

A G E N D A
CITY COUNCIL MEETING
MONDAY, APRIL 6, 2026
5:30 P.M.
COUNCIL CHAMBERS

Call to Order.

Pledge of Allegiance.

Roll Call.

(mot) 1. Adoption of Agenda

(mot) 2. Approving minutes from March 16, 2026.

3. Recognitions and Awards – Step Up Awards

(mot) 4. *Consent Agenda

Licenses:

Mobile Business: Sunny’s Ice Cream & Mexican Food, Austin, MN

Mobile Business: Stage Couch BBQ & Grill, Brownsdale, MN

Massage Therapist: Christine Stiehm, Austin, MN

Right of Way: Landmark Concrete and Landscaping, LLC, Albert Lea, MN

Low Potency Hemp Edible: Dragon Smoke Shop, Austin, MN

Low Potency Hemp Edible: Main Street Pinball, Austin, MN

Exempt Gambling (bingo): Mower County Veterans on July 3 & 4, 2026

Temporary Liquor: VFW Post 1216 on May 16, 2026

Temporary Liquor: VFW Post 1216 on August 15, 2026

Claims:

a. Pre-list of Bills

Events:

Shamrockin’ Run on April 11, 2026

Anywaa Annual Culture Day on July 4, 2026

PUBLIC HEARING:

(res) 5. Reviewing a tax abatement application from Bigelow & Lennon
a. Approval or denial of a tax abatement application

BID OPENING AND AWARD:

(res) 6. Receiving bids for 2026 Street Reconstruction Projects
a. Awarding bid

PETITIONS AND REQUESTS:

- (res) 7. Approving the 2026, 2027, and 2028 Base Pay Structure
- (res) 8. Approving the Austin Bruins contract
- (res) 9. Approving budget adjustment number two for 2026
- (res) 10. Approving design services with WHKS for the 2026 Sanitary Sewer Lining Project
- (res) 11. Approving an airport entitlement funding transfer – Wadena
- (res) 12. Approving an airport entitlement funding transfer – Glencoe
- (res) 13. Approving change order number eleven for the Wastewater Treatment Plant Project

CITIZENS ADDRESSING THE COUNCIL

Members of the public may address the City Council on items that are not otherwise on the agenda. Each speaker is limited to two minutes. The Council will listen to comments but may not enter into a dialogue, take immediate action, or answer questions during this time.

REPORTS AND RECOMMENDATIONS:

City Administrator
City Council

- (mot) Adjourn to **Monday, April 20, 2026** 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.

MINUTES
CITY COUNCIL MEETING
March 16, 2026
5:30 PM
Council Chambers

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

MEMBERS ABSENT: Council Member Oballa Oballa and Council Member Michael Postma

STAFF PRESENT: City Administrator Craig Clark, Police Chief David McKichan, Fire Chief Jim McCoy, City Attorney Craig Byram, Public Works Director Steven Lang, Planning and Zoning Director Holly Wallace, Park, Recreation and Forestry Director Jason Sehon, Assistant City Engineer Andrew Sorenson, Library Director Julie Clinefelter, Human Resources Director Tricia Wiechmann and City Clerk Brianne Wolf

APPEARING IN PERSON: Austin Daily Herald

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

Mayor King read a summary statement of City Administrator Craig Clark's performance review.

Moved by Council Member Fischer, seconded by Council Member Baskin, approving Council minutes from March 2, 2026. Carried.

Moved by Council Member Helle, seconded by Council Member-at-Large Austin, approving the agenda as amended. Removing items #13 & #16. Carried.

CONSENT AGENDA

Moved by Council Member Fischer, seconded by Council Member Helle, approving the consent agenda.

Licenses:

- Exempt Gambling (raffle): Austin Area Chamber of Commerce on July 7, 2026
- Exempt Gambling (bingo): Austin Area Chamber of Commerce on July 21, 2026
- Temporary Liquor: VFW Post 1216 on April 10 & 11, 2026
- Temporary Liquor: Austin Area Chamber of Commerce on July 21, 2026
- Low Potency Hemp Edible Retailer: One Stop Food Mart, Austin, MN
- Low Potency Hemp Edible Retailer: By the Way Food Mart, Austin, MN

Low Potency Hemp Edible Retailer: One Stop Liquor and Tobacco, Austin, MN
Mobile Business: Solem Concessions, Austin, MN
Mobile Business: 1910 Fresh Mexican Kitchen, LLC, Austin, MN
Mobile Business: La Michoacana Purepecha, Rochester, MN
Right of Way: Volt Electric, Austin, MN

Claims:

- a. Pre-list of Bills

Events:

No Kings 3.0 on March 28, 2026
Mental Health Awareness Walk on May 8, 2026
Cedar Rivers Farmers Market May 15, 2026 thru September 25, 2026
Austin Area Chamber of Commerce Independence Day Parade on July 4, 2026
Annual Running with Ella 5k on August 29, 2026
Travis Manion Foundation 9/11 Heros Run on September 12, 2026

Appointments to Boards and Commissions:

Pam Grubbs to the Culture and Arts Commission – term expiring 12/31/2026

Carried.

PUBLIC HEARINGS

Public Works Director Steven Lang reported to Council that 141 informational letters were sent out to citizens that were affected by upcoming street projects. The Engineering Department held an informational meeting and five property owners attended. They also sent an FAQ flyer to affected homeowners. He reviewed the assessment payment options and stated there is backup information in the Council packet for review.

Mr. Lang stated the project located on 8th Street SE will replace 100% of the sidewalk, as it was determined to be deficient. He stated that the City has a policy: if 50% of the sidewalk is in need of replacement, they will replace the sidewalk at 100%.

Mayor King called for the public hearing on street improvements on 8th Street SE (8th Avenue SE to 15th Avenue SE), Project 25104. The amount to be assessed is \$1,275,000 at 5.357% for 15 years. There have been no written objections to this project. There were no public comments.

Moved by Council Member Fischer, Seconded by Council Member Baskin, adopting a resolution declaring the cost of Project 25104. Carried 5-0.

Moved by Council Member-at-Large Austin, Seconded by Council Member Helle, adopting a resolution adopting the assessment roll of Project 25104. Carried 5-0.

Mayor King called for the public hearing on street improvements on 7th Avenue SW (24th Street SW to 8th Avenue SW), 8th Avenue SW (27th Street SW to 7th Avenue SW), & 26th Street SW (5th Avenue SW to 8th Avenue SW), Project 26101. The amount to be assessed is \$130,000 at 5.357% for 15 years. There have been no written objections to this project. There were no public comments.

Mr. Lang stated this will be a mill and overlay project and has different assessment rates versus a full street reconstruction project.

Moved by Council Member Fischer, Seconded by Council Member Waller, adopting a resolution declaring the cost of Project 26101. Carried 5-0.

Moved by Council Member Helle, Seconded by Council Member Fischer, adopting a resolution adopting the assessment roll of Project 26101. Carried 5-0.

Mayor King called for the public hearing on street improvements on 9th Avenue NW (11th Street NW to 14th Street NW) Project 26102. The amount to be assessed is \$825,000 at 5.357% for 15 years.

Mr. Lang stated this project will have 100% of the sidewalk replaced as it was determined to be deficient.

There was one written objection received from Jeremy Carolan, 1001 11st Street NW. His letter was read to Council.

Mr. Lang relayed the property Mr. Carolan owns is a corner lot, it has a larger street frontage and therefore the street assessment is more. Also in the case of this property, 60% of the sidewalk was identified as non-compliant.

Mayor King relayed that staff recommend approving the project and the property owner would have the right to file within District Court to appeal. He also stated Council can cancel the project or create a carveout for this individual due to the objection.

Homeowner Evolett Gonzalez was in attendance and spoke to Council about her objection to the street assessment. Her property is located at 1403 9th Avenue NW.

Council Member Baskin reiterated there are options for payment and asked the department heads to ensure this information is clarified to her.

Mr. Lang outlined the assessment would be spread out over a 15-year period and added to the property taxes.

Moved by Council Member Fischer, Seconded by Council Member-at-Large Austin, adopting a resolution declaring the cost of Project 26102. Carried 5-0.

Moved by Council Member-at-Large Austin, Seconded by Council Member Waller, adopting a resolution adopting the assessment roll of Project 26102. Carried 5-0.

Mayor King called for the public hearing on street improvements on 5th Street NW (12th Avenue NW to 15th Avenue NW) & 7th Street NW (13th Avenue NW to 15th Avenue NW), Project 26103. The amount to be assessed is \$1,100,000 at 5.357% for 15 years. There have been no written objections to this project. There were no public comments.

Moved by Council Member Fischer, Seconded by Council Member Waller, adopting a resolution declaring the cost of Project 26103. Carried 5-0.

Moved by Council Member Helle, Seconded by Council Member Waller, adopting a resolution adopting the assessment roll of Project 26103. Carried 5-0.

Mayor King called for the public hearing on street improvements on 14th Street NW (8th Avenue NW to 15th Avenue NW), Project 26104. The amount to be assessed is \$300,000 at 5.357% for 15 years. There have been no written objections to this project. There were no public comments.

Moved by Council Member Fischer, Seconded by Council Member Helle, adopting a resolution declaring the cost of Project 26104. Carried 5-0.

Moved by Council Member Fischer, Seconded by Council Member Waller, adopting a resolution adopting the assessment roll of Project 26104. Carried 5-0

BIDS AND AWARDS

Parks, Recreation and Forestry Director Jason Sehon presented a proposal for the pickleball court project to include construction of eight courts. Mr. Sehon noted the potential cost savings could be achieved by removing certain non-essential amenities if necessary and by completing the ADA-accessible sidewalk as part of the 2026 summer project rather than delaying it. Other amenities, including shade, benches, tables, drinking fountains, and lighting, could be deferred to a future phase as funding becomes available, or in 2027.

Mr. Sehon stated that the Austin, Minnesota Area Pickleball Association (AMAPA) increased its contribution by \$10,000, bringing its total contribution to \$110,000. The revised funding includes \$150,000 from the City of Austin building fund, \$250,000 from the Hormel Foundation grant, and \$110,000 from the Pickleball Association, for a total of \$510,000 available for the project.

The Park, Recreation, and Forestry Board met and voted unanimously to recommend that the City Council award the bid for construction of the eight courts and postpone other amenities as necessary to ensure project completion. The board also asked staff to explore reallocating funds from the 2026 Capital Improvement Plan to support court-related amenities.

To address the remaining project costs, staff proposed reallocating existing funds as follows:

1. \$15,866 from the Capital Improvement Program (CIP) to install the west sidewalk as part of the ADA sidewalk project. There will be cost savings by completing this work during the construction of the courts.
2. \$15,000 from the CIP, miscellaneous roads and trails fund, for parking lot materials.
3. \$19,134 from playground improvements to be reallocated towards the pickleball courts.
4. \$30,000 from the building fund to finalize the project costs.

Staff recommended three actions for Council approval:

1. Award the bid to Ulland Brothers, Inc. as the low bidder for \$507,555.
2. Approve a budget amendment of \$30,000 from the building fund.
3. Approve the reallocation of \$50,000 in 2026 Capital Improvement Plan funds for remaining project expenses.

Council Member Baskin expressed this is a positive example of local government effectively collaborating. He emphasized the strong partnership with a local group aimed at improving the community. He also thanked Mr. Sehon for his contributions to this project and expressed his support for it.

Council Member Helle asked if the three steps were approved today and AMAPA were to bring more funding forward or they were to obtain additional grants, is the city committed to this or is this a worst-case scenario.

Mr. Sehon stated at the end of the project there may be some funding left but they should assume those capital project funds are gone and allocated for this project. He would recommend AMAPA raise funding for the extra amenities.

Council Member Helle clarified they would be using the City funding to build the eight courts and some of the other additional items (fencing, parking lot, sidewalk) and if there were additional funding left over that would be allocated to the extra amenities (shading, seating, hydration station).

Mr. Sehon stated this was correct.

Mayor King asked when the courts would be ready for use.

Mr. Sehon stated the estimated date of completion is the end of September.

Moved by Council Member Helle, seconded by Council Member Waller to approve awarding the bid to Ulland Brothers, Inc. for \$507,555, approve a budget amendment of \$30,000 from the building fund and approve the reallocation of \$50,000 in 2026 Capital Improvement Plan funds for remaining project expenses. Carried. 5-0.

PETITIONS AND REQUESTS

Mayor King requested a motion for the approval of the Southern Minnesota Municipal Power Association (SMMPA) ordinance. This would authorizing the execution of a ground lease between SMMPA and Austin Utilities.

Moved by Council Member-at-Large Austin, seconded by Council Member Baskin, for preparation of the SMMPA ordinance. Carried.

Moved by Council Member-at- Large Austin, seconded by Council Member Baskin, for the adoption of the SMMPA ordinance. Carried 5-0.

Mayor King requested a motion for the approval of an amendment to the Sidewalk Café ordinance.

Moved by Council Member Helle, seconded by Council Member Waller, for preparation of the amendment to the Sidewalk Café ordinance. Carried.

Mayor King requested a motion for the approval of an amendment to the ordinance on standards for regulations relating to sewer use and service charges.

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, for preparation of the amendment to the ordinance on standards for regulations relating to sewer use and service charges. Carried.

Moved by Council Member-at- Large Austin, seconded by Council Member Waller, for the adoption of the amendment to the ordinance on standards for regulations relating to sewer use and service charges. Carried 5-0.

Planning and Zoning Administrator Holly Wallace requested Council approve an annexation request from CCI Granite, at 1407 10th Drive SE. Ms. Wallace stated the property would like to access city sewer services. The property is located in Austin Township and is on 1.14 acres. This property is also located in an I-1, light industrial district. She stated once annexed into the City the petitioners would pay the sewer connection fees.

Moved by Council Member Baskin, seconded by Council Member Helle, adopting a joint resolution approving the annexation of CCI Granite, 1407 10th Drive SE, Austin, MN. Carried. 5-0.

Moved by Council Member-at-Large Austin, seconded by Council Member Waller, adopting a resolution approving a budget adjustment to the general fund for 2026. Carried 5-0.

Human Resources Director Trish Wiechman requested Council approve a revised earned sick and safe time leave policy. She stated some items updated were required by statute and also the City updated the following: increase the cash out for sick leave to \$1,000 annually, change the maximum accrual amounts for employees hired after January 1, 2026, and change the retirement

payout amounts. She is requesting Council approval for the updated policy revisions. These changes are requested to be retroactive to January 1, 2026 and would mainly effect non-bargaining unit employees.

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution approving a revised earned sick and safe time leave policy. Carried.

Fire Chief McCoy stated due to short staffing at the fire station they are requesting Council approve a temporary full-time firefighter. Chief McCoy stated they met with the Fire Commission on March 6th and they were in approval of hiring the temporary full-time firefighter.

Moved by Council Member Baskin, seconded by Council Member Helle, approving the hiring of a temporary full-time firefighter. Carried.

City Clerk Brienne Wolf requested Council approval for an off-sale liquor license transfer to Austin South Highway Liquor LLC, 3011 W. Oakland Avenue. Ms. Wolf stated the license was previously held by Austin Highway Liquor LLC. The Clerk's office has received all the necessary documentation for the license transfer and recommends approval.

Moved by Council Member Baskin, seconded by Council Member-at-Large Austin, adopting a resolution approving a liquor license transfer to Austin South Highway Liquor LLC. Carried 5-0.

Moved by Council Member-at-Large Austin, seconded by Council Member Helle, adopting a resolution accepting donations to the City of Austin. Carried 5-0.

Moved by Council Member-at-Large Austin, seconded by Council Member Helle, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 703 5th Street NW, 703 5th St LLC Property. Carried.

Moved by Council Member Fischer, seconded by Council Member Helle, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 1005 8th Street NW, Fink Property. Carried.

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 1306 11th Street NW, Hastings Property. Carried.

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 707 6th Avenue SW, Batikare Property. Carried.

Moved by Council Member Helle, seconded by Council Member Fischer, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 1112 1st Avenue NW, Dornink Property. Carried.

CITIZENS ADDRESSING THE COUNCIL

Bob Rosel, AMAPA Representative, thanked Council for their cooperation and support in getting pickleball courts in Austin.

REPORTS AND RECOMMENDATIONS

City Administrator Craig Clark thanked Senator Gene Dornink for his support of the local option sales tax bill. He assisted in the hearing for the Senate tax committee. This funding will assist with a new police station if it were to move forward.

Public Works Director Steven Lang provided an update on the City's snow removal efforts over the last several days. He expressed appreciation to the Street Department, Sewer Department, and Park and Recreation staff for working together on the response. He noted a snow emergency was declared due to the anticipated volume of snowfall and will remain in effect until 8:00 a.m. Wednesday.

Mr. Lang reported crews worked on Sunday from 6:00 a.m. to 6:00 p.m. during the storm. On Monday, crews began work at 1:00 a.m. to complete downtown snow pickup and windrowing. He stated crews would begin again at 4:00 a.m. Tuesday to finish downtown windrow pickup, continue sanding arterial and secondary streets, and complete cleanup in residential areas throughout the day.

Mr. Lang stated the office received approximately 12 to 15 calls related to the snow event. He noted, although this was more than in past events, it remained manageable given the impact on the entire community. Reported concerns included plowed-in driveways, snow piles at intersections affecting visibility, slippery road conditions, and alley access.

Mr. Lang again thanked the crews for their long hours and early starts in responding to the storm. Council members also expressed appreciation for staff efforts.

Council Member Helle expressed appreciation for City staff and emergency responders who continued working during the snow emergency, noting that law enforcement, firefighters, and other emergency personnel still responded despite poor conditions. Appreciation was also extended to residents who stayed home during the storm, which helped ease response efforts. Council Member Helle noted effective public communication regarding the snow emergency, including Facebook updates from law enforcement and City staff, as well as outreach through major media channels.

Council Member Helle recognized the library for successfully hosting a Comic Con event on Saturday prior to the storm. She thanked the Library Director for the Library's strong community programming and the positive experience it provided for local families.

Council Member-at-Large Austin thanked all the City staff for their efforts during the snow emergency.

Council Member Baskin thanked all City staff for their efforts during the snow emergency.

Mayor King thanked all that serve all on the City's commissions and boards.

Citizen Scott Soderberg 2408 16th Avenue SW addressed the Council revisiting his earlier remarks about taxes and clarified that his concern is not with Austin having younger residents, but with the financial pressure rising property taxes place on older residents, retirees, and others on fixed incomes. He stated concern that City spending on property acquisition, demolition, flood mitigation, and transfers to nonprofit entities removes properties from the tax rolls without a clear return on investment, which he believes shifts more of the tax burden onto remaining taxpayers. He referenced several properties as examples and questioned whether those expenditures are producing enough public value or future tax base growth. Mr. Soderberg also urged the City to consider preserving certain local properties and venues that hold historic and community significance, rather than removing them, and said he would like to see stronger efforts to maintain places that contribute to Austin's identity and appeal. He further commented that the public would benefit from better access to information about City decisions and encouraged more residents to participate in the process by attending meetings and voicing their concerns.

Moved by Council Member-at-Large Austin, seconded by Council Member Baskin, adjourning the meeting to March 16, 2026. Carried.

Adjourned: 6:36 p.m.

Approved: April 6, 2026

Mayor: _____

City Clerk: _____

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



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

MEMORANDUM

TO: Honorable Mayor and Council

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

DATE: April 6, 2026

SUBJECT: April 2026 Step Up Award

Handwritten initials "JS" in blue ink.

At the February 4, 2026 Parks, Recreation & Forestry Board meeting, the Board discussed the implementation of a new community recognition and award program.

The "Step Up Award" will serve as an official recognition presented by the City to local individuals, businesses, and organizations in appreciation of their volunteer service, sponsorship of programs and events, promotional efforts, outstanding service in the interest of the City, and other meaningful contributions that significantly enhance the quality of life in Austin.

The award will be administered by the Parks, Recreation & Forestry Director. Award recipients will be nominated and selected by the Parks, Recreation & Forestry Board.

The award will be presented quarterly at City Council meetings, specifically at the first meeting of the month in January, April, July, and October. Presentations will take place under Agenda Item #3 - Recognitions and Awards.

Staff Recommendations:

The Parks, Recreation & Forestry Board and Austin City Council recommend presenting the April 2026 Step Up Award to Scott Knoebel in recognition of his outstanding service and contributions to the community.

Please let me know if you have any questions.

HOUSING TAX ABATEMENT APPLICATION

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

Property Owner / Applicant: Bigelow & Lannon Construction

Current Address: 201 1st St SW Byron, MN 55920

Telephone: 507-775-7068 E-Mail: jill@bigelowlannon.com

Has applicant ever defaulted on property taxes? Yes No *If Yes, provide details on separate page(s).*

Are property taxes current? Yes No

PROJECT		<i>(check all that apply)</i>	
Single-Family		Multi-family Complex	
<input checked="" type="checkbox"/> New Construction ("stick build")	<input type="checkbox"/> Modular	<input type="checkbox"/> Duplex	<input type="checkbox"/> Townhomes
<input type="checkbox"/> Manufactured on permanent foundation	<input type="checkbox"/> Shouse	<input type="checkbox"/> Apartment Building	<input type="checkbox"/> Other:
Is this an application for a replacement of an existing housing unit on the same parcel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Is this application for an existing housing unit you intend to move to this parcel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If YES, where is the unit being relocated from?</i> <input type="checkbox"/> Outside Mower County OR <input type="checkbox"/> Within Mower County but currently unlivable			
Project Address: <u>1317 18th St NE Austin, MN 55912</u>			
Project Legal Description: <u>Lot 2, Block 1 Nature Ridge 4th</u>			
Parcel Number: <u>34.471.0020</u>		Estimated Project Valuation: <u>\$400,000.00</u>	

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

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

[Signature] 2/13/26
Signature of Applicant(s) Date

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

City or Township of _____ Date:

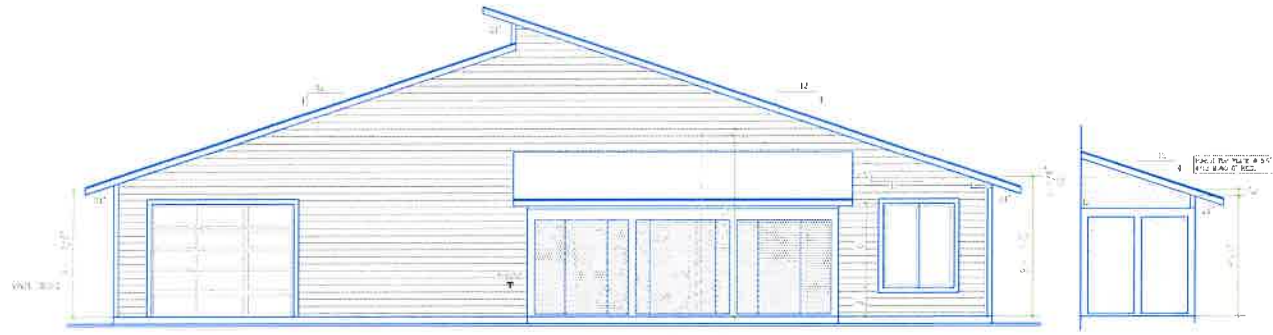
School District of _____ Date:

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.

Please submit completed application with attachments to:

Mower County Administration
201 1st Street NE, Suite 9, Austin MN 55912
507-437-9549
Office Hours: M-F 8 a.m. – 4:30 p.m.
deniseb@co.mower.mn.us

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



REAR ELEVATION
SCALE 1/4" = 1' 0"

PLEASE SEE PLANS FOR
ALL WALLS & ROOF



FRONT ELEVATION
SCALE 1/4" = 1' 0"

PLEASE SEE PLANS FOR
ALL WALLS & ROOF

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DATE: 08/14/2024
DRAWN BY: WADE KOLANDER
CHECKED BY: WADE KOLANDER
SCALE: AS SHOWN

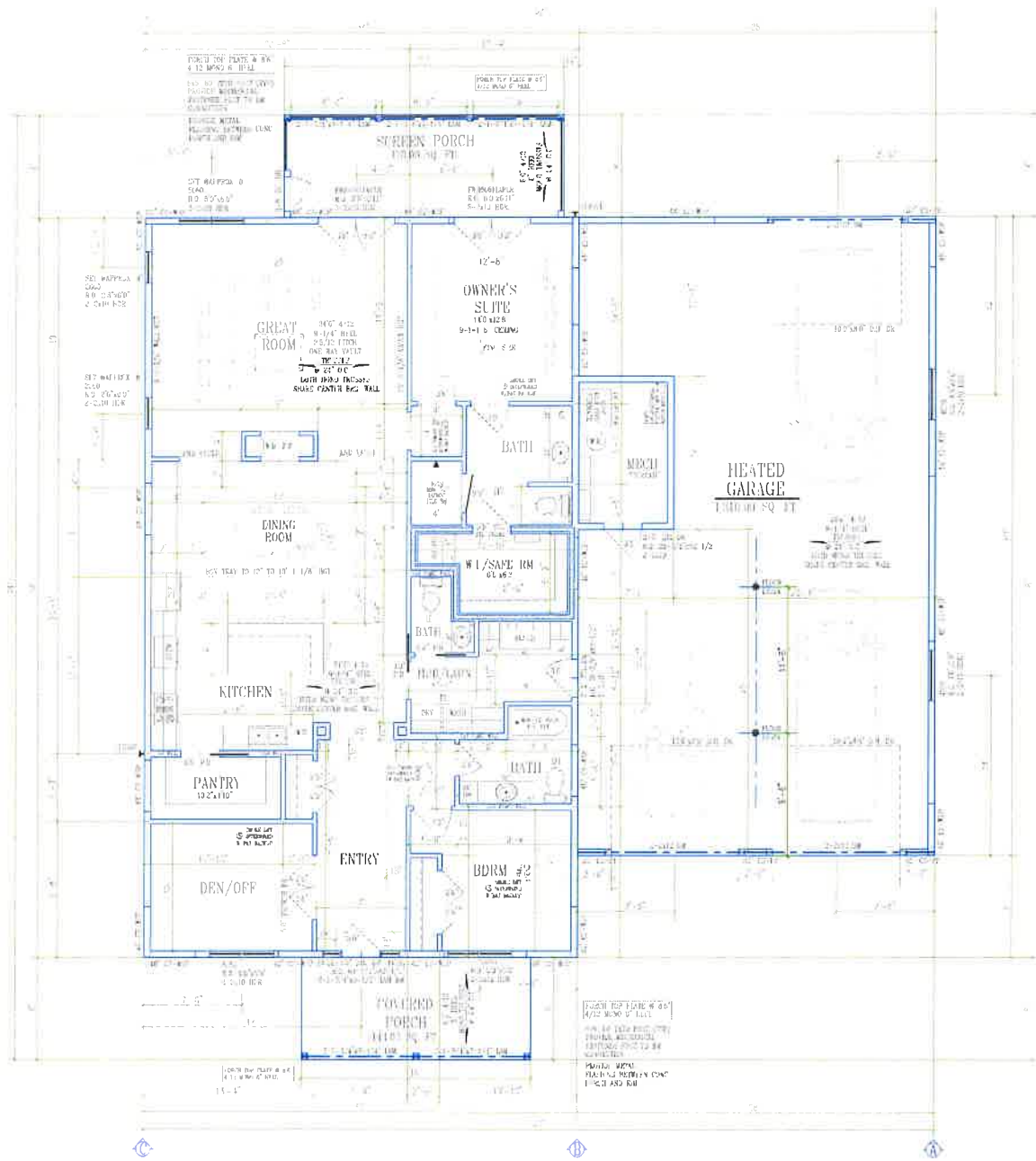


TABLE 1: FINISH SCHEDULE

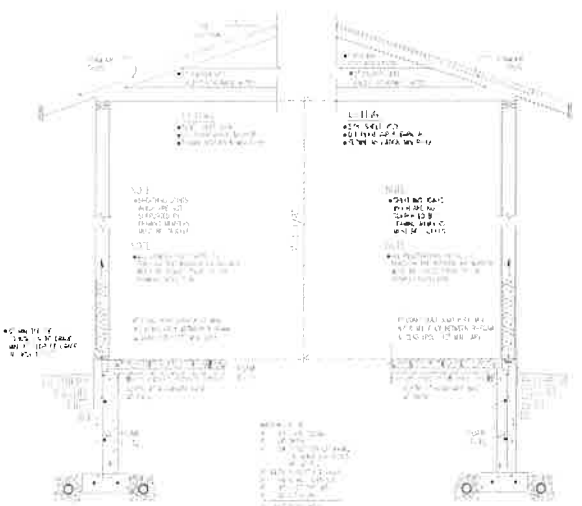
NO.	FINISH	DESCRIPTION
1	CEILING	9" POP
2	FLOOR	1/2" OSB
3	WALL	5/8" GYP
4	DOOR	6" SOLID
5	WINDOW	2" SOLID
6	TRIM	1/2" GYP
7	PAINT	PRIME & FINISH
8	ROOF	1/2" OSB
9	FOUNDATION	8" CONCRETE
10	CONCRETE	4" SLAB
11	BRICK	8" COMMON
12	STONE	1/2" GYP
13	GLASS	1/2" GYP
14	METAL	1/2" GYP
15	WOOD	1/2" GYP
16	PLASTER	1/2" GYP
17	CEILING	9" POP
18	FLOOR	1/2" OSB
19	WALL	5/8" GYP
20	DOOR	6" SOLID
21	WINDOW	2" SOLID
22	TRIM	1/2" GYP
23	PAINT	PRIME & FINISH
24	ROOF	1/2" OSB
25	FOUNDATION	8" CONCRETE
26	CONCRETE	4" SLAB
27	BRICK	8" COMMON
28	STONE	1/2" GYP
29	GLASS	1/2" GYP
30	METAL	1/2" GYP
31	WOOD	1/2" GYP
32	PLASTER	1/2" GYP

2,062.00 SQ FT FIN FLR AREA
 1,310.00 SQ FT GARAGE AREA
 320.00 SQ FT COV POR AREA
 9'-1 3/8" MAIN WALL HEIGHT

MAIN FLOOR PLAN
 SCALE 1/4" = 1'-0"

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
3. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL TO THE ARCHITECT AND ENGINEER PRIOR TO INSTALLATION.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO EXCAVATION.
6. THE FOUNDATION SHALL BE CONSTRUCTED ON A COMPACTED SUBGRADE.
7. ALL EXTERIOR WALLS SHALL BE FINISHED WITH A WEATHER RESISTIVE BARRIER AND INSULATION.
8. THE ROOF SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS.
9. ALL ELECTRICAL AND MECHANICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND THE NATIONAL MECHANICAL CODE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
11. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
12. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.
13. ALL MATERIALS SHALL BE STORED PROPERLY TO PREVENT DAMAGE.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDS.
15. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND ENGINEER.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
17. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL TO THE ARCHITECT AND ENGINEER PRIOR TO INSTALLATION.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
19. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO EXCAVATION.
20. THE FOUNDATION SHALL BE CONSTRUCTED ON A COMPACTED SUBGRADE.
21. ALL EXTERIOR WALLS SHALL BE FINISHED WITH A WEATHER RESISTIVE BARRIER AND INSULATION.
22. THE ROOF SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS.
23. ALL ELECTRICAL AND MECHANICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND THE NATIONAL MECHANICAL CODE.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
25. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
26. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.
27. ALL MATERIALS SHALL BE STORED PROPERLY TO PREVENT DAMAGE.
28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDS.
29. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND ENGINEER.
30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.



MAIN FOUNDATION WALL DETAIL

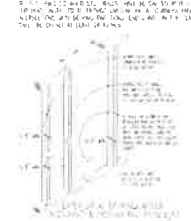
GARAGE FOUNDATION WALL DETAIL

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WALL DETAIL



WALL DETAIL

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	12" CMU	100	LF	1.50	150.00
2	1/2" ANCHORS	100	EA	0.10	10.00
3	WEATHER RESISTIVE BARRIER	100	SF	0.50	50.00
4	INSULATION	100	SF	1.00	100.00
5	EXTERIOR FINISH	100	SF	0.75	75.00
6	FOUNDATION	100	SF	0.25	25.00
7	ROOFING	100	SF	1.25	125.00
8	ELECTRICAL	100	LF	0.50	50.00
9	MECHANICAL	100	LF	0.50	50.00
10	PAINT	100	SF	0.25	25.00
11	LABOR	100	HR	15.00	1500.00
12	PERMITS	1	SET	500.00	500.00
13	INSURANCE	1	MONTH	1000.00	1000.00
14	BONDS	1	MONTH	1000.00	1000.00
15	CONTINGENCY	1	PERCENT	100.00	100.00
16	TOTAL				3300.00

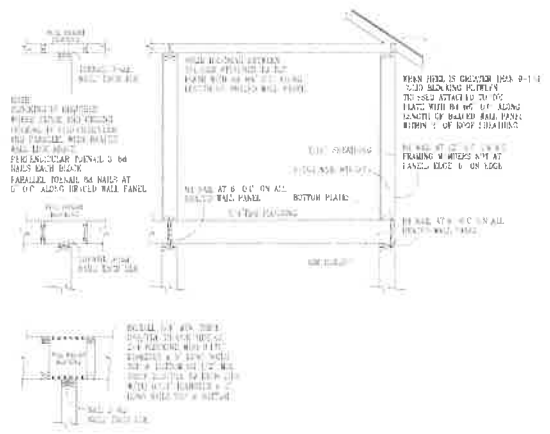
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15	CONTINGENCY	1	PERCENT	100.00	100.00
16	TOTAL				3300.00

STRUCTURE TO MEET 2.0 AIR EXCHANGE RATE PER HOUR

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
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16	TOTAL				3300.00

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1. INTERIOR BRICK VENEER SHALL BE FINISHED TO MATCH EXTERIOR BRICK VENEER.
2. ALL BRICK SHALL BE 8" X 8" X 16" SOLID BRICK.
3. ALL BRICK SHALL BE LAYED IN A COURSE.
4. ALL BRICK SHALL BE ANCHORED TO THE FOUNDATION WITH 1/2" DIA. ANCHORS.
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BLOCKING DETAIL TALL HEEL

BLOCKING DETAIL TALL HEEL

PID(s)
34.471.0020
NO DELINQUENT TAXES
TRANSFER ENTERED
EXEMPT: N/A
User: ES



A692819

Office of the County Recorder
Mower County, Minnesota

I HEREBY CERTIFY THE WITHIN INSTRUMENT WAS
FILED, AND/OR RECORDED ON 3/3/2026 2:23 PM

PACKAGE: 113239

REC FEE \$46.00

State Deed Tax: \$1.65

Sara Madison, Mower County Recorder

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Individual(s) to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.3.2 (2018)

eCRV number: NA

DEED TAX DUE: \$ 1.85

DATE: FEBRUARY 27, 2026
(month/day/year)

FOR VALUABLE CONSIDERATION, WADE KOLANDER, A SINGLE PERSON

(insert name and marital status of each Grantor)

_____ ("Grantor"),

hereby conveys and quitclaims to BIGELOW & LENNON CONSTRUCTION, LLC

(insert name of Grantee)

a LIMITED LIABILITY COMPANY under the laws of State of Minnesota ("Grantee"),

real property in Mower County, Minnesota, legally described as follows:

LOT 2, BLOCK 1, NATURE RIDGE FOURTH, IN OUTLOT D, NATURE RIDGE AND NE 1/4 SE 1/4 SECTION 35, TOWNSHIP 103 NORTH, RANGE 18 WEST, AUSTIN, MOWER COUNTY, MINNESOTA.

THE TOTAL CONSIDERATION FOR THIS TRANSFER IS \$3,000.00 OR LESS.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

1-1
190580

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Waide Kolander
 (signature) WAIDE KOLANDER

(signature)

(signature)

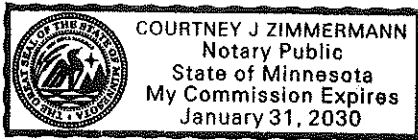
(signature)

State of Minnesota, County of Olmsted

This instrument was acknowledged before me on MARCH 2, 2026, by WAIDE KOLANDER, A SINGLE PERSON
(month/day/year)

(insert name and marital status of each Grantor)

(Stamp)



Courtney Zimmermann
 (signature of notarial officer)
 Title (and Rank): Courtney Zimmermann
 My commission expires: JAN 31, 2030
 (month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

OHLY LAW OFFICE
 1850 NORTH BROADWAY
 ROCHESTER, MN 55906
 (507) 289-4529
 DOCS@OHLYLAW.COM
 FILE 190580

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

Bigelow & Lennon Construction, LLC
 211 First Street, SW
 Byron, MN 55920

BUILDING AND USE RESTRICTIONS

Nature Ridge Properties of Austin, Co.

NATURE RIDGE PROPERTIES OF AUSTIN, CO., a Minnesota corporation, the owners of Lot 2, Block 1, Nature Ridge Third in Outlot D & Outlot E, Nature Ridge and NE1/4 SE1/4 Section 35-T103N-R18W, Austin, Mower County, Minnesota, hereby establishes Building and Use Restrictions relative to said Lot(s). The property shall be subject to residential uses only.

Any residence constructed or to be constructed on the premises must be completed within six (6) months of commencement of the construction and shall have at least fourteen hundred (1,400) square feet on one level if it is a ranch-type residence, and at least eighteen hundred (1,800) square feet finished if it is a two-story residence.

There shall be no asphalt driveways and all driveways and sidewalks shall be cement.

There shall be a minimum two-car garage as a part of any residence or attached thereto.

There shall be a minimum set-back of twenty-five (25) feet from the front sidewalk.

No campers or other vehicles are to be kept on the street or in a driveway for more than 48 hours at one time.

There shall not be constructed on the Lot any geodesic-type home or any log home. There shall be no hardboard or Masonite siding except that cedar siding or other such wood siding is acceptable.

There shall be no prefabricated homes building on said Lot, whether compartmentalized or otherwise, and any residence constructed shall be constructed on the site.

THESE RESTRICTIONS SHALL RUN WITH AND ADHERE TO THE LAND.

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, Bigelow & Lennon Construction is the owner of certain property within the City of Austin legally described as follows:

Lot 2, Block 1, Nature Ridge 4th Addition, City of Austin, County of Mower

WHEREAS, Bigelow & Lennon Construction has made an application to the City of Austin for the abatement of taxes as to the above-described parcel; and

WHEREAS, Bigelow & Lennon Construction 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 6th day of April, 2026.

Yeas

Nays

ATTEST:

APPROVED:

City Clerk

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: April 6th, 2026
Subject: Bids – 2026 Bituminous Street Reconstruction

The City of Austin received bids for asphalt street reconstruction on March 31, 2026. Work will consist of pavement removal, sanitary sewer and storm sewer improvements, asphalt paving, and sidewalk replacement.

Streets included in this bid are:

- CP 25104 – 8th Street SE
- CP 26101 – 7th Ave SW, 8th Ave SW, & 26th St SW M&O
- CP 26102 – 9th Avenue NW
- CP 26103 – 5th St & 7th St NW

The bids are summarized below:

Contractor	Bid Amount
Ulland Brothers, Inc.	\$ 2,521,178.65
ICON, LLC	\$ 2,777,670.25
Engineer's Estimate	\$ 2,817,877.25

The projects will be funded using Local Funds 49, 61 & 67. We would recommend awarding the project to Ulland Bros., Inc. If you have any questions, please contact me.

Fund 49 – Capital Improvement Fund	\$1,920,211.05
Fund 61 – WWTP Fund	\$203,206.60
Fund 67 – Stormwater Utility Fund	\$397,761.00



MEMORANDUM

To: The Honorable Steve King
City of Austin City Council Members

cc: Craig Clark, City Administrator
Trish Wiechmann, Human Resources Director

From: Ethan T. Rundquist, Compensation and HR Analyst

Date: April 1, 2026

Re: 2026, 2027 and 2028 Base Pay Structure (BPS) Approval

Background and Process

The implementation of the Job Classification and Compensation Study completed by Flaherty & Hood P.A. for the City of Austin in 2019 and corresponding Compensation Plan approved by the City Council in 2020, included recommendations to: (1) conduct additional market survey to determine the market pay rate for positions; (2) ensure pay rates are internally equitable; and (3) make appropriate adjustments to base pay and/or the base pay structure (BPS). As a result, Flaherty and Hood, P.A. conducted a compensation update and internal review for the City to review, analyze, and recommend any adjustment to the City's BPS and job classifications within the BPS.

The City has reached agreements with four of eight bargaining units for the 2026 through 2028 period. As part of those agreements, the BPS has been maintained with certain adjustments. The City is requesting approval of the 2026 through 2028 BPS to apply comparable adjustments to non-bargaining unit employees.

The City's goal is to maintain internal equity by applying comparable general wage adjustments across bargaining and non-bargaining groups and to maintain market-competitive wages. The City will continue negotiations with the remaining bargaining units, and will use the approved 2026 through 2028 BPS as a continued foundation for the City's ongoing negotiations.

Requested Course of Action

At the April 6, 2026 meeting, the City Council will be considering for approval the attached Resolution Approving 2026, 2027, and 2028 Base Pay Structures.

A summary of the items that would result if the Council approved the resolution are as follows, which arise from recommendation from Flaherty and Hood, P.A.'s update and review:

1. Base Pay Structure

- A. Maintain 36 pay grades and 7 steps per grade
- B. The starting step of the BPS increases from 70% to 75% of the max step
- C. Step differentials begin at 5.56% and gradually descend to 4.35% between each step increase

- D. 2026 BPS: 3.75% increase
- E. 2027 BPS: 3.75% increase
- F. 2028 BPS: 3.00% increase
- G. Apply to non-union and when each union agrees to be subject to it

2. Grade adjustments following the analysis of the study recommendation:

- A. Increase the pay grades by one for positions more than 7% below market and were reevaluated based on the Flaherty & Hood Job Evaluation System factors, which resulted in increased job evaluation points, and, a corresponding grade increase in the BPS. The positions impacted are: City Administrator, City Clerk, Human Resources Director, and Information Services Manager.
- B. These employees that move a grade will initially be placed at a step in their new pay grade for their job classification in the 2026 BPS that is the step that is closest to but not less than the wage they would have been at in the 2026 BPS in their old grade.

3. Step increases

- A. Employees move one step in the pay grade for their job classification, effective on the employee's anniversary date or as otherwise prescribed in a letter of hire, labor agreement or determined by the City Administrator for all employees not at top step.

The proposed wage increases and pay grade adjustments are fully incorporated into the approved 2026 budget. All incumbent employees will remain at their current step placement within the new BPS.

Please contact Flaherty & Hood, P.A. with any questions you may have prior to the meeting.

RESOLUTION NO.

RESOLUTION APPROVING THE CITY OF AUSTIN 2026, 2027 AND 2028
BASE PAY STRUCTURE (BPS)

WHEREAS, the City of Austin through Resolution #16015, dated March 2, 2020, approved the implementation of the City's classification and compensation study, also known as the Base Pay Structure (BPS); and

WHEREAS, the current BPS, establishes wages rates for the City's identified Position Classifications, through December 31, 2025; and

WHEREAS, the City of Austin City Council must approve base pay and other components of base pay for City of Austin employees, for calendar years in which it has not taken formal action; and

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

The City Council approves the following:

1. City of Austin's Base Pay Structures, which are attached hereto and incorporated herein by reference in their entirety, for:
 - A. January 1, 2026 through December 31, 2026 (2026 BPS)
 - B. January 1, 2027 through December 31, 2027 (2027 BPS)
 - C. January 1, 2028 through December 31, 2028 (2028 BPS)
2. City of Austin employees in the following positions will be subject to the 2026 BPS, 2027 BPS, and 2028 BPS:
 - A. All positions in an appropriate unit represented by an exclusive representative who have executed an agreement agreeing to be subject to the 2026 BPS, 2027 BPS, and 2028 BPS.
 - B. All regular positions not represented by an exclusive representative.
3. City of Austin employees employed in the same job classification on January 1, 2026 as December 31, 2025 whose job classification's Grade changed on January 1, 2026 will be paid base pay at a step in the 2026 BPS for their job classification that is the same step in the changed grade in the 2026 BPS that is closest to, but not less than, their base pay as of December 31, 2025.

Approved by the Austin City Council this 6th day of April 2026.

Yeas

Nays

ATTEST:

APPROVED:

City Clerk

Mayor


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



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

MEMORANDUM

TO: Honorable Mayor and Council

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

DATE: April 6, 2026

SUBJECT: Austin Bruins Lease Agreement for Use of Riverside Arena

At the March 16, 2026 City Council Work Session, staff presented Council with a draft 5-year Lease Agreement with the Austin Bruins for the use of Riverside Arena.

City staff has been working with representatives from the Austin Bruins for several months to develop a new Lease Agreement. The current Agreement is set to terminate on May 17, 2026.

I would like to again thank members of Austin City Council, the Mayor, City staff, and Austin Bruins ownership and representatives for participating in these meaningful and productive discussions, and for their efforts to help move this agreement forward.

Throughout these conversations, all parties have expressed a shared understanding that the Austin Bruins are a valuable asset to our community. The Bruins organization provides positive and fun recreation and entertainment experiences as well as support to many local businesses, restaurants and hotels.

The information below was also included in the City Council Work Session agenda for March 16, 2026. There have been no updates or revisions to the Lease Agreement since that time.

The following shows sections of the Lease Agreement that have been added, updated or revised. Please see below:

1. Lease term was increased from a 3-year lease to a 5-year lease as requested by the Bruins.

2. Section II.D. (new language):

LESSOR AND LESSEE agree to alternate responsibility for the cost of replacing the ice surface every three (3) years following the conclusion of the Austin Bruins season, or at such a time as determined by the City of Austin. The cost responsibility shall be allocated as follows:

2027:	City of Austin
2030:	Austin Bruins

3. Section III.B.2.

Friday home games:

After coordinating with other arena users, City granted the Bruins use of locker rooms one (1) hour earlier for Friday home games.

Saturday home games:

City also granted the Bruins use of locker rooms and ice at 4:00 pm for Saturday games, which is two (2) hours earlier than the previous Agreement.

4. The hourly rental rate for all ice times beyond the designated game blocks was increased by 5%. This adjustment aligns with recent ice rental rate increases implemented for all other arena users.

5. Section IV. (new language):

LESSOR agrees to provide a twenty-five percent (25%) lease reduction, and LESSEE commits to reinvesting not less than \$110,000 in capital improvements at Riverside Arena over the duration of the lease.

The established rate of \$145.00 per hour for the additional one (1) hour extension to each game block (increasing the block from four (4) hours to five (5) hours), the City hereby agrees to waive such additional hourly fee for the duration of the Lease term.

The additional hour equates to one (1) hour per game for twenty-eight (28) games, totaling \$4,060 per season, or \$580 per month.

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Below, please find monthly lease rates, which show the 25% discount as well as an annual fee increase of 5%:

Monthly Lease Rate, based on 7-month period					
Ice Hockey Season Sept. 1st - Mar. 31st	Rate Increase	Monthly Lease Rate	After 25% Rate Reduction	Yearly Season Total Lease Amount	Reduction Savings
2026-27 Season	5%	\$7,802.07	\$5,851.55	\$40,960.87	\$13,653.62
2027-28 Season	5%	\$8,192.17	\$6,144.13	\$43,008.92	\$14,336.31
2028-29 Season	5%	\$8,601.78	\$6,451.34	\$45,159.36	\$15,053.12
2029-30 Season	5%	\$9,031.87	\$6,773.90	\$47,417.33	\$15,805.78
2030-31 Season	5%	\$9,483.47	\$7,112.60	\$49,788.20	\$16,596.07
				226,334.67	-75,444.89

6. Section IV.G.
Fees for Bruins camps during the summer months will be set at a rate of \$116 per hour, rather than being “negotiated” as outlined in the previous Agreement.
7. Section IX. (new language):
LESSEE shall maintain Workers’ Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota.
8. Section X.B. (new language):
LESSEE shall provide public address announcements and video board messaging during games reminding fans to clean up after themselves prior to the conclusion of each game. The effectiveness of this process shall be routinely evaluated by LESSOR.
9. Section X.F. (new language):
LESSEE shall provide, at its sole cost and expense, a minimum of one (1) licensed security guard and four (4) additional uniformed security personnel for each Bruins home game. All required security personnel must be on site no later than one (1) hour prior to the scheduled game start time and shall remain on site until at least thirty (30) minutes following the conclusion of the game. In the event of a Bruins-sponsored post-game activity, including but not limited to a Bruins Public Skate, required security personnel shall remain on site for a minimum of thirty (30) minutes following the conclusion of such activity.
10. Section XIII. (new section):

This Lease Agreement may be terminated at any time by mutual written agreement of the LESSOR and LESSEE, upon not less than ninety (90) days prior written notice, and subject to such terms and conditions as may be agreed upon by both parties.

The following summarizes additional discussions that occurred throughout the process, many of which are not included in the proposed Agreement.

1. Several discussions were held regarding the types of arena improvements recommended by Bruins representatives as part of their \$110,000 reinvestment commitment. The Bruins provided multiple lists of potential arena improvements, ranging from smaller projects to larger capital improvements.

These improvement options will be reviewed outside the terms of the Agreement and are therefore not included within the Agreement itself. Staff will schedule a meeting with Bruins representatives shortly after the Agreement is executed to further discuss potential future arena improvements.

2. The Bruins have agreed to purchase all materials and cover the costs associated with installing new kick plates when the ice is removed in 2027.
3. There were initial discussions about potentially removing the ice at Riverside every summer to ensure the installation of fresh ice annually. This process would also provide an opportunity to update and replace logos each year.

After further discussions, both parties agreed that the ice will be removed every three (3) years.

4. There were discussions about foregoing a 25% rent reduction in exchange for the City hiring an additional staff member whose primary responsibility would be managing ice conditions and related maintenance needs.

After further discussions, both parties agreed not to move forward with this option.

5. Under the current Agreement, the Bruins pay rent for seven (7) months annually, and the City does not charge rent for the use of office space, locker rooms, or storage areas outside of those months.

Despite the Bruins' continued use of office and storage space during the additional five (5) months each year, the City is not proposing to charge additional rent for that period. Additionally, the City does not propose charging a fee for utilities during this five-month period.

6. Under the current Agreement, the Bruins pay the City \$1,000 annually for advertising rights.

While an annual fee of \$1,000 for advertising rights appears to be below industry standards, the City is not proposing to increase or add additional fees for advertising rights under the new Lease Agreement.

7. Under the current Agreement, the City does not charge the Bruins for trash removal services for trash generated from Bruins home games.

The City does not proposed charging trash removal fees under the new Agreement.

The City does not propose a separate fee for trash services under the new Agreement.

8. Under the current Agreement, the City does not charge the Bruins separately for utilities, including electricity, water, heat, and sewer service. It is the City's understanding that utility costs are included in the monthly rent paid by the Bruins.

The City does not propose a separate fee for utilities under the new Agreement.

Utility costs at Riverside Arena increased approximately 5.5% from 2022 to 2023 and an additional 7% from 2023 to 2024. These increases were considered when establishing the 5% annual rent increase reflected in the new Agreement.

9. Under the current Agreement, the City does not charge the Bruins for use of the concessions area and does not receive a percentage of concessions revenue generated during Bruins home games. The City does not propose implementing any concessions related fees under the new Agreement.

10. Although not specified in the current Agreement, the City employs six (6) seasonal employees for each Bruins home game, including post-game events such as Public Skate. The estimated annual cost for these wages exceeds \$11,000. City staff responsibilities include:

- Performing maintenance and custodial duties before and during games
- Resurfacing the ice between periods
- Cleaning the arena following each game

Initial discussions considered sharing custodial responsibilities between the City and the Bruins. Ultimately, both parties agreed that the City would continue providing custodial staff, while the Bruins would handle public announcements during games, as previously noted.

Attachments:

1. Austin Bruins Lease Agreement 2026-2031

Staff Recommendations:

Staff recommends Council approve and execute the 2026 – 2031 Austin Bruins Lease Agreement for the use of Riverside Arena. The Agreement would be effective June 1, 2026.

Please let me know if you have any questions.

Austin Bruins Lease Agreement
Austin Riverside Arena

This agreement made and entered into this 1st day of June, 2026, between the City of Austin, Minnesota, a municipal corporation under the laws of Minnesota, herein called LESSOR, and Austin MN Junior Hockey LLC, herein called LESSEE:

RECITALS

WHEREAS, the LESSEE desires to have a NAHL junior hockey team rent space in the City of Austin; and

WHEREAS, the LESSOR is willing to rent space and ice-time to the LESSEE to be used by the NAHL junior hockey team owned by the LESSEE;

WITNESSETH: The LESSOR and the LESSEE, in consideration of the rents, covenants, and agreements hereinafter specified, do agree as follows:

- I. The LESSOR grants and LESSEE accepts a lease for the use of the Riverside Arena, located in Austin, Minnesota, for hockey practices and games as scheduled, commencing September 1, 2026 and terminating May 23, 2031. Said contract may be extended for additional seasons as agreed upon by LESSOR and LESSEE.
- II. The LESSOR agrees to provide:
 - A. Building facilities, locker room and storage space area, appropriate ice conditions, utilities, maintenance service for all ice hockey practice sessions, games, seating area, other team functions and in addition necessary scoring equipment for all hockey games on game dates. See attached **Exhibit A** – space map designating leased areas and functions.
 - B. In case Riverside arena or any part thereof is destroyed or partially destroyed by fire or other casualty not arising from the fault or negligence of Lessor, Lessee or those employed by either, Lessor shall repair the damage within a reasonable period of time, due allowance being made for delays beyond control of Lessor, and rent shall abate proportionately to the extent that the premises are not tenantable, but in the event the damage shall be so extensive that building and/or premises cannot be substantially restored within ninety (90) days, either Lessor or Lessee shall have the option to terminate this Lease upon thirty (30) days' written notice to the other from date of damage, whereupon this Lease shall terminate and Lessee shall pay rent up to date of damage, and thereafter both Lessor and Lessee shall be free and discharged of all further obligations hereunder.

LESSEE shall have exclusive rights to dasher board advertising in the main area of Riverside Arena. All advertising content must be approved by

LESSOR. LESSEE agrees to pay \$1,000 to LESSOR for the rights to sell advertising within the arena but must put in the Austin High School and City of Austin logos at no cost to them. Proceeds and costs from dasher board advertising belong to LESSEE exclusively.

- D. LESSOR AND LESSEE agree to alternate responsibility for the cost of replacing the ice surface every three (3) years following the conclusion of the Austin Bruins season, or at such a time as determined by the City of Austin. The cost responsibility shall be allocated as follows:

2027: City of Austin

2030: Austin Bruins

- E. During LESSEE events, food concession rights and revenues are the property of LESSEE and LESSEE is solely obligated for all risks and costs associated therewith. At all other times, food concession rights and revenues shall remain the property of LESSOR, and its authorized concessionaires. LESSEE shall ensure that all concession areas, equipment and the tools are left in the same condition at "opening" when concession areas are closed after LESSEE's events, normal wear and tear excepted. Basic trash receptacles and dumpsters are provided by LESSOR, however, any additional charges, fees, or services resulting from LESSEE's activities or events shall be LESSEE's sole responsibility.

- III. It is understood and agreed that all personnel required for the operation of LESSEE'S hockey team at the Riverside Arena including but not limited to the following positions shall be provided by LESSEE at its sole cost and expense.

A. Personnel:

1. Ticket Sellers
2. Ticket Takers
3. Ushers
4. Concessionaires
5. Public Address Announcer
6. Other electronic operators
7. Scoring and Scoreboard Operators
8. Security – sufficient to maintain order and provide adequate safety to all participants and patrons. Lessor may establish minimum security requirements.
9. Superficial Facility caretaking during and following events and activities
10. Game Officials
11. Team Doctor or Certified Trainer

- B. The parties acknowledge and agree that this lease covers a limited number of dates and times for use of Riverside Arena by the LESSEE. Riverside arena will also be used by Austin Public Schools, Austin Youth Hockey, Riverside

Figure Skate Club, City of Austin and other private rentals. Therefore, on or before the first day of August of each year during the term of this lease LESSEE shall submit to LESSOR the LESSEE schedule of dates and hours for scheduled games and practice sessions. If any of LESSEE'S scheduled dates and times conflict with those requested by the other users of Riverside Arena, the following priority schedule will be observed:

1. **NAHL practice –**

Monday – Friday; available times when scheduled in advance from 10:00 AM- 3:00 PM

- a. Morning ice-time may be provided on mutually agreed dates and times
- b. LESSEE shall pay \$145 per hour for such morning ice-time.

2. **NAHL games –**

Friday games: (game blocks 5 hours) - Game day ice will not be available to others after 5:30 PM.) Locker rooms shall be available for NAHL games beginning at 5:00 pm on Fridays.

- a. LESSEE shall pay \$145 per hour for any ice-time beyond the 5-hour block.

Saturday games: (game blocks 5 hours) – Game day ice will not be available to others after 4:00 PM. Locker rooms shall be available for NAHL games beginning at 4:00 pm on Saturdays.

- b. LESSEE shall pay \$145 per hour for any ice-time beyond the 5-hour block.

3. Public Skate – After regularly scheduled NAHL games LESSEE may allow a public skate period of up to but not to exceed 1 hour. This agreement covers up to but not to exceed 8 game dates. If allowed, LESSEE shall pay \$145 per hour for such public skate period or any other post-game event in excess of 8 dates. This does not apply to “Paint the Town Pink” which shall be subject to the five-hour block above.
4. NAHL games scheduled during the week will be considered; however, they should not conflict with any Austin High School games.
5. Austin High School games – Tuesday and Thursday morning/afternoons before 5:00 PM and Saturdays before 4:00 pm, hours to be determined.
6. Monday through Friday during the NAHL hockey season, normal Austin High School practice hours shall be 3:30 PM to 6:15 PM. On Friday Bruins game days, teams must be off the ice by 5:30 PM and vacate locker rooms at 5:00 PM. On Saturday Bruins game days, teams must be off the ice and vacate locker rooms by 4:00 PM.
7. Austin High School section game dates and hours are to be determined.
8. Riverside Figure Skating Club – Sunday Noon- 5 PM & Monday 6:30 PM to 9 PM, show dates in March TBD.
9. Austin Youth Hockey – all other available hours and tournament schedules to be considered.

IV. LESSOR agrees to provide a twenty-five percent (25%) lease reduction, and LESSEE commits to reinvesting not less than \$110,000 in capital improvements at Riverside Arena over the duration of the lease.

The established rate of \$145.00 per hour for the additional one (1) hour extension to each game block (increasing the block from four (4) hours to five (5) hours), the City hereby agrees to waive such additional hourly fee for the duration of the Lease term. The additional hour equates to one (1) hour per game for twenty-eight (28) games, totaling \$4,060 per season, or \$580 per month.

For the 2026-2027 season, LESSEE shall pay LESSOR rent under this agreement on the first of each month beginning September 1, 2026, and terminating March 1, 2027, in the monthly amount of \$5,851.55.

For the 2027-2028 season, LESSEE shall pay LESSOR rent under this agreement on the first of each month beginning September 1, 2027, and terminating March 1, 2028, in the monthly amount of \$6,144.13.

For the 2028-2029 season, LESSEE shall pay LESSOR rent under this agreement on the first of each month beginning September 1, 2028, and terminating March 1, 2029, in the monthly amount of \$6,451.34.

For the 2029-2030 season, LESSEE shall pay LESSOR rent under this agreement on the first of each month beginning September 1, 2029, and terminating March 1, 2030, in the monthly amount of \$6,773.90.

For the 2030-2031 season, LESSEE shall pay LESSOR rent under this agreement on the first of each month beginning September 1, 2030, and terminating March 1, 2031, in the monthly amount of \$7,112.60.

Monthly Lease Rate, based on 7-month period					
Ice Hockey Season Sept. 1st - Mar. 31st	Rate Increase	Monthly Lease Rate	After 25% Rate Reduction	Yearly Season Total Lease Amount	Reduction Savings
2026-27 Season	5%	\$7,802.07	\$5,851.55	\$40,960.87	\$13,653.62
2027-28 Season	5%	\$8,192.17	\$6,144.13	\$43,008.92	\$14,336.31
2028-29 Season	5%	\$8,601.78	\$6,451.34	\$45,159.36	\$15,053.12
2029-30 Season	5%	\$9,031.87	\$6,773.90	\$47,417.33	\$15,805.78
2030-31 Season	5%	\$9,483.47	\$7,112.60	\$49,788.20	\$16,596.07
				226,334.67	-75,444.89

- A. Payments are due by the 10th of each month.
 - B. Game dates in excess of 28 will be billed at \$153.00 per hour, tax incl.
 - C. The first day of practice each year would be the day after Labor Day.
 - D. Practice hours in excess of 270 will be billed at \$116.00 per hour, tax incl., during the season from September to March.
 - E. April practice ice will be billed at \$116.00 per hour, tax incl.
 - F. April games blocks will be 4-hour blocks at \$116.00 per hour, tax incl.
 - G. If summer ice is available, cost for camps will be \$116.00 per hour.
- V. This agreement shall remain in full force and effect during its term.
- VI. LESSEE agrees to abide by all policies of the LESSOR and require all participants of their program to be properly insured.
- VII. LESSEE shall hold LESSOR harmless from and indemnify LESSOR against any and all liability, damage, loss and expense arising or resulting from the acts or omission of or caused by LESSEE or LESSEE'S employees, servants, agents, guests, assigns, subtenants, visitors or licensees in, upon or about the demised premises, the Arena or the adjacent areas, including all common areas or arising out of or related to the use and occupancy of the demised premises or the business or activity conducted with respect hereto, including injuries to person and LESSEE's property stored or used in the Arena. For the purposes of this provision, "LESSOR" includes the City of Austin, its officers, employees, agents, and representatives. Further "indemnify" includes holding harmless from and against all low, cost, expense, and liability whatsoever (including LESSOR's costs of defending against the foregoing, including attorney's fees, court fees, and any other cost of litigation) whether asserted by LESSEE or any third-party.
- VIII. LESSEE hereby agrees to furnish LESSOR with evidence of Public Liability Insurance in the form of a Certificate of Insurance to include an "additional insured endorsement premises leased to the named insured in favor of the LESSOR, with minimum coverage of \$500,000 per claimant and \$1,500,000 per occurrence.
- IX. It is agreed that the personnel used or supplied by LESSOR pursuant to this agreement shall be and remain employees or agents of LESSOR and under no circumstances are such personnel to be considered employees or agents of LESSEE. LESSEE shall maintain Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota.
- X. LESSEE shall not deface, injure, or damage, nor shall LESSEE make any changes or alterations in, on, or to Riverside Arena or its grounds, unless approved in writing by the City of Austin. LESSEE shall not have the use of, or access to any portion of LESSOR'S premises not specifically authorized. Any damage to the premises, interior or exterior, occurring as a result of LESSEE's use of the premises will be

repaired at the expense of LESSEE unless caused solely by the negligence of LESSOR.

- A. LESSEE shall be responsible for assisting with maintaining the general positive cleanliness, appearance and function of common areas, restrooms, and stands/bleachers during and following each event.
- B. LESSEE shall provide public address announcements and video board messaging during games reminding fans to clean up after themselves prior to the conclusion of each game. The effectiveness of this process shall be routinely evaluated by LESSOR.
- C. Unless specifically provided for in this Lease, LESSOR shall be responsible for general building maintenance, janitorial services, ice resurfacing, and routine operation and maintenance of the premises. LESSOR shall keep the foundations, exterior walls, roof and other items which may be considered structural in nature in good repair but shall not be otherwise obligated to repair or replace any parts of the premises. LESSOR shall furnish electricity, water, heat and sewer service at LESSOR's expense. All other utilities, including but not limited to telephone service and internet for LESSEE's use shall be LESSEE's responsibility.
- D. LESSEE shall not permit anything to be done on the premises or grounds that would constitute a nuisance. LESSEE shall, at its own expense, keep the portions of the premises over which they have exclusive use, including equipment, fixtures, and appliances located thereon in good repair and in good sanitary condition.
- E. LESSEE shall have no less than one adult supervisory person on duty for all activities conducted under this Agreement. LESSEE shall be responsible for the sound system and playing of all music before, during and after events.

LESSEE shall provide, at its sole cost and expense, a minimum of one (1) licensed security guard and four (4) additional uniformed security personnel for each Bruins home game. All required security personnel must be on site no later than one (1) hour prior to the scheduled game start time and shall remain on site until at least thirty (30) minutes following the conclusion of the game. In the event of a Bruins-sponsored post-game activity, including but not limited to a Bruins Public Skate, required security personnel shall remain on site for a minimum of thirty (30) minutes following the conclusion of such activity.

- XI. All exclusive contracts with the LESSOR including supplies, products, and advertising shall be honored by LESSEE.
- XII. Payments under this agreement are due by the tenth of each month in which they are invoiced.

XIII. With the LESSOR's consent, which shall not be unreasonably withheld, this lease shall be transferrable to new ownership of the AUSTIN BRUINS, LLC should a sale or change of ownership take place during the terms of this contract.

Either party may cancel the lease with 180 days' written notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 1st day of June, 2026.

LESSOR: City of Austin

LESSEE: Austin Bruins

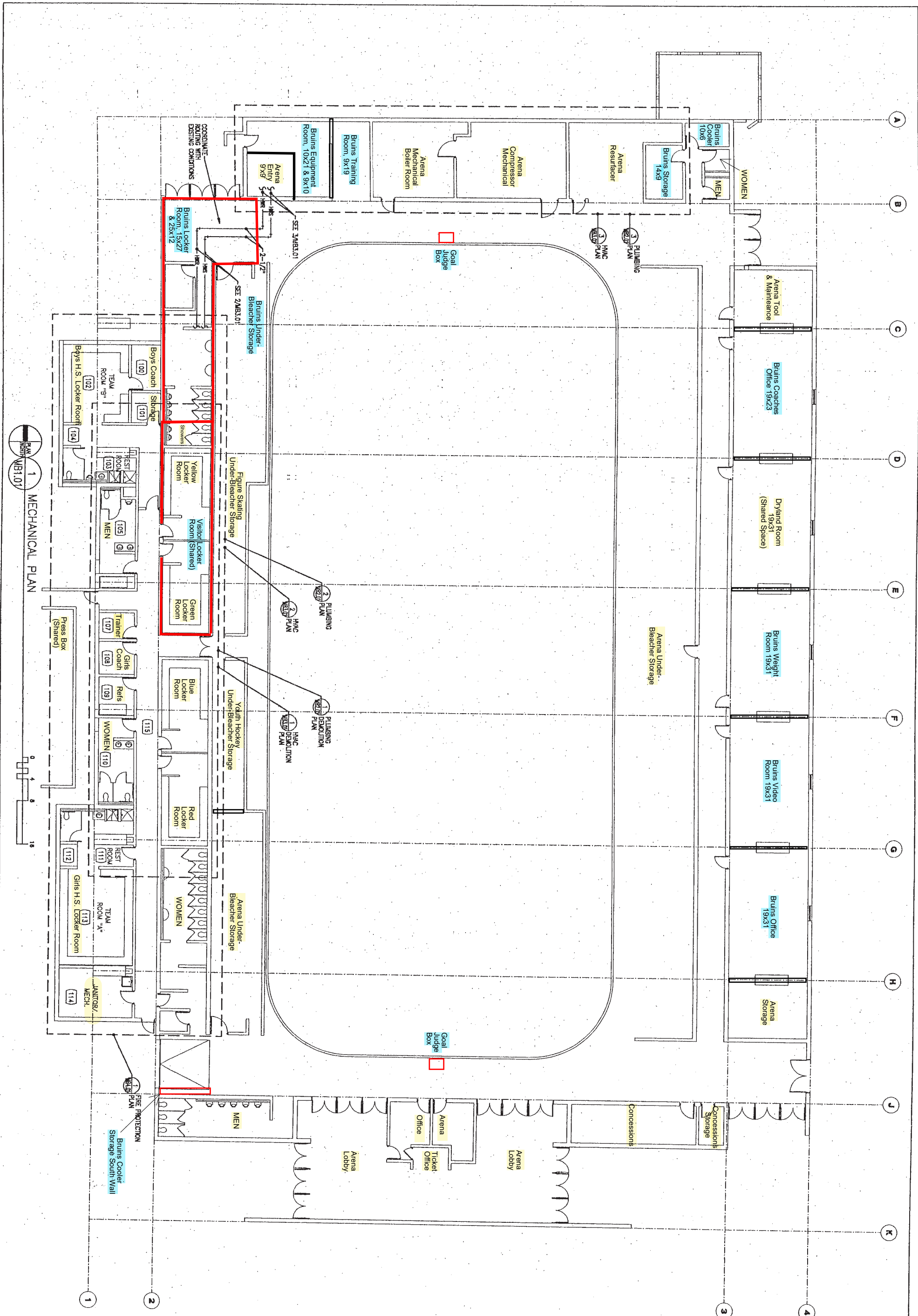
CITY MAYOR

NAHL LEAGUE TEAM REP

CITY ADMINISTRATOR

LESSEE: Brian Raduenz

AUSTIN BRUINS OWNER



AUSTIN, MINNESOTA
ARENA CONSTRUCTION AND RENOVATION
 RIVERSIDE ARENA TEAM ROOM ADDITION MECHANICAL PLAN

Bonestroo
Rosene
Anderlik & Associates
 Engineers & Architects

St. Paul Offices
 2335 WEST HIGHWAY 36
 ST. PAUL, MN 55113
 Phone: 651-636-4600
 Fax: 651-636-1311

NRA Nelson-Rudle & Associates, Inc.
 Structural - Mechanical - Electrical
 Consulting Engineers
 2635 University Ave. West Suite 180
 St. Paul, MN 55114
 Tel: (651)844-2400 Fax: (651)847-4120

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 PRINT NAME: SCOTT F. RUDLE
 SIGNATURE: *[Signature]*
 DATE: 3/6/2002
 PROJ. NO.: 01128

MB1.01

RESOLUTION NO.

**APPROVING A LEASE AGREEMENT WITH AUSTIN, MN
JUNIOR HOCKEY, LLC**

WHEREAS, the City of Austin has a lease contract with Austin MN Junior Hockey, LLC (Austin Bruins) for use of Riverside Arena; and

WHEREAS, the Lessee requests a new lease running through the 2031 playing season.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Austin consents to the lease attached as Exhibit A and authorizes the Mayor and City Administrator to sign said lease.

Passed by a vote of yeas and nays this 6th day of April, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

**RESOLUTION NO.
BUDGET ADJUSTMENT #2
RESOLUTION AMENDING THE 2026 OPERATING BUDGET
OF FUND 11 - GENERAL FUND AND FUND 48 – BUILDING FUND**

WHEREAS, the City Council of the City of Austin adopted Resolution No. 17300 on December 17, 2025 approving the 2026 operating budgets for the various city operations; and

WHEREAS, the following items have been approved by Council for funding and require amendments to the 2026 budget:

General Fund (11000):

Riverside Arena:

- Electrical Receptacles, **\$1,675.00** from Contingency (Approved January 5, 2026)

Building Fund (48000):

Pickleball Courts:

- Ulland Brothers, Inc base bid with 8 courts, west sidewalk, and vinyl-coated fencing, **\$30,000.00** from Building Fund (Approved March 16, 2026)

And;

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

NOW THEREFORE, BE IT RESOLVED that the Finance Director shall record these authorized budget amendments upon the City's 2026 financial records.

Passed by a vote of yeas and nays this 6th day of April, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: March 30, 2026
Subject: 2026 Sanitary Sewer CIPP Lining Project, Design Services

We have identified in our CIP a sanitary sewer lining project for 2026 in the amount of \$925,000. We have identified lining the trunk sewers located in the Southwest (12th Street SW, 4th Avenue SW, and 9th Street SW). Attached for your consideration is a proposal from WHKS to develop plans and specifications for bid, with an hourly rate not to exceed \$38,300. Their design services will include, among other things, the following;

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

Project Location:

- 9th Street SW, Oakland Ave to 4th Ave
- 4th Avenue SW, 9th St to 12th St
- 12th Street SW, 4th Ave to 11th Ave

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





PROFESSIONAL SERVICES AGREEMENT

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

WHEREAS, the Client has a need for certain professional services relating to the project described as **2026 Sanitary Sewer Lining**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project, NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

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

Basis of Compensation

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


Items 1-2 - Billed Hourly with an Estimated Fee of \$38,300. Expenses billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent.

Executed this _____ day of _____

City of Austin, Minnesota

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

WHKS & CO.

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

By: _____
Printed Name: Criag Clark
Title: City Administrator



Exhibit A to Professional Services Agreement

A. Project Description:

The project is an upgrade to the collection system of the existing City of Austin infrastructure. The project consists of improvements to sanitary pipes in areas identified in the City's capital improvement plan and I/I Implementation Study. The anticipated construction budget is \$925,000.

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

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

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

2. Preliminary and Final Design

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

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

3. Construction Administration

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, review of shop drawings, and prepare change orders when required.

C. Special Engineering Services:

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

Special Engineering Services include:

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

RESOLUTION NO.

**A RESOLUTION APPROVING PROFESSIONAL ENGINEERING SERVICES FOR
THE 2026 SANITARY SEWER LINING PROJECT**

WHEREAS, the City of Austin has identified a 2026 sanitary sewer lining project in the Capital Improvement Plan (CIP) in the amount of \$925,000; and

WHEREAS, the project includes lining trunk sewers located in the southwest area of the city, including 12th Street SW, 4th Avenue SW, and 9th Street SW; and

WHEREAS, WHKS has submitted a proposal to provide design and bidding services for the project at an hourly rate not to exceed \$38,300.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, MINNESOTA to approve the proposal agreement from WHKS for professional engineering services for the 2026 Sanitary Sewer Lining Project, in an amount not to exceed \$38,300.

Passed by a vote of yeas and nays this 6th day of April, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: March 31, 2026
Subject: Airport Entitlement Funding

The City of Austin receives an annual allocation of \$150,000 from the Federal Aviation Administration (FAA) for eligible projects at the Austin Municipal Airport. As part of the funding plan for the T-Hangar construction project, several entitlement fund transfers were made to the City with the understanding that the funds would be returned at a later date.

Attached is a reimbursement request to the Wadena Municipal Airport in the amount of \$150,000. We respectfully request authorization to execute the necessary transfer documents.

Please let me know if you have any questions or need additional information.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor:

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): ()

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Total		

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements: ()

Name of Receiving Airport's Sponsor:

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title:

Date:

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE REIMBURSEMENT OF FEDERAL AVIATION
ADMINISTRATION ENTITLEMENT FUNDS**

WHEREAS, the City of Austin receives an annual allocation of \$150,000 from the Federal Aviation Administration (FAA) for eligible projects at the Austin Municipal Airport; and

WHEREAS, to facilitate the T-Hangar construction project, the City of Austin engaged in several entitlement fund transfers, understanding that these funds would be reimbursed in the future; and

WHEREAS, the City has received \$150,000 from the Wadena Municipal Airport for previously transferred entitlement funds.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin authorizes the execution of necessary documents to complete the reimbursement of entitlement funds to the City of Wadena.

Passed by a vote of yeas and nays this 6th day of April, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: March 19th, 2026
Subject: Airport Entitlement Funding

The City of Austin receives an annual allocation of \$150,000 from the Federal Aviation Administration (FAA) for eligible projects at the Austin Municipal Airport. At this time, we have an available balance but no designated project to utilize these funds.

Because this funding is subject to a “use-it-or-lose-it” timeline, we have the option to transfer the funds to another community with an immediate need. In exploring this option, we have identified the Glencoe Municipal Airport as a potential partner.

Under the proposed arrangement, the City of Austin would transfer some of the available funds to Glencoe, with the understanding that Glencoe would reimburse the City in 2027. This approach would provide us with increased flexibility in managing our future funding allocations.

I am requesting authorization to execute the necessary transfer documents. If you have any questions or need additional information, please feel free to contact me.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor:

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): ()

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Total		

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements: ()

Name of Receiving Airport's Sponsor:

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title:

Date:

FEDERAL AIRPORT FUNDING REPAYMENT AGREEMENT

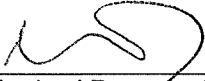
In Federal FY 2026, the City of Austin agrees to transfer \$75,000 in FAA entitlement funds to the City of Glencoe for use at the Glencoe Municipal Airport for the construction of their taxi lane project. In Federal FY 2027, the City of Glencoe agrees to transfer \$75,000 of FAA entitlement funds back to the City of Austin in repayment.

Signature of each airport sponsor certifies agreement to transfer entitlement funds. The parties to this Agreement understand that repayment of transferred funds is not required by FAA.

The parties to this Agreement understand that the receiving airport shall not be obligated to repay or assign more than the original transferred amount. Interest shall not be applied. The parties understand that the City of Glencoe must repay the \$75,000 prior to utilizing any federal funds for repairs or improvements to its facilities in 2027 unless the City of Austin waives the provision.

Original Receiving Airport:

Original Donor Airport:



Authorized Representative/Title

Authorized Representative/Title

MARK LEMMEN

Print or Type Name/Title

Print or Type Name/Title

City of Glencoe, MN (Glencoe Municipal Airport)
Receiving Airport Sponsor

City of Austin, MN (Austin Municipal Airport)
Donor Airport Sponsor

3/16/26
Date

Date

RESOLUTION NO.

AUTHORIZING AN AIRPORT FUND TRANSFER AGREEMENT

WHEREAS, the City of Austin receives an annual funding allocation from the Federal Aviation Administration (FAA) for projects at the Austin Municipal Airport; and

WHEREAS, said funds have a time period in which they must be used; and

WHEREAS, said funds can be transferred to a City in need, and the City of Glencoe has been identified as needing funding; and

WHEREAS, the City of Austin has available funding in the amount of \$150,000 in FY 2026; and

WHEREAS, the City of Glencoe would return the funding in FY 2027.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Austin, Minnesota authorizes the transfer of entitlements to the City of Glencoe.

Passed by a vote of yeas and nays this 6th day of April, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: March 20, 2026
Subject: WWTP Expansion & Phosphorus Reduction Project
Change Order 011

As the project progresses, changes to the overall scope and construction plans occasionally arise. Many of these changes can be addressed without issue; however, some result in adjustments to the project cost. These cost changes may represent either project savings or additional expenses.

To maintain project progress, these cost adjustments are documented through a Work Change Directive (WCD). Each WCD is first reviewed by SEH as part of their construction inspection and contract administration responsibilities. It then undergoes a joint review by Hormel and City staff for final staff-level approval. While this description simplifies the process, each WCD typically involves substantial coordination, communication, and problem-solving before approval is reached.

Approved WCDs are compiled into a draft Change Order on a quarterly basis. These Change Orders are then presented to the City Council for official approval. Once approved, the overall project budget is updated and the items become eligible for payment.

Attached for your review is a summary of Change Order 011.

- WCD 111, (\$ 3.00) Admin Adjustment, \$15,986 to \$15,983
- WCD 112, \$ 12,148 Str 01, Lab Hood Fan & Duct Addition
- WCD 113, \$ Pending
- WCD 114, \$ 15,432 Str 60, Waterline & Site Pipe W3 Mods
- WCD 115, \$ 14,642 Str 52, Walkway Stair Mods
- WCD 116, \$ 3,797 Str 31, Water Heater Breaker Mods
- WCD 117, \$ 4,461 Str 88_90, Sampler & Scrubber Mods
- WCD 118, \$ 63,774 Computer Allowance Overage
- WCD 119, \$ 2,951 Str 31, HVAC Exhaust Damper Addition
- WCD 120, \$ 3,390 Str 30, ALP Condensate Drain Addition

I would request approval of Change Order 011 in the amount of \$120,592, which includes 8 WCD's and 1 WCD adjustment valuing a \$62,943 cost increase to the Domestic budget and a \$57,649 cost increase to the Industrial budget.

	Work Change Directive (WCD)	100% Domestic	Combined		100% Industrial
			54.2% Domestic	45.8% Industrial	
Change Order #11 (DRAFT)	WCD-111		\$ (1.63)	\$ (1.37)	
	WCD-112		\$ 6,584.22	\$ 5,563.78	
	WCD-113				
	WCD-114		\$ 8,364.14	\$ 7,067.86	
	WCD-115		\$ 7,935.96	\$ 6,706.04	
	WCD-116		\$ 2,057.97	\$ 1,739.03	
	WCD-117				\$ 4,461.00
	WCD-118		\$ 34,565.51	\$ 29,208.49	
	WCD-119		\$ 1,599.44	\$ 1,351.56	
	WCD-120		\$ 1,837.38	\$ 1,552.62	
	SubTotal		\$ 62,943.00	\$ 57,649.00	

WWTP Expansion and Phosphorus Reduction Project		Domestic	Industrial	Total
Original Construction 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 (5)	SubTotal	\$ 51,930.88	\$ 27,773.12	\$ 79,704.00
Change Order #9 (7)	SubTotal	\$ 80,712.32	\$ 68,203.40	\$ 148,915.72
Change Order #10 (6) less WCD 107	SubTotal	\$ 14,305.79	\$ 84,629.21	\$ 98,935.00
Change Order #11 (DRAFT)	SubTotal	\$ 62,943.00	\$ 57,649.00	\$ 120,592.00
Total WCD's		\$ 1,828,831.29	\$ 1,893,372.43	\$ 3,722,203.72
Construction Amount		\$ 49,347,805.29	\$ 54,382,398.43	\$ 103,730,203.72
Cost Increase		3.85%	3.61%	3.72%

Construction Engineering Services			
SEH Construction Admin	\$ 5,190,000.00		\$ 5,190,000.00
AET Materials Testing	\$ 127,958.00	\$ 141,342.00	\$ 269,300.00
WCD 107, Rice Lake Construction Group, Construction Admin Credit, 1-yr Extension	\$ (448,000.00)		\$ (448,000.00)
Construction Admin Admendment No. 1, 1-year Extension	\$ 799,408.00		\$ 799,408.00
SEH Waiver Release, Construction Admin Credit, 1-yr Extension	\$ (176,000.00)		\$ (176,000.00)
Construction Admin Admendment No. 1, Addition Services	\$ 240,592.00		\$ 240,592.00
Engineering Services SubTotal	\$ 5,733,958.00	\$ 141,342.00	\$ 5,875,300.00
Total Project Amount	\$ 55,081,764.92	\$ 54,523,741.80	\$ 109,605,506.72
AET Material Testing to be reconciled at project's end.			

Change Order

No. 11

Date of Issuance: _____

<u>Project:</u> WWTF Expansion and Phosphorus Reduction Project	<u>Owner:</u> City of Austin	<u>Owner's Contract No.:</u> N/A
<u>Contract:</u> WWTF Expansion and Phosphorus Reduction Project	<u>Date of Contract:</u> August 1, 2022	
<u>Contractor:</u> Rice Lake Construction Group	<u>Engineer's Project No.:</u> 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	<p><u>WCD-111 Description:</u> Structure 60 HEX Recirculation Pump Motor Starter Addition – Furnish labor, materials, and equipment to install motor starter and associated electrical equipment for pump PMP-C7-401-3 (66-P-1) as detailed in RFP-069.</p> <p><u>Reason:</u> The Change Order 10 summary page incorrectly recorded the cost of this WCD as \$15,986.00. This change reduces that amount by \$3.00 to reflect the correct amount of the WCD as \$15,983.00 in the Contract Price.</p> <p><u>Price Change (Combined):</u> (\$3.00)</p> <p><u>Time Change:</u> 0 days</p>
2	C	<p><u>WCD-112 Description:</u> Structure 01 Mechanical Exhaust Fan and ductwork addition – Furnish and install materials and labor to connect a new ventilation system to the Owner provided lab hood, per attached COP-137.</p> <p><u>Reason:</u> The Owner requested to improve the exhaust air system for Office 216 which contains the lab’s ovens. The existing system is inadequate.</p> <p><u>Price Change (Combined):</u> \$12,148.00</p> <p><u>Time Change:</u> 0 days</p>

3	C	<p><u>WCD-114 Description:</u> Structure 60 and Site W3 Modifications – Furnish labor, materials, and equipment for the W3 water line installation modifications detailed in RFP-066 Rev 2. These changes include a new W3 service connection added to Structure 60 along with water line modifications inside the structure. The W3 service connection for Structure 10 was deleted from the project. The W3 service water loop modifications included decreased overall length and the addition of two yard hydrants.</p> <p><u>Reason:</u> These changes provide cost beneficial use of W3 plant recycled water for Structure 60 GBT belt washing, along with repositioning and addition of yard hydrants for improved plant maintenance.</p> <p><u>Price Change (Combined):</u> \$15,432.00</p> <p><u>Time Change:</u> 0 days</p>
4	C	<p><u>WCD-115 Description:</u> Structure 52 Walkway Stairs – Furnish labor and materials providing a stairway up to the Flood Pump wet well door from the UV equipment level, detailed in RFP-070.</p> <p><u>Reason:</u> A new walkway stair was added to Structure 52. The stair provides better access from the level of the UV equipment to an elevated platform even with the doorway to the Flood Pump wet well by not having to use a ladder.</p> <p><u>Price Change (Combined):</u> \$14,642.00</p> <p><u>Time Change:</u> 0 days</p>
5	C	<p><u>WCD-116 Description:</u> Structure 31 EWH Breaker Modification – Furnish labor, materials, and equipment to provide 40 Amp breakers, disconnects and wiring to electric water heaters, as detailed in COP-136.</p> <p><u>Reason:</u> The Contract Documents showed 20-Amp wiring, but the submitted product requires 40-Amp wiring. Contractor to provide (2) 40A/2P circuit breakers and changing wiring from 2#12, #12G to 2#8, #10G.</p> <p><u>Price Change (Combined):</u> \$3,797.00</p> <p><u>Time Change:</u> 0 days</p>
6	I	<p><u>WCD-117 Description:</u> Structures 88 90 Sampler and Scrubber Modifications – Furnish labor, materials, and equipment to add a sink to Structure 90, eliminate the installation of the sampler on Structure 88, remove the existing enclosure on Structure 88, and install the Odor Control Unit on a pad atop Structure 88 in lieu of a slab on grade, as detailed in RFP-063.</p> <p><u>Reason:</u> This change simplifies drain piping from the Odor Control Unit and reduces working around piping and equipment installed on the ground, which improves operation and maintenance of these facilities .</p> <p><u>Price Change (Industrial):</u> \$4,461.00</p> <p><u>Time Change:</u> 0 days</p>

7	C	<p><u>WCD-118 Description:</u> Computer Allowance Increase – Furnish hardware and software as planned with the change to Inductive Automation Ignition software (WCD-027 SCADA Programming Upgrade). This includes two-rack mounted servers, five SCADA client workstations, Ignition software, and support, as detailed in COP-139 Computer Allowance Overages.</p> <p><u>Reason:</u> The Contract includes a Computer Allowance of \$30,000 to purchase computers and associated systems. This WCD is for the additional hardware and software costs above the \$30,000 allowance. This new hardware and software running the SCADA system will provide a more stable operating environment, which will improve WWTF operation resiliency and reliability, and will reduce operating labor and costs.</p> <p><u>Price Change (Combined):</u> \$63,774.00</p> <p><u>Time Change:</u> 0 days</p>
8	C	<p><u>WCD-119 Description:</u> Structure 31 HVAC Exhaust Damper Addition – .</p> <p><u>Reason:</u> Furnish labor, materials, and equipment to install and re-test two (2) balancing dampers at two supply outlets in Electrical Room 3122, as described in COP 140.</p> <p><u>Price Change (Combined):</u> \$2,951.00</p> <p><u>Time Change:</u> 0 days</p>
9	C	<p><u>WCD-120 Description:</u> Structure 30 ALP Condensate Drain Addition – Furnish labor and equipment to weld two (2) Owner provided 2-inch Tri Clamp Weld Ferrule fittings to Structure 30 ALP piping and drill 2-inch holes in piping, as described in RFP-064.</p> <p><u>Reason:</u> Condensate has been accumulating in two low points of the ALP piping. This change is necessary to provide adequate drainage in the ALP piping to facilitate aeration of Zone 3 in the East and West Basins.</p> <p><u>Price Change (Combined):</u> \$3,390.00</p> <p><u>Time Change:</u> 0 days</p>

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

Attachments (list documents supporting change):

WCD-112
WCD-114
WCD-115
WCD-116
WCD-117
WCD-118
WCD-119
WCD-120

Contract Price Change – Domestic and Industrial Split

Work Change Directive (WCD)	100% Domestic	Combined		100% Industrial
		54.2% Domestic	45.8% Industrial	
WCD-111		\$(1.63)	\$(1.37)	
WCD 112		\$6,584.22	\$5,563.78	
WCD 114		\$8,364.14	\$7,067.86	
WCD 115		\$7,935.96	\$6,706.04	
WCD 116		\$2,057.97	\$1,739.03	
WCD 117				\$4,461.00
WCD 118		\$34,565.51	\$29,208.49	
WCD-119		\$1,599.44	\$1,351.56	
WCD-120		\$1,837.38	\$1,552.62	
Totals		\$62,943.00		\$57,649.00

Contract Status:

Original Contract Price	\$100,008,000.00
Previous Contract Price Revisions (Through Change Order: 10)	\$ 3,161,611.72
Current Contract Price	\$103,161,611.72
Price Change (this Change Order)	\$120,592.00
Revised Contract Price	\$103,282,203.72
Original Contract Times (days)	
Substantial Completion	1,120
Final Completion	1,370
Previous Contract Time Revisions (days)	
Substantial Completion	404
Final Completion	373
Current Contract Times (days)	
Substantial Completion	1,524
Final Completion	1,743
Time Changes (this Change Order, days)	
Substantial Completion	0
Final Completion	0
Revised Contract Times (days)	
Substantial Completion	1,524
Final Completion	1,743

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

RESOLUTION NO.

RESOLUTION APPROVING CHANGE ORDER NO. 11 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: (insert)

	Work Change Directive (WCD)	100% Domestic	Combined		100% Industrial
			54.2% Domestic	45.8% Industrial	
Change Order #11 (DRAFT)	WCD-111		\$ (1.63)	\$ (1.37)	
	WCD-112		\$ 6,584.22	\$ 5,563.78	
	WCD-113				
	WCD-114		\$ 8,364.14	\$ 7,067.86	
	WCD-115		\$ 7,935.96	\$ 6,706.04	
	WCD-116		\$ 2,057.97	\$ 1,739.03	
	WCD-117				\$ 4,461.00
	WCD-118		\$ 34,565.51	\$ 29,208.49	
	WCD-119		\$ 1,599.44	\$ 1,351.56	
	WCD-120		\$ 1,837.38	\$ 1,552.62	
	SubTotal		\$ 62,943.00	\$ 57,649.00	

WWTP Expansion and Phosphorus Reduction Project		Domestic	Industrial	Total
Original Construction 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 (5)	SubTotal	\$ 51,930.88	\$ 27,773.12	\$ 79,704.00
Change Order #9 (7)	SubTotal	\$ 80,712.32	\$ 68,203.40	\$ 148,915.72
Change Order #10 (6) less WCD 107	SubTotal	\$ 14,305.79	\$ 84,629.21	\$ 98,935.00
Change Order #11 (DRAFT)	SubTotal	\$ 62,943.00	\$ 57,649.00	\$ 120,592.00
Total WCD's		\$ 1,828,831.29	\$ 1,893,372.43	\$ 3,722,203.72
Construction Amount		\$ 49,347,805.29	\$ 54,382,398.43	\$ 103,730,203.72
Cost Increase		3.85%	3.61%	3.72%

Construction Engineering Services			
SEH Construction Admin	\$ 5,190,000.00		\$ 5,190,000.00
AET Materials Testing	\$ 127,958.00	\$ 141,342.00	\$ 269,300.00
WCD 107, Rice Lake Construction Group, Construction Admin Credit, 1-yr Extension	\$ (448,000.00)		\$ (448,000.00)
Construction Admin Admendment No. 1, 1-year Extension	\$ 799,408.00		\$ 799,408.00
SEH Waiver Release, Construction Admin Credit, 1-yr Extension	\$ (176,000.00)		\$ (176,000.00)
Construction Admin Admendment No. 1, Addition Services	\$ 240,592.00		\$ 240,592.00
Engineering Services SubTotal	\$ 5,733,958.00	\$ 141,342.00	\$ 5,875,300.00
Total Project Amount	\$ 55,081,764.92	\$ 54,523,741.80	\$ 109,605,506.72
AET Material Testing to be reconciled at project's end.			

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 11 to the wastewater treatment plant construction project.

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

Passed by a vote of yeas and nays this 6th day of April, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor