



500 Fourth Ave. NE
Austin, MN 55912-3773

www.ci.austin.mn.us

507-437-9940
Fax: 507-434-7197

AGENDA
PORT AUTHORITY
THURSDAY, DECEMBER 29, 2022
CITY HALL – COUNCIL CHAMBER
4:00 PM

1. Roll Call
2. Approval of Minutes of the October 5, 2022 Meeting
3. Approve of claims for payment September 23, 2022 – December 15, 2022 (Tom Dankert)
4. International Paper Lease
5. Drainage Plan for I-90 Business Park
6. Port Authority Approval of 10 Acre Plat in Creekside Business Park
7. Executive Director Report (Craig Clark)
8. Any Other Business
9. Adjourn

MINUTES
PORT AUTHORITY REGULAR MEETING
WEDNESDAY, OCTOBER 5, 2022
4:00 P.M.
CITY COUNCIL CHAMBERS

Members Present: Commissioners Jerry McCarthy, Michael Bednar, Jeff Austin, Tim Ruzek, and Lee Bjorndal.

Members Absent: Commissioners Jason Baskin and Chuck Moline.

Staff Present: Public Works Director Steven Lang, Port Authority Attorney Craig Byram, Port Authority Executive Director Craig Clark, and Port Authority Secretary Tom Dankert.

Others Present: Pat and Angela Harty, Elaine Hansen, Members of the Austin Chamber of Commerce, Tanya Medgaarden representing the DCA, Council Member Geoff Baker, Austin Utilities General Manager Mark Nibaur.

President McCarthy called the meeting to order at 4:00 p.m.

Item #2. – Approval of minutes of the June 27, 2022 regular meeting: Motion by Commissioner Ruzek, seconded by Commissioner Bednar to approve the minutes of the June 27, 2022 regular meeting. Carried 5-0.

Item #3. – Approve claims for payment April 1, 2022 to September 22, 2022: Mr. Dankert discussed the claims for payment, noting large checks to HPW, LLC for the construction loan, sprinkler loan, and easement purchases for the former Paradise Island and The Ville. Commissioner Ruzek questioned the \$600 bill for “O’Leary property damage”. Mr. Dankert clarified it is for drainage not damage.

Motion by Commissioner Bednar, seconded by Commissioner Bjorndal to approve the claims for payment as presented. Carried 5-0.

Item #4. – Harty Mechanical Offer for Land Purchase of a 10-acre Portion of 34.156.0110: Patrick and Angela Harty made a presentation on the history of their company and a request to purchase 10 acres of land in the Creekside Business Park from the Port Authority to relocate their business as they have outgrown their current facility. The Harty’s noted they have been in business since 1979 and in their current location since 2006. Additionally, they have a 3-year average of 90 employees with 20 of them living directly around Austin. The current facility is not large enough to do fabrication on site, which will be needed to stay competitive in this market. The Harty’s noted they would like to do Phase I with a 7,500 square foot office space and a 22,500 square foot fabrication space, totaling around \$3 million. Phase I will add 5 new positions. Phase II would add a 10,000 square foot cold storage building, with a potential Phase III adding additional fabrication space.

Commissioner Ruzek questioned if this location would be a long-term solution for the company. Mr. Harty noted easy access to I90 and Highway 218 are key to this location, as they looked at several locations around the community for this facility.

Commissioner Bjorndal questioned the job creation. Mr. Harty noted he would hire 5 new employees right away, and that instead of reducing land cost etc. through TIF or tax abatement he wanted to just do a straight up deal for the land. Commissioner Bjorndal clarified that there would be no TIF on this project. Mr. Harty stated he has not looked at TIF at this time.

Tanya Medgaarden noted as a member of the Executive Committee of the Development Corporation of Austin (DCA) that 80% of a community's growth comes from business within, and that the DCA is 100% in support of this project.

Geoff Baker noted he applauded Commissioner Austin's efforts to get this project to the table. Mr. Baker noted he is very interested in expanding contractor capacity in Austin. Nu-Tek was a good deal, but we should also be looking at this project independently as another new deal. Mr. Baker noted there is no TIF request, the job growth will probably be even higher than Harty's have predicted, and at the pay rates they have would be just as advantageous to Austin as Nu-Tek. There is also plenty of land in the Creekside Business Park, so if a few others also want 10 acres, then there is still plenty of room left over. Mr. Baker further noted that the current infrastructure cost is money long gone, and it is time to turn this land into productive space. Mr. Baker stated if others do want this same deal, then great, it shows Austin businesses are growing.

Elaine Hanson, the Executive Director of the Austin Chamber of Commerce noted that this is a great generational business and would encourage the Port Authority to move forward with this proposal.

Scott Fox of Fox Electric noted he will second what Geoff Baker stated, noting he expanded his restaurant space in downtown Austin at a cost of \$250,000, added 10 employees, and has seen his summer sales increase 35% because of his investment. Prefabrication in the business is now huge, and he is in total support of this project.

Commissioner Austin stated this business could go anywhere, but they want to stay in Austin. If we don't get them some land here in Austin and they leave, we will look like fools.

Public Works Director Steven Lang noted his department manages the City infrastructure, and questioned the need for the immediate ten acres or if the project could be phased in to allow for future road north of this property. Mr. Harty noted we could have the road conversation once a design plan is in place, but need to secure all of the land now for the project.

After further discussion, motion by Commissioner Austin, seconded by Commissioner Ruzek to close the meeting at 4:37 p.m. Carried 5-0.

See DVD of closed meeting.

Motion by Commissioner Austin, seconded by Commissioner Ruzek to open the meeting at 5:40 p.m. Carried 5-0.

Item #5. – HRA Port Appointed Member: President McCarthy stated he has been the Port Authority’s appointed person to the HRA Board for 10+ years now and thinks it is time for somebody else to take that over. Tim Ruzek volunteered for such.

Motion by Commissioner Austin, seconded by Commissioner Bjorndal to approve Tim Ruzek as the Port Authority’s representative on the HRA Board. Carried 5-0.

Item #6. – Executive Director Report: Mr. Clark noted we will need a meeting soon to approve a new lease with International Paper at the Walker Building. Mr. Clark is working on lease rates as we speak.

Mr. Clark noted the owner of the Shopko facility questioned if the Port Authority wanted to incentivize leases at the building. After discussion, it was decided to stay out of the retail market.

Item #7. – Any other business: None.

Item #8. Adjournment: With no further business, motion by Commissioner Austin, seconded by Commissioner Bjorndal to adjourn the meeting at 5:48 pm. Carried 5-0.

Approved: _____

President: _____

Secretary: _____

Claims for Payment

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

Council Check Summary

9/23/2022 - 12/15/2022

Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	D
77207	10/13/2022		100263 CRC INC												
		6.54	CENTRAL STATION SECURITY	00005066	127331	141528	46592	6309			Professional Services	OPM Non-eligible TIF cost	64000	115	
		6.54													
77509	11/10/2022		100263 CRC INC												
		6.54	CENTRAL STATION SECURITY	00005070	128157	0142146	46592	6309			Professional Services	OPM Non-eligible TIF cost	64000	115	
		6.54													
77749	12/8/2022		100263 CRC INC												
		6.54	CENTRAL STATION SECURITY		128429	0142768	46592	6309			Professional Services	OPM Non-eligible TIF cost	64000	115	
		6.54													
64000	Oak Park Mall - Port Authority				19.62										
77074	9/29/2022		100160 AUSTIN UTILITIES												
		6.73	19383-011 SIGNAL		127110	SEPTEMBER 2022	46510	6386			Utilities	Port Authority General	66000	115	
		6.73	Creekside electrical												
77081	9/29/2022		102509 CHARTER COMMUNICATIONS												
		39.99	WALKER BLDG	00109625	127035	0013045091722	46560	6321			Communications	Port Authority Walker Bui	66000	115	
		39.99													
77108	9/29/2022		110958 HPW LLC												
		12,530.22	DRAW #6F DOWNTOWN EASE BALANCE	00110258	127071	DRAW #6F	46520	6520			Buildings	Port Authority Downtown R	66000	115	
		12,530.22													
77187	10/13/2022		100760 AUSTIN, JEFFREY												
		35.00	OCTOBER 2022 PORT AUTH MEET		127406	OCTOBER 2022	46510	6306			Personnel Services	Port Authority General	66000	115	
		35.00													
77195	10/13/2022		100994 BEDNAR, MICHAELL												
		35.00	OCTOBER 2022 PORT AUTH MEET		127413	OCTOBER 2022	46510	6306			Personnel Services	Port Authority General	66000	115	
		35.00													
77197	10/13/2022		104907 BJORN DAL, LEE												
		35.00	OCTOBER 2022 PORT AUTH MEET		127414	OCTOBER 2022	46510	6306			Personnel Services	Port Authority General	66000	115	
		35.00													
77198	10/13/2022		100220 BOLTON & MENK INC												
		3,765.00	HYDROLOGY MODELING/GRADING		127281	297994	46510	6309			Professional Services	Port Authority General	66000	115	
		3,765.00													
77207	10/13/2022		100263 CRC INC												
		6.54	CENTRAL STATION SECURITY	00005066	127331	141528	46560	6402			Repair and Maint. - Structur	Port Authority Walker Bui	66000	115	
		6.54													
77253	10/13/2022		100763 MCCARTHY, JERRY												
		35.00	OCTOBER 2022 PORT AUTH MEET		127421	OCTOBER 2022	46510	6306			Personnel Services	Port Authority General	66000	115	

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2

Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	D
		35.00													
77286	10/13/2022		103347 RUZEK, TIM												
		35.00	OCTOBER 2022 PORT AUTH MEET		127434	OCTOBER 2022	46510	6306			Personnel Services	Port Authority General	66000	115	
		35.00													
77352	10/27/2022		102509 CHARTER COMMUNICATIONS												
		39.99	WALKER BLDG	00110784	127490	0013045101722	46560	6321			Communications	Port Authority Walker Bui	66000	115	
		39.99													
77489	11/10/2022		100160 AUSTIN UTILITIES												
		6.73	19383-001 SIGNAL LIGHT		128150	OCTOBER 2022	46510	6386			Utilities	Port Authority General	66000	115	
		6.73	Creskside electrical												
77498	11/10/2022		100220 BOLTON & MENK INC												
		1,110.00	HYDROLOGY MODELING-O'LEARY	0005075	128060	300241	46510	6309			Professional Services	Port Authority General	66000	115	
		1,110.00													
77509	11/10/2022		100263 CRC INC												
		6.54	CENTRAL STATION SECURITY	00005070	128157	0142146	46560	6402			Repair and Maint. - Structur	Port Authority Walker Bui	66000	115	
		6.54													
77532	11/10/2022		100675 HOVERSTEN JOHNSON BECKMAN HOVEY												
		9,738.31	1/1-8/15 PORT LEGAL WORK	00110273	128137	181628 PORT AUTH	46510	6304			Legal Fees	Port Authority General	66000	115	
		9,738.31													
77534	11/10/2022		104640 JENSEN EXCAVATING & TRUCKING LLC												
		33,171.52	27TH AVE NW CULVERT REPL		128139	FINAL #1	46510	6530		21301	Improvements Other Than Buil	Port Authority General	66000	115	
		33,171.52													
77638	11/23/2022		102509 CHARTER COMMUNICATIONS												
		39.99	WALKER BLDG	00111702	128216	0013045111722	46560	6321			Communications	Port Authority Walker Bui	66000	115	
		39.99													
77741	12/8/2022		100160 AUSTIN UTILITIES												
		6.73	19383-001 SIGNAL LIGHT		128619	NOVEMBER 2022	46510	6386			Utilities	Port Authority General	66000	115	
		6.73	Creskside electrical												
77749	12/8/2022		100263 CRC INC												
		6.54	CENTRAL STATION SECURITY		128429	0142768	46560	6402			Repair and Maint. - Structur	Port Authority Walker Bui	66000	115	
		6.54													
77831	12/8/2022		101594 ULLAND BROTHERS INC												
		5,375.26	27TH AVE NW		128473	FINAL #4	46510	6530		21107	Improvements Other Than Buil	Port Authority General	66000	115	
		5,375.26													
77839	12/8/2022		106963 WSB & ASSOCIATES INC												
		1,260.00	O'LEARY PROPERTY WETLAND	00110306	128475	R 020314-000-3	46510	6309			Professional Services	Port Authority General	66000	115	
		1,260.00													

9/23/2022 - 12/15/2022

City of Austin
500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773
www.ci.austin.mn.us



Craig D. Clark, MPA
City Administrator
507-437-9941
craigc@ci.austin.mn.us

Memorandum

To: Port Authority Board
From: Craig Clark
Date: December 20, 2022
Subject: International Paper Lease

The Port Authority owns the building at 1811 14th St. NE and has been leased to International Paper for many years. Included in the packet (Exhibit 1) is a fifth extension to the lease and represents another three-year agreement. International Paper has an extensive approval process and I've been hopeful of final approval but want to facilitate its approval so I'm asking the Port Authority's approval before I've gotten IP signatures. It has received initial approval from IP but not final approvals.

The extensions has an increase of 5%, 2%, 2% for each year over the term and produces annual rents of \$102,645, \$104,707 and \$106,801 respectively. Also included is a blank number to be filled in for compensation for the damage of the garage wall space on the east end of the building. This area will be demolished as a part of a proposed expansion of lease space within the building. There was also damage of \$6,151 to the northwest corner of the building caused by a collision from a trailer (work has been completed and approved by IP).

You may recall there is 1,900 square feet in the southeast corner of the building that has long been unutilized. International Paper has expressed interest in this area in the past but never came to final agreement. This lease provides that accommodation and the Port Authority will be responsible for the demolition and remodel of this area. There is a bathroom which will need to be reconfigured. We are still awaiting estimates on this work. When this work is completed the extended lease rate will apply as indicated in section 8 using an extrapolated rate which is the same as the rest of the building. We are working on an estimate for the demolition of the entire 1,900 square feet and the cost share of the damaged garage area and hopefully have that by the time of our meeting.

Let me know if you have any questions.

Port Authority action is requested to approve Exhibit 1 and authorize the President to sign and Secretary attest the lease agreement.

FIFTH LEASE EXTENSION AND AMENDMENT

THIS FIFTH LEASE EXTENSION AND AMENDMENT (this “Fifth Amendment”) is made on the ____ day of _____, 2022 between **AUSTIN PORT AUTHORITY**, with its main office at 500 4th Avenue NE, Austin, Minnesota 55912 (“Landlord”) and **INTERNATIONAL PAPER COMPANY**, a New York corporation with its principal place of business at 6400 Poplar Avenue, Memphis, Tennessee 38197 (“Tenant”).

WITNESSETH:

WHEREAS, the parties entered into that certain original Lease Agreement dated April 6, 2009 as amended by that certain First Lease Extension and Amendment dated December 10, 2010, as further amended by that certain Second Lease Extension and Amendment dated December 11, 2013, as further amended by that certain Third Lease Extension and Amendment dated December 7, 2016, as further amended by that certain Fourth Lease Extension and Amendment dated November 20, 2019 (and as further amended hereby; collectively the “Lease”) for the property consisting of 28,100 square feet of warehouse space in the building located at 1811 14th Street NE, Austin, Minnesota (“Building”) and more particularly described in the Lease (the “Leased Premises”); and

WHEREAS, the parties are desirous of further extending and amending said Lease pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual benefits to the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. The Lease is hereby amended to extend the Term for an additional three (3) year-period commencing on January 1, 2023, and ending on December 31, 2025 (the “Extended Term”).
2. The monthly Base Rent during said Extended Term shall be as follows:

<u>Period</u>	<u>Yearly Base Rent</u>	<u>Monthly Base Rent</u>
1/1/23 – 12/31/23	\$102,654.60	\$8,554.55
1/1/24 – 12/31/24	\$104,707.68	\$8,725.64
1/1/25 – 12/31/25	\$106,801.80	\$8,900.15

3. At the expiration or earlier termination of this Lease, Landlord and Tenant shall schedule a walk-through of the Leased Premises to determine whether Tenant has complied with its obligation to surrender the Leased Premises to Landlord in accordance with this Lease. Landlord shall notify Tenant of any perceived noncompliance at the time of the walk-through or Landlord shall be estopped from attempting to charge Tenant for the same at a later date. Tenant acknowledges that the partition wall has been damaged and has paid the sum of \$_____ representing the cost to Landlord of making repairs to said partition wall. Tenant acknowledges that the exterior of the building has been damaged and has paid the sum of

\$5,975 representing the cost to Landlord of making repairs to said exterior. With these payments, the parties agree that the Leased Premises remain in a condition consistent with Tenant's obligations under the Lease.

Further, Tenant affirmatively represents that the Leased Premises are acceptable to it and that Landlord has fulfilled its obligations under the Lease, including but not limited to all building systems, components, or furnished equipment.

Further, Landlord affirmatively represents it is not aware of any structural or major repairs required, and it has not received any notice of non-compliance with laws in respect to the Building or parking areas that have not been remedied.

4. All notices required under this Lease or by law may also be sent via nationally recognized overnight courier service and if to Tenant shall be sent to the following addresses:

If to Tenant:

International Paper Company
Attn: Corporate Real Estate Department
6400 Poplar Avenue
Memphis, TN 38197

With required copy to:

International Paper Company
SRS Cresa Lease Administration LLC
15660 Dallas Parkway, Suite 1200
Dallas, TX 75248-3330

5. Neither party shall make any marketing or press release regarding the Lease without prior written consent of the other party, which consent may be withheld in said party's sole and absolute discretion.
6. Landlord and Tenant each warrant that no broker was involved in the Lease or the transactions contemplated hereby. Further, Tenant shall not be responsible for any real estate commission claimed to be owed to any broker or other person on any renewal, amendment, modification, or the like, of the Lease unless said party is specifically authorized in writing to receive the same by Tenant. Each party agrees to defend and indemnify the other party from claims for real estate commissions or fees arising out of any negotiations of the indemnifying party with any broker, realtor or finder.
7. The terms of paragraph 6 of the Original Lease Agreement pertaining to the allocation of utility costs are waived and no such allocation shall occur.
8. Landlord shall remove the partition wall between the leased space and the 1,900 square foot unit not previously included in the Leased Premises, and Landlord shall bring such space up to code for inclusion in the Leased Premises, including the addition of a single stall bathroom

for Tenant's use. Upon completion of this work, said 1,900 additional square feet shall be included in the Leased Premises bringing the Leased Premises up to 30,000 square feet. Beginning on date of the next Monthly Base Rent payment, base rent for the remainder of the term shall be as follows:

<u>Period</u>	<u>Yearly Base Rent</u>	<u>Monthly Base Rent</u>
1/1/23 – 12/31/23	\$109,595.64	\$9,132.97
1/1/24 – 12/31/24	\$111,787.56	\$9,315.63
1/1/25 – 12/31/25	\$114,023.28	\$9,501.94

9. Landlord shall bid and arrange for the installation of additional exterior lighting illuminating the receiving and loading area to 30 CF. The parties shall cooperate in establishing the specifications for this upgrade. After receiving proof of payment, Tenant shall have sixty (60) days to reimburse Landlord for the costs of such upgrade as such costs are incurred. Thereafter, Tenant shall receive a credit against the Monthly Base Rent equal to the costs Tenant has reimbursed under this paragraph 9.

10. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, ARISING FROM OR RELATING TO THE SUBJECT MATTER HEREOF. THE PARTIES HERETO WAIVE ANY RIGHT TO ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SUCH DAMAGES.

11. All of the terms and conditions of the Lease not directly contradictory to or amended by this Fifth Lease Extension and Amendment shall remain in full force and effect and are ratified hereby.

IN WITNESS WHEREOF, the parties have executed this First Lease Extension and Amendment on the year and day first written above.

LANDLORD – AUSTIN PORT AUTHORITY

TENANT INTERNATIONAL PAPER
COMPANY

By: _____
Name: Jerry McCarthy
Title: President

By: _____
Name: _____
Title: _____

By: _____
Name: Tom Dankert
Title: Secretary

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: Port Authority Board
From: Steven J. Lang, P.E.
Date: December 20, 2022
Subject: 25-acre I90 Business Park Development
formerly the O'Leary Property

The Engineering department has been working with engineering consultants to evaluate plans for the development of 25-acre I90 Business Park. This work involved wetland delineation by WSB and drainage plan by Bolton & Menk.

Wetland Study (See Figure 3)

The wetland delineation involved review of historical photos, topography, DNR Public Waters and Wetlands Map for Mower County, National Wetland Inventory Map, Mower County Soil Survey, and on-site soil sampling. The project area was delineated using routine methodology described within industry guide documents. The delineated wetland areas were reviewed with the Technical Evaluation Panel made up of local and state agencies, along with review by the Army Corp of Engineers. Through that process, three separate wetlands were identified on the site totaling 0.66 acres. In order to remove these wetlands, the owner would need to purchase credits in a wetland bank at a 2:1 ratio. Wetland replacement costs are approximately \$70,000 per acre or about \$100,000 for the entire site. **I would recommend the wetlands be maintained in place and development be designed to avoid wetland impacts.**

Drainage Plan (See Figure 5)

Stormwater runoff requirements indicate that the postconstruction runoff must not exceed the preconstruction runoff. This requires that additional runoff from buildings and parking lots must be captured in a retention pond where it can be stored and discharged at a slower rate to match the preconstruction runoff rate. In addition, there are also water quality requirements that can be met with retention pond design. For this project, it was determined that each property postconstruction would consist of 80% to 85% impervious area. The drainage plan was designed to utilize the existing lay of the land to minimize site grading costs. The 5-acre lots which front 14th Street NE would each have their own retention pond that could be built as the individual lots are developed. The smaller 1 to 2-acre lots that will front the new 12th Avenue NE will be graded shovel ready sites sharing two regional ponds constructed in the SW and SE area of the site. With this layout, we have avoided impacts to the existing wetlands. The estimated cost of the site drainage plan is \$1.1 million. **I would recommend splitting up this project cost, with phase 1 being the development of regional ponds to create shovel ready 1 to 2 acre lots along 12th Avenue NE and phase 2 being the construction of stormwater ponds constructed individually as the 5-acre lots develop.....or vice versa.**

Project Budget To-Date:

Wetland Study	\$ 3,957
Drainage Plan	\$30,900



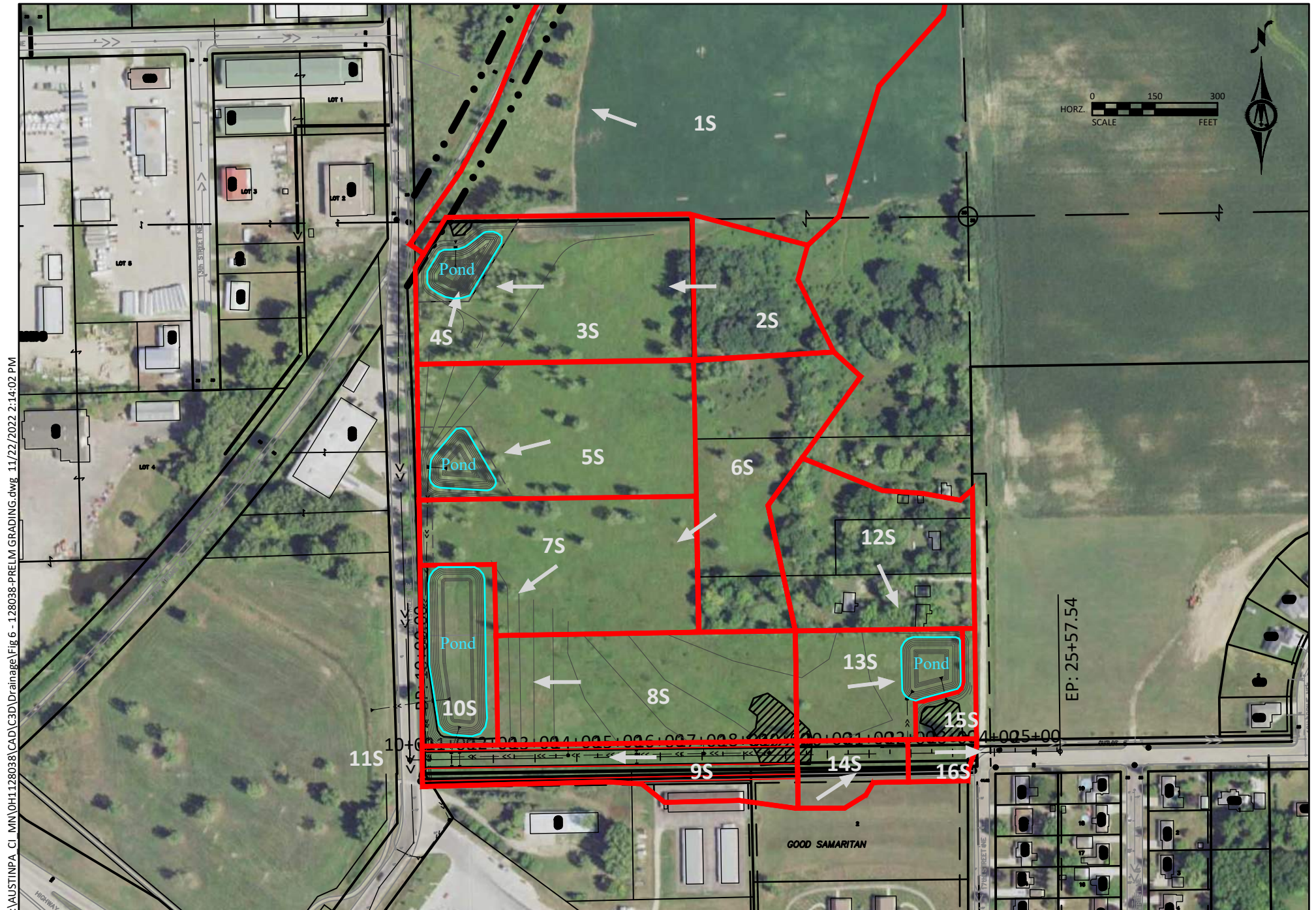
Figure 3 - Wetland Delineation

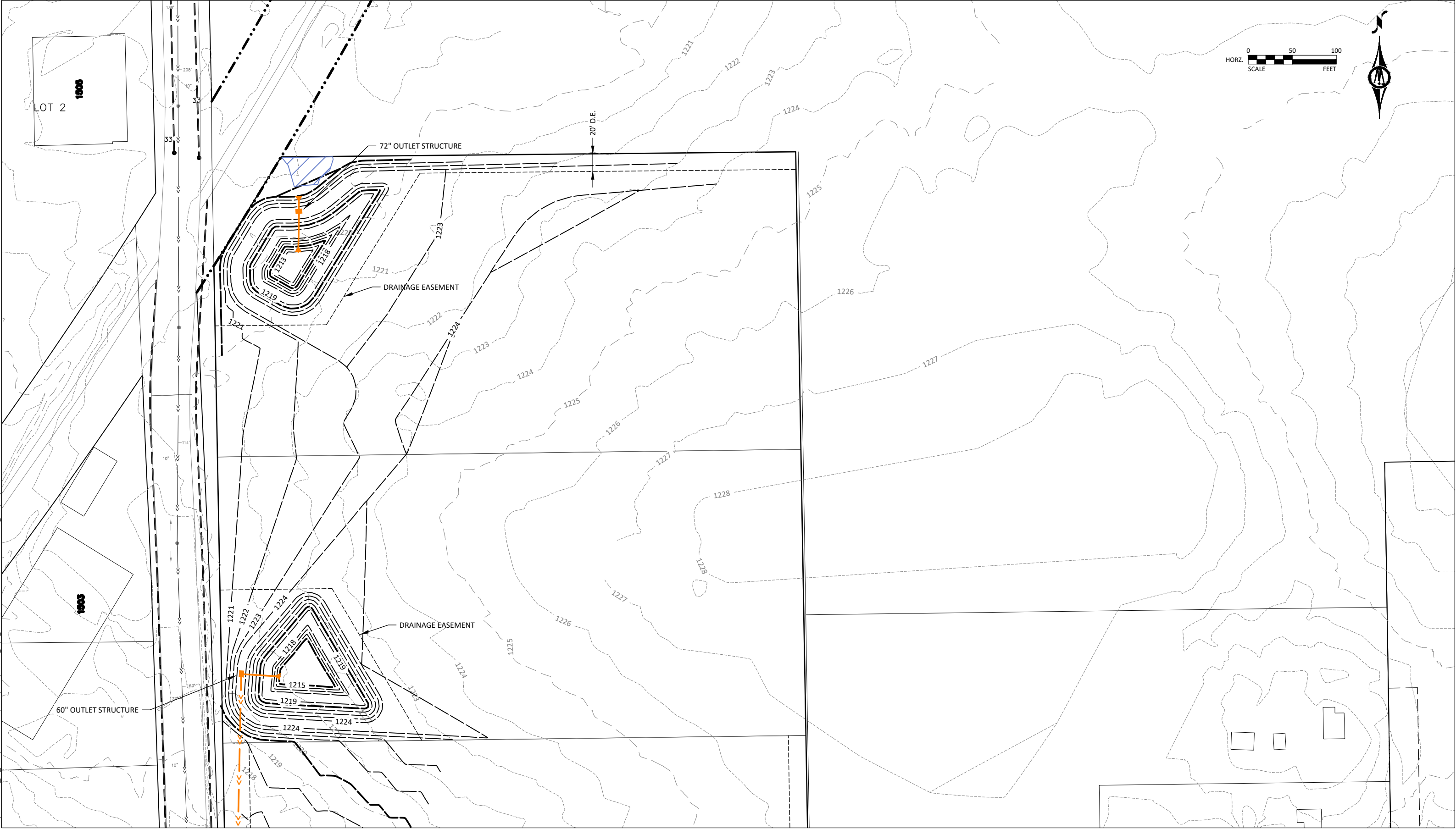
Austin Port Authority Property
PIN #: 34.905.0101
City of Austin, MN

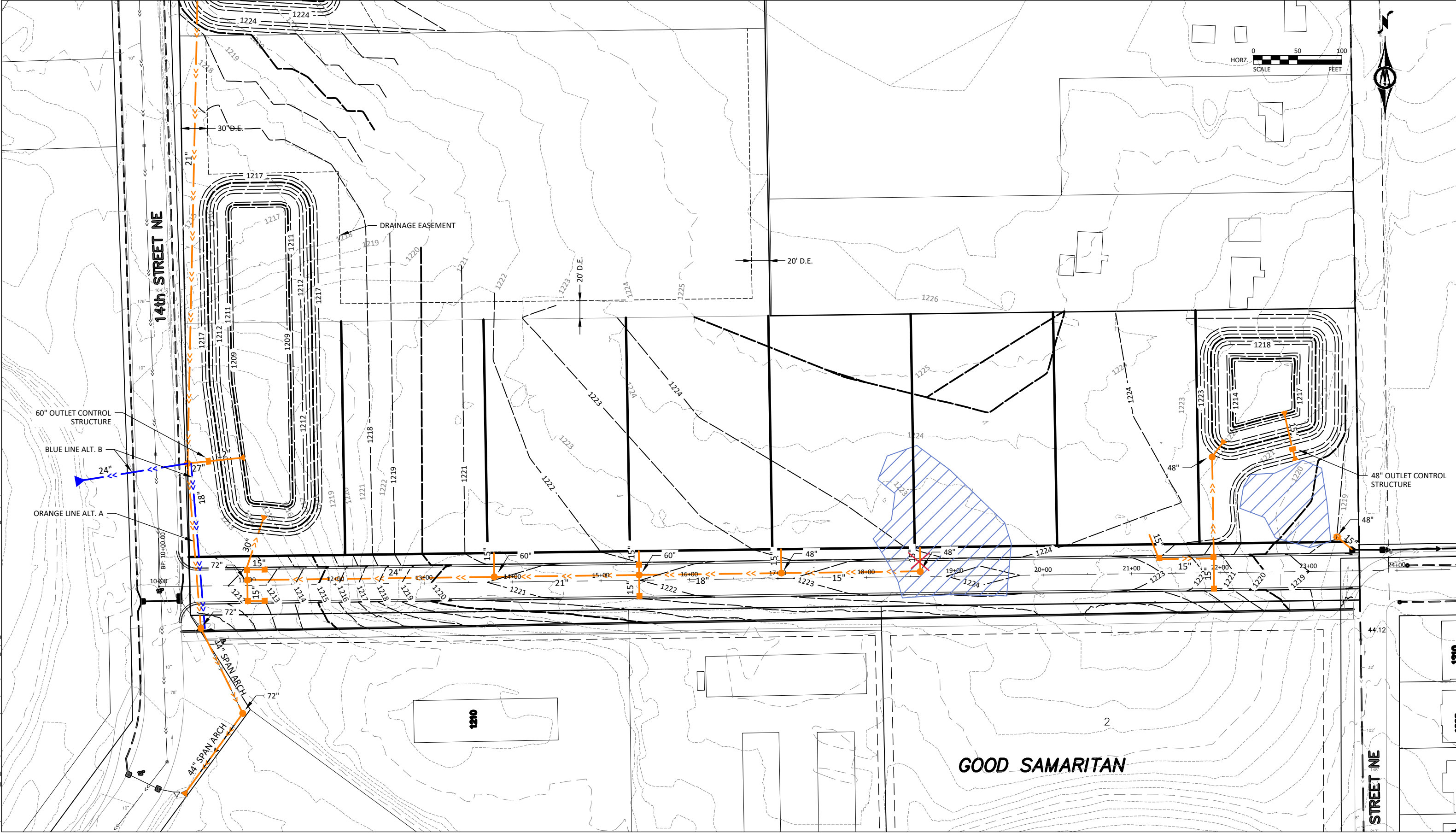


0 200
Feet
1 inch = 200 feet









APPLICATION FOR CONSIDERATION OF PLANNING REQUEST

Item #6

(This form should be filled out in duplicate by typing or printing in ink)
Applications are due by the 20th day of the prior Month
i.e an application for a June meeting is due by May 20th

CITY OF AUSTIN

Street Location of Property: NW ~~SE~~ CORNER OR 27TH AVE NW AND 4TH ST NW

Legal Description of Property: SEE ATTACHED PROPOSED PLAT

Owner: Name AUSTIN PORT AUTHORITY C/O CRAIG Phone 507-437-9941

Address 500 4TH AVE NE

City AUSTIN State MN Zip 55912

Type of Request: Variance CUP IUP Rezone X Other PLAT

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

Description of Request TO PLAT AN AREA OF THE CREEKSIDE BUSINESS PARK

Reason for Request TO FACILITATE PROPOSED DEVELOPMENT

Present Zoning Classification I-1 LIGHT INDUSTRIAL

Existing Use of the Property INDUSTRIAL/BUSINESS PARK

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

Signature of Applicant Date

Approved Denied by the Planning Commission on (date)

Approved Denied by the Common Council

Comments

Zoning Fees:

Conditional Use Permit	-	\$300
Variance	-	\$300
Rezoning	-	\$300
Platting	-	\$400(plus \$25.00 per lot)
Fence Appeal	-	\$125
Sign Appeal	-	\$125
Interim Use (1-2 years)	-	\$225
Interim Use (3-5 years)	-	\$325

**IN OUTLOT D, COOK FARM BUSINESS PARK
AUSTIN, MOWER COUNTY, MINNESOTA**

KNOW ALL MEN BY THESE PRESENTS: That the Austin Port Authority, a Minnesota Municipal Corporation, a owner and proprietor of the following described property situated in the City of Austin, County of Mower, State of Minnesota, (here)

All that part of Outlot D, Cook Farm Business Park, as the same is platted and recorded in the office of the County Recorder of Mower County, Minnesota, described as follows:

All that part of Outlot D, Cook Farm Business Park, as the same is platted and recorded in the office of the County Recorder of Mower County, Minnesota, described as follows:

Beginning at the easterly-most corner of said Outlot D;

thence South 68°31'41" West a distance of 553.38 feet on an assumed bearing on the southeasterly line of said Ordol D;

thence West a distance of 154.02 feet on said southeasterly line on a tangential curve concave to the north, having a radius of 661.66 feet and a central angle of 12°56'42";

Thence North 14°22'21" West a distance of 751.00 feet.

thence Northeast a distance of 104.08 feet, on a noncircular curve, concave to the Northwest, with a central angle of 12°47'39", a radius of 466.80 feet, a chord bearing of North 51°23'48" East, and a chord length of 103.64 feet;

thence North 44°50'50" East a distance of 214.56 feet, to the northeasterly line of said Outlot D;

thence South 48°29'55" East a distance of 515.74 feet on said northeasterly line.

thence Southeast a distance of 400.01 feet on said northeasterly line on a tangential curve concave to the southwest, having a radius of 1098.32 feet and a central angle of 20°54'25", to the point of beginning.

having caused the above described premises to be surveyed and platted as shown herein, to be known as **BOOK FARM BUSINESS PARK, Part 2**, do by these presents dedicate to the public for public use the public ways and/or drainage and utility easements as created herein and shown on this plat.

Witness my hand this _____ day of _____, 20____

AUSTIN PORT AUTHORITY
A Minnesota Municipal Corporation

Jerry McCarthy, President

STATE OF MINNESOTA
COUNTY OF MOWER

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____
_____ in and for the City of Austin, a Minnesota Municipal
Corporation, on behalf of the Corporation on this _____ day of _____, 20____.

Notary Public
My Commission Expires _____

I, Steven D. Thompson, a duly Licensed Land Surveyor, do the _____ day of _____, 20____, by these presents, certify that the plat herein is a correct representation of the survey thereof, that all distances are correctly shown on said plat, that all monuments have been or will be correctly placed in the ground as shown on the plat within one year after recording or sooner, as specified by the Appropriate Government Unit; that the outside boundary lines are correctly designated on the plat, that all public highways located before the platting are correctly located and designated hereon, and that there are no void lands as defined in MS 505-01, Subd. 3, or public highways to be designated other than as shown, as of the date of the certificate.

Steven J. Thompson
Licensed Land Surveyor
Minnesota LS No. 22705

STATE OF MINNESOTA
COUNTY OF FREEBORN

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by Steven J. Thompson.

_____, Notary Public
My Commission Expires _____

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

We do hereby certify that the within plat of DOCK PARK SUBDIVISION TRP was duly accepted and approved by the City Council of the City of Austin, on the _____ day of _____, 20____.

Mayor

City Clerk

No delinquent taxes due and transfer has been entered this 14 day of August, 2011

County Auditor, Mower County, MN

I hereby certify that on this the _____ day of _____, 20____, the current taxes have been paid on the land described herein.

County Treasurer, Mower County, MN

DOCUMENT NUMBER _____

I hereby certify that this instrument was filed in the office of the County Recorder for record on this _____ day of _____, 20____, at _____ o'clock _____ M., and was duly recorded in the Mower County records as Document Number _____.

County Recorder, Mower County, MN

Or _____
Deputy

JONES, HAUGH & SMITH INC.
CONSULTING ENGINEERS & LAND SURVEYORS
515 SOUTH WASHINGTON AVENUE ALBERT LEA,
MINNESOTA 56007
OCTOBER 2022

DRAWN BY ANDY MOGOWAN
Z2-401.dwg

SHEET NO. 1 OF 1 SHEETS

BASIS OF BEARING SYSTEM
All bearings are based upon the MinDot Mower County Coordinate
System Ned 83 (96) Horn Adjustment Grid

