

A G E N D A
CITY COUNCIL MEETING
MONDAY, JUNE 16, 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 June 2, 2025

3. Awards and Recognitions:
Human Resources Generalist Introduction

(mot) 4. *Consent Agenda

Licenses:

Tree Service: Johanns Tree Service & More, Osage, IA

Claims:

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

Events:

Cruising for Christ on July 11, 2025

PUBLIC HEARING:

(res) 5. Reviewing a tax abatement application from the HRA
a. approval or denial of abatement

BID AND AWARDS:

(res) 6. Receiving bids for Oakland Ave/1st Ave SW Project (back up to follow)
a. awarding bid

(res) 7. Receiving bids for Todd Park Sanitary Sewer Project
a. awarding bid

PETITIONS AND REQUESTS:

(res) 8. Approving change order number eight for the Wastewater Treatment Plant project

(res) 9. Approving an agreement with WHKS for construction administration for the 2025 Oakland Avenue project

- (res) 10. Approving an agreement with SEH for construction services for the Wastewater Treatment Plant levee for phase one
- 11. Approving an easement with MetroNet
 - (res) a. approve an easement on the library parcel
 - (res) b. approve an easement on the pool parcel
- (res) 12. Approving a request from the HRA for financial support for the Cedar View Apartments
- (mot) 13. Reviewing a fence appeal from Armando Pedro
 - a. approve or deny fence appeal request
- (mot) 14. Reviewing a greenspace variance from Astrup Properties, LLC
 - a. approve or deny variance request
- (res) 15. Accepting donations to the City of Austin

CITIZENS ADDRESSING THE COUNCIL

REPORTS AND RECOMMENDATIONS

City Administrator
City Council

- (mot) Adjourn to **Monday, July 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
June 2, 2025
5:30 PM
Council Chambers

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

MEMBERS ABSENT:

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

APPEARING IN PERSON: Austin Daily Herald, KSMQ representative Laura Archbold, Discover Austin representative Nancy Schnable, Officers from the Austin Police Department, Mary Hagen, Victor Ordonez, and many community members.

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

Director of Administrative Services Tom Dankert administered the oath of office to Oballa Oballa.

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

Moved by Council Member Baskin, seconded by Council Member Postma, approving Council minutes from May 19, 2025 & May 28, 2025 meetings. Carried.

Sergeant Osborne from the Austin Police Department recognized Chaplain Victor Ordonez for the work he has done for the department and the community. Sergeant Osborne presented him with a plaque and a letter of commendation from the police department. He introduced the new pastor, Dan Mielke, who will be assisting the Austin Police Department in place of Chaplain Ordonez.

Mayor King introduced Mary Hagen. Ms. Hagen was at a sporting event a few weeks ago, and there was a medical emergency where she had to perform CPR on a child less than a year old. Her measures helped save the life of the young child. Mayor King presented Ms. Hagen with a Key to the City for her quick action and lifesaving efforts.

KSMQ representative Laura Archbold presented the 2024 local content and service report to the Council. She thanked the Council and citizens of Austin for their ongoing support.

Discover Austin representative Nancy Schnable presented the 2024 annual report to Council.

Mayor King thanked Ms. Schnable for all her work with Discover Austin.

Council Member Helle stated that the year-over-year numbers look good. She asked Ms. Schnable the reason this is happening, if she anticipates this will continue, and does she need any additional support.

Ms. Schnable stated they are bouncing back from COVID and have hotels that have completed their renovations, offering availability to host travelers.

CONSENT AGENDA

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

Licenses:

Temporary Liquor: Angry Hog Brewery & Taproom on July 3 & 4, 2025

Appointments to Board and Commissions:

Oballa Oballa to the Human Rights Commission – term expiring December 31, 2026

Oballa Oballa to the SMART Transit Advisory Committee – term expiring December 31, 2026

Oballa Oballa to the Beyond the Yellow Ribbon Committee – term expiring December 31, 2026

Oballa Oballa to the Blazing Star Trail Joint Powers Board – term expiring December 31, 2026

Arlen Schamber to the HRA Board – term expiring December 31, 2026

Claims:

a. Pre-list of Bills

Events:

Eagles Car Cruise in on Wednesday from June 4, 2025 – September 3, 2025

Graduation Party on June 7, 2025

“No Kings” Rally on June 14, 2025

Childcare Provider Appreciation Picnic on June 23, 2025

Freedom Festival 2025 on July 3 & 4, 2025

Darren Dash 14 5k with Freedom Fest 2025 on July 5, 2025

Vans National Museum Visit on July 8, 2025

Oldsmobile Auto Club on September 12, 2025

Carried.

PETITIONS AND REQUESTS

City Administrator Craig Clark stated they discussed approving this contract at the previous work session, and he is seeking Council approval to move forward with the employee engagement training led by Dave Unmacht and Laura Kurshner.

Moved by Council Member Baskin, seconded by Council Member Postma, approving a contract with Dave Unmacht and Laura Kurshner for employee engagement training. Carried 7-0.

Public Works Director Steven Lang stated this advance construction agreement allows for MnDOT to serve as the fiscal agent for the City of Austin to allow the acceptance of federal funding in relation to the Oakland Avenue/1st Avenue SW project. This project is scheduled to take place from 2025 to 2027. The federal grants will cover up to 80% of eligible costs. The term of this agreement is five years, but he anticipates this project will be completed before that. He stated a single audit will also be required. He requested council approval of this agreement with MnDOT to allow them to be the fiscal agent for advance construction.

Moved by Council Member Fischer, seconded by Council Member Helle, approving an agreement with MnDOT for advance construction. Carried 7-0.

Public Works Director Steven Lang stated last year, they approved the project to replace the fueling system at the Austin Municipal Airport. This project is scheduled to begin after July 4, 2025. Mr. Lang stated as part of the project, the EPA is requiring a Spill Prevention, Control, and Countermeasure (SPCC) plan. SEH has provided a proposal to complete the required plan at a lump sum cost of \$7,100. He presented a grant that will cover 70% of the cost. He would recommend approval of this grant with MnDOT to cover 70% of the spill prevention plan, as the grant will cover \$4970 of the total \$7100 cost to develop the plan.

Moved by Council Member Fischer, seconded by Council Member Baskin, approving a grant with MnDOT for the replacement of the Airport fuel system and development of the SPCC plan. Carried 7-0.

City Clerk Brianne Wolf requested Council approve a liquor license expansion for Dusty's Bar and Lounge to an outdoor seating area. Ms. Wolf stated Dusty's has fulfilled all requirements set forth by the City, obtained the necessary insurance, and signed the lease agreement.

Moved by Council Member Postma, seconded by Council Member Baskin, approving an expansion of the liquor license at Dusty's Bar and Lounge to the alley area. Carried 7-0.

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

Moved by Council Member Fischer, seconded by Council Member Waller, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 511 5th Avenue NW, Ullwelling Property. Carried.

Moved by Council Member Fischer, seconded by Council Member Oballa, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 801 8th Avenue SE, Millam Property. Carried.

REPORTS AND RECOMMENDATIONS

City Administrator Criag Clark stated he has not heard any new information on local LGA funding.

Library Director Julie Clinefelter stated the summer reading program started at the library. They had a foam party on the lawn this afternoon to kick it off. The program will run from June 2, 2025 to August 2, 2025.

Council Member Baskin welcomed Council Member Oballa Oballa. He thanked the candidates that applied for the open Third Ward Council position. He congratulated the recent 2025 graduates. He congratulated Mr. Lang on the recent birth of his granddaughter.

Council Member Postma stated the Housing Resource Agency (HRA) home that was recently constructed by Riverland students will be up for sale. He stated Wednesday, June 4th is Fourth Avenue Festival and encourages all to attend. He stated he is disappointed we do not have a budget from our legislature.

Council Member Helle reiterated 4th avenue fest will be held on Wednesday. She stated June is pride month. She also stated the municipal pool is now open but will be closed on Fridays due to a lifeguard shortage.

Council Member Oballa thanked everyone for giving him the opportunity to serve on the Austin City Council.

Mayor King read the June City of Austin employee anniversaries.

Moved by Council Member Oballa, seconded by Council Member Helle, adjourning the meeting to June 16, 2025. Carried.

Adjourned: 6:13 p.m.

Approved: June 16, 2025

Mayor: _____

City Recorder: _____

HOUSING TAX ABATEMENT APPLICATION

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

Property Owner / Applicant: HRA of Austin

Current Address: 308 2nd AVE NE

Telephone: 507-433-1866

E-Mail: taggart@austinhra.org

Has applicant ever defaulted on property taxes? No

If Yes, provide details on separate page(s).

Are property taxes current? Yes

PROJECT <i>(check all that apply)</i>		
Single-Family New Construction	Multi-family Complex	
Is this an application for a replacement of an existing housing unit on the same parcel? No		
Is this application for an existing housing unit you intend to move to this parcel? No		
If YES, where is the unit being relocated from?		
Project Address:		
Project Legal Description: SubdivisionName WESTRIDGE ESTATES Lot 001 Block 001 SubdivisionCd 34786		
Parcel Number: 34.786.0010	Est. Project Valuation:	\$ 350,000

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

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

HRA of Austin - Applicant submitted via online form and agreed to conditions above 05/16/2025

Signature of Applicant(s) _____ **Date** _____

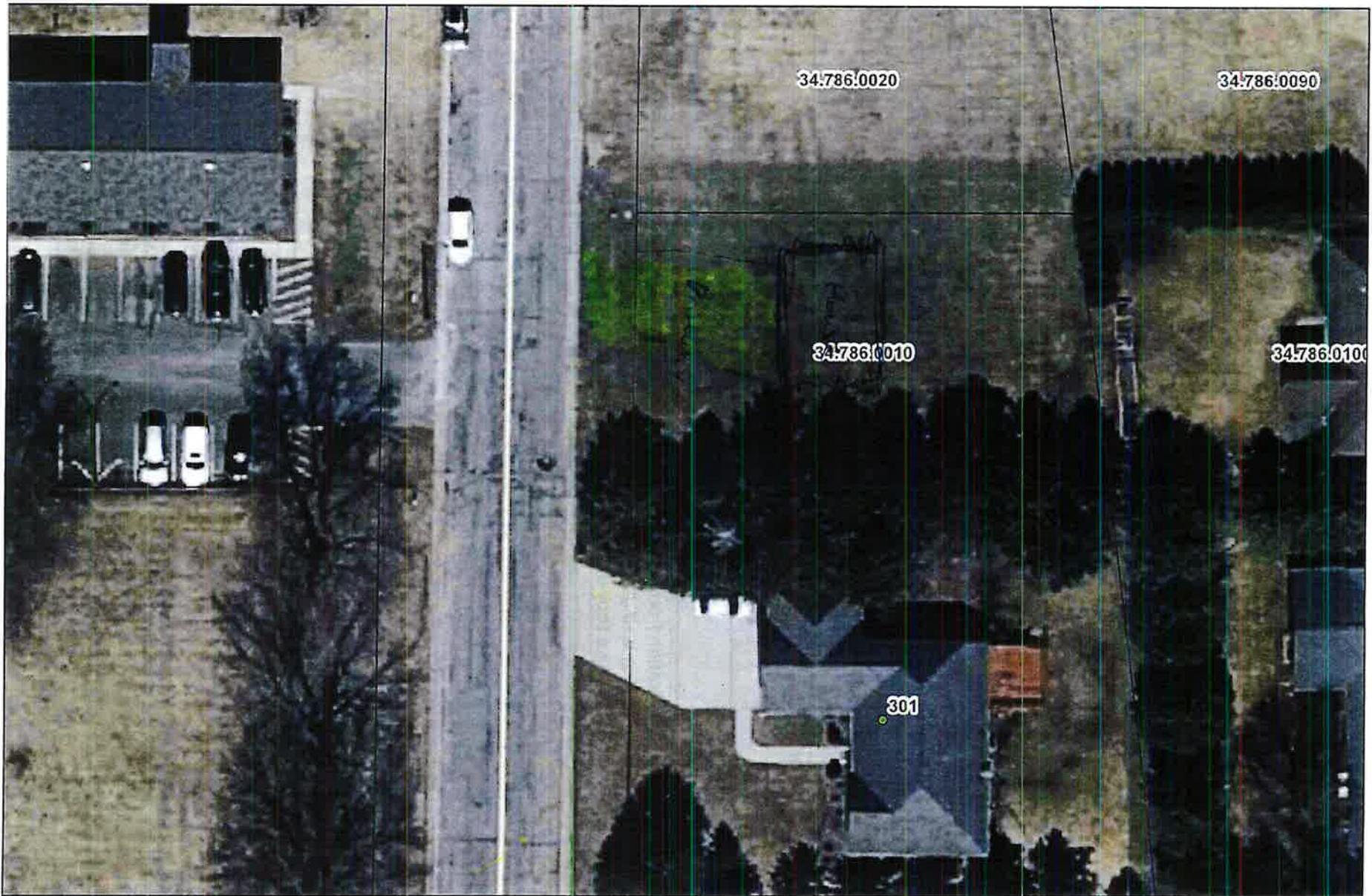
FOR OFFICE USE ONLY: _____ **ELIGIBLE / APPLICABLE APPROVALS** _____
Mower County _____ **Date:** _____

City or Township of _____ **Date:** _____

School District of _____ **Date:** _____

Disclaimer: Each taxing entity makes its own decision on approval or denial of application for tax abatement. Applications must comply with all requirements of the policy/program as outlined in the policy/program guidelines and build within allotted timeframe or tax abatement offer will be automatically terminated.

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



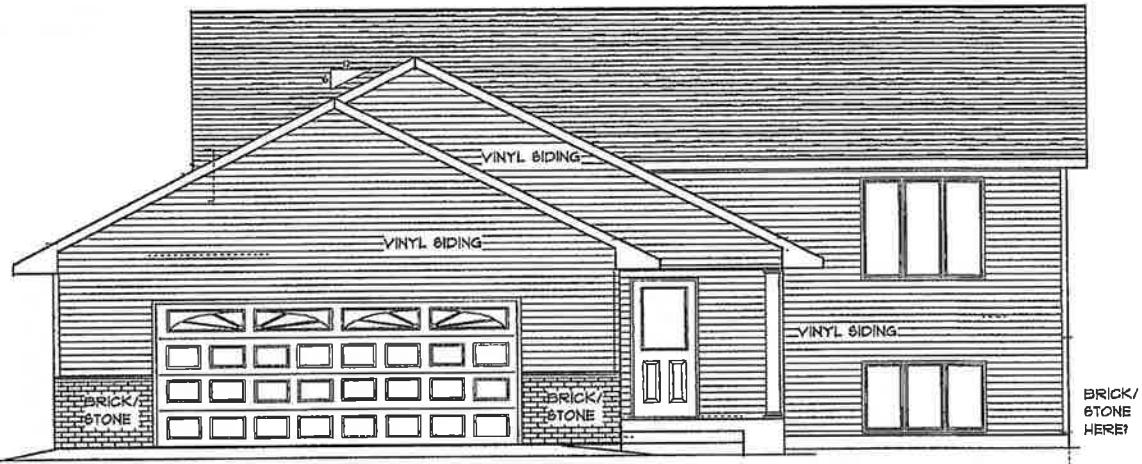
MOWER
COUNTY

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Mower County Public GIS

Date/Time: 5/13/2025 9:35 AM



6' MIN WOOD TO GRADE SEPARATION
GRADE FALL OF 6" IN 10' 0" MIN

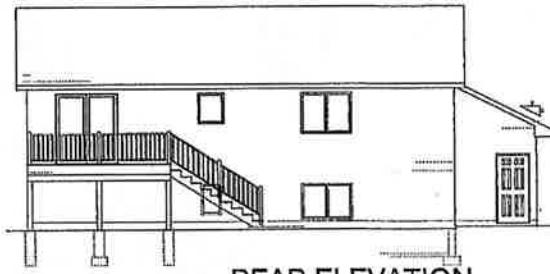
FOOTING DEPTH AS
DETERMINED BY FINISHED
GRADE & SOIL CONDITIONS
SIZE DETERMINED BY LOAD

FRONT ELEVATION

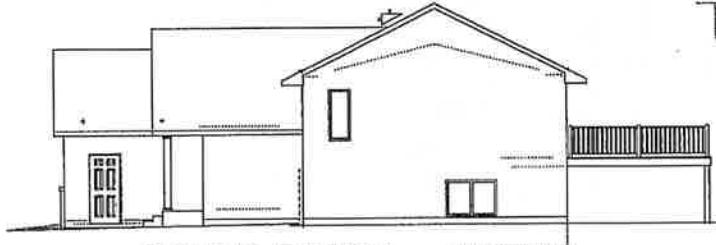
R403.1.1.3 FOUNDATION ELEVATION
ON GRADED SITES, THE TOP OF ANY EXTERIOR FOUNDATION
SHALL EXTEND ABOVE THE ELEVATION OF THE "STREET" GUTTER
AT A POINT OF DISCHARGE OR THE INLET OF AN APPROVED
DRAINAGE DEVICE A MINIMUM OF 12" PLUS 2%. ALTERNATE
ELEVATIONS ARE PERMITTED SUBJECT TO THE APPROVAL OF
THE BUILDING OFFICIAL, PROVIDED IT CAN BE DEMONSTRATED
THAT THE REQUIRED DRAINAGE TO THE POINT OF DISCHARGE
AND AWAY FROM THE STRUCTURE IS PROVIDED AT ALL
LOCATIONS ON THE SITE.



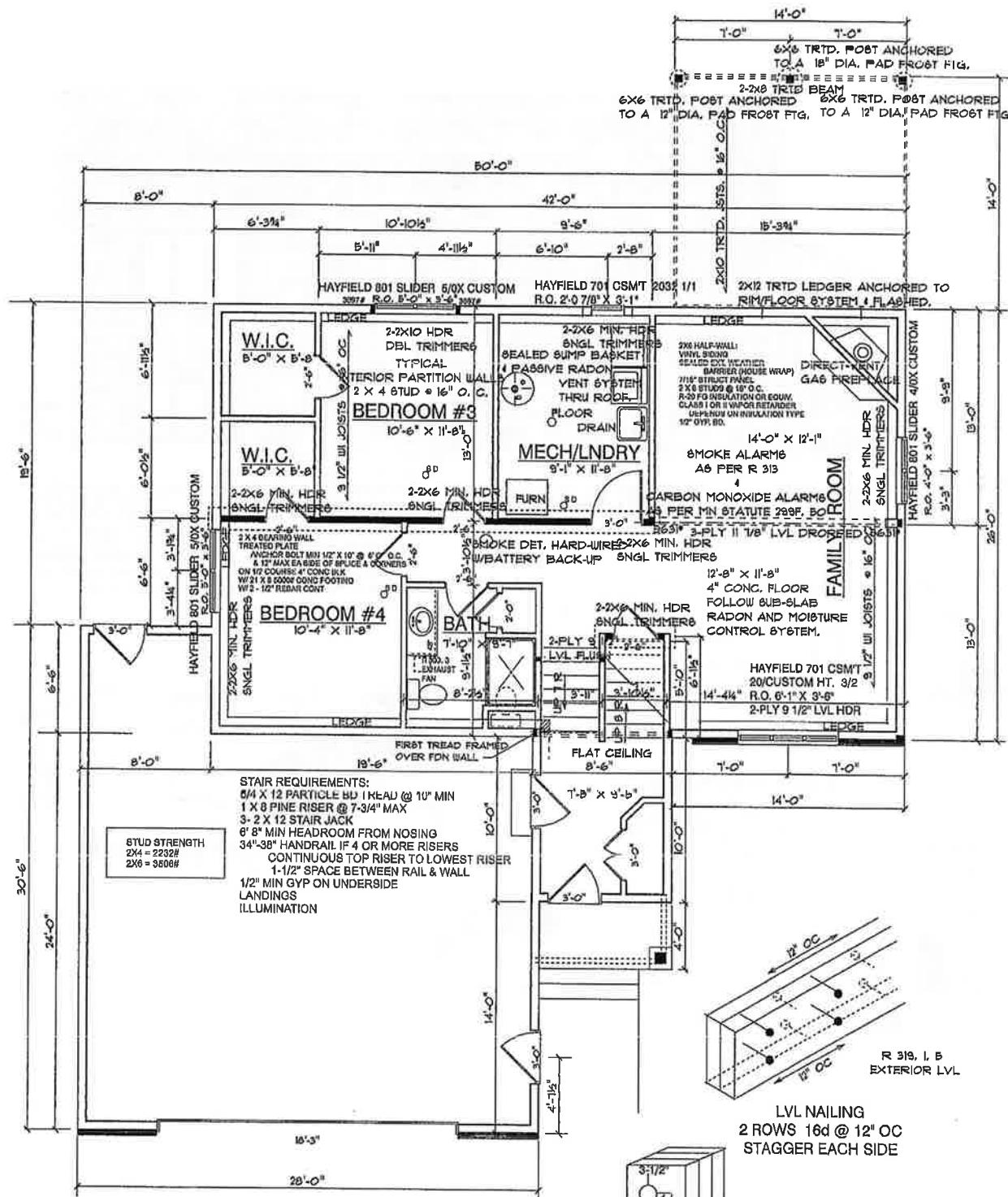
LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

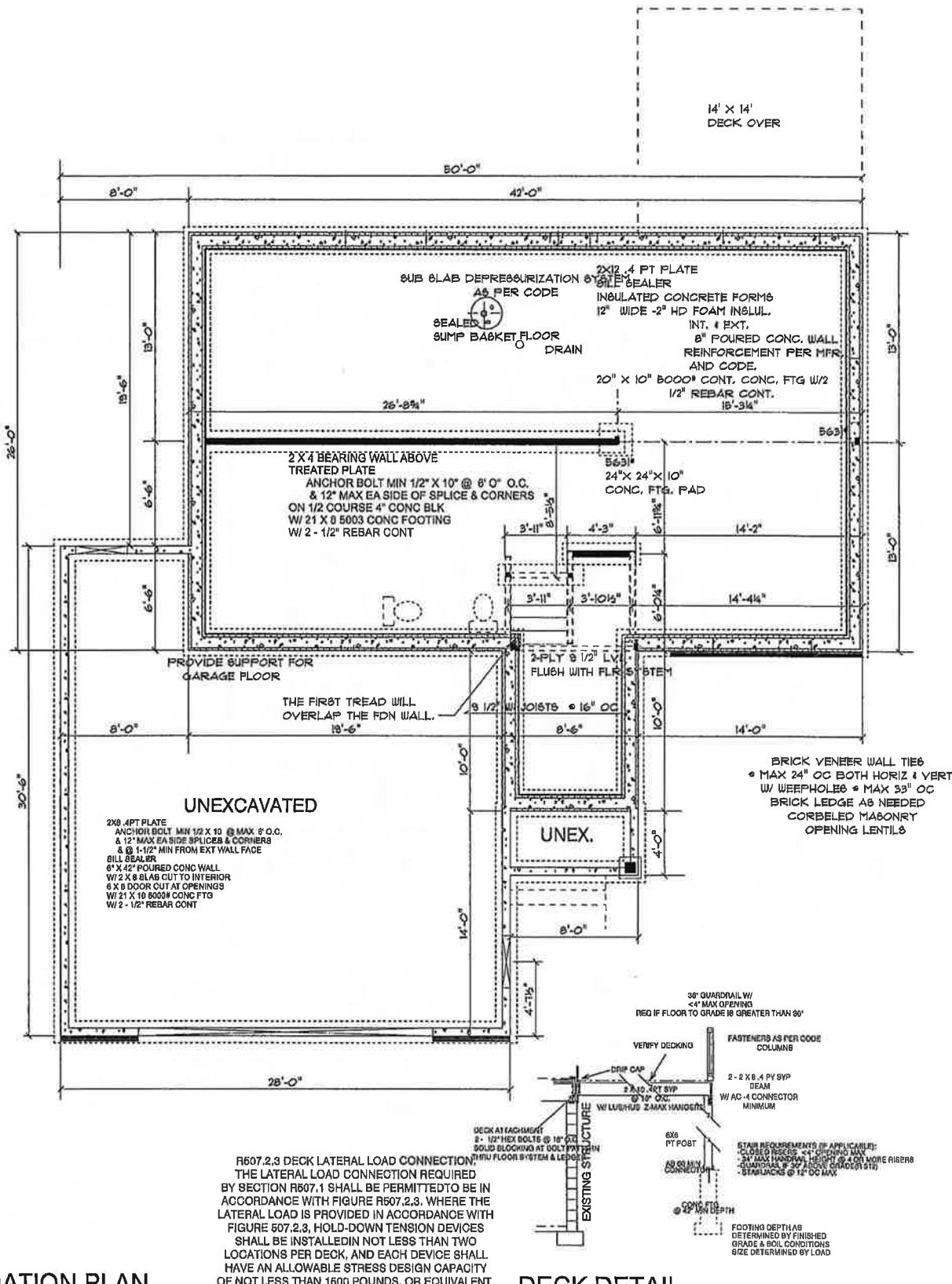


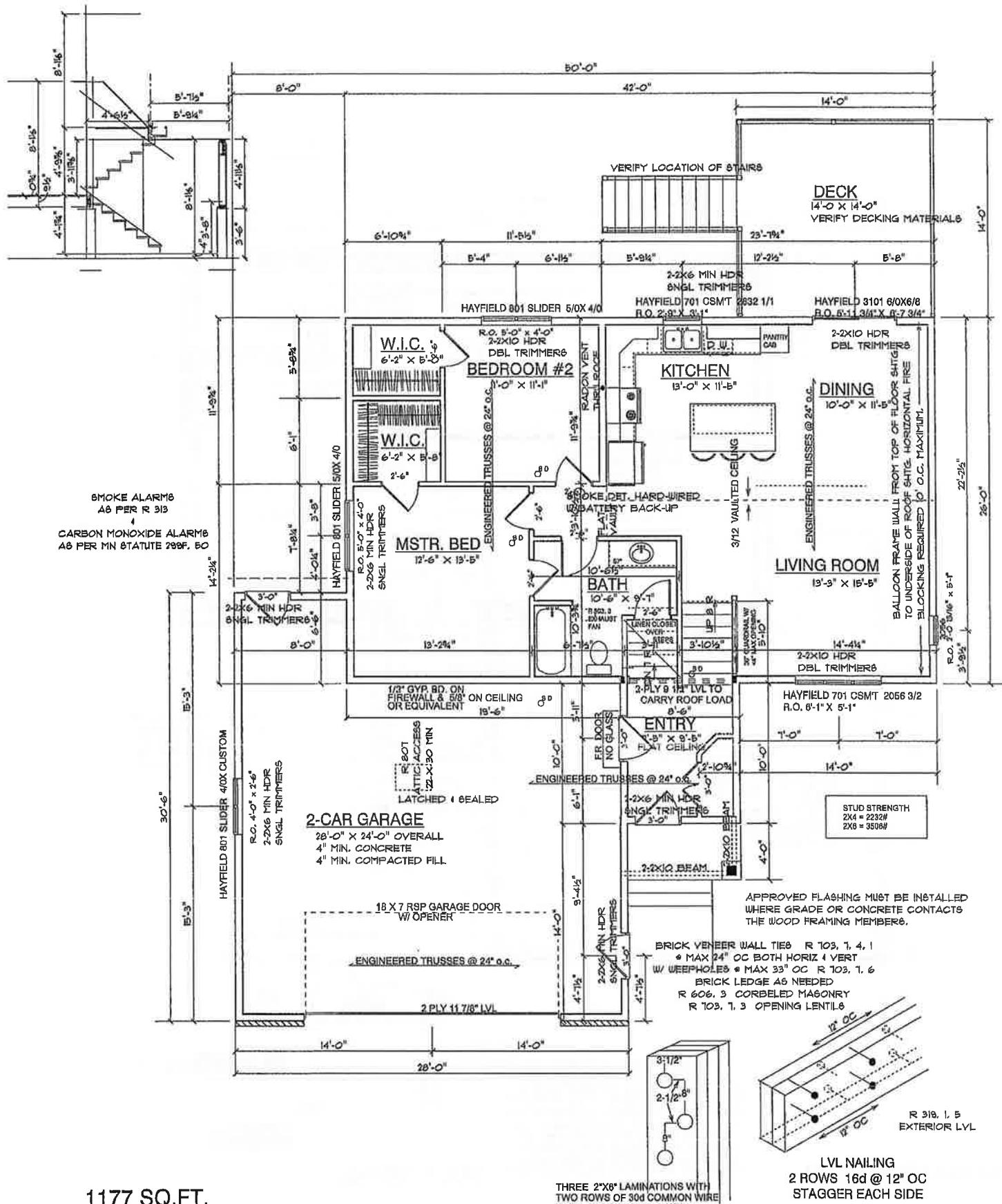
ALL PLATES OR GILLS AND SLEEPERS WHICH ARE WITHIN 8" OF GRADE OR 2" OF CONCRETE SHALL BE OF ROT-RESISTIVE NATURE, TREATED BOTTOM PLATES ARE NOT REQ'D IN BASEMENTS IF 6 MIL POLY OR OTHER VAPOR BARRIER IS INSTALLED UNDER THE CONCRETE FLOOR.

THREE 2"X8" LAMINATIONS WITH
TWO ROWS OF 30d COMMON WIRE
NAILS (D= 0.207", L= 4-1/2")

TYP NAILING SCHEDULES FOR BUILT-UP COLUMNS

1092 SQ.FT.
LOWER LEVEL





1177 SQ.FT.
UPPER LEVEL & ENTRY

RESOLUTION NO.

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

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

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

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

WHEREAS, the Austin Housing and Redevelopment Authority is the owner of certain property within the City of Austin legally described as follows:

Lot 1, Block 1, Westridge Estates Addition to the City of Austin, Mower County.

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

WHEREAS, the Austin Housing and Redevelopment Authority has met the statutory requirements outlined under Minnesota Statute 469.1813 Subdivision (1) and Subdivision 2(i) as well as the Austin Home Initiative guidelines for abatement;

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

The City of Austin does hereby grant an abatement of the City of Austin's share of real estate taxes upon the above-described parcel for the construction of a single family dwelling on the subject property.

The tax abatement will commence with the receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority's resolution, whichever is first, and shall continue for five years.

The City shall provide the awarded abatement payments following the payment of due real estate taxes annually. Payments shall be made to the owner of record at the time of the payment.

The tax abatement shall be limited to the increase in property taxes resulting from the improvement of the property. Land values are not eligible and will not be abated.

The abatement shall be null and void if construction is not commenced within one year of the approval of this resolution or if the real estate taxes are not paid on or before the respective payment deadlines annually.

Passed by a vote of yeas and nays this 16th day of June, 2025.

Yea	Nay
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ATTEST:	APPROVED
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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: Andrew Sorenson, PE
Date: June 16th, 2025
Subject: Bids – 2025 Todd Park North Complex Sanitary Project

The City of Austin received two bids for the connection of concession stands and restrooms in the North ball fields and the restrooms near the pavilion. Work will consist of excavating, sanitary sewer and service construction, and turf restoration.

Project included in this bid is:

- CP 25202 – Todd Park North Sanitary

The bids are summarized below:

Contractor	Bid Amount
JJD Companies, LLC	\$ 107,951.20
Ulland Bros., Inc.	\$ 206,185.00
Hansen Hauling & Excavating	No Bid
Wencl Construction	No Bid
Engineer's Estimate	\$ 107,951.00

The project will be funded using tax levy dollars identified in the 2025 CIP along with dollars from the Building Fund. We would recommend awarding the project to JJD Companies, LLC. If you have any questions, please contact me.

Fund 49 – Capital Improvement Fund	\$ 50,000.00
Fund 48 – Building Fund	\$ 57,941.20

RESOLUTION NO.

AWARDING BID FOR TODD PARK SANITARY SEWER PROJECT

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

Todd Park Sanitary Sewer Project

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

Contractor	Bid Amount
JJD Companies, LLC	\$ 107,951.20
Ulland Bros., Inc.	\$ 206,185.00
Hansen Hauling & Excavating	No Bid
Wencl Construction	No Bid

AND, WHEREAS, it appears JJD Companies, LLC is the lowest responsible bidder.

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

Todd Park Sanitary Sewer Project

Passed by a vote of yeas and nays this 16th day of June, 2025.

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: May 22nd, 2025
Subject: WWTP Expansion & Phosphorus Reduction Project
 Change Order 008

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 008.

- WCD 094, \$ 7,006 Str 31 WAS Line and Air Release Valve Mods
- WCD 095, \$ 7,139 Str 31 Stairwell Heating Mods
- WCD 096, \$ 31,118 Str 69 Screw Press Pipe Mods
- WCD 097, \$ 28,407 Str 66 Boiler Mods
- WCD 098, \$ 6,034 Str 01 Flooring

I would request approval of Change Order 008 in the amount of \$79,704, which includes 5 WCD's valuing a \$51,930.88 cost increase to the Domestic budget and a \$27,773.12 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 (9)	SubTotal	\$ 136,274.63	\$ 122,580.37	\$ 258,855.00
Change Order #8 (DRAFT)	SubTotal	\$ 51,930.88	\$ 27,773.12	\$ 79,704.00
	Total WCD's	\$ 1,670,870.18	\$ 1,682,890.82	\$ 3,353,761.00
	Current Project Amount	\$ 49,189,844.18	\$ 54,171,916.82	\$ 103,361,761.00
	Cost Increase	3.52%	3.21%	3.35%

	Work Change Directive (WCD)	100% Domestic	Combined		100% Industrial
			54.2% Domestic	45.8% Industrial	
Change Order #8 (DRAFT)	WCD-094	\$ 19,064.00	\$ (6,535.44)	\$ (5,522.56)	
	WCD-095		\$ 3,869.34	\$ 3,269.66	
	WCD-096		\$ 16,865.96	\$ 14,252.04	
	WCD-097		\$ 15,396.59	\$ 13,010.41	
	WCD-098		\$ 3,270.43	\$ 2,763.57	
	SubTotal	\$ 51,930.88			\$ 27,773.12

Change Order

No. 08

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-094 Description: Structure 31 WAS Line and ARV Modifications – Furnish labor, materials, and equipment to lower the 8-inch WAS line on the Intermediate Level (Domestic) of Structure 31 to provide the required space above the pipe to install a short body Air Release Valve (ARV). Due to supply issues, provide nine (9) short body, non-AIS ARVs in lieu of regular body AIS ARVs and provide a credit to Owner for the AIS ARVs.</p> <p>Reason: During construction, it was determined that an ARV was needed on the 8-inch WAS line but there was not enough room above the pipe to install the ARV. Subsequent supply issues necessitated the change from regular body AIS certified ARVs to short body, non-AIS ARVs resulting in a credit (Combined) to the Owner. Even with the short body ARV, the 8-inch WAS pipe still needs to be lowered for the short body ARV to fit.</p> <p>Price Change (Domestic): \$19,064.00</p> <p>Price Change (Combined): (\$12,058.00)</p> <p>Time Change: 0 days</p>
2	C	<p>WCD-095 Description: Structure 31 Stairwell Heating Modifications – Furnish labor, materials, and equipment to install two (2) electric heaters in the stairwell of Structure 31.</p> <p>Reason: The stairwell is a fire rated space and requires separate HVAC. The Contract Documents did not include heaters in the stairwell. During construction, the Contractor submitted RFI-178 noting the lack of HVAC in the stairwell, and two (2) electric unit heaters were added via the RFI response.</p> <p>Price Change (Combined): \$7,139.00</p> <p>Time Change: 0 days</p>

3	C	<p>WCD-096 Description: Structure 69 Screw Press Process Modifications – Furnish labor, materials, equipment for changes to Screw Press process piping in the lower and main building levels, the addition of three (3) screw press drain connections, and the addition of three (3) polymer valves and associated piping.</p> <p>Reason: Process piping modifications are needed to clarify piping and wall penetration locations and maintain pump access, to accommodate the increased elevation of screw presses, and provide minimum access clearances. The additional Screw Press drains and polymer valves were not shown on the Contract Documents. These changes are needed for process function and equipment maintenance access.</p> <p>Price Change (Combined): \$31,118.00</p> <p>Time Change: 0 days</p>
4	C	<p>WCD-097 Description: Structure 66 Boiler Modifications – Update hydronic piping to match as-built layout, revise piping layout, add one 3-inch valve, and replace the boiler control panel with a new control panel.</p> <p>Reason: The hydronic piping was updated to match as-built conditions. Additional piping revisions and the addition of one valve were needed to optimize operation of existing and new boilers. Prior to installation, it was determined that the existing boiler control panel was not capable of controlling 3 boilers and a new control panel was needed.</p> <p>Price Change (Combined): \$28,407.00</p> <p>Time Change: 0 days</p>
5	C	<p>WCD-098 Description: Structure 01 Flooring Modifications – Provide materials and labor to replace a portion of the main level subflooring and add an additional finish coat to the new floor.</p> <p>Reason: During flooring installation preparation work, unacceptable asphalt sub flooring was discovered under a portion of the existing floor. The contractor was directed to remove and replace it on a time and material basis. In addition, Owner requested an additional finish coat on the new floor to minimize cleaning and maintenance.</p> <p>Price Change (Combined): \$6,034.00</p> <p>Time Change: 0 days</p>

* D = Domestic, C=Combined, I=Industrial

Attachments (list documents supporting change):

WCD-094
WCD-095
WCD-096
WCD-097
WCD-098

Contract Price Change – Domestic and Industrial Split

Work Change Directive (WCD)	100% Domestic	Combined		100% Industrial
		54.2% Domestic	45.8% Industrial	
WCD 094	\$19,064.00	\$ (6,535.44)	\$ (5,522.56)	
WCD 095		\$3,869.34	\$3,269.66	
WCD 096		\$16,865.96	\$14,252.04	
WCD 097		\$15,396.59	\$13,010.41	
WCD 098		\$3,270.43	\$2,763.57	
Totals		\$51,930.88		\$27,773.12

Contract Status:

Original Contract Price	\$100,008,000.00
Previous Contract Price Revisions (Through Change Order: 07)	\$3,274,057.00
Current Contract Price	\$103,282,057.00
Price Change (this Change Order)	\$79,704.00
Revised Contract Price	\$103,361,761.00
Original Contract Times (days)	
Substantial Completion	1,120
Final Completion	1,370
Previous Contract Time Revisions (days)	
Substantial Completion	42
Final Completion	4
Current Contract Times (days)	
Substantial Completion	1,124
Final Completion	1,374
Time Changes (this Change Order, days)	
Substantial Completion	0
Final Completion	0
Revised Contract Times (days)	
Substantial Completion	1,124
Final Completion	1,374

Recommended for Approval by Engineer:

Name: John Glatzmaier, Project Manager

Signature:

Date:

Approved for Owner (City of Austin, MN) by:

Name:

Signature:

Date:

Approved for Hormel Foods Corp. (if applicable) by:

Name:

Signature:

Date:

Approved for Contractor by:

Name:

Signature:

Date:

RESOLUTION NO.

RESOLUTION APPROVING CHANGE ORDER NO. 8 WITH RICE LAKE CONSTRUCTION GROUP FOR THE WASTEWATER TREATMENT PLANT CONTRACT

WHEREAS, the City of Austin, Minnesota entered into a contract with Rice Lake Construction group for the construction of a new wastewater 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 (9)	SubTotal	\$ 136,274.63	\$ 122,580.37	\$ 258,855.00
Change Order #8 (DRAFT)	SubTotal	\$ 51,930.88	\$ 27,773.12	\$ 79,704.00
	Total WCD's	\$ 1,670,870.18	\$ 1,682,890.82	\$ 3,353,761.00
	Current Project Amount	\$ 49,189,844.18	\$ 54,171,916.82	\$ 103,361,761.00
	Cost Increase	3.52%	3.21%	3.35%

	Work Change Directive (WCD)	100% Domestic	Combined		100% Industrial
			54.2% Domestic	45.8% Industrial	
Change Order #8 (DRAFT)	WCD-094	\$ 19,064.00	\$ (6,535.44)	\$ (5,522.56)	
	WCD-095		\$ 3,869.34	\$ 3,269.66	
	WCD-096		\$ 16,865.96	\$ 14,252.04	
	WCD-097		\$ 15,396.59	\$ 13,010.41	
	WCD-098		\$ 3,270.43	\$ 2,763.57	
	SubTotal	\$ 51,930.88	\$ 27,773.12		

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 8 to the wastewater 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 16th day of June, 2025.

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor

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



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

Memorandum

To: Mayor & Council
From: Steven Lang, PE
Date: June 9, 2025
Subject: Engineering Admin Services – Phase 1, 2025
 Oakland Ave W & 1st Avenue SW

The City of Austin worked with WHKS for the engineering, planning and design related to the Oakland Ave & 1st Ave SW project. We are now moving into the construction phases of work planned for 2025-2027 and have received a proposal from WHKS for construction administration. The WHKS proposal is an hourly rate with a total estimated fee of \$70,000 and would include the following:

- 1) Develop contracts and bonds following Council award of the project
- 2) Shop drawing review and approval
- 3) Conduct preconstruction meeting with contractor, owner, and utility companies
- 4) Construction site visits and weekly construction progress meetings
- 5) Review of quantities and pay applications
- 6) Change order preparation
- 7) Complete necessary paperwork for compliance with Federal requirements, weekly reports, EEO, etc.
- 8) Final summary of construction costs

In addition to the WHKS work, city staff will also be involved with the construction administration items listed above, in addition, wage compliance review, material certification, construction surveying and construction inspections.

We would recommend approval of this agreement with WHKS for construction administration related to the 2025 phase of the Oakland Ave/1st Ave SW project. Attached is Amendment 4 for your reference. Please let me know if you have any questions.

Project Budget

Engineering Design Services, Amendments 1-3
 Engineering Construction Services (2025)
 Construction Contract
 TOTAL

City of Austin

\$ 764,320.00
 \$ 70,000.00
\$ 15,083,845.68
\$ 15,918,165.68

Austin Utilities

\$ 50,880.00
 \$ 497,392.75
 \$ 548,272.75

AMENDMENT NO. 4

TO PROFESSIONAL SERVICES AGREEMENT

WHEREAS, City of Austin (Client) and WHKS & Co. (WHKS) executed a Professional Services Agreement dated **July 31, 2023** for certain engineering services for **Oakland Avenue West and 1st Street Southwest Reconstruction** (Project), and

WHEREAS, the Agreement described a scope of services and was based on completion of certain services, and

WHEREAS, the Client has requested **2025 Construction Administration** services for **Oakland Avenue and 1st Avenue Southwest** as described in more detail in attached Exhibit A, and

NOW THEREFORE, the Client and WHKS hereby agree the amended compensation for services shall be increased by the following:

Basis of Compensation

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

2025 Construction Season –

Task 12

Billed Hourly with an estimated fee of \$70,000 including expenses. External expenses include an administrative charge of 10 percent.

Fee is based on 12 hours of Project Manager and six hours of Design Engineer time per week for approximately 22 weeks.

2026 and 2027 Construction Season – TBD

Executed this _____ day of May 2025

City of Austin, Minnesota

By:

Printed Name: Stephen M. King

Title: Mayor

By:

Printed Name: Tom Dankert

Title: City Recorder

WHKS & CO.

By:



Printed Name: William Angerman, P.E.

Title: Exec. Vice President, COO

Exhibit A to Amendment No. 4

A. Project Description

The Project consists of the reconstruction of Oakland Avenue West from 1st Street NE to 12th Street NW and 1st Avenue SW from South Main Street to 12th Street SW.

B. Scope of Services Provided Under This Agreement:

Note: Items 1-11 were previously defined in the AGREEMENT and Amendments 1-3.

12. Construction Administration

- a. Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include coordinating completion of contracts and bonds once approved by council, clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates prepared by the City of Austin, and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- b. Attend weekly construction meeting as necessary.
- c. Conduct a preconstruction meeting with Client, Contractor and Utility Owners.
- d. Provide paperwork necessary for compliance with Federal requirements, weekly reports, EEO, etc.
- e. Provide construction updates to the Client.
- f. To be completed by the City of Austin: wage compliance, material certification, construction inspection and surveying.

RESOLUTION NO.

**APPROVING CONSTRUCTION ADMINISTRATION SERVICES
TO BE CONDUCTED BY WHKS FOR THE 2025 PHASE OF THE
OAKLAND AVE W & 1ST AVENUE SW PROJECT**

WHEREAS, the City has received a proposal from WHKS, for professional services related to engineering, planning, and design related to the Oakland Ave W & 1st Avenue SW project for the City of Austin; and

WHEREAS, the project involves developing contracts and bonds following Council award of the project, shop drawing and review, conducting preconstruction meetings with contractors, owners, and utility companies, construction site visits and weekly construction progress meetings, review of quantities and pay applications, change order preparation, completing necessary paperwork for compliance with Federal requirements, weekly reports, final summary of construction costs; and

WHEREAS, in addition, wage compliance review, material certification, construction surveying and construction inspections will be completed; and

WHEREAS, the proposal totals an estimated fee of \$70,000;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin approves the services in the amount of \$70,000 with WHKS for the 2025 phase of the Oakland Avenue & 1st Avenue SW project.

Passed by a vote of yeas and nays this 16th day of June, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

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



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

Memorandum

To: Mayor & Council
From: Steven Lang, PE
Date: June 9, 2025
Subject: Engineering Construction Services
WWTP Levee, Phase 1

The City of Austin has been working with SEH for the engineering, planning and design related to the WWTP Levee project since 2020. We are now moving into the construction phases of work planned for 2025-2027 and have received a proposal from SEH for engineering construction services. The SEH proposal is an hourly rate with a total estimated fee of \$420,700 and would include the following:

- 1) Conduct preconstruction meeting with contractor, owner, and utility companies
- 2) Shop drawing review and approval
- 3) Construction site visits and weekly construction progress meetings
- 4) On-site construction observation
- 5) Construction material verification testing
- 6) Review of quantities and pay applications
- 7) Record drawings

Work on phase 1 of the levee project is expected to begin in the fall of 2025 and be completed by fall 2026, approximately 8 months of seasonal construction. We would recommend approval of this agreement with SEH for engineering construction services related to phase 1 of the WWTP levee project. Attached is Amendment 3 for your reference. Please let me know if you have any questions.

Item	TOTAL	DNR Grant #3000129624	Local Option Sales Tax (LOST)	Industrial Sewer User Fund
SOURCES OF FUNDS				
DNR Grant, Original	\$ 547,521	\$ 547,521		
DNR Grant, Amendment #3	\$ 4,000,000	\$ 4,000,000		
Local Option Sales Tax	\$ 4,000,000		\$ 4,000,000	
Industrial Sewer User Fund	\$ 750,000			\$ 750,000
TOTAL SOURCES OF FUNDS	\$ 9,297,521	\$ 4,547,521	\$ 4,000,000	\$ 750,000
USES OF FUNDS				
Engineering Design & Bidding	\$ 526,670	\$ 263,335	\$ 263,335	\$ -
Engineering Design & Bidding, Addendum 1	\$ 159,500	\$ 79,750	\$ 79,750	
Construction Contract	\$ 7,885,568	\$ 3,942,784	\$ 3,211,282	\$ 731,502
Construction Admin, Inspection, & Materail Testing	\$ 420,700	\$ 210,350	\$ 210,350	\$ -
TOTAL USES OF FUNDS	\$ 8,992,438	\$ 4,496,219	\$ 3,764,717	\$ 731,502



Building a Better World
for All of Us®

June 3, 2025

RE: City of Austin
WWTP Flood Mitigation - Amendment 3
- Construction Services
SEH No. AUSTN 154340 14.00

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

Dear Mr. Lang:

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

Scope: The scope of services for the WWTP Flood Mitigation Design & Bidding as authorized by the Client dated January 21, 2020 is amended to include the following services, referred to as Construction Services:

A. Preconstruction Meeting

The SEH Project Manager, Civil Designer, Geotechnical Engineer, and RPR will attend a preconstruction conference on site prior to the start of construction. SEH will prepare a meeting agenda and take meeting minutes for distribution following the meeting.

B. Shop Drawing Review

We have also estimated the level of effort required for the SEH Project Manager, Civil Designer, Structural Engineer, Geotechnical Engineer, and Wastewater Engineer (24, 40, 56, 16, and 40 hours, respectively) to review shop drawing submittals, modification and variance requests along with fielding construction related issues over the phone. We have also included 40 hours for an Administrative Assistant for document management and control.

C. Construction Meetings

SEH will conduct weekly construction progress meetings. We will prepare agendas and meeting minutes for each meeting. We have estimated time for 32 construction meetings over an eight month period. It is anticipated that the meetings will be a hybrid setting, which provides a virtual option for attendees.

D. On-site Construction Observation

For this task, we have assumed that the SEH Project Manager and/or Civil Designer will complete up to 20 construction observation site visits (including travel time), or as requested by the City, of up to 120 hours for the Project Manager, 16 hours for the Geotechnical Engineer, and 24 hours for the Wastewater Engineer for a total of 160 hours over the estimated construction schedule.

Engineers | Architects | Planners | Scientists

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

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

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

In addition, we have included 24 hours for a survey crew to establish control at the site and provide up to 2 verification checks on the contractor's staking.

RPR services will be provided in accordance with attached Exhibit B. We have estimated 1,600 hours for a full-time RPR assuming 50 hours per week over a period of eight months.

E. Construction Materials Verification Testing

SEH will coordinate with AET to provide companion testing of materials. The contractor is responsible for materials testing throughout the duration of the project. Additional companion testing of materials by SEH and AET will serve as a verification of testing done by the contractor as a quality assurance check.

The verification testing will include:

- 4 in place density
- 1 Proctor
- 1 Plasticity Index
- 1 Clay fraction

F. Pay Applications

SEH will prepare monthly pay applications to reflect work completed to date. SEH will coordinate with the contractor to rectify the quantities for each pay application.

G. Record Drawings

Upon completion of the project, SEH will prepare record plan drawings based on the documentation provided by the City and the construction contractor. We have included 24 hours for a survey crew to collect as-built survey data on-site. We have included 40 hours for a technician to develop the as-built drawings.

Schedule: The scope of services described assumes an eight-month construction schedule. Record drawings will be completed within two months after completion of construction.

Payment: The fee for the Construction Services is hourly estimated to be \$420,700 including expenses and equipment. The payment method, basis, frequency and other special conditions are set forth in the original Agreement for Professional Services dated January 21, 2020.

If you have any questions or would like to discuss the details of Amendment 3, please contact Jeremy Walgrave at 612-750-4574 or jwalgrave@sehinc.com.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Jeremy Walgrave, PE, CFM
Project Manager
(Lic. MN,SD,IA,MO,TX,OK)

c: Brad Woznak, Bob Cohrs, Wayne Wambold

x:\ae\alaustn\154340\1-genl\10-setup-cont02-contract\amendment-3\amendment-3-ca-30may2025.docx

Austin WWTP Flood Mitigation - Amendment 3 - Phase 1 Construction Services														
<u>Deliverables:</u>														
	Task	Project Manager	Sr. Water Resources Engineer	RPR	Sr. Struct. Engineer	Structural Engineer	Civil Designer	Sr. Geotech. Engineer	Geotech Engineer	WW Engineer	Survey Crew	Technician	Structural Technician	Admin. Assistant
A	Preconstruction Meeting	4		4			4		4					
B	Shop Drawing Review	24				56	40		16	40				40
C	Construction Meetings	48		36		12	12			24				
D	RPR / On-site Construction Services / Staking	120		1600					16	24	24	10		
E	Material Verification Testing	2		4				10						24
F	Pay Applications	24		40										24
G	As-built Survey / Record Drawings	16									24	40		
Total hours		238	0	1684	0	68	56	10	36	88	48	50	0	88
<i>Project labor cost this phase</i>		\$402,690												
<i>Equipment charges</i>														
Mileage / Travel Expenses / Equipment / Mea		\$15,010												
Subconsultant (Material Testing Task E)		\$3,000												
<i>Total project cost this phase</i>		\$420,700												
<u>Unique components or assumptions:</u>														

RESOLUTION NO.

**APPROVING ENGINEERING CONSTRUCTION ADMINISTRATION WITH SEH
FOR PHASE 1 OF THE WWTP LEVEE PROJECT**

WHEREAS, the City has received a proposal from SEH, for engineering construction services at the Wastewater Treatment Plant; and

WHEREAS, the proposal provides services in relation to the project including engineering, planning and design related to the Wastewater Treatment Plant Levee project; and

WHEREAS, the proposal for the project administration and construction services is in the amount of \$420,700;

NOW THEREFORE, BE IT RESOLVED, that the City Council approves the engineering construction services in the amount of \$420,700 with SEH.

Passed by a vote of yeas and nays this 16th day of June, 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: June 12, 2025
Subject: MetroNet Easement Request

MetroNet has requested an easement across city property for the installation of underground wire, conduit and junction boxes. The easement would be 5 feet in width and traverse along the west property line of the library and the south property line of the pool parkland (see the diagram below.) The goal of the easement is to get MetroNet service to the backside of the Paramount Theater. We have reviewed the easement documents and they seem consistent with standard agreements.

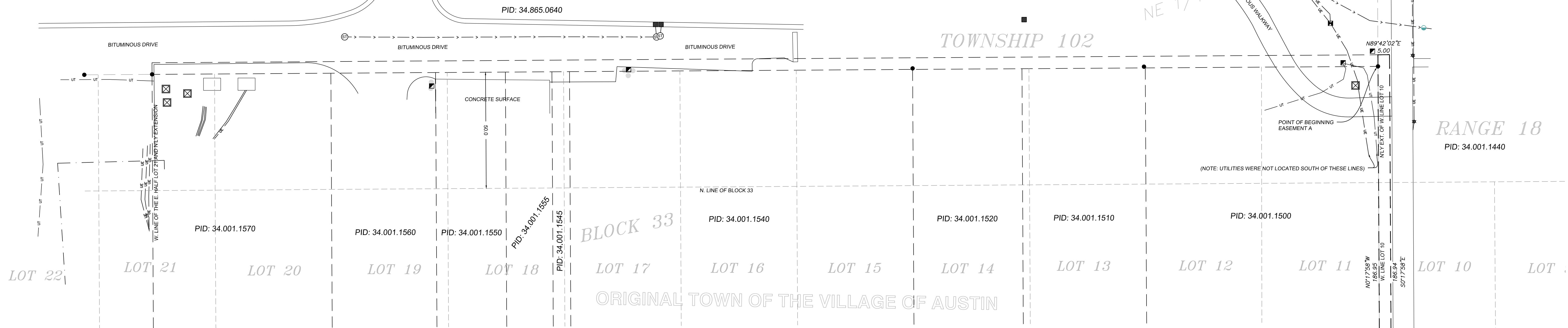
It requires council action to dedicate a private easement across public property. This will require two separate approvals, 1 for the library easement and 1 for the pool parkland easement. If you have any questions, feel free to contact me.



SITE PLAN

"LIBRARY PARCEL"

SECTION 3



For inquiries, questions or concerns about this survey contact mjfeldbusch@ussurveyor.com or call 1-800-867-8783 ext. 201



PREPARED FOR:

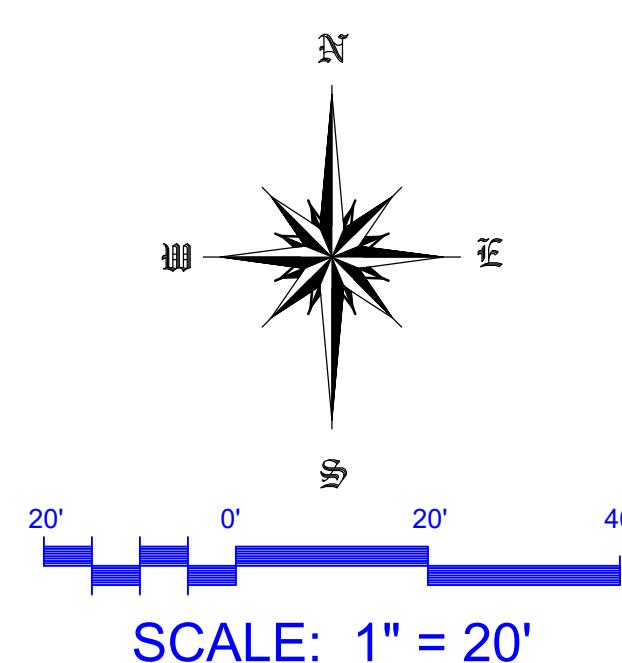
METRONET

PROJECT LOCATION:

MOWER COUNTY, STATE OF MINNESOTA

PROJECT ADDRESS:
600 N. MAIN STREET,
AUSTIN, MINNESOTA

PROJECT TYPE:
UTILITY EASEMENT
SKETCH & DESC.



NOT VALID WITHOUT
ORIGINAL SIGNATURE

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permission of U.S. SURVEYOR.

PRELIMINARY

Kaleb Kadelbach
STATE REGISTRATION NO. 57070
DATE OF CERTIFICATION: 04/24/2025
LICENSE EXPIRATION DATE: 06/30/2026

SHEET 1 OF 1

JOB NUMBER:
SS57080



EXHIBIT A:

Lots 6, 7, 8, 9, 10, Block 33, Original Town of the Village of Austin, as the same is platted and recorded in the Office of the County Recorder of Mower County, Minnesota; together with the following described tract:

All that part of the NE 1/4 Section 3-T102N-R18W, Mower County, Minnesota; described as follows:

Commencing at the northeast corner of Lot 6, Block 33 of the aforesaid plat of the Original Town of Austin; thence north 90 degrees 00'00" west a distance of 250.34 feet, on an assumed bearing on the north line of said Block 33, to the northwest corner of Lot 10, in said Block 33; thence north 00 degrees 17'20" east a distance of 272 feet more or less, on a northerly extension of the west line of said Lot 10, to a point on the southerly shoreline of the Cedar River Mill Pond; thence easterly a distance of 252 feet more or less, on said southerly shoreline of the Cedar River Mill Pond, to the point of intersection with a northerly extension of the east line of said Lot 6, in said Block 33; thence south 00 degrees 17'20" west a distance of 284 feet more or less, on said northerly extension of the east line of said Lot 6, to the point of beginning.

EXHIBIT B:

A 5.00-foot easement for utility purposes over, under and across that part of Lot 10, Block 33, Original Town of the Village of Austin and that part of the Northeast Quarter of Section 3, Township 102, Range 18, all in Mower County, Minnesota described as follows:

Beginning at the Southwest corner of said Lot 10; thence on an assumed bearing of North 00 degrees 17 minutes 58 seconds West along the West line of said Lot 10 and the Northerly extension thereof a distance of 186.94 feet; thence North 89 degrees 42 minutes 02 seconds East, 5.00 feet; thence South 00 degrees 17 minutes 58 second East, 186.94 feet to the South line of said Lot 10; thence South 89 degrees 37 minutes 19 seconds West along said last said line, 5.00 feet to the Point of Beginning.

STANDARD LEGEND

- FOUND MAG NAIL
- ☒ ELECTRIC TRANSFORMER
- ELECTRIC METER
- ☒ UTILITY PEDESTAL
- ◊ LIGHT POLE
- ☒ GROUND LIGHT
- STORM CLEAN OUT/PVC
- STORM INLET - SQUARE
- STORM INLET - ROUND
- ◎ STORM MANHOLE
- BOLLARD POST
- X — FENCE LINE
- GAS — GAS — GAS — GAS — UNDERGROUND GAS LINE
- UE — UE — UE — UE — UNDERGROUND ELECTRIC
- UT — UT — UT — UT — UNDERGROUND COMMUNICATION
- > — > — > — > — STORM SEWER
- . — . — UNKNOWN UNDERGROUND (WHITE)

This document prepared by, and
upon recording, return to:

Metro Fibernet LLC
11880 College Blvd, Ste 100
Overland Park, Kansas 66210
Attn: Legal Department

EASEMENT

This Easement Agreement (“Easement”), dated as of this _____ day of June, 2025 (“Effective Date”), is made by the City of Austin (“Grantor”), having an address of 500 4th Avenue NE, Austin, MN 55912, in favor of Metronet Infrastructure Group LLC, a Delaware limited liability company (“Grantee”), having an address of 11880 College Blvd, Ste 100, Overland Park, Kansas 66210.

1. Grant of Easement. Grantor owns the real property located at 323 4th Avenue NE, Austin, MN 55912, described on the attached Exhibit A (the “Grantor Property”). For and in consideration of \$1.00, the receipt of which is hereby acknowledged, commencing on the Effective Date, Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells and conveys to Grantee and Grantee’s tenants, lessees, sublessees, licensees, agents, successors and assigns (collectively, the “Grantee Parties”), a perpetual, non-exclusive easement over, under and across the portion of the Grantor Property described on the attached Exhibit B, and those portions of the Grantor Property necessary to bring utilities to the Easement Facilities (defined below) (the “Easement Area”).
2. Permitted Use of Easement Area. The Grantee Parties shall have the right to use the Easement Area for the purpose of and with the right to construct, install, maintain, operate, repair, remove, connect, alter, and renovate a communications system, which may include, wires, cables, conduits installed below ground at a minimum depth of 24 inches or surface grade junction boxes (collectively, the “Easement Facilities”). The Grantee Parties shall at all times have the right to ingress and egress to, in, over, under, across and through the Grantor Property as may be reasonably necessary to access the Easement Area and Easement Facilities. Grantor shall not prevent or interfere with the use of the Easement Area or access thereto by the Grantee Parties, including, without limitation, by improving or constructing within any portion of the Easement Area.

3. Easement Facilities. The Easement Facilities shall not be deemed part of the Grantor Property, shall remain the property of the Grantee Parties, as applicable, and may be removed by the Grantee Parties at any time. If Grantee vacates the Easement Area, Grantee shall remove the Easement Facilities. Any Easement Facilities not removed by Grantee shall automatically become the property of Grantor without warranty or representation by Grantee as to the condition thereof.

4. Covenants. Grantor represents that it owns the Grantor Property in fee simple, free and clear of any liens, encumbrances, litigation, condemnation, or legal violations that interfere (or could reasonably be expected to interfere) with the right of Grantee to use the Easement Area as permitted by this Easement, and that it has all necessary power and authority to enter into and perform this Easement.

5. Miscellaneous. This Easement may not be amended or modified except by an instrument in writing that is signed by all parties to this Easement. This Easement along with Exhibit A and Exhibit B constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations, discussions, and agreements between them in connection therewith. No provision of this Easement shall be construed against any party hereto by reason of such party being deemed to have drafted or structured any provision hereof. If any provision of this Easement is deemed unenforceable in whole or in part, such provision shall be limited or modified to the minimum extent necessary to render the same valid. This Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Either party hereto may record this Easement at its option. The rights and benefits under this Easement are private in nature and shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them. Grantee may freely assign this Easement and the rights and obligations granted herein, in whole or in part, to any person or entity at any time without the prior written consent of Grantor.

6. Restoration. The Grantee shall repair any underground infrastructure damaged during the construction, install, maintenance, operation, repair, removal, connection, alteration, or renovation of the Grantee's communication system. All disturbed areas caused by the Grantee's work shall be restored to their existing condition and to the satisfaction of the Grantor.

[Remainder of page intentionally blank; Signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed effective as of the date first written above.

GRANTOR:

CITY OF AUSTIN, MINNESOTA

By: _____
Name: Stephen M. King
Title: Mayor

By: _____
Name: Tom Dankert
Title: City Recorder

STATE OF MINNESOTA)
) ss.
COUNTY OF MOWER)

On this _____ day of June, 2025, before me personally appeared Stephen M. King and Tom Dankert, to me personally known, who, being by me duly sworn, did say that they are the Mayor and Recorder of the City of Austin, Minnesota, and that said instrument was signed on behalf of said City of Austin, Minnesota as its free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT A

Lots 6, 7, 8, 9, 10, Block 33, Original Town of the Village of Austin, as the same is platted and recorded in the Office of the County Recorder of Mower County, Minnesota; together with the following described tract:

All that part of the NE $\frac{1}{4}$ Section 3-T102N-R18W, Mower County, Minnesota; described as follows: Commencing at the northeast corner of Lot 6, Block 33 of the aforesaid plat of the Original Town of Austin; thence north 90 degrees 00'00" west a distance of 250.34 feet, on an assumed bearing on the north line of said Block 33, to the northwest corner of Lot 10, in said Block 33; thence north 00 degrees 17'20" east a distance of 272 feet more or less, on a northerly extension of the west line of said Lot 10, to a point on the southerly shoreline of the Cedar River Mill Pond; thence easterly a distance of 252 feet more or less, on said southerly shoreline of the Cedar River Mill Pond, to the point of intersection with a northerly extension of the east line of said Lot 6, in said Block 33; thence south 00 degrees 17'20" west a distance of 284 feet more or less, on said northerly extension of the east line of said Lot 6, to the point of beginning.

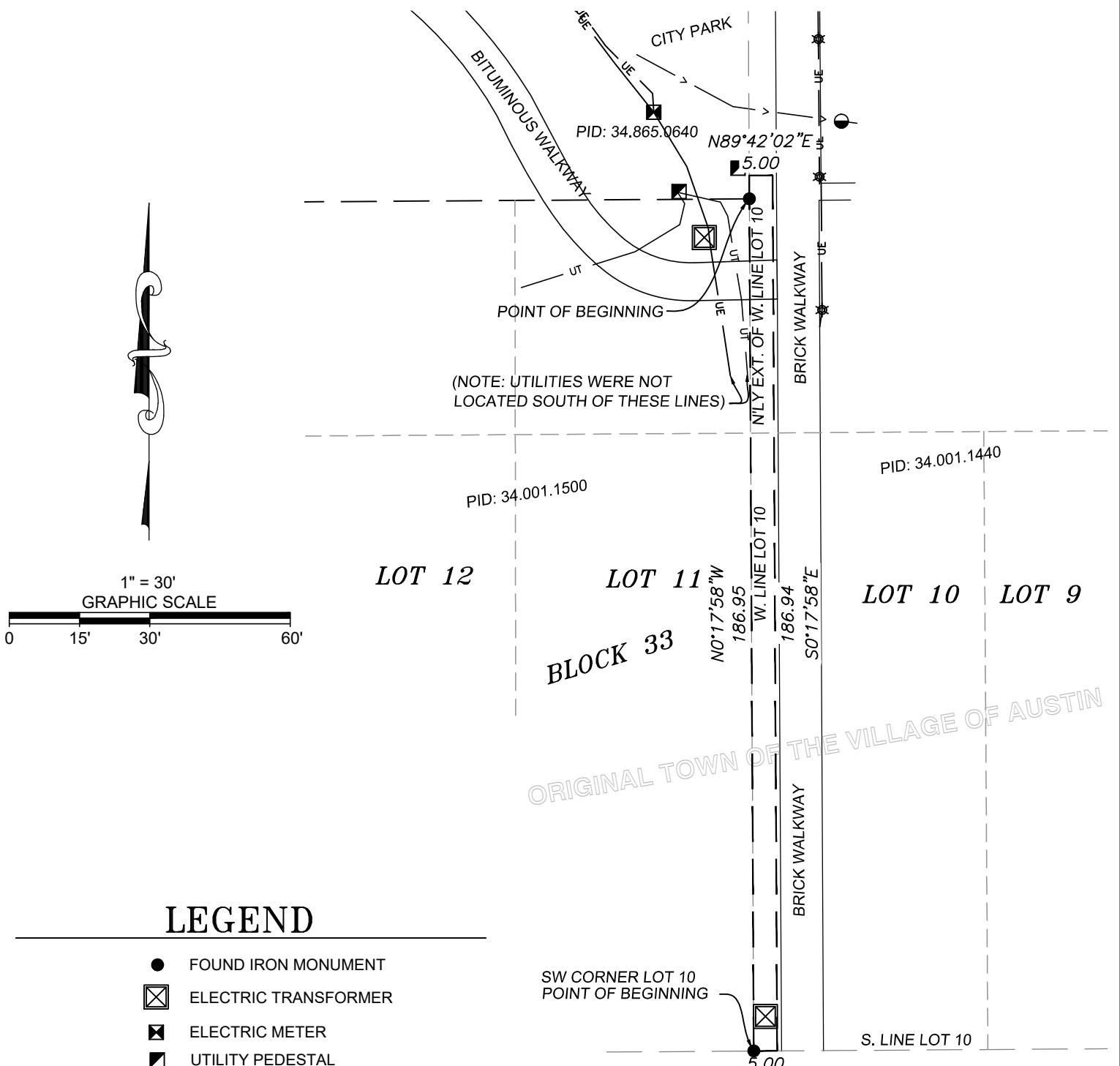
EXHIBIT B

A 5.00-foot easement for utility purposes over, under and across that part of Lot 10, Block 33, Original Town of the Village of Austin and that part of the Northeast Quarter of Section 3, Township 102, Range 18, all in Mower County, Minnesota described as follows:

Beginning at the Southwest corner of said Lot 10; thence on an assumed bearing of North 00 degrees 17 minutes 58 seconds West along the West line of said Lot 10 and the Northerly extension thereof a distance of 186.94 feet; thence North 89 degrees 42 minutes 02 seconds East, 5.00 feet; thence South 00 degrees 17 minutes 58 second East, 186.94 feet to the South line of said Lot 10; thence South 89 degrees 37 minutes 19 seconds West along last said line, 5.00 feet to the Point of Beginning.

EXHIBIT B ILLUSTRATION

"LIBRARY PARCEL"



LEGEND

- FOUND IRON MONUMENT
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- UTILITY PEDESTAL
- GROUND LIGHT
- STORM CLEAN OUT/PVC

SW CORNER LOT 10
POINT OF BEGINNING

4TH AVENUE NE

CLIENT INFORMATION:
METRONET
AUSTIN, MN
EASEMENT EXHIBIT

APEX JOB NO. 25115

APEX
LAND SURVEYING
kaleb.kadelbach@apex-landsurveying.com
PH: (763) 388-0056

This document prepared by, and
upon recording, return to:

Metro Fibernet LLC
11880 College Blvd, Ste 100
Overland Park, Kansas 66210
Attn: Legal Department

EASEMENT

This Easement Agreement (“Easement”), dated as of this _____ day of June, 2025 (“Effective Date”), is made by the City of Austin (“Grantor”), having an address of 500 4th Avenue NE, Austin, MN 55912, in favor of Metronet Infrastructure Group LLC, a Delaware limited liability company (“Grantee”), having an address of 11880 College Blvd, Ste 100, Overland Park, Kansas 66210.

1. Grant of Easement. Grantor owns the real property located at 600 N Main St, Austin, MN 55912, described on the attached Exhibit A (the “Grantor Property”). For and in consideration of \$1.00, the receipt of which is hereby acknowledged, commencing on the Effective Date, Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells and conveys to Grantee and Grantee’s tenants, lessees, sublessees, licensees, agents, successors and assigns (collectively, the “Grantee Parties”), a perpetual, non-exclusive easement over, under and across the portion of the Grantor Property described on the attached Exhibit B, and those portions of the Grantor Property necessary to bring utilities to the Easement Facilities (defined below) (the “Easement Area”).

2. Permitted Use of Easement Area. The Grantee Parties shall have the right to use the Easement Area for the purpose of and with the right to construct, install, maintain, operate, repair, remove, connect, alter, and renovate a communications system, which may include, wires, cables, conduits installed below ground at a minimum depth of 24 inches or surface grade junction boxes (collectively, the “Easement Facilities”). The Grantee Parties shall at all times have the right to ingress and egress to, in, over, under, across and through the Grantor Property as may be reasonably necessary to access the Easement Area and Easement Facilities. Grantor shall not prevent or interfere with the use of the Easement Area or access thereto by the Grantee Parties, including, without limitation, by improving or constructing within any portion of the Easement Area.

3. Easement Facilities. The Easement Facilities shall not be deemed part of the Grantor Property, shall remain the property of the Grantee Parties, as applicable, and may be removed by the Grantee Parties at any time. If Grantee vacates the Easement Area, Grantee shall remove the Easement Facilities. Any Easement Facilities not removed by Grantee shall automatically become the property of Grantor without warranty or representation by Grantee as to the condition thereof.

4. Covenants. Grantor represents that it owns the Grantor Property in fee simple, free and clear of any liens, encumbrances, litigation, condemnation, or legal violations that interfere (or could reasonably be expected to interfere) with the right of Grantee to use the Easement Area as permitted by this Easement, and that it has all necessary power and authority to enter into and perform this Easement.

5. Miscellaneous. This Easement may not be amended or modified except by an instrument in writing that is signed by all parties to this Easement. This Easement along with Exhibit A and Exhibit B constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations, discussions, and agreements between them in connection therewith. No provision of this Easement shall be construed against any party hereto by reason of such party being deemed to have drafted or structured any provision hereof. If any provision of this Easement is deemed unenforceable in whole or in part, such provision shall be limited or modified to the minimum extent necessary to render the same valid. This Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Either party hereto may record this Easement at its option. The rights and benefits under this Easement are private in nature and shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them. Grantee may freely assign this Easement and the rights and obligations granted herein, in whole or in part, to any person or entity at any time without the prior written consent of Grantor.

6. Restoration. The Grantee shall repair any underground infrastructure damaged during the construction, install, maintenance, operation, repair, removal, connection, alteration, or renovation of the Grantee's communication system. All disturbed areas caused by the Grantee's work shall be restored to their existing condition and to the satisfaction of the Grantor.

[Remainder of page intentionally blank; Signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed effective as of the date first written above.

GRANTOR:

CITY OF AUSTIN, MINNESOTA

By: _____
Name: Stephen M. King
Title: Mayor

By: _____
Name: Tom Dankert
Title: City Recorder

STATE OF MINNESOTA)
) ss.
COUNTY OF MOWER)

On this _____ day of June, 2025, before me personally appeared Stephen M. King and Tom Dankert, to me personally known, who, being by me duly sworn, did say that they are the Mayor and Recorder of the City of Austin, Minnesota, and that said instrument was signed on behalf of said City of Austin, Minnesota as its free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT A

All that part of the Northeast Quarter of Section 3, Township 102 North, Range 18 West, north of line running east and west 182 feet north of the north boundary of Water Street in the City of Austin, Minnesota, as per the recorded plat thereof, except that portion east of the extension of the west line of lot eight, block 33, in the original Village of Austin, Minnesota; also except a piece of land described as follows:

Commencing at the northwest corner of lot 25, block 33, of the original Village of Austin, Minnesota, running thence north on a continuation of the west line of lot 25, 260 feet, thence southeasterly to a point 50 feet north of the northeast corner of lot 19, block 33, thence south 50 feet to the north line of block 33 of the original village of Austin, Minnesota, thence west along the north line of block 33, to the place of beginning. Also all that portion of the northwest Quarter of the Northeast Quarter of Section 3, Township 102 North, Range 18 West, lying north of a line drawing from the southeast corner of lot one, block 14, Morgan's Addition to Austin, Minnesota, to a point 260 feet north of the northwest corner of Lot 25, block 33, of the original Village of Austin, Minnesota, and east of the easterly line of Block 14, Morgan's Addition to Austin, Minnesota, except a piece of land 132 feet wide east of and adjoining lots, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, and sixteen, block 14 of Morgan's Addition to Austin, Minnesota, as per the recorded plat thereof. Also all that part of the Northeast Quarter of the Northeast Quarter of Section 3, Township 102 North, Range 18 West, lying north of the main channel of the Cedar River, except the easterly 200 feet thereof; together with all improvements thereon, and subject to any easements, roadways or rights of way of record.

EXHIBIT B

A 5.00-foot easement for utility purposes over, under and across that part of the Northeast Quarter of Section 3, Township 102, Range 18, all in Mower County, Minnesota described as follows:

Commencing at the Southwest corner of Lot 10, Block 33, Original Town of the Village of Austin; thence on an assumed bearing of North 00 degrees 17 minutes 58 seconds West along the West line of said Lot 10 and the Northerly extension thereof a distance of 181.95 feet to a point 50.00 feet North of the North line of said Block 33 and also being the Point of Beginning of the easement herein described; thence South 89 degrees 37 minutes 33 seconds West along a line 50.00 feet North of and parallel to the North line of said Block 33 a distance of 526.86 feet to its intersection with the Northerly extension of the West line of the East Half of Lot 21 in said Block 33; thence North 00 degrees 17 minutes 58 seconds West along last said line, 5.00 feet to a point 55.00 feet North of the North line of Block 33: thence North 89 degrees 37 minutes 33 seconds East along a line 55.00 feet North of and parallel to the North line of said Block 33 a distance of 526.86 feet to its intersection with the Northerly extension of the West line of said Lot 10; thence South 00 degrees 17 minutes 58 seconds East along last said line, 5.00 feet to the Point of Beginning.

EXHIBIT B ILLUSTRATION "POOL PARCEL"

SECTION 3

TOWNSHIP 102

NE 1/4

CITY PARK

RANGE

LEGEND

-  ELECTRIC TRANSFORMER

- ☒ ELECTRIC METER

- ## ■ UTILITY PEDESTAL

- ☀ LIGHT POLE
★ GROUND LIGHT

- ## STORM CLEAN OUT/PVC

- ## ■ STORM INLET - SQU

- STORM INLET - RO

- ST STORM MANHOLE

— X — X — X — FENCE LINE

— GAS — GAS — GAS — GAS — UNDERGROUND GAS LINE

— UE — UE — UE — UE — UNDERGROUND ELECTRIC

— UT — UT — UT — UT — UNDERGROUND

— > — > — > — > — STORM SEWER
UNKNOWN UNDERGROUND (WHITE)



1" = 60'
GRAPHIC SCALE

A horizontal scale bar with tick marks at 0', 30', 60', and 120'.

CLIENT INFORMATION
METRONET
AUSTIN, MN
EASEMENT EXHIBIT

ABEX /CB NO. 25115



The logo for APEX Land Surveying. It features a stylized 'A' inside a circle on the left, followed by the word 'APEX' in large, bold, black capital letters. Below 'APEX' is the word 'LAND SURVEYING' in a smaller, bold, black capital letters. The entire logo is set against a white background with a black border.

RESOLUTION NO.

**GRANTING AN EASEMENT
TO METRO FIBERNET, LLC ON "LIBRARY PARCEL"**

WHEREAS, Metro Fibernet, LLC has requested an easement across property owned by the City of Austin for communication system purposes; and

WHEREAS, the easement would consist a 5.00-foot easement for utility purposes over, under and across that part of Lot 10, Block 33, Original Town of the Village of Austin and that part of the Northeast Quarter of Section 3, Township 102, Range 18, all in Mower County, Minnesota described as follows:

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WHEREAS, said easement agreement is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Austin does grant an easement to Metro Fibernet, LLC, which easement is on file in the city offices.

Passed by a vote Yeas and Nays this 16th day of June, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.

**GRANTING AN EASEMENT
TO METRO FIBERNET, LLC ON "POOL PARCEL" LOT**

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Passed by a vote Yeas and Nays this 16th day of June, 2025.

YEAS

NAYS

ATTEST:

City Recorder

APPROVED:

Mayor



To: City Council, Mayor, and City Administrator of Austin

From: Taggart Medgaarden, Executive Director

Date: May 28th, 2025

Subject: Cedar View Apartments – Request for City Contribution

The purpose of this memo is to request financial participation from the City of Austin in support of the Cedar View Apartments development, a Low-Income Housing Tax Credit (LIHTC) project being pursued by Three Rivers Community Action.

Project Overview

Three Rivers is preparing to submit a tax credit application for Cedar View Apartments, an affordable housing development designed to address the growing need for housing in our community.

Preliminary cost estimates have been received and will be used to guide the application. These figures will continue to be refined as the project develops.

Property Acquisition

The total acquisition cost for the site is \$400,000. The HRA has entered into a purchase option agreement for the property, pending final confirmation and execution by the current owner.

Funding Contributions

As part of the LIHTC scoring process, having financial support from multiple local partners significantly strengthens an application. In fact, local collaboration has been a critical factor in the success of previous housing projects.

To date, the following contributions have been secured:

- Hormel Foundation: \$900,000
- Mower County: \$250,000
- Austin HRA: A "not to exceed" contribution of \$250,000 to cover SAC, WAC, construction permits, and other local fees.

City Contribution Request:

We respectfully request that the City Council approve a “not to exceed” contribution of \$400,000 to support the acquisition of the Cedar View property. Your support would further demonstrate our community’s unified commitment to addressing affordable housing needs and significantly strengthen the project’s LIHTC application.

Representation at Council Meeting

Although I will not be able to attend the upcoming City Council meeting, Megan Seger and Laura Helle from Three Rivers Community Action will be present to provide a project overview and answer any questions from the Council.

Thank you for your consideration and continued support of affordable housing initiatives in Austin.

AFFORDABLE HOUSING IN AUSTIN

May 2025



Why We Build Housing

When a family has safe, appropriate housing for 30% or less of their gross income, it makes a big difference.

Family impacts

- Safe, sanitary, stable
- Increased spending on food, health care, education
- Able to build savings
- Improved mental health
- Improved performance at school and work

Community impacts

- Provides stable workforce
- Increased discretionary spending; improved economy
- Improved productivity
- Reduced public health costs
- Reduced human services costs
- Reduced justice system costs



Three Rivers in Austin

Developed in partnership with Austin HRA



Fox Pointe Townhomes

38 units / 2-, 3- and 4-bedrooms

Opened in 2019

Current Residents - 134 people

Avg 3.5 people per household

7% Seniors, age 60+

55% Children, age 17 and under

37% of units house single parent with children

73% of units house parent(s) with dependents

As of 12-31-2024

Developed in partnership with Austin HRA



1st & 3rd Apartments

40 units / 1-, 2-, 3- and 4-bedrooms

Opened in 2024

Current Residents - 115 people

Avg 2.8 people per household

8% Seniors, age 60+

47% Children, age 17 and under

55% of units house single parent with children

75% of units house parent(s) with dependents

As of 12-31-2024

Housing Need in Austin

2017 Housing Study, pg 4

Affordable housing
units needed
through 2025: 139*
1st and 3rd, 2024: -40
139 -40 = **99 needed**

*The housing study took into account planned Fox Pointe units which were constructed in 2018 and online in 2019



Demand at 1st & 3rd

Opened Sept 2024

291 households interested in a unit

-60 determined over income or
otherwise ineligible

-40 units came online

291 -60 -40 = **151 needed**

Project Site

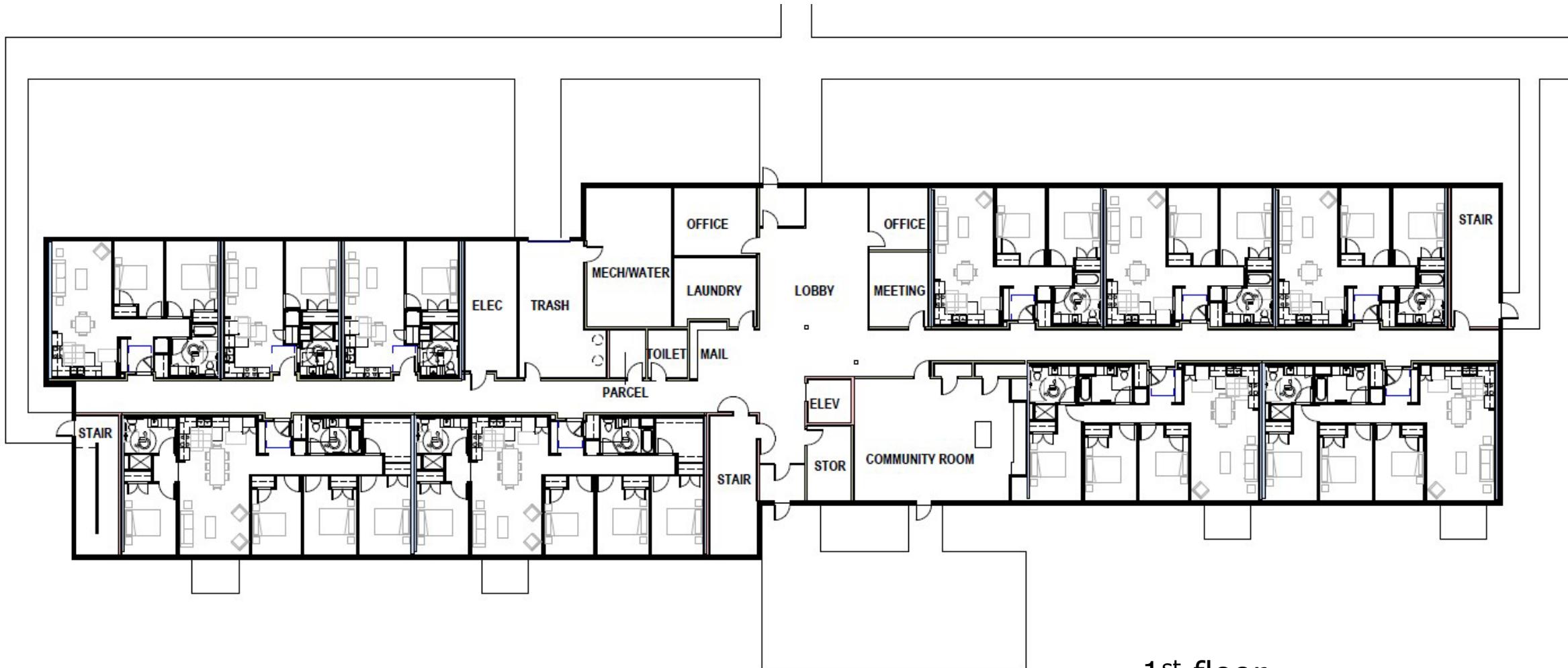


- 40 units
- 3 stories
- Surface parking (60 spaces)
- Connected to Austin trail system
- Protected by flood berm

I-90



Floor Plan



1st floor

Draft Elevations



VIEW FROM NORTHEAST



VIEW FROM SOUTHEAST



VIEW FROM NORTH

Proposed Project

- 40 units
- \$18.6 million estimated* project budget
- Surface parking reduces capital costs
- Highly energy efficient
- Potential for new Minnesota Bring It Home vouchers dedicated to the project through the HRA



*Costs likely to evolve

Target Residents

- 11 units dedicated to Permanent Supportive Housing for people living with a disability or experiencing homelessness
- Some units affordable to 30% AMI, \$13-\$15/hr
i.e. Janitor-Kings Maintenance, Crew-McDonald's
- Some units affordable to 50% AMI, \$21-\$24/hr
i.e. Family Support-PRC, Mental Health Case Manager-IMS
- Some units affordable to 60% AMI, \$27-\$30/hr
i.e. Accounting Specialist-CRC, Firefighter-City of Austin

Minnesota Housing's 2025 RFP

Funding Sources and Partner Overview

Estimated Budget

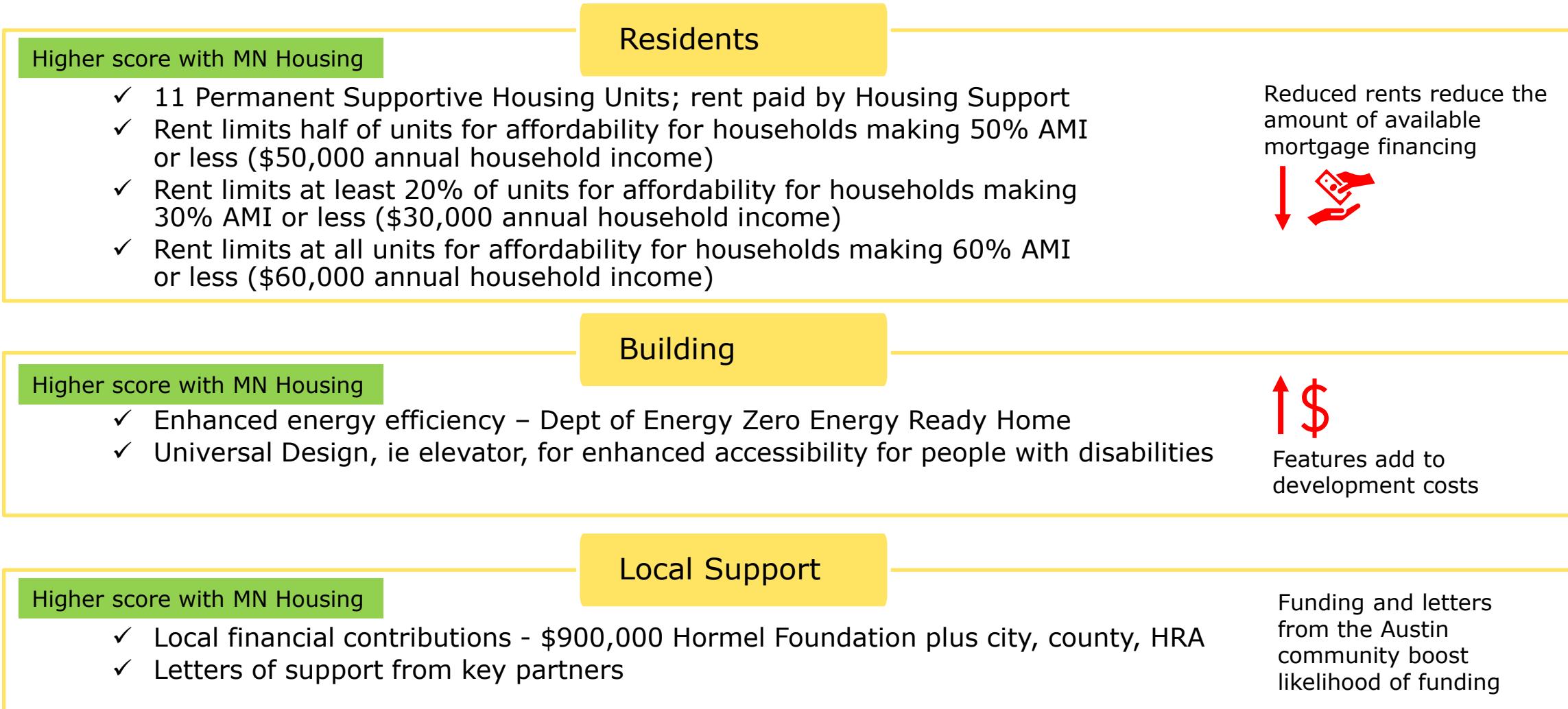
Source	2023 (Actual)	2024 (Actual)	2025 Estimated Range
9% HTC	\$12,671,466	\$13,235,604	\$12,800,000
Deferred Loans	\$205,787,000	\$121,472,000	\$32,000,000 - \$46,100,000

^60% reduction

^At best, a 60% reduction

Competing for MN Housing Resources

Project design choices help ensure the project will be awarded funding while also driving costs and reducing future revenue, which reduces the amount of mortgage available



Estimated costs

Development Costs	40 Units	Per unit
Land Acquisition	\$400,000	\$10,000
Construction Costs	\$15,456,000	\$386,400
Professional Fees	\$990,720	\$24,768
Development Fee	\$820,000	\$20,500
Financing Costs	\$675,720	\$16,893
Reserves	\$21,282	\$5,332
Total	\$18,555,722	\$463,893

Estimates are moving numbers and will change as architect finalizes design

Rough estimates

Estimated capital source

Development Item	Cost	
City of Austin Contribution	\$300,000	Up to \$400,000 requested
Austin HRA Contribution	\$220,000	Confirmed
Mower County Contribution	\$250,000	Confirmed
First Mortgage	\$1,092,000	
Syndication Proceeds	\$15,393,619	
General Partner Cash	\$103	
Hormel Foundation	\$900,000	Confirmed
Sales Tax & Energy Rebates	\$400,000	Estimated
Energy Credits	\$176,000*	*Not included in total. Potential gap source but may be eliminated in next US budget
	\$18,555,722	

Best Case Timeline

Acquire land	Early 2025
Application to Minnesota Housing	July 2025
Award Announcement	December 2025
Finance Package closed	Summer 2026
Construction Start	Fall 2026
Completion and Lease Up	Fall 2027

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



Phone: 507-437-9940

www.ci.austin.mn.us

June 16, 2025

Minnesota Housing Finance Agency
400 Wabasha Street North, Suite 400
St. Paul, MN 55102

DRAFT

Re: Cedarview Apartments – 15th Avenue NE Austin, MN

Dear Sir/Madam:

At its meeting on June 16, 2025, the Austin City Council reviewed and endorsed the Cedarview Apartments housing development proposal that proposes 40 new construction apartment units in the city of Austin. This endorsement is based upon the findings that the project will meet locally identified housing needs and that the proposed housing is in short supply in the local housing market. This need is evidenced by the most recent Maxfield Housing Study dated September of 2017 commissioned by the Housing and Redevelopment Authority of Austin.

As part of its endorsement, the City also proposes local financial assistance through the use of up to \$400,000 in local funds. Additionally, the Austin Housing and Redevelopment Authority has approved up to \$250,000, as has the Mower County Board of Commissioners. The City has also secured a grant in the amount of \$900,000 for this project from The Hormel Foundation as part of our efforts to establish more affordable housing for our citizens.

The Austin City Council endorsement and funding commitment is evidenced by the Austin City Council's approval of Resolution XXXXX, a copy of which is included with this letter.

Sincerely,

Stephen M. King
Mayor, City of Austin

DRAFT

RESOLUTION NO

**APPROVING THE ALLOCATION OF UP TO \$400,000 IN FUNDING FOR
AFFORDABLE HOUSING INITIATIVES TO THE HOUSING AND
REDEVELOPMENT AUTHORITY (HRA)**

WHEREAS, the City of Austin recognizes the critical need for affordable housing to support low- and moderate-income residents and to promote community stability and growth; and

WHEREAS, the City Council has identified affordable housing as a priority and has committed to taking proactive steps to address housing affordability challenges; and

WHEREAS, the Housing and Redevelopment Authority (HRA) is the designated agency responsible for administering housing programs and initiatives within the city; and

WHEREAS, the City Council desires to allocate up to \$400,000 in funding to the HRA to support the development of the Cedar View Apartments, an affordable apartment housing; and

WHEREAS, the HRA will utilize these funds in accordance with applicable federal, state, and local regulations, ensuring that all projects funded are consistent with the City's housing goals and priorities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Austin approves the allocation of up to \$400,000 to the Housing and Redevelopment Authority to fund the Cedar View Apartments, in support of affordable housing initiatives.

Passed by a vote of yeas and nays this 16th day of June, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

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



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

Memorandum

To: Mayor & City Council

From: Austin Planning Commission

Date: June 9, 2025

Re: Fence Appeal Submitted by Armando Pedro, 2011 4th Ave SE

During the June 3, 2025, meeting of the Austin Planning Commission, the commission reviewed a fence appeal submitted by petitioner, for a proposed 8 foot privacy fence installed on the property line of the rear and side yards. The property is on an interior lot. City ordinance requires allows a maximum 6 foot privacy fence in residential zoning districts.

After review, with six Planning Commission members present, the commission recommended denial of this request with the condition that it not be built in the utility easement area. The vote was as follows:

0 - Ayes 8 - Nays

- This recommendation comes from a discussion of the impacts on neighboring properties and reasonableness of the petitioner's requested use. An eight-foot fence is not common and would require a building permit. It was also noted that even at 8 feet, a neighboring home with a second story could observe the back yard.

PETITIONER: Armando Pedro
2011 4th Ave SE
Austin, MN 55912

PROPERTY LOCATION: Same.

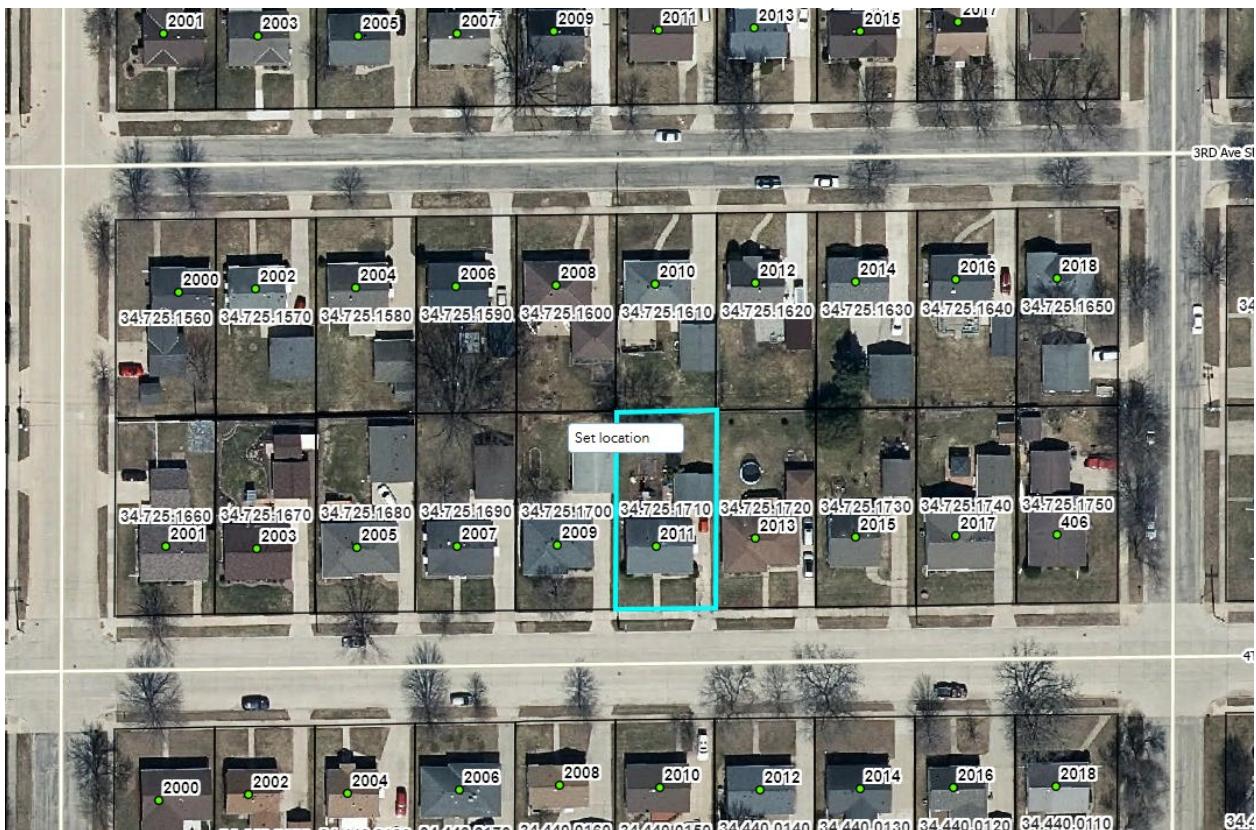
PRESENT LAND-USE: Single family residence

ZONING CLASSIFICATION: Single family residential, R-1

REQUESTED ACTION: The petitioner appeals from Austin City Code Section 4.70 Subd. 5(C), which limits fences constructed on lot lines to six feet in height.

STAFF REPORT: Fences 8 feet in height are subject to the MN State Building Code and a building permit will be required if approved. The petitioner wishes to install an 8 ft. wooden fence for privacy for his family (wife and three children).

STAFF RECOMMENDATIONS: The proposed height would be two feet higher than a typical back yard fence. It would be unusual for the neighborhood. The proposed location does not appear to create any hazard. There are no utility easements shown on the plat.



APPLICATION FOR CONSIDERATION OF PLANNING REQUEST

(This form should be filled out in duplicate by typing or printing in ink)

Applications are due by the 20th day of the prior Month
i.e an application for a June meeting is due by May 20th

CITY OF AUSTIN

Street Location of Property: 2011 4th AVE S.E. Austin, MN 55912

Legal Description of Property: Lot 16, Block 11, Sunland Addition

Owner: Name Armando Pedro Phone (507) 279-3119

Address 2011 4th AVE SE

City Austin State MN Zip 55912

Type of Request: Variance CUP IUP Rezone Other - Add Fencing Appeal

Fee Total \$ 200

Applicable to Section _____ of the Austin City Zoning Ordinance, as amended

Description of Request I am requesting an 8 ft. fencing perimeter to my backyard, for wooden

Reason for Request I am requesting this for increase privacy - Neighbor dogs for my wife, & three children. Thank You

Present Zoning Classification Residential

Existing Use of the Property Single-family HOME

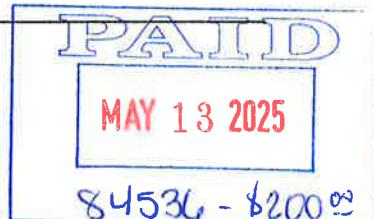
Has a request for a rezoning, variance, or conditional use permit on the subject site or any part thereof been previously sought? NO When? _____

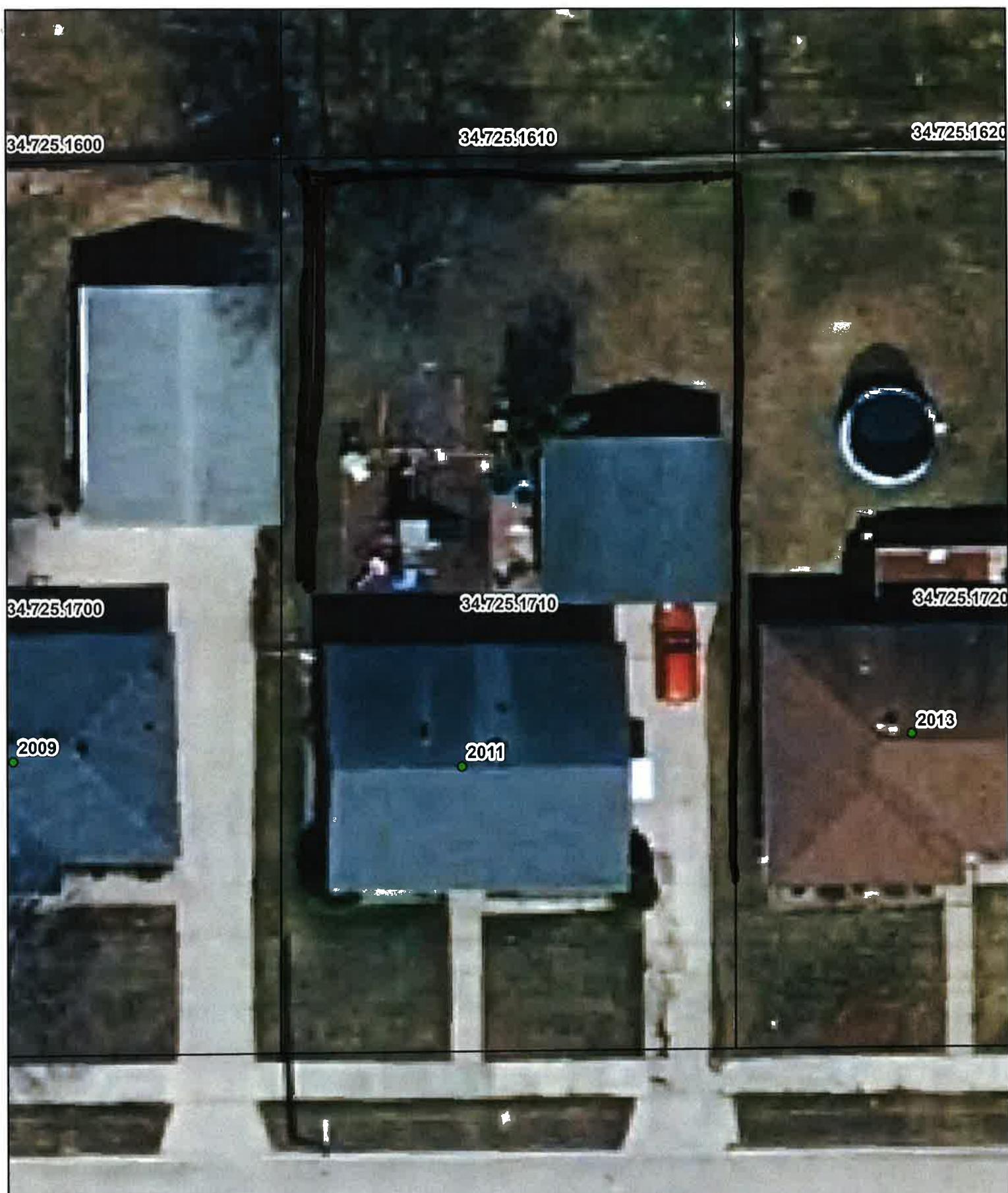
Signature of Applicant Armando Pedro Date 5-12-25

Approved _____ Denied _____ by the Planning Commission on _____ (date)

Approved _____ Denied _____ by the Common Council

Comments _____





0 0 0.01

DISCLAIMER: Mower County, MN, makes no representation or warranties, express or implied, with respect to the use or reuse of the data provided herewith, regardless of its format or the means of its transmission. THE DATA IS PROVIDED "AS IS" WITH NO GUARANTEE OR REPRESENTATION ABOUT THE ACCURACY, CURRENCY, SUITABILITY, PERFORMANCE, MERCHANTABILITY, RELIABILITY, OR FITNESS OF THE DATA FOR ANY PARTICULAR PURPOSE. Mower County, MN, shall not be liable for any direct, indirect, special, incidental, compensatory or consequential damages or third party claims resulting from the use of this data, even if Mower County, MN, has been advised of the possibility of such potential loss or damage. This data may not be used in states that do not allow the exclusion or limitation of incidental or consequential damages.

Mower County Public GIS

Date/Time: 5/13/2025 4:49 PM

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



**Planning & Zoning Department
507-437-9950
Fax 507-437-7101**

Memorandum

To: Mayor and City Council
From: Austin Planning Commission
Re: Variance request:
Astrup Properties, LLC
905 North Main St.
Austin, MN 55912
Date: June 9, 2025

At the June 3, 2025, meeting of the Austin Planning Commission, the Commission reviewed a request from the petitioner to amend a variance granted by City Council in April, regarding City Code Section 11.023, which requires 20% greenspace in a B-2 zoning district.

The petitioner initially indicated the site would be vacated if certain criteria were not met, however, after having a professional plan developed, which changed the flow of the traffic within the lot the petitioner reconsidered. The plan allows for 11% greenspace, which is more than anticipated in the original variance request.

After review, the Planning Commission, with eight members present, recommended approving the amended variance. The vote was as follows:

Ayes – 8 Nays – 0

The Planning Commission made the following findings regarding this request:

1. The requested variance is in harmony with the general purposes and intent of the zoning ordinance.
 2. The variance, if granted, would not alter the essential character of the locality in which the property is situated.
 3. There are circumstances unique to the property not created by the landowner.
 4. The landowner intends to use the land in a reasonable manner not permitted by the ordinance.
 5. There are circumstances unique to the property not created by the landowner. The landowner intends to use the land in a reasonable manner not permitted by the ordinance.



OFFICE USE ONLY
Amount Due \$300.00
Type of Variance
Receipt No. 84601
Date: 5-20-2025

APPLICATION FOR CONSIDERATION OF PLANNING REQUEST

(This form should be filled out in duplicate by typing or printing in ink)

CITY OF AUSTIN

Street Location of Property: 1109 West Oakland Avenue

Legal Description of Property: Steering Pharmacy

Owner: Name Austin Properties LLC Phone 512 440 1086

Address c/o Sam Ewing 905 North Main Street

City Austin State TX Zip 78701

Type of Request: Variance CUP IUP Rezone Other

Applicable to Section _____ of the Austin City Zoning Ordinance, as amended

Description of Request removal of Green space / parking lot plan

Reason for Request Increase capacity for parking - create
steering to enable efficient smooth functioning of
existing drive through

Present Zoning Classification _____

Existing Use of the Property Retail Pharmacy

Has a request for a rezoning, variance, or conditional use permit on the subject site or any part thereof been previously sought? Yes When? April 2025



Signature of Applicant

5/20/25
Date

Approved _____ Denied _____ by the Planning Commission on _____ (date)

Approved _____ Denied _____ by the Common Council

Comments _____

Sterling Pharmacy Variance Mailing List

34.785.0220 Mc Donalds 1010 1st Ave SW

Mailing Address- 2700 National Dr Ste 100 Onalaska WI 54650

34.275.0250 Ralph Donkers 1101 1st Ave SW

34.275.0260 New Age Properties 1103 1st Ave SW

Mailing Address- 303 27th Dr NW Austin MN 55912

34.275.0270 Ralph Donkers 1105 1st Ave SW

Mailing Address- 1101 1st Ave SW Austin MN 55912

34.275.0280 Ralph Donkers 1107 1st Ave SW

Mailing Address- 1101 1st Ave SW Austin MN 55912

34.275.0300 Ralph Donkers 1111 1st Ave SW

Mailing Address- 1101 1st Ave SW Austin MN 55912

34.275.0370 Rosario & Luisa Cruz-Garcia 1201 1st Ave SW

34.275.0380 Mark Schiesser 1203 1st Ave SW

34.785.0010 KT Real Estate 1201 Oakland Ave W

Mailing Address- 1626 Oak St Lacrosse WI 54603

34.785.0130 Greg Meyer Revocable Trust 1110 1st Ave SW

34.785.0140 Greg Meyer Revocable Trust 1106 1st Ave SW

Mailing Address- 1110 1st Ave SW Austin MN 55912

34.785.0150 Eng Tat Ng 1104 1st Ave SW

Mailing Address- 815 7th St NW Rochester MN 55901

34.785.0160 Trevor Petersen 110 10th St SW

34.785.0170 Evergreen Ventures LLC 106 10th St SW

Mailing Address- 725 Reichels Cir Stewartville MN 55976

34.785.0110 Astrup Properties LLC 1109 Oakland Ave W

905 N Main St Austin MN 55912

34.785.0090 Looman Properties 1105 Oakland Ave W

34.785.0080 Austin Acres LLC 1103 Oakland Ave W

Mailing Address- 87969 State Hwy 251 Austin MN 55912

34.785.0070 Nicholas Haasch 1101 Oakland Ave W

Mailing Address- 3144 Holmes Ave S Unit 1 Minneapolis MN 55408

34.795.2040 Austin HRA 1010 Oakland Ave W

Mailing Address- 308 2nd Ave NE Austin MN 55912

34.795.2720 Kathleen Weins 1200 Oakland Ave W

Mailing Address 302 24th St SW Austin MN 55912

34.795.2730 Meyer Properties & Holdings LLC 1204 Oakland Ave W

34.795.2750 Derek Warrington 107 11th St NW

1613 W Richway Dr Albert Lea MN 56007

34.795.2210 JAAM LLC 1110 Oakland Ave W

Mailing Address 3980 Marion Rd SE Rochester MN 55904

34.795.2130 Kay Johnson 1106 Oakland Ave W

Mailing Address- 1104 Oakland Ave W Austin MN 55912

34.795.2070 Kay Johnson 1100 Oakland Ave W

Mailing Address- 1104 Oakland Ave W Austin MN 55912

34.795.2110 TJA Williams Investments LLC 103 10th St NW

Mailing Address- 277 Coon Rapids Blvd NW Ste 410 Coon Rapids MN 55433

34.795.2120 Susana Olmedo Hernandez- 105 10th St NW

34.795.2140 Joshua Streiff 107 10th St NW

34.795.2190 Glenn Gullickson 106 11th St NW

Mailing Address- 1503 17th Ave SW Austin MN 55912

34.795.2200 Peter Korfhage 1111 1st Ave NW

Mailing Address- 707 26th St SW Austin MN 55912

34.795.2180 Mario Alfaro 1109 1st Ave NW

Mailing Address- 105 10th St NW Austin MN 55912

34.795.2170 Martha Gonzalez 1107 1st Ave NW

Mailing Address- 17424 540th Ave Austin MN 55912

34.795.2150 Abram Albee 1105 1st Ave NW

Mailing Address- 5405 20th St SE Rochester MN 55904

34.795.2160 Larissa Cook 1101 1st Ave NW

AFFIDAVIT OF MAILING
PUBLIC HEARING VARIANCE NOTICE
STATE OF MINNESOTA
COUNTY OF MOWER

Lauren K Bakken, being first duly sworn, disposes and says: "I am a United states citizen, over 21 years of age, and the engineering clerk of the City of Austin, MN."

On Monday May 20th 2025, acting on behalf of the City Planning Commission, I deposited in the United States Post Office in Austin, Minnesota copies of the attached notice of a hearing, enclosed in sealed envelopes, with postage thereon fully prepaid, address to the following persons at the addresses appearing below their respective names:

Sterling Amended Variance
See attached list

There is delivery service by United States mail between the place of mailing and the places so addressed.

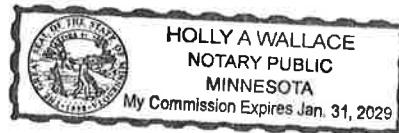


Lauren K Bakken

Subscribed and sworn to before me
This 20th Day of May.



Holly A Wallace
Notary Public



**NOTICE OF PUBLIC HEARING
FOR A VARIANCE FROM THE
AUSTIN CITY PLANNING COMMISSION**

NOTICE IS HEREBY GIVEN that the City of Austin has received an application from Astrup Properties LLC at 1109 W Oakland Ave for an amended green space variance that was granted on April 7th 2025.

Said petition will be heard at a regular meeting of the Austin City Planning Commission on **Tuesday, June 3rd**, at 5:30 pm in the Council Chambers of the Austin Municipal Building located at 500 4th Avenue NE at which time you may appear, if you desire, either in person, or by agent or attorney, in opposition to or in support of the petition.



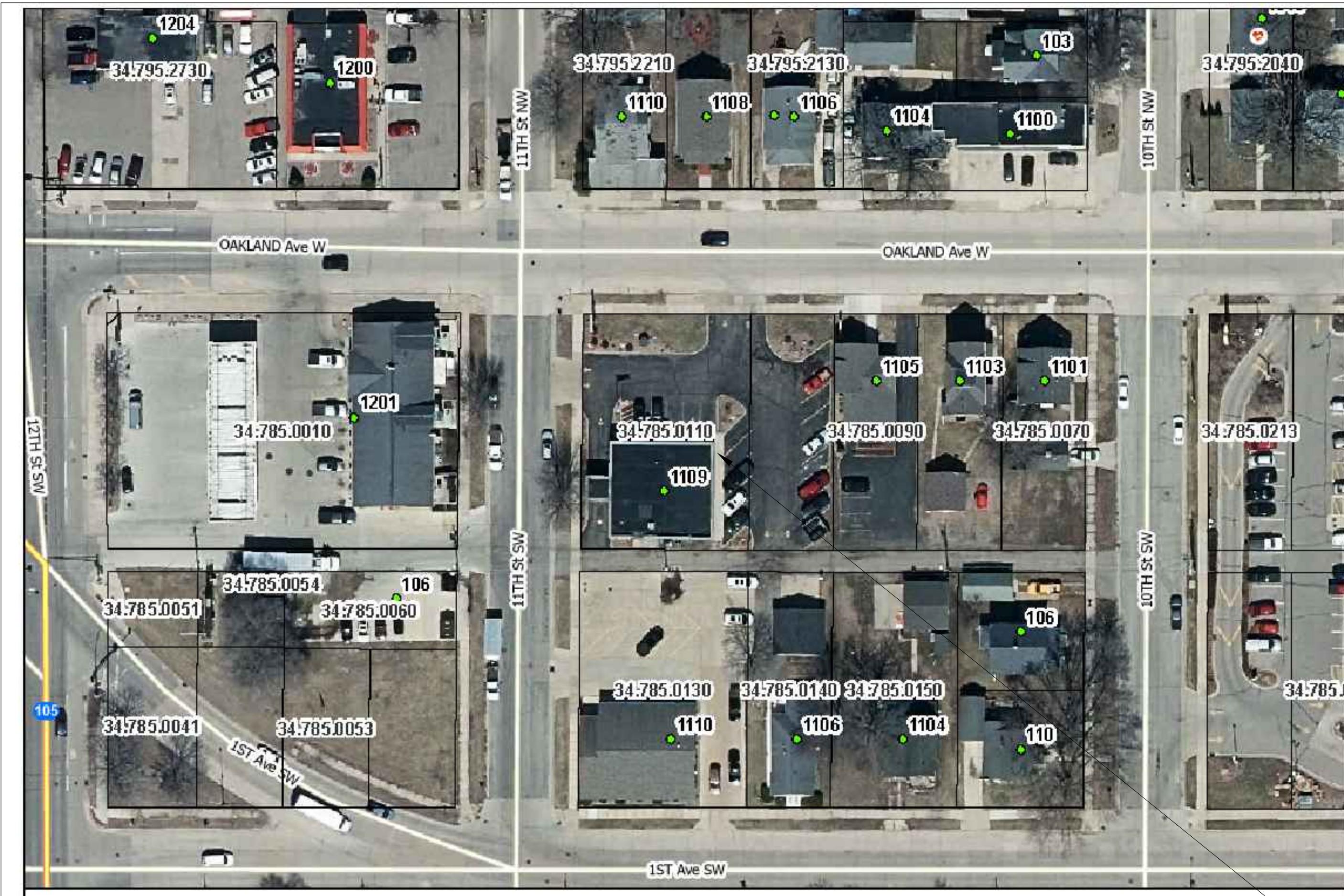
BY ORDER OF THE AUSTIN
CITY PLANNING COMMISSION
/s/
Holly Wallace
Planning and Zoning Administrator

INDEX TO SHEETS

**STERLING/MEDICAP PHARMACY
LOTS 4, 5, 6, BLOCK 2, WEST PARK ADDITION
AUSTIN, MN**

- C1: TITLE SHEET
C2: EXISTING CONDITIONS/REMOVAL PLAN
C3: HARDCAPE PLAN
C4: STACKING OVERFLOW PLAN
C5: TURN RADII EXHIBIT

THIS PLAN CONTAINS 5 SHEETS



LEGEND

○	= Sign
●	= Sign-Handicap
W	= Iron stake monument-Found
S	= Water Main
ST	= Sanitary Sewer
G	= Storm Sewer
UT	= Gas Main
OT	= Underground Telephone
FO	= Overhead Telephone
UE	= Fiber-Optics
OE	= Underground Electric
X	= Overhead Electric
—	= Chain Link Fence
○	= Control Access
○	= Gate Post
●	= Bollards
E	= Electric Meter
G	= Gas Meter
F	= Fiber-Optics Box
T	= Telephone Pedestal
■	= Light Tower
F&I	= Silt Fence
—	= Furnish & Install
1271.23	= Existing Elevation Contour Line
RM1270.89	= Proposed Elevation Contour Line
FL1262.34	= Proposed Top/Bottom of Retaining Wall Elevation
1272	= Rim Elevation
1272	= Line Elevation
—	= Concrete Surface
—	= Bituminous Surface
—	= Gravel Surface
—	= Proposed Pavement Elevation
—	= Proposed Top/Bottom of Retaining Wall Elevation

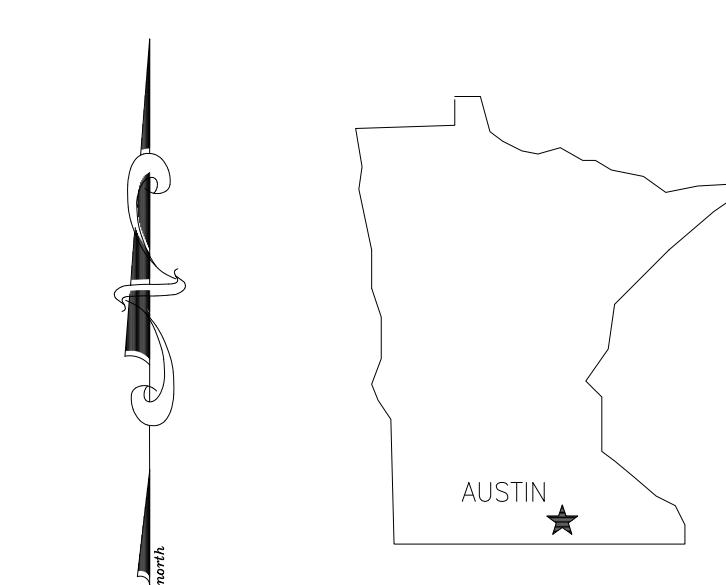
APPLICABLE CONSTRUCTION PERMITS

ALL CONSTRUCTION WITHIN COUNTY RIGHT-OF-WAY
SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE
PERMIT AS ISSUED BY THE ROAD AUTHORITY.

GENERAL NOTES

DEVELOPER, CONTRACTOR AND ALL SUBCONTRACTORS SHALL
COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES
GOVERNED BY STATE AND LOCAL JURISDICTION.
SITE IRRIGATING, LIGHTING, LANDSCAPING, SIGNING ARE NOT A PART OF THIS PLAN.
PROVIDE EROSION CONTROL PER NPDES PERMIT REQUIREMENTS AND AS SHOWN.
PROVIDE HANDICAP CURB RAMPS & SIGNAGE. COMPLY WITH ALL AMERICAN DISABILITY
ACT REQUIREMENTS.
ALL CONCRETE OR ASPHALTIC PAVEMENT CONSTRUCTION SHALL COMPLY WITH THE
PROVISIONS OF MN/DOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION,
LATEST EDITION.
A ROCK CONSTRUCTION ENTRANCE IS REQUIRED AT ALL
ENTRANCES FROM BITUMINOUS PAVEMENT.
ACCESS FOR LOCAL RESIDENTS/BUSINESSES SHALL ALWAYS BE MAINTAINED.
PROVIDE PAVEMENT STRIPING AS SHOWN.
CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL
NECESSARY PERMITS FOR CONSTRUCTION.
SEE BOUNDARY SURVEY BY OTHERS FOR SITE BOUNDARIES.
ANY ALTERATIONS OR REVISIONS TO THE SITE DEVELOPMENT PLAN AS SHOWN SHALL
NOT BE THE RESPONSIBILITY OF JONES, HAUGH & SMITH INC. AND SHALL RELEASE
JONES, HAUGH & SMITH INC. OF ANY LIABILITY FOR ANY DAMAGES CAUSED
THEREFROM UNLESS WRITTEN AUTHORIZATION OR PLAN REVISION HAS BE APPROVED
BY JONES, HAUGH & SMITH INC. PRIOR.

PROJECT LOCATION



I hereby certify that this plan, specification, or report was
drawn by Brian J. Johnson, a Registered Professional Engineer under
the laws of the State of Minnesota
and is a true and accurate representation of the work done.
Brian J. Johnson
Lc. No. 42744
Date: 2/22/25

JONES
HAUGH
SMITH
Engineers Surveyors
515 South Washington Ave Albert Lea, MN
507-373-4876

Project: **STERLING/
MEDICAP
PHARMACY**

Revision:

No.: **bjj** Date: **2/22/2025**

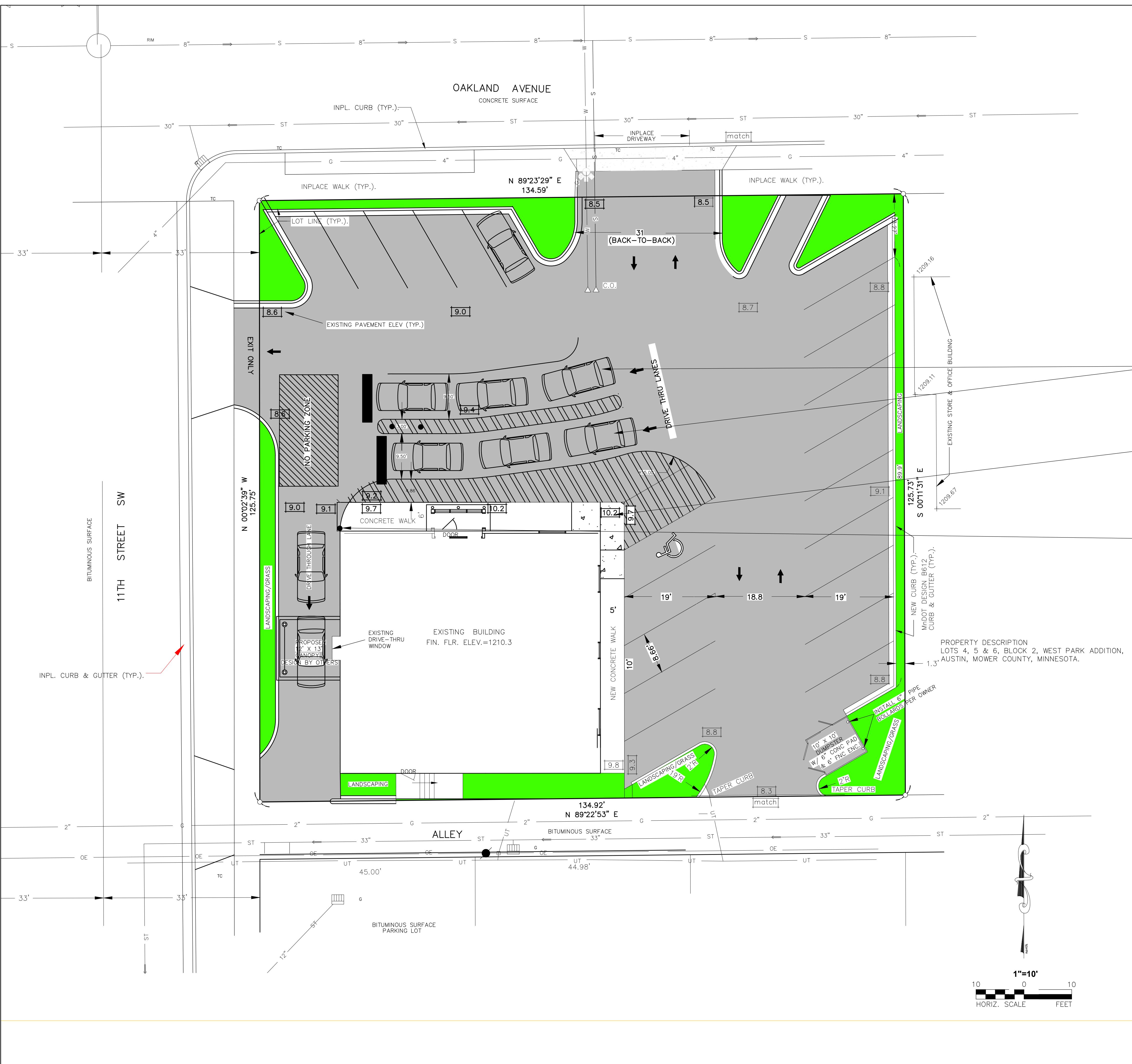
Drawn: **bjj** Checked:

Project Manager:

Project Status:

Sheet Title: **TITLE SHEET**

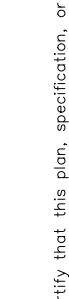
Sheet No.: **C1**



STERLING/ MEDICAP PHARMACY

PROPOSED HARDSCAPE PLAN

sheet No.:

 JONES HAUGH SMITH Engineers + Surveyors 515 South Washington Ave. Albert Lea, MN 507-373-4876	<hr/> <p>I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.</p> <hr/> <p style="text-align: right;">_____ Brian J. Johnson Lic. No. 42744</p> <hr/> <p style="text-align: right;">_____ Date: 2/22/25</p>
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כוננות

Project Manager: -342	Date: 2/22
Drawn: bjj	Checked:

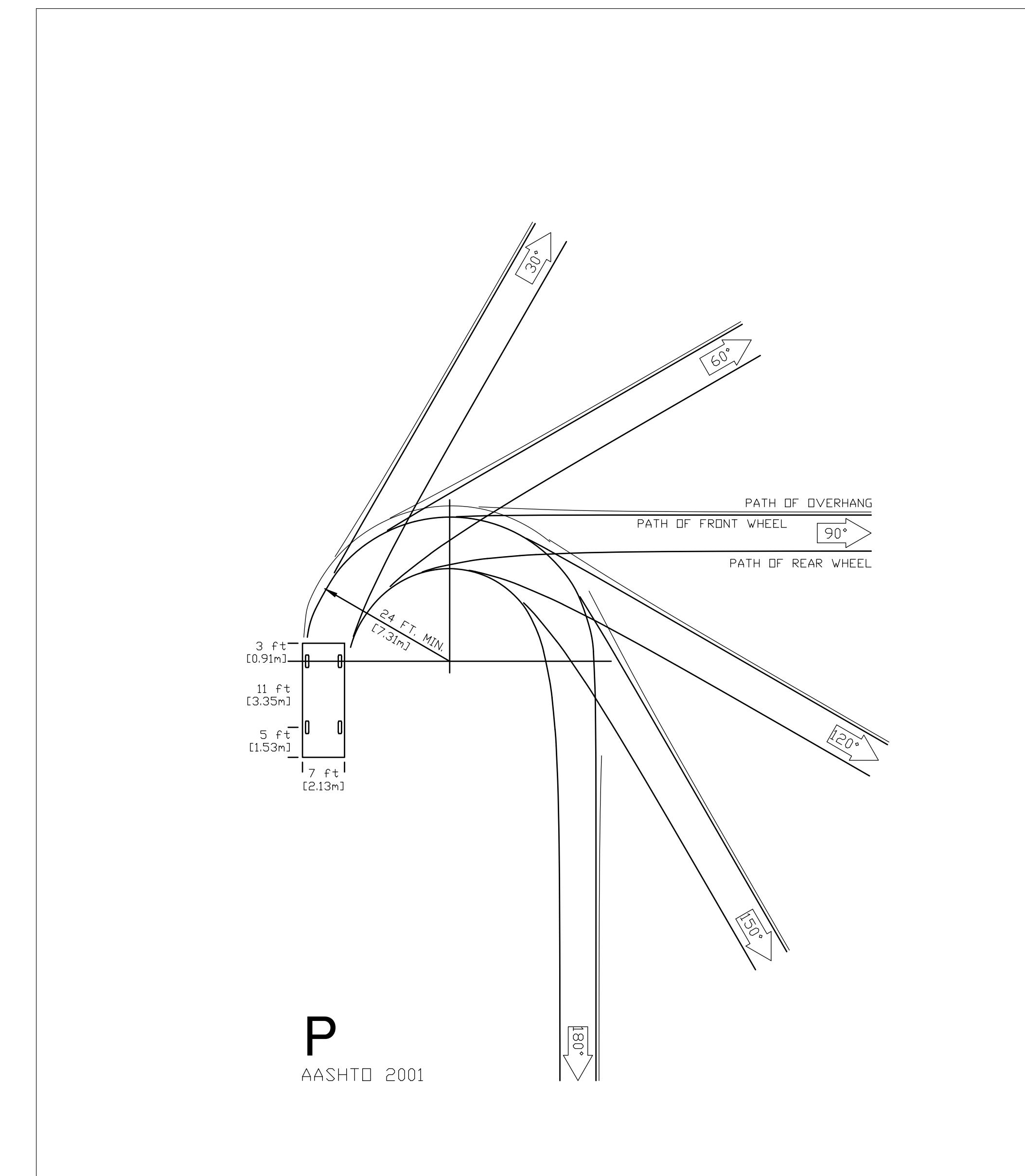
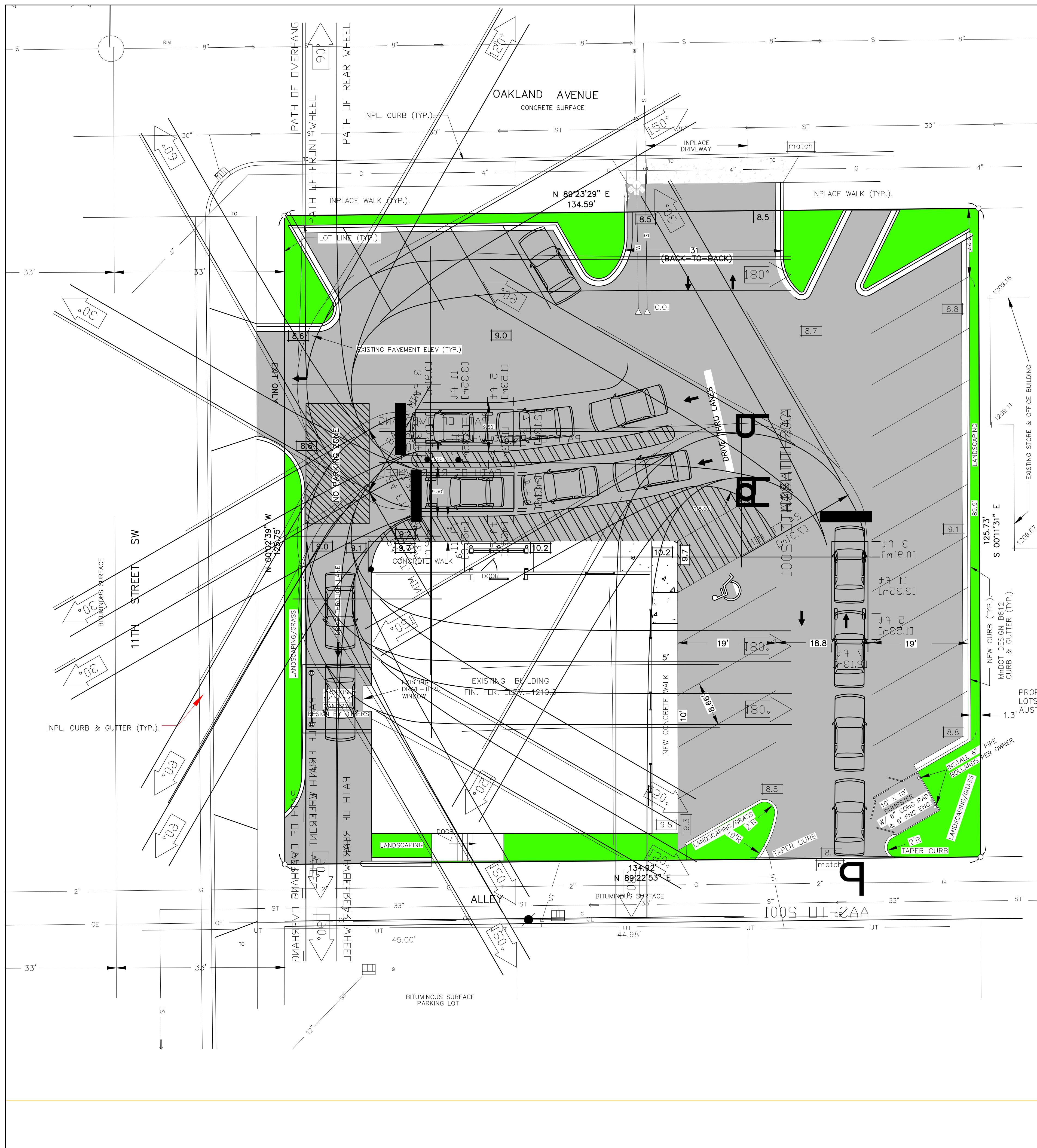
Project Status:

sheet Title:

PROPOSED

HARDSCAPE

Sheet No.:



STERLING/ MEDICAP PHARMACY

TURNING RADII

Sheet No.: **C5**

RESOLUTION NO.

ACCEPTING DONATIONS TO THE CITY OF AUSTIN

WHEREAS, the City has received the following gifts:

<u>Gift</u> \$ 25 \$ 50	<u>Donor</u> Jane McFarland Joe & Austia Hickey	<u>For</u> 2025 Flower Donation 2026 Flower Program in Honor of Bonnie Besse Rietz Birthday
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NOW THEREFORE, BE IT RESOLVED that the City of Austin City Council accepts said gifts to the City of Austin.

Passed by a vote of yeas and nays this 16th day of June, 2025.

ATTEST:

APPROVED:

City Recorder