleans a grease interceptor shall do so in accordance with the following procedures and requirements. The person cleaning the grease interceptor shall:
 - i. Measure and record the depths of solids on the bottom and FOG on the top of the grease interceptor. Also, record the total percent of FOG and solids compared to the design liquid depth.
 - ii. Completely empty and remove the contents (liquids and solids) of all vaults of the grease interceptor and remove the grease mat and scrapings from the interior walls.
 - iii. Dispose of waste and wastewater removed from a grease interceptor at the wastewater utility or at a facility approved for disposal of such waste. Waste and wastewater removed from a grease interceptor shall not be discharged to any public or private sanitary or storm sewer system.
 - iv. Not deposit waste and wastewater removed from a grease interceptor back into the grease interceptor from which the waste or wastewater was removed or into any other grease interceptor for the purpose of reducing the volume of waste and wastewater to be disposed of.

- v. Not introduce enzymes, emulsifying chemicals, hot water or other agents into a grease interceptor to dissolve or emulsify grease or as a grease abatement method. Introduction of bacteria as a grease degradation agent is permitted with prior written approval by the manager.
- vi. Not use an automatic grease removal system to clean a grease interceptor without prior written approval of the manager, and if, the use of an automatic grease removal system is approved, shall operate same in a manner that the grease wastewater discharge limit, as measured from the system's outlet, is consistently achieved.

6. As part of each cleaning of a grease interceptor, the building owner or operator of the FSE, or the licensed waste hauler employed by the building owner or operator, shall perform the following maintenance activities:

- i. Check that the sanitary tees on the inlet and outlet sides of the grease interceptor are not obstructed, loose, or missing.
- ii. Verify that the baffle is secure and in place.
- iii. Inspect the grease interceptor for any cracks or other defects.
- iv. Check that lids are securely and properly seated after completion of cleaning.
- v. Check that the flow restrictor is secure.
- vi. Completely fill out the cleaning and maintenance log sheet provided by the manager and kept at each FSE.

7. The manager may make exceptions to the above requirements or may approve alternative operational requirements or cleaning and maintenance methods, provided that such exceptions or approvals shall be made in writing by the manager.

G. Records and record keeping.

- 1. Required records. The building owner or operator of an FSE which is required to pass wastewater through a grease interceptor shall maintain a written record of grease interceptor maintenance, including a log containing the dates upon which the grease interceptor was inspected and the dates upon which FOG waste and wastewater was removed from the grease interceptor and disposed of along with the percentage of FOG and solids of the design liquid depth. The log shall also contain the location and means of such disposal of waste and wastewater, the name and employer or the person performing each of said tasks and any maintenance issues that required correction. FSE owners shall also record inspection of the grease interceptor to check for maintenance and cleaning issues and keep records in the same log.
- 2. Record keeping. The log shall always be kept and maintained to show a record of

inspections and waste and wastewater removal and disposal for a continuous period of three years. All such records shall be kept secure at the premises of the FSE for a continuous period of three years and shall be made available for nonroutine inspection by the city, the wastewater utility and its operating contractor, or the employees and agents of any of them at any time during normal business hours.

H. Inspection of grease interceptors and related sewers and equipment. The building owner or operator of an FSE which is required to pass its wastewater through a grease interceptor shall allow for an inspection by city personnel at least once a year and shall:

1. Provide, operate, and maintain, at its expense, safe and accessible monitoring facilities for sampling of the wastewater discharged from the grease interceptor or building sewer or internal drainage systems. There shall be ample room in or near such monitoring facility to allow accurate sampling.
2. Allow personnel authorized by the manager or by the city building official or designee, bearing proper credentials and identification, to enter upon or into any building, facility or property housing an FSE at any reasonable time and without prior notification, for the purpose of inspection, observation, measurement, sampling, testing or record review, in accordance with this subdivision.
3. Upon request by the manager, open any grease interceptor for the purpose of confirming that maintenance frequency is appropriate, that all necessary parts of the installation are in place, including, but not limited to, baffles, influent and effluent tees, and that all grease interceptors and related equipment and piping is maintained in efficient operating condition.
4. Accommodate compliance inspections and sampling events by the manager or of the city building official. The manager may conduct routine inspections and sampling events of any FSE. Non-routine inspection and sampling events shall occur more frequently when there is a history of noncompliance with this ordinance and when blockages occur in the city's sanitary sewer system downstream of the FSE.

I. Best management practices. All persons disposing of FOG shall use the following best management practices:

1. Train all kitchen staff on proper fats, oil, and grease management.
2. Scrape dishes and pans or dry wipe before putting them in the sink or dishwasher.
3. Place food scraps from dishes into trashcans and garbage bags and dispose of properly.
4. Never pour grease, oils, oily sauces, syrups, or dressing down the drain.
5. Never hot flush oil and grease down sinks and drains.
6. Dispose of FOG in covered collection containers.
7. Have FOG picked up by a certified hauler for disposal.

8. Allow FOG to cool first before it is skimmed, scraped, or wiped off of all preparation and servicing surfaces.
9. Cover the kitchen sink drain and floor drain with screening and empty debris into the garbage as needed.
10. Recycle used fryer oil.
11. Inspect and clean grease interceptors regularly.
12. Keep records for all FOG related cleaning, maintenance and inspection.
13. Never discharge any material removed from a grease interceptor into the sanitary sewer line.
14. Do not pour chemicals or additives into the grease interceptor.

J. Fees. The manager is hereby authorized under this subdivision to assess and collect fees in the amounts and according to the procedures set forth in this subdivision. The fees provided for in this subpart are separate and distinct and in addition to any other fee assessed by the POTW.

1. Reinspection fees. An FSE that is attempting to gain compliance with an outstanding notice of violation shall pay a reinspection fee, as set by City Council annually, to the City for the first reinspection, additionally an increased reinspection fee as set by City Council for each subsequent (after the first) reinspection needed to confirm that the violation has been corrected. The reinspection fees are in addition to any other enforcement action to compel compliance with this subdivision.
2. Surcharge fees. Any FSE that does not have a grease interceptor installed shall pay a monthly surcharge fee as set by City Council annually for additional services required to remove and treat the addition of excessive FOG to the sewer system. The fee will be assessed on the FSE's monthly utility bill.
3. Exemption application fees. Any FSE that files for an exemption from installation of a grease interceptor must submit an exemption form and all necessary supporting documents along with a one-time exemption application fee as set by City Council by resolution
4. Notice of violation. Any FSE that has been issued a notice of violation shall submit a correction plan to the satisfaction of the manager. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation.
5. Failure to maintain. Grease interceptors shall be inspected, cleaned, maintained, and properly recorded in accordance with the provisions of this subdivision. Any FSE violating this section may be issued an administrative citation under subdivision 8. The administrative civil fine provided in this section is in addition to any other fees.

K. Falsifying information. No person shall knowingly make any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this subdivision. No person shall tamper with or knowingly render inaccurate any monitoring device or method required under this subdivision.

L. Service of notice of violation. Whenever the manager or other city official determines that there are reasonable grounds to believe that there has been a violation of any provisions of this subdivision, they shall give notice of such alleged violation to the person responsible therefor as hereinafter provided. Such notice shall:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations for which the notice is being issued.
4. Specify a reasonable time for the performance of any act it requires; and
5. Be served upon the owner or the operator of the FSE as the case may require. Such notice shall be deemed to be properly served upon such owner, operator, or occupant if personally served on any of them, or if a copy is left at the location of the FSE with a person of suitable age and discretion, or by depositing in the United States Post Office, the notice addressed to the owner at the owner's last-known address with postage prepaid thereon; or if service cannot be made by any one of the above means then such notice shall be deemed served if a copy of such notice is posted and kept posted for 48 hours in a conspicuous place on the premises affected by such notice. Such notice may contain an outline of remedial actions, which, if taken, will affect compliance with the provisions of this subdivision.

M. Violations.

1. No owner or operator of an FSE shall, except when an exception has been granted by the manager, do any of the following:
 - i. Operate an FSE without a compliant grease interceptor.
 - ii. Fail to maintain the grease interceptor as required by this subdivision.
 - iii. Fail to keep records related to the maintenance of the grease interceptor.
 - iv. Knowingly make any false statements, representation or certification in any application, maintenance record, or other document filed or required to be maintained pursuant to this subdivision; or
 - v. Fail to comply with the provisions of a notice of violation or conditions of an exception issued by the manager.
2. Violations of this subdivision shall be a misdemeanor.

N. Additional remedies. The manager or the city is not precluded from seeking alternative relief from the court, including an order for abatement or injunctive relief or for recovery of investigational or remedial costs resulting from a noncomplying discharge. Nothing in this subdivision shall be construed to require that formal charges be brought for the city to pursue its other civil remedies.

Passed by a vote of yeas and nays this _____ day of March _____, 2025

YEAS

NAYS

APPROVED:

Stephen M. King, Mayor

ATTEST:

Tom Dankert, City Recorder

This ordinance was introduced on March _____, 2025; approved on March _____, 2025; was published in the Austin Daily Herald on _____, 2025, and becomes effective _____, 2025.

**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 15, 2025
Subject: Ordinance Revisions

Attached are proposed revisions to Chapter 3: Municipal and Public Utilities; Rules and Regulations; Rates and Charges section of the City Code. The proposed revisions revolve around the following:

Point of Sale Sump Pump Inspection

- The sump pump inspection program is complete. Completed over the course of 7-years, we have inspected nearly every home and business within the City (9,000). Now the goal moving forward is to ensure that these sump pump connections stay compliant.
- Homeowners will be required to have their sump pump inspected by a licensed plumber, complete a checklist and provide it to the City at the time of sale in order to ensure compliance with the sump pump ordinance.

Point of Sale Sanitary Sewer Service Inspection

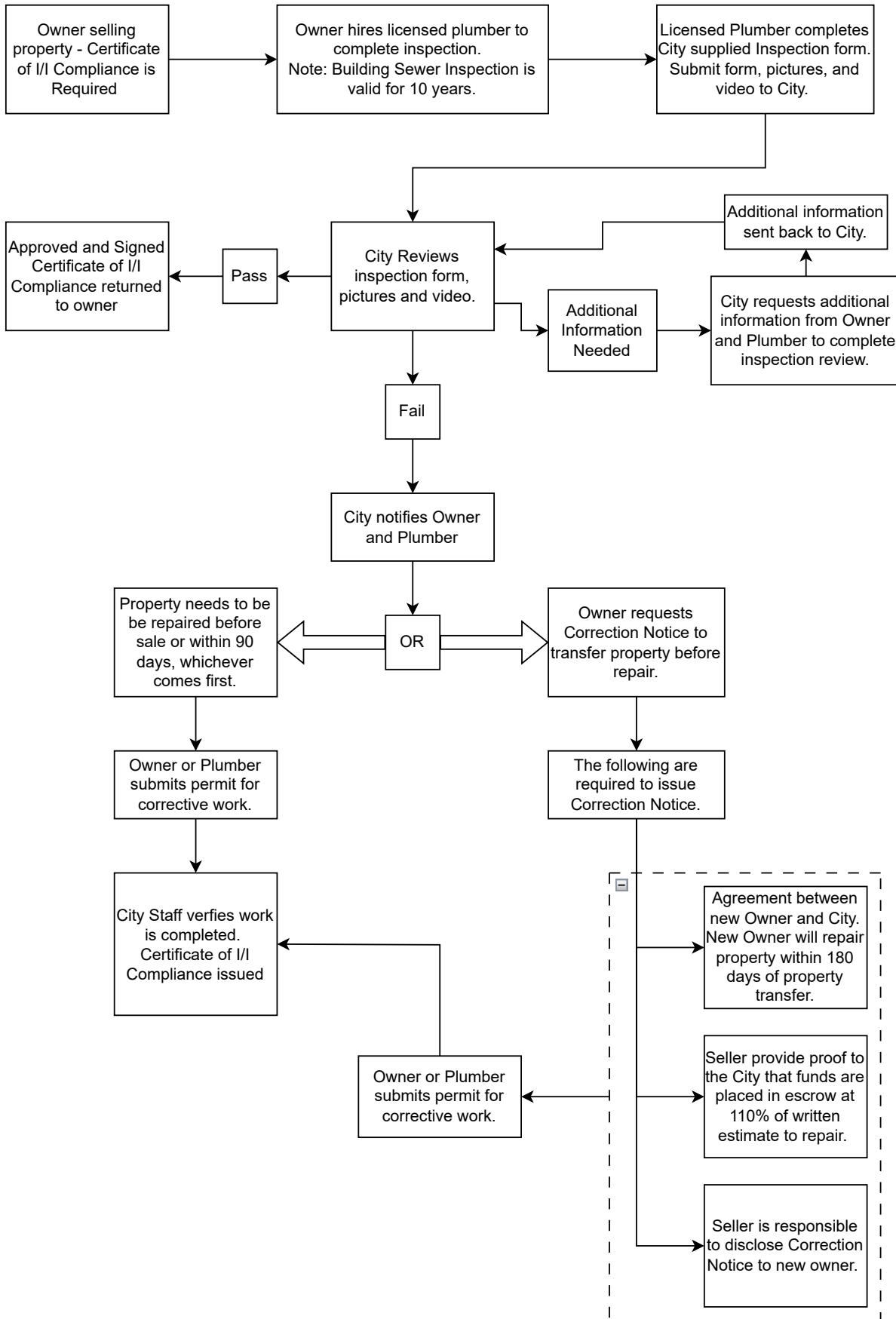
- The homeowner is responsible for their sanitary sewer service from the home to the connection to the main in the street. Most sewer services were installed at the time of the home construction, making 75% of all sewer services in Austin over 50-years-old. The cost to repair or replace a sewer service can range from \$5K-\$15K depending upon the severity of the issue and roadway repair costs.
- The City of Austin has invested \$2.5M into inspection of sanitary sewers in an effort to reduce I/I in the system. Sewer services are another potential source of I/I through broken pipes, root infiltration and subsurface drain connections.
- Homeowners will be required to have their sanitary sewer service inspected and televised by a licensed plumber, complete a checklist and provide it to the City at the time of sale in order to ensure it is in good working condition.

FOG; Fats, Oils, and Grease

- FOG can create blockages in the sewer system, which can cause sanitary sewer backups to homes and business. FOG accumulates in lift stations and pumps causing them to work inefficiently, clog and fail. These instances create issues for homes and businesses and increased maintenance for City crews.

- FOG will settle out from the wastewater stream when the discharge water is allowed to cool. Typically, this can be done with the use of a grease interceptor or grease trap. Installation of grease interceptors and/or grease collection is required by the State Building Code.
- This ordinance revision is more related to the maintenance and cleaning of grease traps and grease interceptors. Once the grease collection system is full, the grease will overflow into the City collection system causing downstream blockages. The goal with this ordinance is to require regular cleaning and maintenance of the system to keep it working properly and keep the grease out of the City collection system.

We would request approval of these ordinance revisions. If you have any question, feel free to contact me.



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



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Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: February 10, 2025
Subject: Ordinance Revisions, Point of Sale follow-up

Following the discussion on ordinance revisions related to Point-of-Sale inspection, I was asked to provide additional information on the three following topics:

1) Is there enough capacity to provide this service and incident rate?

- Home sales with Austin mailing address:
 - 2020 438
 - 2021 440
 - 2022 410
 - 2023 357
 - 2024 362
 - Assume 90% within city limits, approximately 30 per month
- I spoke with three local plumbing companies having the following comments:
 - Blooming Prairie has this requirement and I have done many inspections
 - This would be a great program and would help to inform buyers
 - This would be good to include with standard home inspections
 - I didn't realize how common it was for footing drains to be connected to the sewer service, until after the flood this summer I was working in the SE to help homeowners with sewer issues...they are very common in that neighborhood around Ellis Middle School.
 - The sump pump inspections are not catching the footing drain connections to the sewer service, these service inspections would.
 - Yes, we have the capacity to take on this work load. I have 2 different cameras that I recently purchased to provide this service.
- From a City standpoint, these duties could be absorbed within the building/housing department utilizing a combination of existing staff and the new housing position.

2) What do Realtors think of this program?

- I spoke with three local realtors and one mortgage broker having the following comments:
 - Positives and negatives to the program
 - This is common in the Cities (stated 3 times)

- Recommends this of their buyer, big proponent
- Recently sold a home which required lining the entire service
- Do it a lot already and/or recommend it when representing a buyer
- Many homeowners' insurance is covering this
- Good for the City and buyers
- Great protection for buyers
- No impact from the lending side of the home sale process
- With the investments being made at the WWTP, this would be good for the City.
- Sellers shouldn't be promoting a home for sale knowing there is a problem
- More and more common during home inspections
- Support City being involved with the review of the service inspection

3) What other communities have this ordinance requirement?

- A very rudimentary web search produced the following list: (23 communities)
 - Metro: Golden Valley, West St. Paul, St. Anthony Village, Newport, Columbia Heights, Mounds View, Tonka Bay, New Hope
 - Out State: Duluth, Orono, Cloquet, Hibbing, Adams, Blooming Prairie, Pipestone, Vernon Center, Waverly, Moose Lake, Ely, Howard Lake, Gilbert, Chisholm, Aurora
- This was not an exhaustive search. Most communities reference a Point-of-Sale inspection as part of their I&I Program. Other communities reference a "Truth-in-Sale of Housing" Inspection. This also may include a sewer service inspection.
- This is also in harmony with Mower County's septic system ordinance, which requires a Point-of-Sale inspection to confirm septic system compliance.
- MPCA supports Point-of-Sale inspections to address I&I. (March 2023 report attached)

 Minnesota Pollution Control Agency
<https://www.pca.state.mn.us/sites/default/files>

[\[PDF\] Addressing inflow and infiltration at point of sale](#)

The ordinance prohibits property owners from discharging footing tile, sump pumps, roof drains, and ground water into the sanitary sewer through defective plumbing and non-conforming ...

 Duluth News Tribune
<https://www.duluthnewstribune.com/news/sump-pump-line-inspecti...>

[Sump pump, line inspections will be mandatory before home sales](#)

Jun 25, 2017 · The so-called point of sale rule for sump pump/foundation drain disconnects from the sewage system has been required in Duluth since 2011. ... to satisfy the WLSSD ordinance. The city can do the ...

 Mounds View, Minnesota
<https://www.moundsviewmn.org/government/city...>

[H2OPP Program and Point of Sale - Mounds View, Minnesota](#)

Point of Sale Program Requirement (Inflow and Infiltration) As part of Mounds View's Water Preservation Program (H2OPP), the City Council adopted Ordinance 967 which requires all ...



oronomn.gov
<https://www.oronomn.gov>

Inflow & Infiltration - Orono, MN

The City of Orono requires property owners to obtain a Certificate of Inflow & Infiltration (I/I) Compliance from the City before selling or transferring title of property. Inspection of a sewer service line is required when a property ...



Vernon Center, MN
<https://vernoncentermn.com> › property-sales-water-and-sewer-inspection

Property Sales-Water & Sewer Inspection | City of Vernon Center

Whenever you sell your property that has City water and sewer utilities, you are required by ordinance to have a Point of Sale Inspection performed and reported to the City before closing ...



Cloquet, MN
<https://www.cloquetcov.gov> › departments › community-development › ...

I&I Program - Cloquet, MN

The City of Cloquet has developed a schedule for implementation of required I & I standards. Ordinance changes to the City Code were approved by City Council on July 21, 2020 with an effective date of September 1, 2020.. Ordinance 490A requires point of sale inspections of sump pump and footing drain connections and a systematic approach for sewer laterals that does ...



Chisholm, MN
<https://www.ci.chisholm.mn.us> › index.asp

Sewer Lateral Inspection - Chisholm, MN

The city council has a point of sale sewer lateral inspection and repair ordinance in effect. All properties being sold in the city of Chisholm shall have a sewer lateral inspection. Your sewer line can be looked at by inserting a camera into it for a visual inspection.



Hibbing, MN | Official Website
<https://www.hibbingmn.gov>

Engineering Department - Hibbing, MN

Point of Sale Sanitary Sewer Inspection form_rev1; Contact Us. Jesse Story City Engineer/Public Works Director ... MN 55746. Directory. Current & Future Projects ... Notify Me® Contact Us. City of Hibbing 401 East 21st Street Hibbing, MN 55746 Phone: 218-262-3486. Quick Links. City Council. City Ordinances. Visitors. City Administration ...



savmn.com
<https://www.savmn.com> › Inflow-and-Infiltr...

Inflow and Infiltration | St Anthony Village, MN - St.

The inspection video must include footage from the property to the sewer main. 1). Sump Pump Inspection. To schedule your sump pump inspection, email our administrative staff or call 612-782-3301. If your sump pump is found to be in ...



 West St. Paul, MN - Official Website
<https://wspmn.gov> › ii

Inflow and Infiltration | West St. Paul, MN - Official Website

The City of West St. Paul has a "point-of-sale" requirement for the Inflow & Infiltration Reduction Program. This means that an I&I inspection must be completed prior to the sale of a property. ... no further inspections are required by the city for 10 years. The League of Minnesota Cities awarded West St. Paul the City of Excellence Award for ...

We would request approval of these ordinance revisions. If you have any question, feel free to contact me.

Addressing inflow and infiltration at point of sale

What is I&I?

I&I is the total quantity of water from both inflow and infiltration without distinguishing the source.

Inflow is extraneous/clear water entering a sanitary sewer system by direct connection from roof drains, basement sumps, manhole covers, etc.

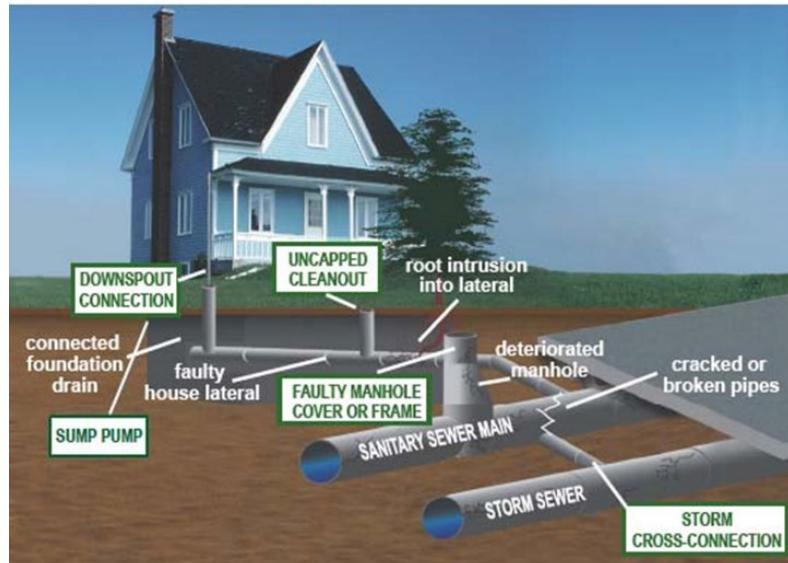
Infiltration is extraneous/clear water entering a sanitary sewer system through joints and cracks in the sewer from groundwater.

Service connection is any single pipe, gate, valve, or similar mean of transfer to a main collection system from any individual building.

What's the problem?

Problems arise when excess groundwater and stormwater enters the sanitary sewer collection system from private sources through breaks, defective joints, tree root intrusion, cross connections, or porous walls. The result is unauthorized release from the wastewater treatment or collection system, increased costs to treat influent, increased operation and maintenance, and basement flooding from overwhelmed collection systems or damaged/collapsed service laterals.

Designing for excessive I&I includes planning for increased capital and operational costs for collection system conveyance, pumping stations, and treatment facilities.



Different ways inflow and infiltration can happen.

Why should I&I be addressed when selling a home?

Service lateral inspection is not required during real estate transactions. However, many cities require a home be inspected prior to being advertised for sale or the city requires a certificate of compliance on file that is renewed at a defined interval (such as five years). The MPCA recommends a licensed professional perform the service lateral inspection during real estate transactions when an unbiased third-party is desired. Buyers and sellers in a real estate transaction can negotiate inspection, repair process, and who is responsible for the costs before closing. If repairs cannot be made before a title transfer, then escrow may be required.

How inflow and infiltration can be reduced?

Local governments throughout Minnesota have been working for decades to address sources of I&I in city and regional sewer infrastructure. Fixing sources of I&I on private property is just as important.

Property owners can:

- Inspect and repair damaged sewer service lines.
- Replace older clay pipes that are beyond their service life.
- Make sure sump pumps and building drains are not connected to the sanitary sewer system.

Cities and townships can:

- Educate property owners about I&I.
- Implement sump pump inspection programs.
- Consider point-of-sale inspection programs and other measures.
- The League of Minnesota Cities (LMC) has a new model ordinance to help cities keep clean water out of the sanitary system. The ordinance prohibits property owners from discharging footing tile, sump pumps, roof drains, and ground water into the sanitary sewer through defective plumbing and non-conforming sewer service laterals. The ordinance allows cities to develop an inspection program, require corrections by property owners, develop point-of-sale inspection/upgrade requirements, and assess penalties for violations. Upon compliance, the city issues a certificate of compliance to the property owner. The LMC model ordinance can be found at [Sanitary Sewer Toolkit: A Guide for Maintenance Policies and Procedures](#). Select Inflow and Infiltration under Models.

In addition to developing and enforcing sump pump and service lateral ordinances, the following links will provide guidance to further develop an I&I plan:

- A completed [EPA Capacity, Management, Operation, and Maintenance \(CMOM\) checklist](#).
- A completed [League of Minnesota Cities Sanitary Sewer System Assessment](#).

Other cities with I&I programs

Inflow and Infiltration is not unique to Minnesota. Many communities around the country have I&I programs. Below are some examples of Minnesota communities.

- Foley
- Golden Valley
- Roseville
- Duluth
- Steen
- Courtland
- Hills
- West St. Paul
- Pipestone
- Woodstock

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF AUSTIN, MINNESOTA
AMENDING CHAPTER 3 OF THE CITY CODE CLARIFYING AND
UPDATING DEFINITIONS RELATED TO FATS, OILS AND GREASES;
CLARIFYING STANDARDS FOR OLD BUILDING SEWERS;
ALLOWING FOR ADJUSTMENT OF SURCHARGE RATES;
AND REQUIRING A COMPLIANCE CERTIFICATE AT EACH POINT OF SALE**

The Austin City Council adopted revisions, clarifications, and updates to Chapter 3 of the Austin City Code addressing rules and regulations of sewer connections, users, fees, and compliance. This action occurred at the City Council's March ___, 2025, City Council meeting.

SUMMARY: Clarification and update of definitions related to fats, oils, and greases and regulations of the discharge of the same. Clarification of the standards applicable to old building sewers and their use. Conversion of a fee set in the ordinance to a fee established by the council. The creation of a sewer compliance certificate at the time of sale of a property.

COPIES OF ORDINANCE: The above is only a summary of the essential elements of the ordinance. A printed copy of the full ordinance is available for inspection by any person during regular office hours at the Clerk's Office located at 500 4th Avenue NE, Austin, Minnesota 55912, or at the Austin Public Library located at 323 4th Avenue NE, Austin, Minnesota 55912.

Passed by the Austin City Council this ____ day of March, 2025

YEAS

NAYS

ATTEST:

APPROVED:

Tom Dankert, City Recorder

Stephen M. King, Mayor

This ordinance was introduced on March ___, 2025; approved on March ___, 2025; was published in the Austin Daily Herald on _____ 2025; and becomes effective _____, 2025.

RESOLUTION NO.

RESOLUTION APPROVING PUBLICATION OF ORDINANCE NO. XXX

**AN ORDINANCE OF THE CITY OF AUSTIN, MINNESOTA
AMENDING CHAPTER 3 OF THE CITY CODE CLARIFYING AND
UPDATING DEFINITIONS RELATED TO FATS, OILS AND GREASES;
CLARIFYING STANDARDS FOR OLD BUILDING SEWERS;
ALLOWING FOR ADJUSTMENT OF SURCHARGE RATES;
AND REQUIRING A COMPLIANCE CERTIFICATE AT EACH POINT OF SALE**

WHEREAS, the City Council of the City of Austin adopted Ordinance XXX governing Chapter 3 of the Austin City Code addressing rules and regulations of sewer connections, users, fees, and compliance; and

WHEREAS, Minnesota Statutes, Section 412.191, Subd. 4 allows publication by title and summary in the case of lengthy ordinances; and

WHEREAS, the City Council finds that the following summary would clearly inform the public of the intent and effect of the Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, by the Council of the City of Austin that the City Clerk shall cause the following summary of Ordinance No. XXX to be published in the official newspaper in lieu of the entire ordinance:

Clarification and update of definitions related to fats, oils, and greases and regulations of the discharge of the same. Clarification of the standards applicable to old building sewers and their use. Conversion of a fee set in the ordinance to a fee established by the council. The creation of a sewer compliance certificate at the time of sale of a property.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of Ordinance No. XXX shall be kept in the City Clerk's office at City Hall for public inspection and a full copy of the ordinance be posted in the lobby of City Hall for 30 days after adoption.

Passed by the Austin City Council this 17th day of March, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

Tom Dankert, City Recorder

Stephen M. King, Mayor

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

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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: March 10, 2025
Subject: WWTP Expansion & Phosphorus Reduction Project
Change Order 007

As we progress through the project, changes to the overall project scope and construction plans will come up from time to time. Many of these items are addressed without issue, but some result in a change to the project cost. These project cost changes can be both project savings and project expenses. In order to keep progress moving along on the project, these cost changes are addressed in a Work Change Directive (WCD). These are first reviewed by SEH as part of their construction inspection and administrative duties. Then the WCD is reviewed by both myself and Hormel for approval. I have simplified the process as I have described it above, but there is a great deal of back-and-forth communication and problem solving involved before a WCD is approved. Finally, once a few WCD have been developed a Change Order is drafted. The change order will be present to Council for official approval, the overall project budget is adjusted and the items are eligible for payment.

Attached for your review is a summary of Change Order 007.

- WCD 085, \$ 16,614 Str 61-82 Hex Ball Valve Addition
- WCD 086, \$ 9,974 Str 10 Admin Bypass Extension
- WCD 087, \$ 39,931 Str 01 Mechanical & Architectural Mods
- WCD 088, \$ 13,488 Str 60 Mechanical & Process Mods
- WCD 089, \$ 657 Str 01 Lab HVAC Mods
- WCD 090, \$ 2,415 Str 31 Sampler Relocation
- WCD 091, \$ 1,596 Str 31 Overhead Door Frame Mods
- WCD 092, \$158,556 Str 14 Alt. Coatings Restoration, offsets \$190K of unit prices, net \$30K project decrease.
- WCD 093, \$ 15,624 Site work unexpected concrete removal

I would request approval of Change Order 007 in the amount of \$258,855, which includes 9 WCD's valuing a \$136,274.63 cost increase to the Domestic budget and a \$122,580.37 cost increase to the Industrial budget.

	Work Change Directive (WCD)	Domestic	Industrial	Total
	Original Project Bid	\$ 47,518,974.00	\$ 52,489,026.00	\$ 100,008,000.00
Change Order #1 (9)	SubTotal	\$ 31,154.14	\$ (273,541.14)	\$ (242,387.00)
Change Order #2 (25)	SubTotal	\$ 361,462.13	\$ 113,175.87	\$ 474,638.00
Change Order #3 (23)	SubTotal	\$ 426,436.28	\$ 426,348.72	\$ 852,785.00
Change Order #4 (9)	SubTotal	\$ 407,886.86	\$ 345,951.14	\$ 753,838.00
Change Order #5 (12)	SubTotal	\$ 249,293.99	\$ 242,404.01	\$ 491,698.00
Change Order #6 (8)	SubTotal	\$ 6,431.28	\$ 678,198.72	\$ 684,630.00
Change Order #7 (DRAFT)	SubTotal	\$ 136,274.63	\$ 122,580.37	\$ 258,855.00
	Total WCD's	\$ 1,482,664.67	\$ 1,532,537.33	\$ 3,015,202.00
	Current Project Amount	\$ 49,001,638.67	\$ 54,021,563.33	\$ 103,023,202.00
	Cost Increase	3.12%	2.92%	3.01%

	Work Change Directive (WCD)	100% Domestic	Combined		100% Industrial
			54.2% Domestic	45.8% Industrial	
Change Order #7 (DRAFT)	WCD-085		\$ 411.92	\$ 348.08	\$ 15,854.00
	WCD-086	\$ 9,974.00			
	WCD-087		\$ 21,642.60	\$ 18,288.40	
	WCD-088		\$ 7,310.50	\$ 6,177.50	
	WCD-089		\$ 356.09	\$ 300.91	
	WCD-090		\$ 1,308.93	\$ 1,106.07	
	WCD-091		\$ 865.03	\$ 730.97	
	WCD-092		\$ 85,937.35	\$ 72,618.65	
	WCD-093		\$ 8,468.21	\$ 7,155.79	
	SubTotal	\$ 136,274.63			\$ 122,580.37

Change Order

No. 07

Date of
Issuance: _____

<u>Project:</u>	<u>Owner:</u>	<u>Owner's Contract No.:</u>
WWTF Expansion and Phosphorus Reduction Project	City of Austin	N/A
<u>Contract:</u>	<u>Date of Contract:</u>	
WWTF Expansion and Phosphorus Reduction Project	August 1, 2022	
<u>Contractor:</u>	<u>Engineer's Project No.:</u>	
Rice Lake Construction Group	AUSTN 169135	

The following change(s) will be made to the Contract Documents:

Item No.	D/C/I*	Description, Reason, Contract Price and Time Change
1	C, I	<p>WCD-085 <u>Description:</u> Structures 61-82 HEX Ball Valve Additions – Structure 61 - Furnish and install one (1) 1" sludge drain line connection and two (2) 1" sludge backflush connections on (1) new domestic heat exchanger. ii. Structure 82 - Furnish and install two (2) 1" sludge drain connections, two (2) 1" water drain lines, four (4) 1" vent connections on industrial heat exchanger doors, four (4) 1" drain/fill lines on process sludge piping on two (2) industrial heat exchangers, four (4) 1" drain/fill/vent lines on mechanical water supply/return piping on two (2) industrial heat exchangers, and two (2) Flex Connectors or easily disconnectable flanges on 8" HWS lines.</p> <p><u>Reason:</u> This addition of multiple valves/connections and piping modifications for both the industrial and domestic heat exchangers reduces maintenance on the units throughout their useful life, which reduces overall maintenance costs.</p> <p><u>Price Change (Combined):</u> \$ 760.00</p> <p><u>Price Change (Industrial):</u> \$15,854.00</p> <p><u>Time Change:</u> 2 days</p>
2	D	<p>WCD-086 <u>Description:</u> Structure 10 Admin Grit Bypass Extension – Furnish and install a 20-foot long, 14-inch diameter C900 PVC pipe extension of the P63 Raw Wastewater (RW) bypass line north of its current terminus on the east side of Structure 10 (Main Lift Station).</p> <p><u>Reason:</u> This bypass line extension minimizes future construction contract coordination needs with respect to the installation of the HVAC unit 10-MAU-1 and future levee project work and was estimated to be more cost effective than moving 10-MAU-1 and associated ductwork.</p> <p><u>Price Change (Domestic):</u> \$9,974.00</p> <p><u>Time Change:</u> 0 days</p>

3	C	<p>WCD-087 Description: Structure 01 Architectural and Mechanical Modifications – Furnish and install additional suspended ceiling instead of painting ceiling and walls to full height, HVAC and Plumbing modifications, gas piping layout modifications, and Architectural modifications per attached RFP-054.</p> <p>Reason: The additional suspended ceiling provides an improved finish at minimal cost. The majority of the HVAC, Plumbing, and gas piping modifications address operations and code issues in the laboratory while some of these are needed to support Architectural modifications. The Architectural modifications address room dimension and conflict issues within the existing building.</p> <p>Price Change (Combined): \$39,931.00</p> <p>Time Change: 0 days</p>
4	C	<p>WCD-088 Description: Structure 60 Mechanical & Process Modifications – Furnish labor, materials, equipment and install Mechanical (ductwork changes and heater demolition), Plumbing (water line and water booster pump relocations), and Process (sludge piping and flow meter) modifications per attached RFP-053 and RFI-169.</p> <p>Reason: Material changes from Fiberglass ductwork to both galvanized and fabric ducts provide required material properties and cost less than fiberglass duct. Demolition of existing radiant heater required to avoid new equipment installation impacts. Relocation of water booster pumps and associated water lines optimize layout for operations and maintenance and provide required process service connections. Relocation of sludge line flow meters and associated valves provides pipe full conditions for optimal flow meter operation.</p> <p>Price Change (Combined): \$13,488.00</p> <p>Time Change: 0 days</p>
5	C	<p>WCD-089 Description: Structure 01 Lab HVAC Modifications – Furnish and install modified above ceiling ductwork, per attached COP-108 drawing mark-ups.</p> <p>Reason: During preparation work to install new HVAC ductwork in the ceiling of the Administration building, the Contractor determined there was not enough available space to install the ductwork as shown on the project Plans. The Contractor proposed a HVAC ductwork layout modification, and the Engineer reviewed and concurs with the modifications, which provide the same level of ventilation in the available ceiling space.</p> <p>Price Change (Combined): \$657.00</p> <p>Time Change: 0 days</p>

6	C	<p>WCD-090 Description: Structure 31 Sampler Relocation – Furnish labor, materials, and equipment to relocate the Primary Clarifier dipper style sampler SAM-D4-35-1, per attached FO-060.</p> <p><u>Reason:</u> During construction, the Owner requested this sampler be moved from the south wall to the east wall on the same floor of Structure 31. This change will improve the room layout, which will facilitate more efficient operation and maintenance of the equipment in the room.</p> <p><u>Price Change (Combined):</u> \$2,415.00</p> <p><u>Time Change:</u> 0 days</p>
7	C	<p>WCD-091 Description: Structure 31 Overhead Door Frame Modifications – Furnish labor, materials, and equipment to modify the building frame around coiling door 3121.5, per the RFI-162 response.</p> <p><u>Reason:</u> During construction, the Contractor identified a conflict between the precast concrete corbel above door 3121.5 and the coiling door hood. A treated wood frame under the corbel on both sides of the door was determined to be the best value modification to accommodate the coiling door hood space requirements.</p> <p><u>Price Change (Combined):</u> \$ 1,596.00</p> <p><u>Time Change:</u> 0 days</p>
8	C	<p>WCD-092 Description: Structure 14 Alternate Coating Restoration – Furnish and install the proposed coating on the entire wall surface of this structure, per the COP-081 Rev 1 and RFP-050.</p> <p><u>Reason:</u> Structure 14 is the raw sewage equalization tank for the WWTP. Over the life of this tank the interior concrete surfaces have experienced substantial corrosion in multiple locations. The Contact includes unit price bid items for shallow and deep concrete repairs that only cover the most severely damaged portion of the interior wall surface. During construction, the Contractor proposed an alternate coating for the entire interior wall surface. In response, RFP-050 was prepared to specify acceptable surface preparation and coating applications, which would be provided in lieu of the shallow and deep concrete repair bid items. This change coats and protects the entire wall surface for a price that is less than the original Contract shallow and deep concrete repair bid items, saving the project approximately \$30,000.00. If not used on other portions of the project, the shallow and deep concrete repair unit price items will be credited to the Owner at the end of the project.</p> <p><u>Price Change (Combined):</u> \$158,556.00</p> <p><u>Time Change:</u> 0 days</p>

9	C	<p>WCD-093 Description: Site Work Undocumented Concrete Removal – Furnish labor, equipment and materials to remove the buried concrete foundation on the east end of Structure 30 that was not documented on the Contract Plans.</p> <p>Reason: During exploratory excavation for Structure 30, the Contractor encountered a buried concrete foundation that interfered with the project work and submitted RFI-048. The Owner directed the undocumented buried concrete to be removed, and it is a differing subsurface condition eligible for a Contract Price adjustment.</p> <p>Price Change (Combined): \$15,624.00</p> <p>Time Change: 0 days</p>
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* D = Domestic, C=Combined, I=Industrial

Attachments (list documents supporting change):

WCD-085
 WCD-086
 WCD-087
 WCD-088
 WCD-089
 WCD-090
 WCD-091
 WCD-092
 WCD-093

Contract Price Change – Domestic and Industrial Split

Work Change Directive (WCD)	100% Domestic	Combined		100% Industrial
		54.2% Domestic	45.8% Industrial	
WCD 085		\$411.92	\$348.08	\$15,854.00
WCD 086	\$9,974.00			
WCD 087		\$21,642.60	\$18,288.40	
WCD 088		\$7,310.50	\$6,177.50	
WCD 089		\$356.09	\$300.91	
WCD 090		\$1,308.93	\$1,106.07	
WCD 091		\$865.03	\$730.97	
WCD 092		\$85,937.35	\$72,618.65	
WCD 093		\$8,468.21	\$7,155.79	
Totals		\$136,274.63		\$122,580.37

Contract Status:

Original Contract Price	\$100,008,000.00
Previous Contract Price Revisions	\$3,015,202.00
(Through Change Order: 06)	
Current Contract Price	\$103,023,202.00
Price Change (this Change Order)	\$258,855.00
Revised Contract Price	\$103,282,057.00
Original Contract Times (days)	
Substantial Completion	1,120
Final Completion	1,370
Previous Contract Time Revisions (days)	
Substantial Completion	2
Final Completion	2
Current Contract Times (days)	
Substantial Completion	1,122
Final Completion	1,372
Time Changes (this Change Order, days)	
Substantial Completion	2
Final Completion	2
Revised Contract Times (days)	
Substantial Completion	1,124
Final Completion	1,374

<u>Recommended for Approval by Engineer:</u> Name: John Glatzmaier, Project Manager Signature:	Date:
<u>Approved for Owner (City of Austin, MN) by:</u> Name: Signature:	Date:
<u>Approved for Hormel Foods Corp. (if applicable) by:</u> Name: Signature:	Date:
<u>Approved for Contractor by:</u> Name: Signature:	Date:

RESOLUTION NO.

RESOLUTION APPROVING CHANGE ORDER NO. 7 WITH RICE LAKE CONSTRUCTION GROUP FOR THE WASTE WATER TREATMENT PLANT CONTRACT

WHEREAS, the City of Austin, Minnesota entered into a contract with Rice Lake Construction group for the construction of a new waste water treatment plant via ordinance no. 706 on August 1, 2022; and

WHEREAS, changes to the overall scope and construction plans will come up from time to time; and

WHEREAS, the contractor requested a change order for the additional work; and

WHEREAS, the following change orders have been requested:

	Work Change Directive (WCD)	Domestic	Industrial	Total
	Original Project Bid	\$ 47,518,974.00	\$ 52,489,026.00	\$ 100,008,000.00
Change Order #1 (9)	SubTotal	\$ 31,154.14	\$ (273,541.14)	\$ (242,387.00)
Change Order #2 (25)	SubTotal	\$ 361,462.13	\$ 113,175.87	\$ 474,638.00
Change Order #3 (23)	SubTotal	\$ 426,436.28	\$ 426,348.72	\$ 852,785.00
Change Order #4 (9)	SubTotal	\$ 407,886.86	\$ 345,951.14	\$ 753,838.00
Change Order #5 (12)	SubTotal	\$ 249,293.99	\$ 242,404.01	\$ 491,698.00
Change Order #6 (8)	SubTotal	\$ 6,431.28	\$ 678,198.72	\$ 684,630.00
Change Order #7 (DRAFT)	SubTotal	\$ 136,274.63	\$ 122,580.37	\$ 258,855.00
	Total WCD's	\$ 1,482,664.67	\$ 1,532,537.33	\$ 3,015,202.00
	Current Project Amount	\$ 49,001,638.67	\$ 54,021,563.33	\$ 103,023,202.00
	Cost Increase	3.12%	2.92%	3.01%

	Work Change Directive (WCD)	100% Domestic	Combined		100% Industrial
			54.2% Domestic	45.8% Industrial	
Change Order #7 (DRAFT)	WCD-085		\$ 411.92	\$ 348.08	\$ 15,854.00
	WCD-086	\$ 9,974.00			
	WCD-087		\$ 21,642.60	\$ 18,288.40	
	WCD-088		\$ 7,310.50	\$ 6,177.50	
	WCD-089		\$ 356.09	\$ 300.91	
	WCD-090		\$ 1,308.93	\$ 1,106.07	
	WCD-091		\$ 865.03	\$ 730.97	
	WCD-092		\$ 85,937.35	\$ 72,618.65	
	WCD-093		\$ 8,468.21	\$ 7,155.79	
	SubTotal	\$ 136,274.63			\$ 122,580.37

WHEREAS, said contract, among other things, requires that change orders 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 change order number 7 to the waste water treatment plant construction project.

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

Passed by a vote of yeas and nays this 17th day of March, 2025.

ATTEST:

APPROVED:

City Recorder

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: March 8, 2025
Subject: Airport Fuel System Replacement
 CP 24302 Construction Inspection & Administration Amendment

The City of Austin is currently working on a project to upgrade the fuel system at the airport. As part of the project, EPA is requiring a spill prevention, control, and countermeasure plan. Attached is a proposal from SEH to complete the required plan at a lump sum cost of \$7,100.

I would recommend amending the SEH contract for construction inspection and administrative services related to the Fuel System Replacement project to include the additional work required to develop the EPA SPCC plan. The cost will be funded 30% Local funds and 70% State grant.

Project Budget

	TOTAL	70% State	30% Local
Final Design	\$ 82,400.00	\$ 57,680.00	\$ 24,720.00
Construction Inspection & Admin	\$ 87,700.00	\$ 61,390.00	\$ 26,310.00
Construction Contract	\$742,386.10	\$519,670.27	\$222,715.83
Admin Expenses	\$ 1,000.00	\$ 700.00	\$ 300.00
SPCC Amendment	\$ 7,100.00	\$ 4,970.00	\$ 2,130.00
	\$920,586.10	\$644,410.27	\$276,175.83

Contract Amendment No. 1 Between

**The City of Austin (Owner) and
Short Elliott Hendrickson Inc. (SEH) (Consultant)**

Dated: February 26, 2025

The Contract between the Owner and Consultant dated May 6, 2024, shall be amended to include the creation of a spill prevention, control, and countermeasure (SPCC) plan for the Fuel System Upgrade project at the Austin Municipal Airport, Austin, Minnesota.

Unless specifically modified by this Amendment, the original contract provisions remain in effect. A description of the additional services is included in Attachment A. Detailed estimate of labor cost and expenses are included in Attachment B.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$7,100.00.

APPROVED:

City of Austin, Minnesota

OWNER

Signature: _____

Title: _____

Date: _____

Attest: _____

Title: _____

Date: _____

Short Elliott Hendrickson Inc.

CONSULTANT

Signature: _____

Title: _____

Date: _____

ATTACHMENT A

PROPOSAL FOR SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN 2024 FUEL FARM UPGRADES AUSTIN MUNICIPAL AIRPORT AUSTIN, MINNESOTA

Project Description

The United States Environmental Protection Agency (U.S. EPA) has established regulations for oil pollution control in the Code of Federal Regulations, Title 40 (40 CFR 112). Additionally, the State of Minnesota regulates oil pollution in the Minnesota Statutes, Chapter 115E.

The Spill Prevention, Control, and Countermeasure (SPCC) Plan regulations apply to owners or operators of facilities that meet the following three criteria:

1. The facility is non-transportation related
2. The facility has an aggregate aboveground oil storage capacity greater than 1,320 gallons or a completely buried storage capacity greater than 42,000 gallons.
3. The facility could reasonably be expected to discharge oil in harmful quantities to navigable waters or adjoining shorelines of the United States.

An SPCC plan includes specific measures taken for prevention, preparedness, and response to oil discharges. It is a document required to be used by facilities to convey what the facility will do in case of an oil spill. Each SPCC plan is unique to each facility.

Austin Municipal Airport is installing two 10,000-gallon aboveground storage tanks storing petroleum products which meet the above SPCC plan regulation criteria and the airport is required to have an SPCC plan.

This proposal includes the preparation of an SPCC plan for the Austin Municipal Airport.

Project Deliverables

The project deliverables of this scope include the following:

1. Austin Municipal Airport SPCC Plan

The Consultant will provide the following specific services:

1. **Scope Development:** SEH will develop the project scope to ensure that all necessary aspects of the SPCC plan are included. Scope development includes preparation of the scope, fee proposal development, and contract negotiations.
2. **Subcontractor Coordination:** Scheduling, coordination, and review of subcontractor deliverables, including subcontracts, and the SPCC Plan.
3. **Project Management:** Time required for the overall administering of the project, including preparing invoices, contract modifications, and coordination with the City, Contractor, Mn/DOT, and other regulatory agencies and utilities.

Sub-consultants performing work under this proposal include the following:

1. **Endpoint Solutions, Inc.:** Preparation of SPCC Plan for the Austin Municipal Airport. Scope attached.

ATTACHMENT B

ESTIMATED FEES AND EXPENSES
2024 FUEL SYSTEM UPGRADE
SPCC PLAN
AUSTIN MUNICIPAL AIRPORT (AUM)
AUSTIN, MINNESOTA

TASK ITEMIZATION:

Task No.	Task Description	Project Manager	Sr. Project Engineer	Administrative Assistant
1.	Scope Development	1	2	1
2.	Subconsultant Coordination	1	4	
3.	Project Management	2	2	4
	Total hours per labor category	4	8	5

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	4	\$72.22	\$288.88
Sr. Project Engineer	8	\$55.87	\$446.96
Administrative Assistant	5	\$37.21	\$186.06
Total Direct Labor Costs:	17		\$921.90
Direct Salary Costs plus Overhead			\$1,761.57
Total Labor Costs			\$2,683.47
Fixed Fee on Labor Cost (15%)			\$402.52

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Computer Charges	17	\$6.00	\$102.00
Fuel System Engineering (Endpoint Solutions)	1	\$3,900.00	\$3,900.00
Total Expenses			\$4,002.00

SUMMARY:

Total Labor Costs + Expenses + Fee	\$7,087.99
Estimated Total	\$ 7,100.00

Endpoint Solutions

6871 South Lover's Lane
Franklin, WI 53132
Telephone: (414) 427-1200
Fax: (414) 427-1259
www.endpointcorporation.com

Ms. Chelsea Kuchta, P.E.
Engineer
Short Elliot Hendrickson, Inc.
3535 Vadnais Center Dr.
St. Paul, MN 55110-5196

February 18, 2025

Subject: Proposal for SPCC Plan Preparation
Austin Municipal Airport (AUM) – SPCC Plan
710 21st St NE, Austin, MN 55912

Dear Ms. Kuchta:

Endpoint Solutions Corp. (Endpoint) has been asked to provide Short Elliot Hendrickson, Inc. (SEH) with a proposal to prepare a Spill Prevention, Control, and Countermeasure (SPCC) Plan for the Austin Municipal Airport in Austin, MN (the “Facility”).

BACKGROUND

As part of the 2024 Fuel System Upgrades project, the Facility will be adding two (2) 10,000-gallon aboveground storage tanks storing petroleum products considered “oil” as described in 40 CFR 112. As a result, the Facility will be subject to the requirements of 40 CFR 112, and thus, required to prepare and implement an SPCC plan.

SCOPE OF PROPOSED WORK

The SPCC Plan must be prepared in accordance with the requirements of 40 CFR 112 and good engineering practices. U.S. EPA requires full approval of management at a level with authority to commit the necessary resources. Endpoint will prepare a new document in order to incorporate any planned modifications made to the Facility. Endpoint will perform a facility visit, as required by the SPCC Rule, to document conditions and collect information needed to complete the SPCC plan. Endpoint assumes that staff familiar with Facility operations will be available at the time of the visit.

A facility's SPCC Plan must include:

- A discussion of conformance with 40 CFR 112 requirements or approved deviations certified by a Professional Engineer (P.E.) to provide “equivalent environmental protection” as allowed in §112.7(a)(2).
- A description of the facility operations and physical layout including a diagram illustrating the location of all oil storage, transfer areas, connection points, and piping. The diagram should also clearly mark any exempt (e.g., underground storage tanks) or non-regulated (e.g., non-petroleum) storage at the facility. The diagram should be to scale and indicate stormwater drainage and surface water receptors. Endpoint will create new facility

diagrams utilizing drawings provided by SEH. If no current drawings are available, Endpoint will create the necessary diagrams utilizing publicly available aerial information and sketches generated during the facility visit.

- Instructions and procedures to be used in the event of a discharge to notify the proper authorities and address the release. The information should be organized so that it is readily available in an emergency.
- Where experience indicates a reasonable potential for equipment failure (such as tank overflow, rupture, or leakage), the SPCC Plan must include a prediction of the direction, rate of flow, and total quantity of oil that might be discharged.
- A list of the type and capacity of oil-storage containers and a description of spill prevention and control measures established to prevent and control leaks, overfills, container ruptures, and monitor stormwater discharges for the presence of oil.
- The SPCC Plan must be reviewed and certified by a licensed P.E. who is familiar with the requirements of 40 CFR 112 unless the facility meets the requirements of §112.3(g) and §112.6 in which case they can self-certify.
- Requirements for inspections, testing, training, discharge prevention procedures, security, training, transfer operations, documentation, and record keeping.
- A determination for substantial harm must be performed for each facility. If a facility meets substantial harm criteria, a Facility Response Plan (FRP) must be prepared.
- A review of State spill prevention requirements that may be more stringent than the federal SPCC Rule requirements.

A draft SPCC Plan will be prepared and submitted to the Facility for review. If any deficiencies or concerns are noted during the evaluation, they will be made known to SEH and Facility staff and immediately & properly documented to allow the Facility to take steps to correct them.

TASKS NOT INCLUDED

This proposal also does not include preparation of an Oil Spill Contingency Plan or Facility Response Plan (FRP) if one or the other is required as a result of the engineer's review of the Facility. Any work associated with correcting out-of-compliance conditions noted during the Facility review is also not included.

Endpoint Solutions

FEE

Endpoint proposes to complete the SPCC Plan for a lump sum price of **\$3,900.00**. This fee does not include an additional mobilization. It is assumed that the facility inspection can be completed during a construction site visit under the Construction Phase Services contract.

SCHEDULE

Upon final installation of equipment, Endpoint will develop a draft plan. Once approval of the draft Plan is received, the Plan will be finalized. The deliverable will include one (1) hard copy and one (1) electronic copy (.pdf) to be emailed. If scheduling conflicts arise, you will be immediately notified.

CLOSING

We value your confidence in our firm and look forward to working for you on this project. If there are any questions or any additional information is required, please do not hesitate to call. If this proposal meets with your approval, please have the attached Task Order signed and returned via e-mail, facsimile or to the above address.

Sincerely,

Endpoint Solutions



Titus Rubietta
Associate Engineer

Attachment: Task Order 2025-001

Endpoint Solutions

Task Order for Professional Services

Client: Short Elliot Hendrickson, Inc.
Contact: Ms. Chelsea Kuchta
Site: Austin Municipal Airport

Task Order #: 2025-001
Date: February 18, 2025
Project #: TBD

Scope of Work

This Task Order 2025-001 is issued pursuant to the *Subcontract Agreement* dated January 16, 2025, and unless otherwise specified herein, the performance of services hereunder and the payment therefore shall be subject to the terms and conditions of said *Client Agreement*. The services authorized hereunder are described below.

Description of Services: SPCC Plan Preparation

Related Proposal/Quote: February 18, 2025

Invoicing Basis: Lump Sum

Invoicing Frequency: Monthly

Estimated Total Cost: **\$3,900.00**

Expected Task Time Frame: Start Date: TBD

Completion: TBD

Client's Representative: Chelsea Kuchta

Endpoint's Representative: Titus Rubietta

PROPOSED BY:

Endpoint Solutions Corp.

Signature:



Name:

Titus Rubietta

Title:

Associate Engineer

Date:

February 18, 2025

ACCEPTED BY:

Short Elliot Hendrickson, Inc.

Signature:

Name:

Title:

Date:

RESOLUTION NO.

RESOLUTION AMENDING AN AGREEMENT WITH SEH

BE IT RESOLVED that the City Council of the City of Austin hereby authorizes an amendment to the SEH contract for construction inspection and administrative services related to the Fuel System Replacement project in the amount of \$7,100.

Passed by the City Council this 17th day of March, 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: March 11, 2025
Subject: Asbestos and Hazardous Materials Inspection
205 4th Street NE, former Salvation Army Thrift Store Building

The City of Austin has received a proposal from Institute for Environmental Assessment, Inc. to perform an asbestos and hazardous materials inspection of the former Salvation Army Thrift Store located at 205 4th Street NE. The work will consist of a building inspection and material sample testing for hazardous materials per EPA guidelines. Attached for your consideration is a proposal from IEA to inspect for asbestos and hazardous materials, with a project contract fee of \$2,600.00. There is an additional cost for laboratory analysis fee per bulk sample layer of \$21.00. Their inspection services will include, among other things, the following;

- Asbestos inspection
- Bulk sampling
- Sending collected material samples to accredited laboratory for analysis
- Hazardous materials inspection

I would request Council approval the asbestos and hazardous materials inspection contract with IEA, Inc. for the former Salvation Army Thrift Store. Feel free to contact me if you have any questions.

Estimated Project Cost:

Property Acquisition:	\$ 346,000
Environmental Review:	\$ 2,600
Asbestos Abatement:	\$
Demolition:	\$
Costs To-Date:	\$ 348,600

PROPOSAL



Contact Us:

BROOKLYN PARK OFFICE
9201 W. BROADWAY, #600
BROOKLYN PARK, MN 55445
763-315-7900

MANKATO OFFICE
610 N. RIVERFRONT DRIVE
MANKATO, MN 56001
507-345-8818

ROCHESTER OFFICE
210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-281-6664

BRAINERD OFFICE
601 NW 5TH ST. SUITE #4
BRAINERD, MN 56401
218-454-0703

MARSHALL OFFICE
1420 EAST COLLEGE DRIVE
MARSHALL, MN 56258
507-476-3599

VIRGINIA OFFICE
5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-410-9521

www.ieasafety.com

800-233-9513

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Environmental Assessment, Inc.
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2025 Asbestos and Hazardous Materials Inspection

for
City of Austin
at
Former Salvation Army Store
205 4th St NE,
Austin, Minnesota

MARCH 10, 2025

PROPOSAL #12849

2025 Asbestos and Hazardous Materials Inspection – 205 4th St NE, Austin MN

PROPOSAL PROVIDED TO:	PROPOSAL CONTACT:
<p>Brent Johnson Zoning Inspector City of Austin 500 4th Ave NE Austin, MN 55912 Phone: 507-437-9951 E-mail: BrentJ@ci.austin.mn.us</p>	<p>Natalie Eskew Senior Project Manager IEA, Inc. 210 Woodlake Dr. SE Rochester, MN 55904 Phone: 507-319-0161 E-mail: Natalie.Eskew@ieasafety.com</p>

PROJECT INTRODUCTION

At the request of the City of Austin, IEA, Inc. is pleased to provide this proposal for asbestos and hazardous materials inspection services at the Former Salvation Army Store at 205 4th Street Northeast in Austin, Minnesota prior to demolition.

Demolition inspections are required by the Minnesota Pollution Control Agency (MPCA) under the NESHAP Regulation, 40 CFR Part 61 and by Minnesota – OSHA under 29 CFR 1926.1101.

The inspection service provides an inventory of asbestos-containing building materials (ACBM) and hazardous materials prior to demolition. Inspections are conducted by state-certified asbestos inspectors. Asbestos sample analysis is performed by an independent, accredited analytical laboratory.

A final report will be submitted which profiles the presence of hazardous materials identified and ACBM including location, type of material, estimated amount of material, and laboratory analysis.

SCOPE OF WORK

Asbestos

The asbestos inspection includes the following:

- Visual examination of all suspect material.
- Identification and written description of homogeneous areas of asbestos-containing building materials.

Bulk samples of all suspect materials will be collected and sent to an accredited laboratory for analysis using preferred Environmental Protection Agency (EPA) sampling and analytical procedures. Sampling will be conducted in a manner determined by the inspector to be sufficient to identify whether the suspect materials are asbestos-containing.

- For each homogeneous type of suspect surfacing material, three to seven samples will be collected, depending on the amount of material.
- For each homogeneous type of thermal system insulation, three samples will be collected.
- For each homogeneous type of miscellaneous material, a minimum of two (2) samples will be collected.

In some cases, materials may be “assumed” to contain asbestos in lieu of sampling. These cases may include fire doors, Transite, roofing materials, and other products that may be damaged by sampling or are obviously asbestos-containing.

Bulk samples will be analyzed by an independent laboratory which is accredited by NVLAP.

Analysis will be conducted by Polarized Light Microscopy (PLM) backed by dispersion staining techniques.

Material analysis will be reported by layer, with the exception of gypsum drywall and associated taping compound which will be reported as a composite.

2025 Asbestos and Hazardous Materials Inspection – 205 4th St NE, Austin MN

Hazardous Materials

The hazardous materials inspection includes the following:

- The identification of materials throughout the building.
- Inventory of sources of mercury (fluorescent bulbs and thermostats), PCBs (light ballasts and door closers), liquid paint, and other miscellaneous materials.
- The assessment does not include sampling or analysis of hazardous materials.

LIMITATIONS & ASSUMPTIONS

Destructive sampling will be performed as part of this inspection. Sample and access locations inside the building and on the roof will not be repaired.

A temporary roof patch will be installed at roof sampling locations. IEA is not responsible for any damage caused by water infiltration at temporary patch locations.

PLM lab analysis turnaround time will be 72 hours from receipt.

This inspection meets all the requirements of a Minnesota Pollution Control Agency (MPCA) demolition inspection.

It is assumed that the Owner will provide access to all materials and areas within and on the facility(ies) to be inspected.

It is also assumed the work will be completed in one (1) site visit.

This proposal does not include abatement, removal, or disposal of any material located in the above-mentioned building.

COMPENSATION

IEA's fee associated with this project as outlined above is **\$2,600 plus an additional \$21 per bulk sample layer analysis fee above the flat fee.**

The laboratory analysis fee is not included in the fixed fee and will be invoiced above the flat fee at \$21.00 per bulk sample layer.

The fixed fee includes survey time, sample collection, transportation, shipping, project management, documentation, reporting, IEA's transportation expenses, and quality control.

For project work beyond the services outlined in this proposal and/or any changes to the agreed upon scope of work, IEA will obtain approval through a client-authorized change order.

Please note there is a 3% fee for credit card payments.

The price quoted is based on discounted rates established through the Environmental Health & Safety Management contract between Southeast Service Cooperative (SSC) and IEA Inc.

SCHEDULE

IEA's services will commence immediately upon receipt of the signed proposal. IEA will schedule this project through Brent Johnson.

PROPOSAL TERMS

Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions, which are a part of this proposal, for more detail.

2025 Asbestos and Hazardous Materials Inspection – 205 4th St NE, Austin MN

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for an Asbestos and Hazardous Materials Inspection. Please sign this authorization to proceed and e-mail to Natalie.Eskew@ieasafety.com. Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.

IEA, Inc.



Natalie Eskew
Senior Project Manager

Please proceed according to the above stated fees, terms, attached General Conditions, and this Proposal #12849 dated March 10, 2025.

Printed Name

Authorized Signature

Date

PO Number (if applicable)

Appendix A

General Conditions

General Conditions

The word "Consultant" refers to the Institute for Environmental Assessment ("IEA"), the contracting company is referred to as the "Client". Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant's proposal (the "Proposal"). The services as set forth in the Proposal (the "Services") will be provided by Consultant's personnel at the location of the Client (the "Site") (hereinafter referred to as the "Project"). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant's obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. Confidential & Proprietary Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed by laboratory-approved field technicians, generally under AAR Guidelines.

2. Payment for Services

A. Fee Schedule & Maximum Costs

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant's expenses arising therefrom at the prevailing rate for Consultant's time plus out-of-pocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

3. Indemnity & Insurance

A. Indemnity

Consultant shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant's proportion of the total fault which directly caused the damages. Client shall indemnify and hold harmless Consultant against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client's proportion of the total fault which directly caused the damages.

B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

General Conditions (cont'd)

C. Insurance

(1) Consultant carries coverage and limits of liability insurance as follows:

- (a) Workers Compensation with statutory limits.
- (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
- (c) Comprehensive General Liability with the following coverage:
 - I. Limit \$1,000,000.00 per occurrence
 - II. \$2,000,000.00 general aggregate
 - III. \$2,000,000.00 products completed/ operations aggregate
 - IV. \$1,000,000.00 personal and advertising injury
 - V. \$300,000.00 fire Damage (any one fire)
 - VI. \$25,000.00 medical expenses (any one person)
- (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00
- (e) Professional Liability (claims made) with the following coverage:
\$1,000,000.00 per occurrence
- (f) Contractor Pollution Liability (claims made):
\$1,000,000.00 each occurrence
- (g) Umbrella Liability.
\$5,000,000.00 each occurrence

(2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.

(3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of such insurance policies indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured on each certificate of insurance.

9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.

4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

6. Restriction to hire employees of Consultant

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

7. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.

RESOLUTION NO.

Resolution Authorizing an Agreement with the Institute for Environmental Assessment, Inc. to Perform an Asbestos and Hazardous Materials Inspection at 205 4th Street NE

WHEREAS, the City has received a proposal from Institute for Environmental Assessment, Inc. to perform an asbestos and hazardous materials inspection of the former Salvation Army Thrift Store located at 205 4th Street NE.

WHEREAS, the work will consist of a building inspection and material sample testing for hazardous materials per EPA guidelines.

WHEREAS, the project contract fee would be \$2,600.00. There is an additional cost for laboratory analysis fee per bulk sample layer of \$21.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Austin hereby approves the agreement with Institute for Environmental Assessment, Inc. to perform asbestos and hazardous materials inspection in the amount of \$2,600 and additional cost for laboratory analysis fee per bulk sample layer of \$21.00.

Passed by a vote of yeas and nays this 17th day of March, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

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



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

MEMORANDUM

TO: Honorable Mayor and Council

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

DATE: March 17, 2025

SUBJECT: Grant Application for Legislative-Citizen Commission on Minnesota Resources (LCCMR) Funds

This item was brought before City Council at its March 3, 2025 meeting. Council agreed to bring this item back as an action item at the March 17, 2025 meeting.

Background:

City Administrator Craig Clark and I have been working with SEH to apply for a Legislative-Citizen Commission on Minnesota Resources (LCCMR) grant to fund the development of a City-wide Trails (Bike/Ped) Network Plan, which is a direct outcome of the ongoing work of the Comprehensive Plan process.

We have had a general plan for trail buildout but we need to advance a format to outline our projects for grant funding. The goal is to have a continual application for LCCMR or DNR funding to build out our trail network. Developing this Plan would be instrumental in assisting with the City's efforts to secure future construction funding to expand and connect trails throughout Austin and surrounding areas.

The 75% grant amount requested is \$75,000, of which 25% (\$25,000) is required as a match from a local funding source, for up to \$100,000 total. Staff's intention is to gain support from the Hormel Foundation and apply for the \$25,000 matching funds through the Hormel Foundation grant process, which is due August 29, 2025. Staff would envision working with City Council on our Presentation. The LCCMR grant is due March 19, 2025. Grants are reviewed and those selected to be presented to Legislature are typically announced in mid-June.

As part of the application process for LCCMR funds, the City must issue a letter to the Legislative-Citizen Commission of Minnesota Resources Members as well as Adopt a Resolution in support of a grant application.

Attachment 1: Grant Submission Letter
Attachment 2: Grant Resolution
Attachment 3: SEH Agreement for Professional Services

Staff Recommendation:

Staff recommends City Council consider approval of Grant Submission Letter and adoption of Resolution to apply for the grant funding.

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



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

March 17, 2025

Legislative-Citizen Commission on Minnesota Resources (LCCMR)
Centennial Office Building 1st Floor
658 Cedar Street
St. Paul, MN 55155

To the Members of the LCCMR:

The City of Austin is seeking \$100,000 to fund a Trail (Bike/Ped) Network Plan. The City of Austin supports this project and authorizes the submittal of a proposal by Jason Sehon, Director of Parks, Recreation and Forestry for funding of this project to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the 2025 Environmental and Natural Resources Trust Fund (ENRTF) Request for Proposal.

If funds are awarded, the City of Austin understands that it must comply with all applicable federal and state laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement (if needed) and the approved LCCMR work plan. The City of Austin understands that grants from the ENRTF are generally paid out on a reimbursement basis and has the financial capability to pay for project expenses prior to seeking reimbursement.

The City of Austin certifies that none of its current principals have been convicted of a felony financial crime in the last ten years. For this purpose, a principal is defined as a public official, a board member, or staff that would have the authority to access or determine the use of ENRTF funds, if awarded. The City of Austin has the financial capability to meet match requirements and ensure adequate construction, operation, and maintenance of the project once completed.

Jason Sehon is authorized to execute such agreements and work plans as necessary and also authorized to implement the project on behalf of the City of Austin.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason Sehon".

Jason Sehon
Director of Parks, Recreation & Forestry

RESOLUTION NO.

Resolution Authorizing Proposal Submission for Legislative-Citizen Commission on Minnesota Resources (LCCMR) Grant Application

WHEREAS, the City of Austin seeks \$100,000 to fund a Trail (Bike/Ped) Network Plan; and

WHEREAS, the City of Austin supports the above referenced project and authorizes the submittal of a proposal for funding of this project on behalf of the City of Austin to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the 2025 Environmental and Natural Resources Trust Fund (ENRTF) Request for Proposal; and

WHEREAS, that, if funding is awarded, the City of Austin agrees to accept the award and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Austin will comply with all applicable laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement and the approved LCCMR work plan; and

WHEREAS, the City of Austin understands that grants from the ENRTF are generally paid out on a reimbursement basis. The City of Austin has the financial capability to pay for project expenses prior to seeking reimbursement; and

WHEREAS, the City of Austin certifies none of the current principals of the City of Austin have been convicted of a felony financial crime in the last ten years. For this purpose, a principal is defined as a public official, a board member, or staff that would have the authority to access or determine the use of ENRTF funds, if awarded; and

WHEREAS, the Department of Parks, Recreation and Forestry is hereby authorized to execute such work plans as necessary and Jason Sehon, Director is authorized to implement the project on behalf of the City of Austin; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Austin has the financial capability to meet the match requirements and ensure adequate construction, operation, and maintenance of the project once completed; and

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

Passed by a vote of yeas and nays this 17th day of March, 2025.

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor

Agreement for Professional Services

This Agreement is effective as of March 3, between the City of Austin (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Austin Trails Master Plan**

Client's Authorized Representative: Craig Clark, City Administrator

Address: 500 Fourth Avenue NE, Austin, Minnesota 55912

Telephone: 507.437.9941 **email:** craigc@ci.austin.mn.us

Project Manager: Mark Nolan

Address: 3535 Vadnais Center Drive, St. Paul, Minnesota 55110

Telephone: 612.255.4042 **email:** mnolan@sehinc.com

Background: The project will update/develop a citywide trails master plan and preliminary design of priority trail segments for the City of Austin. The plan will include a trails plan, design guidelines, implementation plan and preliminary designs of priority trail segments in the city. Note: detailed scope, schedule and fee will be completed with Client upon verification of funding award.

Scope: The Basic Services to be provided by Consultant are citywide Trails Master Planning and Preliminary Engineering Services. Services provided are subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

- **Task 1. Prepare Legislative-Citizen Commission on Minnesota Resources (LCCMR) Grant Application**
 - Assist with Preparation and Application Submittal
 - Assist with Semi-Annual Grant Workplan Updates
- **Task 2. Project Management**
 - Project Administration (work coordination, invoicing, etc.)
 - Project Kickoff Meeting with City Staff (virtual)
 - Biweekly Project Check-In Meetings (approximately 15, virtual)
- **Task 3. Existing Conditions Assessment**
 - Data Collection (traffic and GIS data) and Topographical Survey
 - Review Existing Planning Documents
 - Base Mapping
- **Task 4. Community Engagement**
 - Prepare Materials for City-Hosted Engagement Events (including one Open House)
- **Task 5. Prepare Trails Master Plan Document**
 - Trails Master Plan Vision and Principles
 - Prepare Draft Trails Master Plan Map
 - Prepare Design Guidelines/Facility Types

- Trails Wayfinding Plan
- Implementation and Funding Plan
- Submit Final Plan Document
- **Task 6. Trail Segment Preliminary Design**
 - Assist City with Selection of Priority Trail Segments
 - Preliminary Design for Seven (7) Trail Segments, up to Seven (7) Total Miles
 - Wetland Delineation for Trail Segments
 - Preliminary Cost Estimates

Schedule: We will begin work upon execution of a signed contract. We have outlined below some critical milestones and tentative dates:

Submit LCCMR Grant Application/Proposal	March 19, 2025
High-Ranking Proposals Selected for Further Consideration	June 2025
Proposals Selected for Recommendation to the Legislature.....	July 18, 2025
Funding Recommendations Adopted by LCCMR.....	November 2025
Funding Becomes Available.....	July 1, 2026
Notice to Proceed/Project Kickoff Meeting.....	Early August 2026
Existing Conditions Assessment.....	August 2026
Community Open House.....	Mid-September 2026
Prepare Draft Trails Plan.....	September-November 2026
Prepare Implementation and Funding Plan	November 2026
Prepare Trail Segment Preliminary Design/Cost Estimates	November 2026-February 2027

Payment: The estimated fee is subject to a not-to-exceed amount of \$100,000 including expenses and equipment.

The fee is broken into the tasks as listed below:

Task 1 – Prepare Grant Application.....	\$2,400
Task 2 – Project Management	\$7,300
Task 3 – Existing Conditions Assessment.....	\$27,000
Task 4 – Community Engagement.....	\$2,700
Task 5 – Prepare Master Plan Document.....	\$10,400
Task 6 – Trail Segment Preliminary Design.....	\$50,200

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the “Agreement”) supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under “Other Terms and Conditions”. The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and

signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

- Section I(C)(1) is modified to read as follows: "If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon written agreement between the Parties, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services."
- Section II(A)(3) is modified to read as follows: "Client shall not be required to inspect or observe Consultant's Services. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner."
- Section II(A)(5) is modified to read as follows: "Excepting circumstances where Consultant knows such information to be inaccurate, Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose."
- Section IV(A)(4) is added and reads as follows: "To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the Client from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, to the extent caused by the Consultant's negligence. Consultant's indemnification obligation shall apply to the Consultant's subcontractor(s), or anyone directly employed or hired by the Consultant, or anyone for whose acts the Consultant is liable. Consultant agrees this indemnity obligation shall survive the completion or termination of this Agreement for a period of 18 months."

Short Elliott Hendrickson Inc.

By: _____
Full Name: _____
Title: _____

City of Austin

By: _____
Full Name: _____
Title: _____

Exhibit A-1
to Agreement for Professional Services
Between Austin Community Charitable Fund (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated June 12, 2024

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.

2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.

2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.

2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.

4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.

2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

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



Thomas Dankert
Director of
Administrative Services
507-437-9959
Fax 507-433-1693
tdankert@ci.austin.mn.us

TO: Mayor King and Council Members

FROM: Tom Dankert *TAD*

DATE: March 17, 2025

RE: **Budget Adjustment #4 – 2025 Budget Adjustment**
U:\MISCELLANEOUS\Miscellaneous Word - 2025\2025 Budget Adjustment #4.doc

Department heads have gotten back to me on specific budgetary items that they would like to carry-over from the 2024 budget into 2025 to expend.

The requests are as follows:

General Fund (11000):

Parks and Recreation:

- Playground equipment, **\$124,000.**
- Swimming Pool, pool assessment, **\$17,500.**

Administration:

- L.O.S.T consultant, **\$20,000.**
- City hall stucco repair, **\$20,000.**

Police:

- Watchguard Warranty (years 2-5), **\$88,000.**

Planning/Zoning:

- Comprehensive Plan Update, **\$45,000.**
- GovWell software, **\$7,500 (New Request).**

Public Works:

- Riverside Arena sidewalk replacement, **\$50,000.**

	<u>Debit</u>	<u>Credit</u>
49011.6540 Equipment	\$ 372,000	
41110.5490 Use of Fund Balance		\$ 372,000
Total General Fund	\$ 372,000	\$ 372,000

Central Garage Fund (71000):

Central Garage – Streets:

- Replace Sterling Plow Truck #66, **\$240,000**.

	<u>Debit</u>	<u>Credit</u>
43317.6520 Buildings	\$ 240,000	
43317.5490 Use of Fund Balance		\$ 240,000
Total Central Garage Fund	\$ 240,000	\$ 240,000

Fire Fleet Replacement Fund (73000):

Fire Department:

- Stripe and rehab trailer, **\$5,000**.

	<u>Debit</u>	<u>Credit</u>
42207.6540 Machinery	\$ 5,000	
42207.5490 Use of Fund Balance		\$ 5,000
Total Fire Fleet Replacement Fund	\$ 5,000	\$ 5,000

In addition, we paid for a non-participating portion (state gas tax does not cover this cost) of a state aid street project our of MSAS Funds, when it technically should be paid for from Fund 49 funds in 2023. We would like to transfer the portion that was non-participating from Fund 49 to Fund 42 to reimburse it (totaling **\$267,257**).

CIP revolving Fund (49000):

Street Project Transfer:

- Project 23103 Non-participating portion, **\$267,257** (transfer from Fund 49 to Fund 42).

	<u>Debit</u>	<u>Credit</u>
48255.7742 Transfer to Fund 42	\$ 267,257	
49000.1010.01 Cash		\$ 267,257
42000.1010.01 Cash	\$267,257	
48254.5410 Transfer from Fund 49		\$ 267,257
Total Fire Fleet Replacement Fund	\$ 534,514	\$ 534,514

By passing a Resolution, council will have then officially amended the budget for the 2025 year that would allow for the above purchases/transfers.

Please do not hesitate to give me a call if you have any questions.

RESOLUTION NO.

BUDGET ADJUSTMENT #4

RESOLUTION AMENDING THE 2025 OPERATING BUDGET OF FUND 11 - GENERAL FUND, FUND 49-CIP REVOLVING FUND, FUND 71- CENTRAL GARAGE FUND, AND FUND 73 – FIRE FLEET FUND

WHEREAS, the City Council of the City of Austin adopted Resolution No. 17099 on December 16, 2024 approving the 2025 operating budgets for the various city operations; and

WHEREAS, the following budgeted items from 2024 are requested to be carried over to 2025:

General Fund (11000):

Parks and Recreation:

- Playground equipment, **\$124,000**.
- Swimming Pool, pool assessment, **\$17,500**.

Administration:

- L.O.S.T consultant, **\$20,000**.
- City hall stucco repair, **\$20,000**.

Police:

- Watchguard Warranty (years 2-5), **\$88,000**.

Planning/Zoning:

- Comprehensive Plan Update, **\$45,000**.
- GovWell software, **\$7,500 (New Request)**.

Public Works:

- Riverside Arena sidewalk replacement, **\$50,000**.

	<u>Debit</u>	<u>Credit</u>
49011.6540 Equipment	\$ 372,000	
41110.5490 Use of Fund Balance		\$ 372,000
Total General Fund	\$ 372,000	\$ 372,000

Central Garage Fund (71000):

Central Garage – Streets:

- Replace Sterling Plow Truck #66, **\$166,000**.

	<u>Debit</u>	<u>Credit</u>
43317.6520 Buildings	\$ 166,000	
43317.5490 Use of Fund Balance		\$ 166,000
Total Central Garage Fund	\$ 166,000	\$ 166,000

Fire Fleet Replacement Fund (73000):

Fire Department:

- Stripe and rehab trailer, **\$5,000.**

	<u>Debit</u>	<u>Credit</u>
42207.6540 Machinery	\$ 5,000	
42207.5490 Use of Fund Balance		\$ 5,000
Total Fire Fleet Replacement Fund	\$ 5,000	\$ 5,000

And;

WHEREAS, the following transfer is being requested to fund non-participating portions of street project 23103 (7th Avenue NE/19th Drive NE) from the CIP Revolving Fund 49000 to MSAS Fund 42000:

	<u>Debit</u>	<u>Credit</u>
48255.7742 Transfer to Fund 42	\$ 267,257	
49000.1010.01 Cash		\$ 267,257
42000.1010.01 Cash	\$267,257	
48254.5410 Transfer from Fund 49		\$ 267,257
Total Fire Fleet Replacement Fund	\$ 534,514	\$ 534,514

And;

WHEREAS, generally accepted accounting principles and reporting practices call for the amendment of the adopted budget to properly reflect these authorizations.

NOW THEREFORE, BE IT RESOLVED that the City Recorder shall record these authorized budget amendments upon the City's 2025 financial records.

Passed by a vote of yeas and nays this 17th day of March, 2025.

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor



To: Mayor Steve King

From: Mark Nibaur, General Manager
Steve Greenman, Board President

Date: 3/11/2025

RE: Commissioner Appointment

Honorable Mayor King,

Austin Utilities has received Ms. Jeanne Sheehan's resignation from the Austin Utilities Board of Commissioners effective February 18, 2025.

City Charter describes the process for filing a vacancy in section 10.01. "All vacancies, by resignation or otherwise shall be filled by the mayor with consent of the city council, which person so appointed shall hold office until the next succeeding election and until his or her successor is elected and qualified".

Ms. Sheehan's full term would end December 31, 2026. Austin Utilities Board of Commissioners and staff have reviewed options for replacing Ms. Sheehan and are seeking the Mayor's support and appointment of Mr. Geoff Baker to fill the remaining term of the vacant board seat.

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>
\$ 100	Michael & Susan Gregg	2025 Flowers
\$ 500	Friends of the JC Hormel Nature Center	4th Avenue Fest

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 17th day of March, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor