



**AGENDA
CITY COUNCIL MEETING
MONDAY, JUNE 1, 2026
5:30 PM
CITY HALL COUNCIL CHAMBERS**

Call to Order/Pledge of Allegiance

Roll Call

1. Adoption of Agenda
2. Approving minutes from May 18, 2026
3. *Consent Agenda
 - a. Licenses
 - Tree Service: Adam B. Meyer Construction Co. LLC, Austin, MN
 - Tree Service: Yoder Industries LLC, Waltham, MN
 - Right of Way: Arkouda Industries Inc., Blooming Prairie, MN
 - Right of Way: Midwest Liquidation LLC, Grand Meadow, MN
 - Tobacco: Cheers Vape, Austin, MN
 - Mobile: I Heart Cookies, Wichita, KS
 - Mobile: The Snack Box, Delano, MN
 - b. Event Permits
 - Wednesday Night Car Cruise In from June 3, 2026 to September 30, 2026
 - High Water on June 18, 2026
 - River Rats Car Show from August 14 to August 16, 2026
 - c. Pre-List of Bills
4. Recognitions and Awards
 - a. New Firefighter Introduction — Matthew Hatten
5. Presentation
 - a. Representative Patricia Mueller

Public Hearings

Bids & Awards

Petitions and Requests

6. Requesting approval of an ordinance amendment to City Code Chapter 11
 - a. For preparation of the ordinance
 - b. For adoption of the ordinance
7. Adoption of the 2045 Comprehensive Plan
 - a. Resolution — Adopting the 2045 Comprehensive Plan
8. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at the following location: 607 6th Street NW, Nguyen Property
9. Approving an Ellis Ditch Climate Resiliency Study
 - a. Resolution — Approving Engineering Services with WHKS
10. Approving the Central Garage Roof Replacement
 - a. Resolution — Approving Engineering Services with WHKS

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.

Honorary Council Member Comments

Reports and Recommendations

Adjourn

All items listed with an asterisk () are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a council member or citizen so requests in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda.

M I N U T E S
CITY COUNCIL MEETING
May 18, 2026
5:30 PM
Council Chambers

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

MEMBERS ABSENT: Council Member Rebecca Waller

STAFF PRESENT: City Administrator Craig Clark, Interim Police Chief Michael Hartman, Public Works Director Steven Lang, Park, Recreation and Forestry Director Jason Sehon, Library Director Julie Clinefelter, City Attorney Craig Byram, Finance Director Emily Burns, Human Resources Director Tricia Wiechmann, and City Clerk Brianne Wolf

APPEARING IN PERSON: Austin Daily Herald, Members of the Community

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

Moved by Council Member Helle, seconded by Council Member Postma, approving the agenda. Carried. 6-0.

Moved by Council Member Postma, seconded by Council Member Baskin, approving Council minutes from May 4, 2026. Carried. 6-0.

CONSENT AGENDA

Moved by Council Member Oballa, seconded by Council Member Postma, approving the consent agenda. Carried 6-0.

Licenses:

Mobile: Right of Way, H&M Underground Solutions, Austin, MN

Mobile: First Alliance Credit Union, Rochester, MN

Mobile: The Sugar Shack, Albert Lea, MN

Claims:

a. Pre-list of Bills

b. Credit Card Report

c. Financial Report

Events:

4th Avenue Fest on June 3, 2026

Freedom Fest 2026 on July 3-5, 2026

PUBLIC HEARINGS

A tax abatement request was presented from New Horizon. They are proposing to build a single-family home located at 1304 17th St NW, parcel number 34.468.0100, valued at approximately \$400,000.00. The application is in conformance with the City's policy for tax abatement. They are requesting approval.

There were no comments from the public.

Moved by Council Member Baskin, seconded by Council Member Postma, approving the tax abatement. Carried 6-0.

PETITIONS AND REQUESTS

Public Works Director Steven Lang requested approval of a cooperative construction agreement with MnDOT to approve the construction of a pedestrian bridge near I90 over the Cedar River. This project would be 100% State funded. This agreement would require the City be responsible for ongoing maintenance responsibilities.

Moved by Council Member Baskin, seconded by Council Member Helle, adopting a resolution approving a MnDOT Cooperative Construction Agreement. Carried 6-0.

Public Works Director Steven Lang requested Council approval of the sale of the following equipment: 2006 Sterling Acterra Tandem Axle Dump Truck #77, 2011 Ford F-150 #91, and a 2005 Dodge Ram 2500 #92. Mr. Lang stated this equipment is scheduled for replacement as part of the City's CIP equipment replacement program. Staff request authorization to sell the equipment through Hamilton Auction Company.

Moved by Council Member Postma, seconded by Council Member Oballa, approving a motion for the sale of city equipment. Carried 6-0.

Public Works Director Steven Lang requested approval of a MnDNR Flood Mitigation Grant. Mr. Lang stated the project costs will involve acquisition, environmental and demolition for a total project cost of \$1,023,500. The grant will reimburse the City 50% of all eligible project expenses, not to exceed \$490,000. The remaining \$533,500 of project expenses will come from the Local Option Sales Tax. Mr. Lang would request Council authorization for the Mayor and City Administrator to execute the grant agreement.

Moved by Council Member Postma, seconded by Council Member Helle, adopting a resolution approving the acceptance of a MnDNR Flood Mitigation Grant. Carried 6-0.

Public Works Director Steven Lang requested Council approval to accept a grant from the Minnesota Pollution Control Agency (MPCA) for the Ellis Ditch Climate Resiliency Study. Mr. Lang stated this project is identified in the 5-year CIP to evaluate stormwater flows in Ellis Ditch

and develop a project to improve the storm sewer, sanitary sewer and roadway on 6th Avenue SE. Total project costs are \$106,240.00 with grant funding of \$96,581.82 and local Stormwater Utility District funds of \$9,658.18. He stated if the grant were approved, the City would then enter into an agreement with WHKS to complete the work identified in the grant. He would request Council approval of the MPCA Stormwater Resiliency Grant with local funds from the Stormwater Utility District fund.

Moved by Council Member Oballa, seconded by Council Member Helle, adopting a resolution approving the acceptance of a grant from the Minnesota Pollution Control Agency for Stormwater Resilience. Carried 6-0.

Planning and Zoning Administrator Holly Wallace requested Council action on a variance request at 1004 2nd Avenue SW. The variance request is to allow 4 detached structures (all existing) and increase the aggregate square footage from 1200sq. ft. to 1236 sq. ft. A neighbor who received notice of the public hearing, met with staff and expressed concern at another structure being added, but did not object when they realized the variance related to an existing shed. The Planning Commission with five members present recommends Council approve the variance.

Moved by Council Member-at-Large Austin, seconded by Council Member Helle, approving a motion granting the variance at 1004 2nd Avenue SW. Carried 6-0.

Planning and Zoning Administrator Holly Wallace requested Council action on a fence appeal request at 210 4th Street SW. The request is to add a 6-foot privacy fence between his house and garage to the sidewalk. The home is setback approximately 13 feet and the garage approximately 16 feet, less than the 25-foot residential front yard requirement. The fence may start at the setback of the house and/or garage. The Planning Commission with five members present, recommends Council deny the fence appeal request.

Moved by Council Member Baskin, seconded by Council Member Postma, approving a motion to deny the fence appeal request at 210 4th Street SW. Carried 6-0.

Human Resources Director Tricia Wiechmann stated with current efforts underway to redevelop the City's website she requests approval to add the CivicPlus Process Automation and Digital Services (PADS) module to the project scope. Ms. Wiechmann stated the PADS platform is designed to replace paper-based and manual workflows with online forms, automated routing, digital approvals, notifications, scheduling tools, and integrated resident service. She stated the initial implementation to add these services would be \$3,089.58. These processes would benefit not only human resources but other departments within the City.

Moved by Council Member Oballa, seconded by Council Member Helle, adopting a resolution approving the CivicPlus PADS add-on. Carried 6-0.

Moved by Council Member Baskin, seconded by Council Member Postma, adopting a resolution approving the 2026, 2027, and 2028 Base Pay Structure. Carried 4-2. (Council Member Helle & Council Member Oballa Nay)

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

CITIZENS ADDRESSING THE COUNCIL

Michael Dale, 80302 180th Street, Glenville, MN, would like to know more about the power plant lease to SMMPA. He would like to know more about the property taxes with this parcel, how much it would cost to run this plant, and how much the company would charge for power.

Mayor King relayed Austin Utilities would oversee the power plant.

Justin Hutchinson, 1502 3rd Street NE, VFW Post 1216 Commander, introduced himself and talked about the upcoming Buddy Poppy Drive.

REPORTS AND RECOMMENDATIONS

City Administrator Craig Clark relayed open candidacy starts tomorrow. He stated the Local Option Sales Tax will not be moving forward for the local law enforcement center.

Council Member Helle stated the Fourth Avenue Fest is on June 3rd and encouraged the public to attend. She thanked the Friends of the Nature Center for their efforts in raising funds for the nature playscape. She talked about seasonal employment opportunities through the Parks and Recreation office. Lastly, she recognized Public Works. As it was Public Works Week, she commended them on their cost-saving efforts with the recent repair of a dump truck. She stated it would be great to recognize the efforts of all City departments throughout the year.

Council Member-at-Large Austin stated there was a Library Board meeting last week and they will be participating in the Fourth Avenue Fest.

Council Member Postma acknowledged the Public Works Department for Public Works Week. He stated he attended an open housing viewing for the new home construction project between the HRA and Riverland Community College and is excited to see a new home go on the market. He stated next year they will be building a town home.

Council Member Baskin stated he is appreciative of the recent state funding approved for the Hormel Institute. He congratulated the Austin Bruins on their successful season. He congratulated the Austin High School Adapted Bowling team and finally he congratulated Austin Native Holli Mayer as she was recently sworn in as a new Third District Judge.

Moved by Council Member Oballa, seconded by Council Member Helle, adjourning the meeting to June 1, 2026. Carried 6-0.

Adjourned: 6:18 p.m.

Approved: June 1, 2026

Mayor: _____

City Clerk: _____

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



Planning & Zoning Department
507-437-9950

Memorandum

To: Mayor and City Council

From: Holly Wallace, Planning & Zoning Administrator

Date: June 1, 2026

Re: Twin home/Two-Unit Townhouses

Purpose:

It is in the public interest to expand housing options and allow a diverse range of housing types compatible with existing residential neighborhoods.

Twin homes (also known as zero-lot-line two-unit townhomes) provide attainable homeownership opportunities and utilize existing infrastructure efficiently while maintaining compatibility with single-family residential districts. These housing types have previously been utilized successfully in the community, however the zoning code did not explicitly allow 0 lot lines to accommodate a shared wall, which is a defining characteristic of this type of home.

Scope:

Applies to R-1 and R-2 residential zoning districts. This ordinance will be effective upon publication and apply retroactively to twin homes in the same districts.

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUSTIN AMENDING AUSTIN CITY CODE CHAPTER 11 TO ALLOW TWIN HOMES (ZERO-LOT-LINE TWO-UNIT DWELLINGS) AS A PERMITTED USE.

THE CITY OF AUSTIN HEREBY ORDAINS:

SECTION 1. Amendment to Austin City Code § 11.023, District Regulations.

Austin City Code § 11.023 is amended to add the following language:

11.2.04 District Regulations.

Zoning District	Lot Area (sq. ft.)	Lot Width (ft.)	Front Yard (ft.)		Side Yard Each/sum (ft.)	Rear Yard (ft.)	Max. Height (ft.)	Max. lot coverage
R-1	6,000	60	25		5/10	20	30	40%
R-2	5,000	50	25		8/16	10	5 stories or 65 ft.	40%
R-O	5,000	50	25		8/16	10	5 stories or 65 ft.	60%
R-M								
B-2	6,000	60	7				5 stories or 65 ft.	80%
B-3								
I-1			25		10	10	75	
I-2			25		20	20	75	
I-3			30		15	30	70	
A-1	200,000	200			40	12/32	35	40%
S-Z								
<p>Note: R-2 & R-O For each additional 10 feet in building height, an additional 4 feet of side yard is required on each side. R-M See the standards for development in the Residential Manufactured Home District in Section 4 B-2 Twenty-foot side and rear setback if abutting an R District B-3 See the standards for the development in the Central Business District in Section 4. I-1 Twenty-foot side and rear setback if abutting an R or A District S-Z See the standards for development in the Shoreland Overlay District in Section 4. R-1 & R-2 A “Twin home” a/k/a “Two-Unit Townhouse” may have a zero lot line.</p>								

§11.105 Twin Home or Two-Unit Townhouse (Zero-Lot-Line Two-Unit Dwellings)

A. Definition.

A “twin home” or “Two-Unit Townhouse” is a residential building containing two attached dwelling

units located on a common lot line, with each unit situated on a separate platted parcel, sharing one common wall.

SECTION 3. Amendment to Austin City Code § 11.030, Use Table.

Austin Code § 11.030 is amended to add the following use classification under “Household Living”:

Dwelling, Twin Home (Zero-Lot-Line Two-Unit)

The Use Table shall be updated as follows:

Use	R-1	R-2	R-O	R-M	B-2	B-3	I-1	I-2	I-3	A-1
Dwelling, Twin Home	P	P								

SECTION 4. Effective Date.

This Ordinance is effective upon publication and applies retroactively to any existing Twin Home or Two-Unit Townhouse in an R-1 or R-2 zoning district.

Passed by a vote of yeas and nays this 1st day of June, 2026.

YEAS

NAYS

APPROVED:

Stephen M. King, Mayor

ATTEST:

Brienne D. Wolf, City Clerk

This ordinance was introduced on June ____, 2026; approved on June ____, 2026; was published in the Austin Daily Herald on June ____, 2026, and becomes effective June ____, 2026



Memorandum

To: City Council
From: Holly Wallace, Planning/Zoning Administrator
Date: June 1, 2026
Subject: Adoption of the 2045 Comprehensive Plan

Below are important links to review for the Comprehensive Plan:

Project website: <https://www.compplan2045.com/>

Draft Plan: <https://drive.google.com/file/d/11czx6Xc86K5IYSJGVEKypjfUwaKvY5A2/view>

Interactive StoryMap

Version: <https://storymaps.arcgis.com/stories/6ad0e3f891344e03aef7e2d2b2d5211e>

Playbook: <https://drive.google.com/file/d/1j8T1kW9nM5RRgsdu1iJEHBg-In5stPoS/view>

Summary:

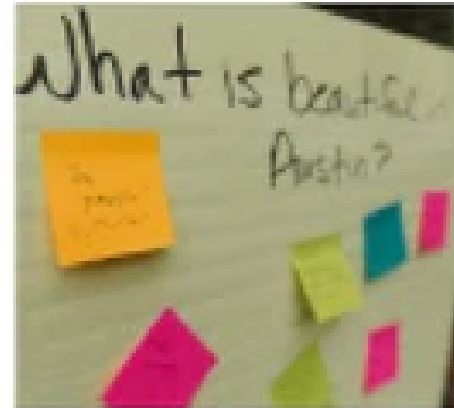
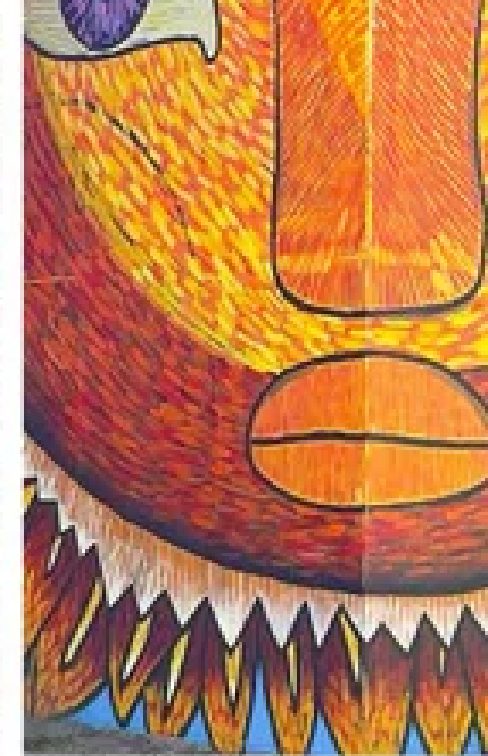
Starting in Summer 2024, the City of Austin and Mower County, MN undertook an innovative, first-of-its-kind effort to develop aligned comprehensive plans. Central to this effort is a public-private-nonprofit partnership with Impact Austin, which helped secure funding and expand capacity to support a more robust planning and engagement process. The result is two distinct yet coordinated comprehensive plans that reflect each jurisdiction's needs while advancing a unified regional strategy.

Since the start of the planning process, over 16,000 community interactions were captured through the project website, two open houses, pop-up workshops, 100+ in-person meetings, interactive maps, surveys, student engagement, and advisory meetings. The public input related

to each topic is summarized in their respective chapters. The public comments collected framed the final recommendations and strategies chosen for the plan.

Going beyond traditional comprehensive planning, the Plan also integrates a Playbook, that includes concepts to position Austin as a “Food City.” This will expand opportunities for business development, entrepreneurship, community character, tourism, entertainment, arts and culture, agriculture, and parks and open space. The Playbook also included concepts for improving Downtown and surrounding neighborhoods, as well as establishing a Cedar River Regional Park. Concepts and findings from the Playbook are incorporated into the key recommendations found in the Plan. A draft of the comprehensive plan was published on the project website for public review on March 30. In addition, an online interactive “story map” version of the plan is available. The interactive version summarizes the planning and implementation process and highlights key recommendations from each chapter. The draft plan and interactive version can be found here: www.compplan2045.com/draftplans.

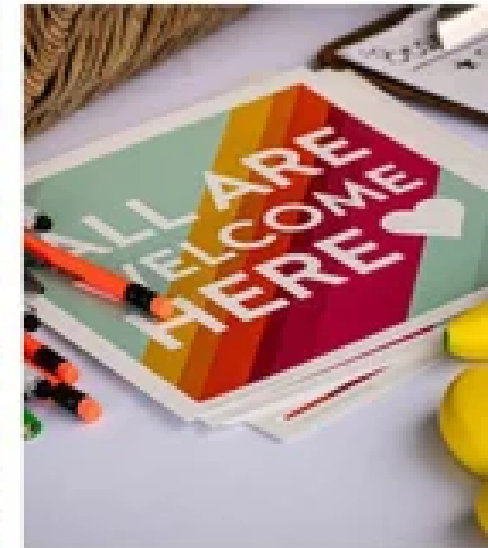
The Planning Commission has reviewed the draft and has forwarded the plan, with their recommendation for approval, to City Council. We ask Council to consider and discuss the plan prior to final adoption, tentatively June 1, 2026. Following adoption, the Plan will guide future land use decisions, capital improvements, and policy initiatives, with the Playbook, supporting both near and long-term implementation actions.



CITY OF
AUSTIN

2045
COMPREHENSIVE
PLAN

DRAFT - MARCH, 2026





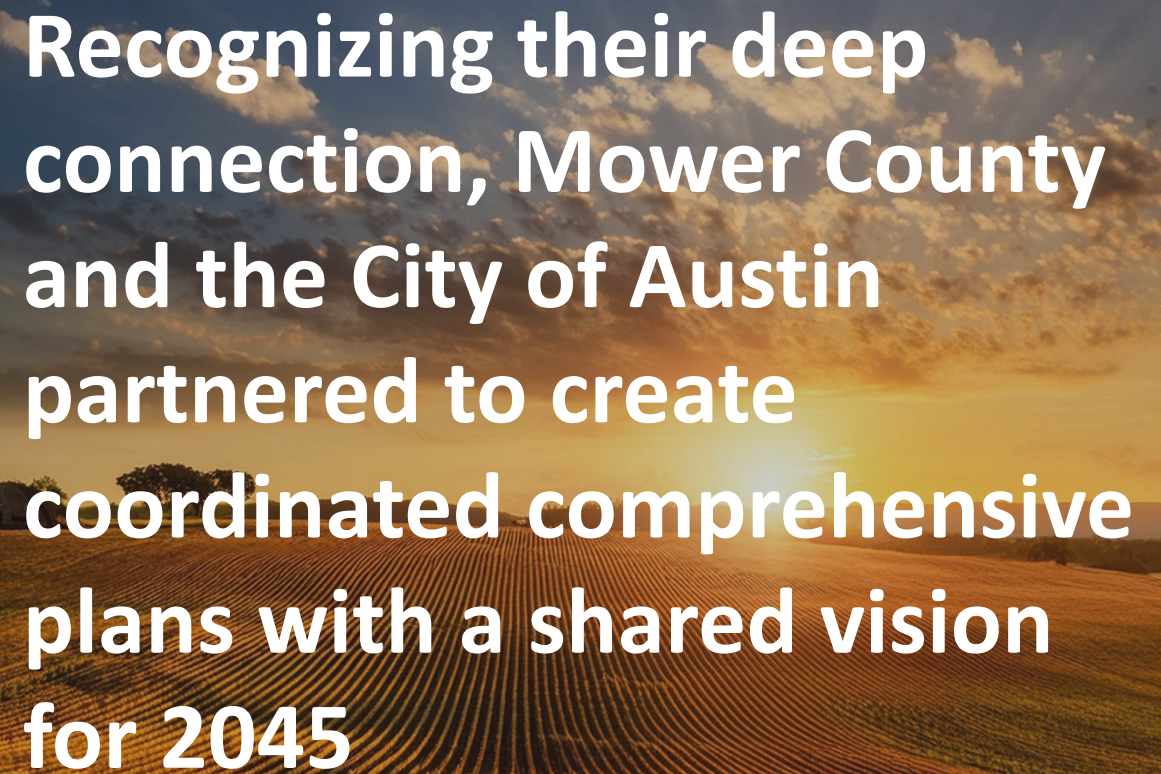
Overview of the Planning Process



What is a Comprehensive Plan?

Purpose of the Plan

- Guide for growth and quality of life for the next 20 years.
- Sets goals and strategies for a range of topics.
- Tool used by residents, city staff, community groups, agency partners, developers, and other stakeholders.
- Should be updated at least every ten years to reflect changing conditions.



Recognizing their deep connection, Mower County and the City of Austin partnered to create coordinated comprehensive plans with a shared vision for 2045



Building from the Previous Plan

How does it differ from the previous Comp Plan?

- Goes beyond traditional comp plan
- Leads to regional collaboration
- More robust public engagement
- Includes Playbook with initiatives that feed into the Plan's goals
- Shifts community identity to build on culture, recreation, arts, food, downtown, and tourism
- Addresses the diverse housing needs (e.g., type, size, budget)
- Advocates for complete streets
- Evaluates tax revenue per acre to help determine future development
- Recognizes the value of agriculture and food systems
- **Identifies Catalytic Triad Model for dynamic implementation**



Core Plan Elements and Chapters

1. **Intro: Purpose and Background**
2. **Community Profile**
3. **Community Participation & Engagement**
4. **Land Use**
5. **Housing & Neighborhoods**
6. **Economic Development**
7. **Transportation**
8. **Public Utilities & Community Facilities**
9. **Parks & Recreation**
10. **Implementation**
 - **Appendices**





Beyond Traditional Comprehensive Planning

Additional to the traditional comprehensive planning, the Plan includes a “Playbook” with concepts and strategies for:

- Community branding and character
- Dynamic food systems
- Downtown development
- Tourism, recreation, and entertainment
- Arts and cultural amenities
- Economic analysis to guide investments
- Open space and parks

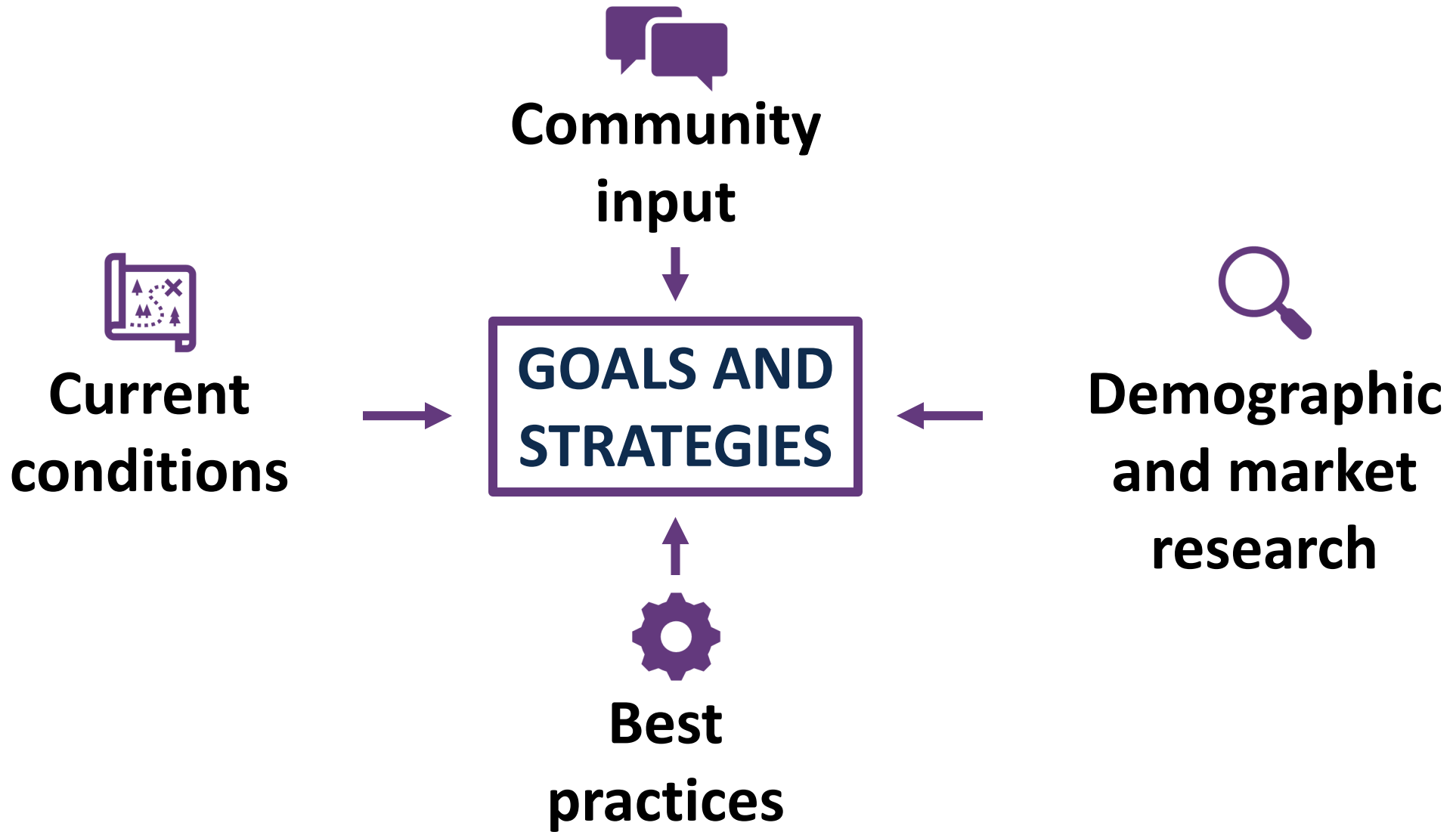
These were incorporated into the recommendations of the planning chapters.





A Vision for Austin's Future

The City of Austin is a vibrant and diverse community offering a rich blend of culture, education, and nature. It is a place where people are connected by a strong sense of community and history. It fosters innovation, inclusivity and tradition, making it ideal to live, visit, work, and start a business.





Core Plan Elements and Chapters





How Chapters are Structured

Tell the Full Story in each Chapter



Austin today
(Existing Conditions and
Demographic Analysis)



What we heard
from the public



Opportunities and
Recommendations



Goals and
Strategies



How Chapters are Structured

Austin today
(Existing Conditions)



What we heard
from the public



Opportunities and
Recommendations



Goals and
Strategies

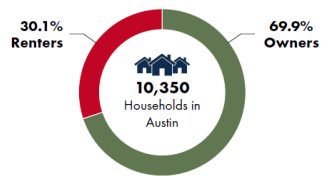
Homeowners and Renters

A housing unit that is occupied is referred to as a "household." A total of 10,350 units were occupied in Austin in 2024, about 70% were occupied by owners, slightly lower than both the Minnesota and Mower County's rate of 76%. About 30% of occupied housing units in Austin are occupied by renters.

Table 4.2. Home Owners and Renters

City of Austin		
Type	Number	%
Total households	10,350	100%
Owned	7,195	69.9%
Rented	3,154	30.1%

Data source: US Census ACS 2024 5-year estimates



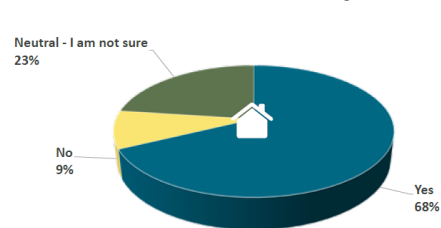
4.3. WHAT PEOPLE ARE SAYING - PUBLIC INPUT

Below is a summary of public input regarding the availability and affordability of housing in Austin, as well as the city's future needs.

Over 450 participants provided input in the two online surveys.

Community input showed that there is a desire for affordable housing options, multi-family homes, and entry-level single-family homes. The U.S. Department of Housing and Urban Development (HUD) defines affordable housing as housing which does not cost a household more than 30% of its monthly or annual income.

Is there a need for more housing?



Expand housing options



Only 2% of respondents



7% of respondents

"There is lack of housing options for socioeconomic level"

"Fix up or tear down dilapidated housing properties/businesses"

Opportunity 7: Downtown Experience Districts

The Playbook highlights the benefits of creating "Downtown Experience Districts" to strengthen the character and liveliness of Austin's Downtown and surrounding neighborhoods. Experience districts create a curated, people-centered environment that invites discovery, connection, and joy.

These districts are designed to be immersive, memorable, and emotionally engaging, blending building typologies and uses, public spaces, art, culture, retail, food, and events into a seamless, walkable fabric. Recommendations include types of housing development that are appropriate for each district. The following page provides a summary of Experience Districts highlighted in the Playbook (Appendix A).

People remember how a place makes them feel.

Figure 4.1



4. Housing & Neighborhoods



4.7. GOALS AND STRATEGIES

Outlined below are goals and strategies that are aimed at guiding the City of Austin towards meeting future housing demands for residents across multiple age and income levels. These goals and strategies are based on public input and a study of current and future trends.

Goal 1. Adopt an integrated framework for planning and developing housing within the community.

Strategy 1.1: Continue to work with the Austin Housing and Redevelopment Authority (HRA) to advance housing objectives in collaboration with developers, financing entities, and housing organizations.

Strategy 1.2: Implement recommendations from the 2022 Housing Study as a foundation for city actions to address and improve housing supply and conditions.

Strategy 1.3: Update the Housing Study every five to ten years to maintain an accurate and up-to-date view of housing issues, potential solutions, and actions to improve housing conditions.

Strategy 1.4: Identify priority areas for residential infill and new housing developments.

Strategy 1.5: Align the city's zoning, policies, and subdivision ordinances to advance an appropriate mix of housing types within each district, as well as eliminate unnecessary barriers for housing development.

Strategy 1.6: Attract developers to build the types of housing projects the city is seeking and addresses community needs. Create marketing information that communicates the community's vision for new housing areas.

Strategy 1.7: New housing development should follow smart growth and infill development principles. Prioritize development in locations with existing infrastructure to reduce urban sprawl and impact on natural amenities.

Strategy 1.8: Partner with the Welcome Center and Adult Learning Center to provide accessible housing resources to Austin's diverse populations.

Goal 2. Austin's housing supply will include a broad range of housing types (this includes style, size, and cost) that meet the community's current and future needs.

Strategy 2.1: Promote the development of a variety of housing types, including single-family, elder facilities, workforce housing, multi-family, life cycle, cooperative, townhouse and accessory dwelling housing options.

Strategy 2.2: Identify and promote sites that could attract development of new market rate rental housing.

Strategy 2.3: Identify opportunities for the development of workforce housing that can easily access industrial and commercial employment areas.

Strategy 2.4: Identify opportunities for high density development at appropriate locations.



Appendix A: The Playbook



CHAPTERS

1. Project Overview
2. The Systems Needed for Ongoing Implementation
3. The Big Ideas (Economic Development and Tourism)
4. From Farmland to Fork: Food System Strategies
5. Downtown Austin Frameworks
 - Appendix: Economics of Community Design Presentation



STITCHING TOGETHER LAND, FLAVOR, AND PLACE

A PLAYBOOK FOR MOWER COUNTY AND AUSTIN, MINNESOTA



From Farmland to Fork Food System Strategies

This is a bold, equity-driven approach to transforming the region into a national model for rural food innovation.

Elements include:

- Regenerative agriculture and cover crop commercialization
- Local food production and distribution
- Culinary entrepreneurship and food halls
- Food access and equity
- Education and workforce development in food systems



Tourism and the Austin/Mower Story



Tourism and Recreation Development

Positioning Austin and Mower County as a year-round destination.

Elements include:

- Strengthening Discover Austin's capacity and funding
- Signature festivals and events
- Culinary and cultural tourism
- Hotel and lodging expansion
- Branding and storytelling to attract visitors and talent



Grounded in Welcome Downtown Austin Frameworks

A multi-layered strategy to reimagine Downtown Austin as a vibrant, walkable, and culturally rich destination.

Elements include:

- Experience Districts with unique identities
- Mixed-use development and housing diversity
- Public realm activation (art, events, greenways)
- Wayfinding, signage, and gateway improvements
- Strategic zoning and land use reform



Arts and Culture Development

Embedding creativity into everyday life and economic development.

Elements include:

- Public art and cultural programming
- Artist support and creative economic development
- Cultural asset mapping and visibility
- Inclusive and accessible arts initiatives





District Councils and CoPs

Communities of Practice (CoPs) helped to advance “Food City” initiative, including:

- Access, policy, and equity
- Food production and distribution
- Community branding
- Education

District Councils - groups that represent different interests, neighborhoods, and business clusters of Downtown. Are key to implementing projects in Downtown Austin.



City’s Role: Help groups stay active and keep momentum.





Chapter 3: Community Participation & Engagement



Getting the Word Out!

- Project Website
- Virtual Open House
- Email Subscribers
- Impact Austin
- Newsletters and Press Releases
- Social Media
- School Outreach
- Fliers and Handouts
- Business Outreach
- Go Austin! App
- And More!

COMPREHENSIVE PLAN 2045
MOWER COUNTY | CITY OF AUSTIN

Our future is exciting.

PROJECT OVERVIEW
The City of Austin and Mower County have partnered to develop Comprehensive Plans jointly. This partnership will ensure a unified vision for the City and County into the year 2045.

Both Plans will gather community input, use demographic and market research, and community planning best practices. The Plans will develop a community-supported vision that identifies critical needs, goals, policies, and action steps for guiding future growth and development.

WHAT IS A COMPREHENSIVE PLAN?
A Comprehensive Plan is a vision of what a community wants to be. It is an everyday guide to help shape a community's future growth, protect what its residents value, and enhance what they want to improve.

The comprehensive planning process takes a look at existing challenges and sets guidelines and policies for future development. The Comprehensive Plans will outline the future of Mower County and Austin over the next 10 to 20 years and establish goals to move toward that future. The Plans will evaluate strategies and goals for the following topics:

- Land Use:** define the use and purpose of an area (residential, commercial, agriculture, industrial, etc.).
- Transportation:** promote safe, efficient, and convenient mobility for all travelers.
- Housing:** create a variety of housing options that meet community needs (sizes, pricing, location, etc.).
- Economic development:** promote economic growth and employment opportunities, and support existing businesses.
- Public utilities:** maintain and update public utilities (water supply, wastewater, electricity, internet, etc.).
- Food City:** promote a regional food movement and economy that provides development opportunities and enriches community identity.
- Agricultural and natural resources:** conservation of local resources and amenities that define community character.
- Parks and Open Spaces:** conserve natural resources, open spaces, and outdoor recreation.
- Intergovernmental cooperation:** maintain positive relations with partnering governmental agencies (cities, townships, state, etc.).
- Implementation:** plan to launch initiatives to achieve the community visions and goals.

We want to hear from you! Provide your input.
Public input is essential to developing Plans that reflect community values and ideas. Visit the project website to see upcoming engagement events, take the online survey, map your comments, and sign up to receive email updates:
www.complan2045.com/engage

FOR MORE INFORMATION
Visit the project website or scan the QR to learn more about the project:
www.complan2045.com

COMPREHENSIVE PLAN 2045
MOWER COUNTY | CITY OF AUSTIN

Visit the project website for more info, provide your input, and sign up for updates:
www.complan2045.com

Mower Co. and City of Austin seek public input on comprehensive plans

Austin Daily Herald
www.austindailyherald.com

The City of Austin and Mower County are partnering to develop their comprehensive plans in a joint partnership and they are asking the public for help.

There is an online survey available at www.complan2045.com, where people can offer their vision for the City of Austin and Mower County. This is an opportunity to reflect on what a high quality of life will mean for future generations.

See **SURVEY**, Page 2

Survey: Future opportunities to be engaged about plans

From Page 1

Future engagement opportunities include a series of surveys, community workshops, stakeholder focus groups, social media, email updates, and pop-up events.

Initial activities will focus on bringing people together to create an overall vision for both the county and the city. Once a vision is developed for both, the next phase will look for input on what should be priorities and initiatives for land use, economic development, transportation, housing, parks and recreation, infrastructure, and community services.

The city and county are also recruiting community members to serve on each plan's Planning Advisory Committee (PAC). People serving on the PAC will help promote the project, inform residents, guide the planning process, and make sure the plans reflect community input.

Those who are interested in becoming involved should contact Valerie Shedy (Mower County Project Manager) at valerie@complan2045.com, Holly Wallace (City of Austin Project Manager) at holly@complan2045.com, or Nick Novotny (Impact Austin Project Manager) at nick@complan2045.com.

For more information about the Comprehensive Plans, provide your comments, and sign up for email updates visit www.complan2045.com.

Impact Austin MN
August 9

It was a beautiful week to visit the Mower County Fair! Impact Austin was able to talk to 50 MANY members of the community on Wednesday about our upcoming Comprehensive Plan for City of Austin, Minnesota and Mower County Government. If you want to get involved, head over to the official project website you will find surveys, pop up and other event calendars, and an email list to stay up to date with the planning process.

Enjoy the rest of the fair weekend!
Learn more here: <https://www.complan2045.com/>

1 share

Like Comment Share

ENGAGEMENT BY THE NUMBERS



About
5,204
individual visitors

accessed the project website to learn more and receive updates.



About
16,218
interactions

over 100 meetings, workshops, and tabling events.



Over
100
comments and ideas

were received through the online interactive map.



11

Project Advisory Committee meetings were held throughout the project.



Over
400
participants

provided input through the two online surveys.





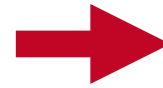
Chapter 4: Land Use



Future Land Use Categories

2016 Comprehensive Plan

- Low Density Residential
- Moderate Density Residential
- Mixed High Density Residential
- Mixed Use
- Commercial/Retail
- Office/Light Industrial
- Industrial
- Public/Institutional
- Park/Open Space



Future Categories

- Mixed Low Density Residential
- Mixed Moderate Density Residential
- Mixed High Density Residential
- Mixed Use
- Mixed Commercial
- Office and Light Industrial
- Heavy Industrial
- Public/Institutional
- Park/Open Space
- Agricultural

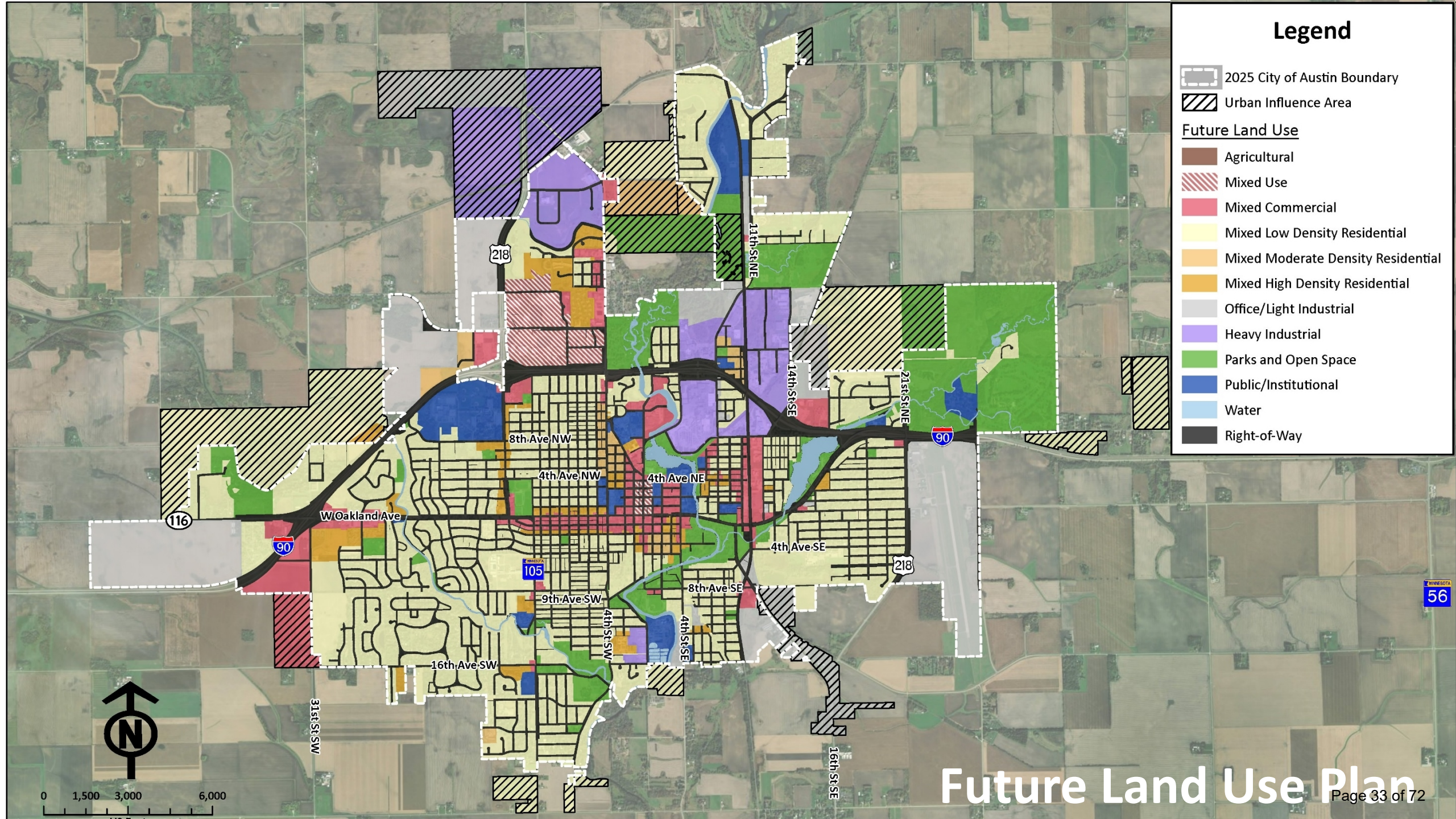
Legend

 2025 City of Austin Boundary

 Urban Influence Area

Future Land Use

-  Agricultural
-  Mixed Use
-  Mixed Commercial
-  Mixed Low Density Residential
-  Mixed Moderate Density Residential
-  Mixed High Density Residential
-  Office/Light Industrial
-  Heavy Industrial
-  Parks and Open Space
-  Public/Institutional
-  Water
-  Right-of-Way



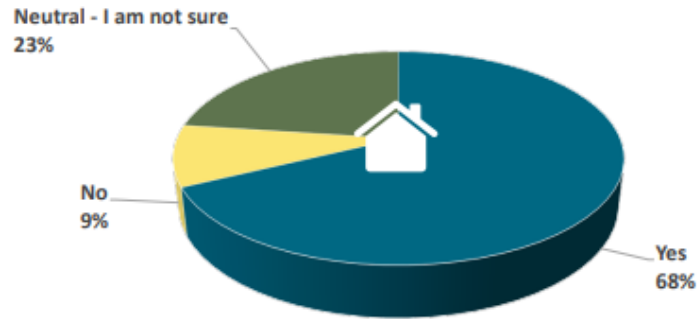


Chapter 5: Housing & Neighborhoods



Chapter 5: Housing & Neighborhoods

Is there a need for more housing?



Housing needs in Austin



Only **25%** of respondents

Responded that there is an adequate supply of properly maintained housing choices.



78% of respondents

Agreed that new neighborhoods should include sidewalks and trails.

Key Recommendations

- Follow 2022 Housing Study recommendations
- Expand housing options
- Encourage infill development
- Rehabilitation of existing homes
- Meet housing needs of older adults
- Encourage Downtown housing
- Downtown experience districts
- Enhance neighborhood character
- Accessory dwelling units

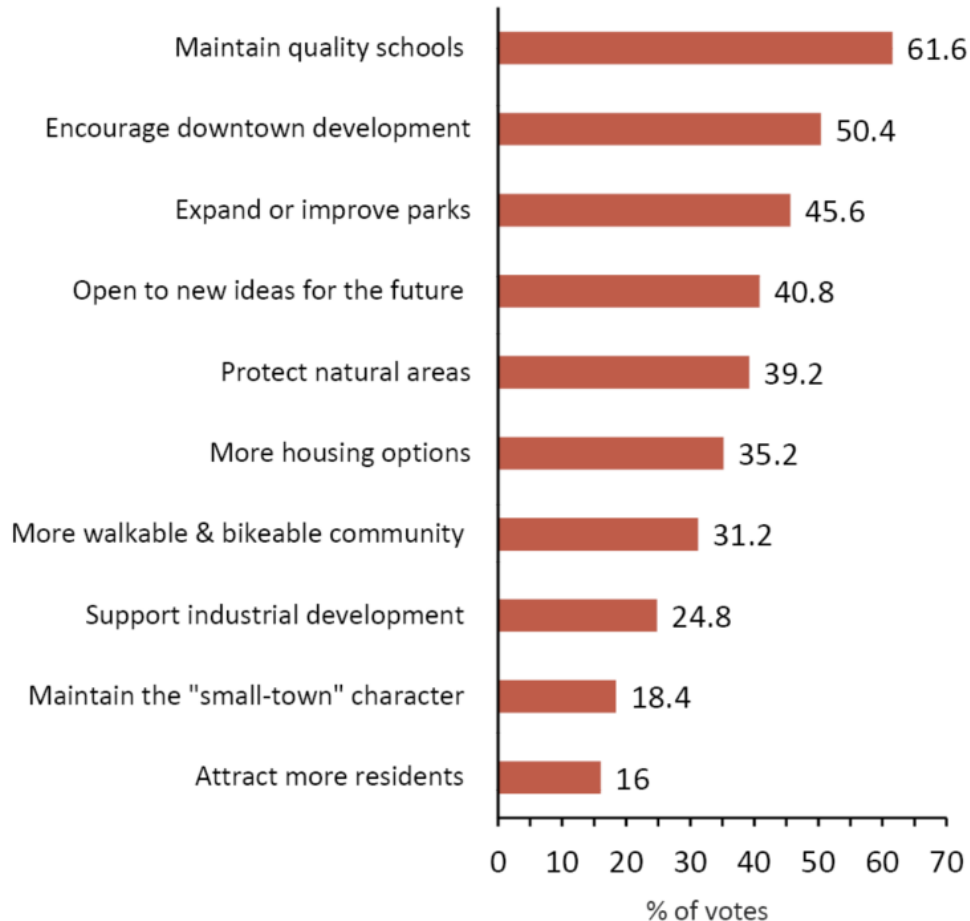


Chapter 6: Economic Development



Chapter 6: Economic Development

What should be the city's top priorities for the future?
Please select your top 5 responses.



Key Recommendations

- Retain and attract businesses and young professionals
- Encourage regional collaboration and investment
- Strengthen the Downtown
- Implement a Food Systems Concept
- Expand recreation/tourism on the Cedar River
- Build a Downtown hotel
- Expand housing options
- Develop an intermodal transportation hub



Chapter 7:
Transportation



Chapter 7: Transportation



77%
of respondents

mentioned they **feel safe using existing sidewalks and trails** in the city.



72%
of respondents

mentioned they would like to **see more trees, benches, etc.** along the streets.

Austin's top transportation goals for the next five years



Add more sidewalks, bike lanes, and trails



Maintain existing roads and infrastructure



Improve sense of safety on trails and sidewalks

Key Recommendations

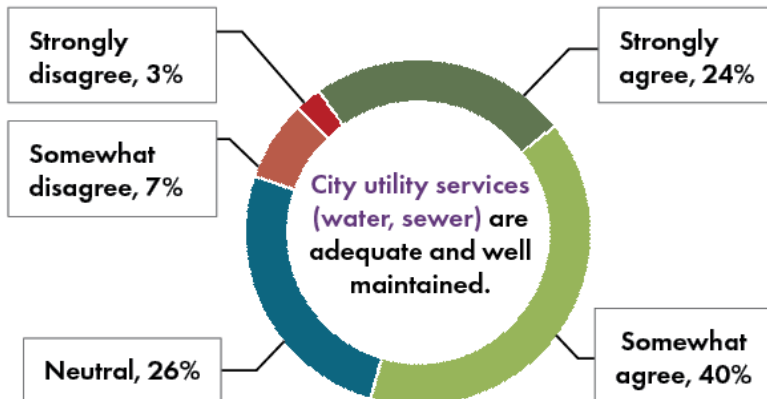
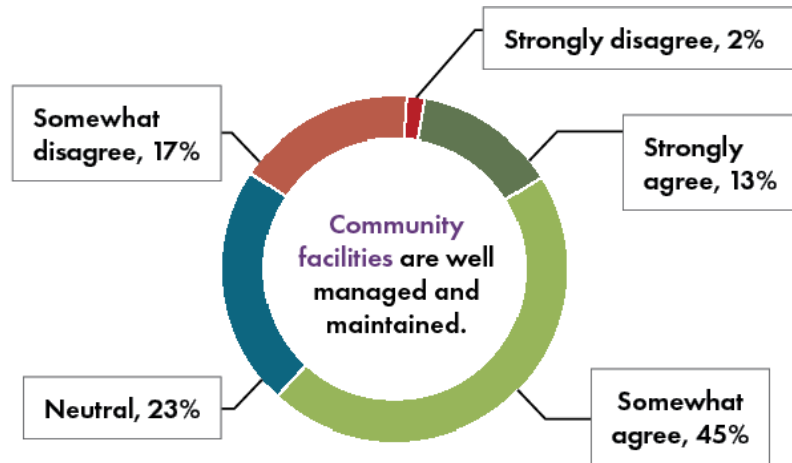
- Build a more connected grid network for all users
- Expand pedestrian and bicycle facilities
- Apply Complete Street Policy (Adopted 2012)
- Expand wayfinding at key locations
- Identify key locations for EV charging stations
- Expand walking and biking in Downtown
- Improve mobility along Oakland Ave (use recommendations from 2025 Building Blocks project)



Chapter 8: Community Facilities and Utilities



Chapter 8: Community Facilities and Utilities



Key Recommendations

- Prioritize repairs and maintenance to the sanitary sewer system based on the 2025 System Evaluation
- Identify locations where existing infrastructure (roads, utilities, etc.) can be efficiently expanded for new development



Chapter 9: Parks and Recreation



Chapter 9: Parks and Recreation

Top Outdoor Park Elements and Recreation Programs Respondents would like to see Improved or Added



Pickleball Courts



Bathrooms



Landscaping



Adult Fitness Classes (Zumba, Yoga, etc.)



63%
of respondents

Agreed that current city parks and nature areas meet their needs for recreation and nature activities.



61%
of respondents

Mentioned that there is a variety of park facility and play equipment for children of varying ages and abilities.



Public comments highlighted that many times **they do not feel a strong sense of safety when traveling along trails.**

Key Recommendations

- Implement recommendations from the 2025 Parks, Recreation, and Trails Master Plan
- Concentrate Austin's resources towards improving prominent parks and recreation facilities
- Enhance the character, recreation, and natural features along the Cedar River
- Improve accessibility to and within parks
- Identify park areas that can be restored with native species to reduce maintenance needs (mowing, watering, etc.) and flooding.
- Prepare a Trails Master Plan



Chapter 10: Implementation



Chapter 10: Implementation

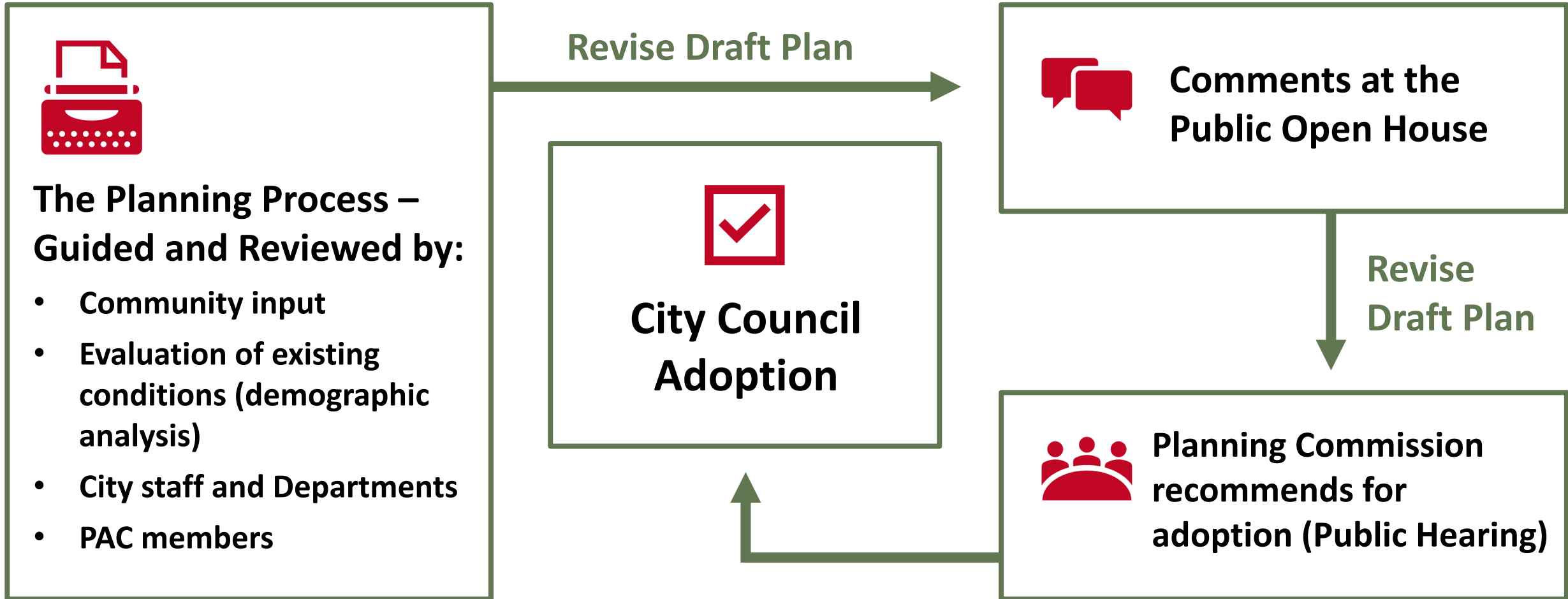
Adoption is only the beginning.

Table 10.1. Implementation Priority Guide

Topic	Action Item	Timeline	Level of Effort	Impact	Champion or “Primary Responsible Party”
Housing	Continue to work with the Austin Housing and Redevelopment Authority (HRA) to advance housing objectives in collaboration with developers, financing entities, and housing organizations.	Ongoing	Low	High	Planning and Zoning (PZ), Housing & Redevelopment Authority (HRA), Planning Commission (PC), City Council (CC), Home Ownership Fund Board (HOFB), Developers (Dev), Finance Institutions (FIN), Nongovernmental or community organizations (NCG)
Economic Development	Work with Discover Austin and DCA to support the ongoing initiatives of the Communities of Practice and Downtown District Councils.	Ongoing	Low	High	PZ, NCG, Development Corporation of Austin (DCA), Austin Area Chamber of Commerce (AACC), Discover Austin (DIS), Communities of Practice (CoP)
Transp.	Apply the Austin Complete Streets Policy.	Ongoing	Low	High	PZ, PC, CC, Public Works (PW), Engineering (ENG)
Transportation	Annually update a Capital Improvement Plan (CIP) to include short- and long-range transportation projects.	Ongoing	Low	High	PZ, PC, CC, PW, ENG
Parks and Recreation	Identify park areas that can be devoted to plant species that require less maintenance and reduce the amount of mowing.	Near term	Low	Medium	PZ, ENG, PW, Parks and Recreation (PR), Parks and Recreation Board (PRB)



Review and Adoption Process



WE ARE HERE



Review the Draft Plan at: <https://www.compplan2045.com/draftplans>

REVIEW THE PLANS!

We are especially grateful to the community members and city staff who shared their experiences and guidance to develop these plans.

Scroll down to view the plans and provide your input.

Since Spring 2024, both Mower County and the City of Austin have been collaborating to develop these plans jointly. The City of Austin and Mower County have completed DRAFT versions of their Comprehensive Plans.

COMPREHENSIVE PLAN 2045
MOWER COUNTY | CITY OF AUSTIN

Purpose of the Plan

Recognizing their deep connection, Mower County and the City of Austin partnered to create coordinated comprehensive plans with a shared vision for 2045. This is a first of its kind partnership that seeks to maximize the region's strengths and opportunities for economic development.

The City of Austin Comprehensive Plan serves as a roadmap to guide growth and quality of life for the next 20 years. The Plan sets goals and strategies that reflect local priorities for a range of key topics, such as land use, housing, economic development, transportation, utilities, community facilities, and parks and recreation. **Recommendations were developed based on existing conditions, data analysis, leading planning trends, and extensive community input.** This Plan should be used and

A landscape photograph of a sunset over a field. The sun is low on the horizon, casting a warm, golden glow across the sky and the field. The sky is filled with scattered clouds, some of which are illuminated by the sun. The field in the foreground is a mix of green and yellow, with a distinct pattern of furrows or rows. In the distance, there are rolling hills and a few trees. On the left side, a barn is visible. The overall mood is peaceful and hopeful.

Let's Plan Our Future.

RESOLUTION NO.

**RESOLUTION ADOPTING THE 2045 COMPREHENSIVE PLAN
OF THE CITY OF AUSTIN, MINNESOTA**

WHEREAS, the City Council has determined that the current Comprehensive Plan for the City of Austin, Minnesota does not accurately represent the optimal use of the city for growth and, therefore, should be amended.

WHEREAS, the new Comprehensive Plan is designed to effectively guide future land use decisions, capital improvements, and policy initiatives; and

WHEREAS, by working in conjunction with the Playbook, it aims to facilitate both short- and long-term implementation actions to foster community growth and development; and

WHEREAS, City Staff and the City Council have reviewed the 2045 Comprehensive Plan and recommends its adoption.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Austin that the 2045 Comprehensive Plan for the City of Austin shall be adopted.

Passed by vote of yeas and nays this 1st day of June, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

City of Austin
Zoning Department



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

Memorandum

To: Mayor and City Council

Cc: Kiet & Hau Nguyen, 15868 Cinnamon Way Rosemount MN 55068

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 607 6th St NW, NGUYEN Property

Date: May 27, 2026

May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of refuse and junk at 607 6th St NW. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

City of Austin
Zoning Department



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

May 5th, 2026

Kiet & Hau Nguyen
15868 Cinnamon Way
Rosemount MN 55068

RE: Housing Violations at 607 6th St NW, Austin, MN 55912

Dear Kiet & Hau:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on May 5th, 2026 at this site and the following issues need to be resolved:

Remove all junk from property

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

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

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

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

B. Public nuisances affecting health

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

D. Public nuisances affecting peace and safety.

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

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

NOTICE AND ABATEMENT.

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

F. The notice shall be served in person or by certified or registered mail. If the premises are not occupied and the owner is unknown, the notice may be served by posting it on the premises. The notice shall specify the steps to be taken to abate the nuisance and the time, not exceeding ten (10) days, within which the nuisance is to be abated.

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

City Code Section 10.14, Subd. 5:

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

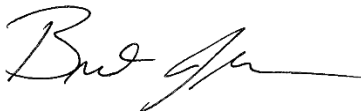
City Code Section 10.14, Subd. 6:

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

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

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

Sincerely,



Brent Johnson
Zoning Inspector



May 27, 2026
11:12 AM



Memorandum

To: City Council

From: Steven Lang, Public Works Director

Date: June 1, 2026

Subject: Approving an Ellis Ditch Climate Resiliency Study

Ellis Ditch Climate Resiliency Study

Council recently approved a grant agreement with the MPCA for the Ellis Ditch Climate Resiliency Study. The project is identified in the 5-year CIP to evaluate stormwater flows in Ellis Ditch and develop a project to improve the storm sewer, sanitary sewer and roadway on 6th Avenue SE. The grant agreement includes the following funding:

- Grant Funds: \$ 96,581.82
- Local SWUD \$ 9,658.18
- Total Project \$106,240.00

We have received a proposal from WHKS to fulfil the requirements of the grant. The project will expand on the City's 2025 flood reduction feasibility study and study surface flooding impacts under extreme rainfall events in the Ellis Ditch drainage area. The study will result in the following items:

- 1D/2D hydraulic model simulations of future, intense rainfall events in the Ellis Ditch drainage area
- 2D flood depth and extent maps
- Prioritized list of potential infrastructure improvements that reduce the risk of flooding and sewer backups in the Ellis Ditch drainage area
- Preliminary construction plans for prioritized infrastructure improvements
- Council and landowner meeting presentation slides summarizing the study results

Scope of Service

- Project Management and Meetings
- Data Collection and H & H Model Development
- Infrastructure Improvement Plan
- Grant Administration

As part of the grant, City staff will complete all necessary topo surveying as part of the local match for the grant. I would request Council approval of the WHKS proposal in the amount of \$96,600 with funding from the MPCA Resiliency Grant. Please let me know if you have any questions.



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Austin, MN** 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 **Ellis Ditch Climate Resiliency Study**.

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:

Study and planning phase 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:


Lump Sum Fee of \$96,600 including Expenses.

Executed this _____ day of _____, 2026

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: Craig Clark
Title: City Administrator

Exhibit A to Professional Services Agreement

A. Project Description:

The City received a Minnesota Pollution Control Agency (MPCA) Stormwater Resilience Planning Grant in March. The grant requires a 10% match, which the City will fulfil with staff time.

The project will expand on the City's 2025 flood reduction feasibility study and study surface flooding impacts under extreme rainfall events in the Ellis Ditch drainage area. The study will result in the following items:

- 1D/2D hydraulic model simulations of future, intense rainfall events in the Ellis Ditch drainage area
- 2D flood depth and extent maps
- Prioritized list of potential infrastructure improvements that reduce the risk of flooding and sewer backups in the Ellis Ditch drainage area
- Preliminary construction plans for prioritized infrastructure improvements
- Council and landowner meeting presentation slides summarizing the study results

B. Scope of Services Provided Under This Agreement:

1. **Project Management & 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 two (2) meetings for the project.

2. **Data Collection and H & H Model Development**

- Develop a 1D/2D hydrologic & hydraulic model in InfoWorksICM of the Ellis Ditch drainage area and run a range of simulations under the 25-year and 100-year, 24-hour rainfall depths under shorter (12-hour, 6-hour, and 3-hour) durations based on Atlas-14, volume 8, version 2) to simulate future, intense rainfall events.
- Create flood maps depicting the extent and depth of ponding over the ground surface.
- City staff will coordinate collection of additional survey data, as needed.
- Identify potential infrastructure improvements that reduce the risk of flooding and sewer backups in the Ellis Ditch drainage area. These improvements may include upsizing stormwater culverts, raising roadway centerlines, constructing flood berms, and constructing upstream detention ponds.
- Complete wetland delineations and mitigation in the project area.
- Complete pond depth survey in Johnson's Pit.

3. Infrastructure Improvement Plan

- Prioritize the storm water infrastructure and street improvements for implementation that have the biggest impact on protecting homes from future flood events.
- Identification of other future funding opportunities and implementation partners, such as Cedar River Watershed District and Mower County Soil and Water Conservation District.
- Develop presentation slides summarizing the study. City staff will present the study results to the City Council, Cedar River Watershed District, Mower SWCD, and private landowners. City staff will hold a public information meeting with the Ellis Ditch drainage area residents to discuss the climate data, modeling results and proposed improvements to increase resiliency of the neighborhood to future flooding.
- Develop preliminary construction plans for the prioritized infrastructure improvements that show the character and scope of work to be performed by contractors on the Project
- Prepare opinion of probable construction cost on preliminary plans.
- Preliminary plans to include previously prioritized improvements of Johnson's Pit, 4th Avenue Storm Sewer, pedestrian trail and miscellaneous Ellis Ditch updates west of 18th Street SE.

4. Grant Administration

- Submit final MPCA grant project report.
- Provide electronic files of all project deliverables to the MPCA.

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. Easement research, plats or descriptions
2. Negotiation for easements or land acquisition
3. Special assessment assistance
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. Geotechnical design/recommendations
8. 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
9. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
10. Attendance at additional meetings (other than those listed above)
11. Construction phase engineering services, including construction administration, staking, construction observation, preparation of record drawings and project close-out services

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

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

2. Governing Law

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

3. Standard of Care

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

4. Integration

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

5. Guarantees and Warranties

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

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

6. Indemnification

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

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

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

7. Billing and Payment Provisions

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

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

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

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

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

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

8. Ownership of Records

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

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

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

9. Delivery of Electronic Files

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

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

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

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

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

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

10. Changed Conditions

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

11. Permits and Approvals

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

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

12. Suspension of Services

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

13. Termination

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

14. Unauthorized Changes

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

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

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

15. Jobsite Safety

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

16. Additional Services

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

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

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

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

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

17. Dispute Resolution

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

18. Third Party Beneficiaries

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

19. Extension of Protection

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

20. Timeliness of Performance

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

21. Delays

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

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

22. Right to Retain Subconsultants

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

23. Assignment

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

24. Severability and Survival

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

25. Hazardous Materials

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

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

26. Joint Participation

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

27. Record Documents

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

Revised 02/23/07

Revised: 04/29/09

RESOLUTION NO.

**APPROVING A SANITARY SEWER STUDY OF THE ELLIS DITCH
TO BE CONDUCTED BY WHKS**

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

WHEREAS, the project involves evaluating stormwater flows in Ellis Ditch and developing a project to improve the storm sewer, sanitary sewer and roadway on 6th Avenue SE; and

WHEREAS, the proposal for the services is in the amount of \$9,658.18 using local Stormwater Utility District Funds;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin approves the agreement with WHKS.

Passed by a vote of yeas and nays this 1st day of June, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor



Memorandum

To: City Council

From: Steven Lang, Public Works Director

Date: June 1, 2026

Subject: Approving the Central Garage Roof Replacement

Central Garage Roof Replacement

In the 2026 CIP, we have identified replacement of the roof at the Central Garage. The original roof was constructed in 2003, patched in 2020 and is now scheduled for replacement with an estimated budget of \$500,000.

Attached is a proposal from WHKS in the amount of \$9,300 to develop specifications and solicit bids for the project.

I would request Council approval of the WHKS proposal in the amount of \$9,300 with funding from the overall project budget. Please let me know 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 **Public Works Building Roof Replacement**.

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 1-3 - Billed Hourly with an Estimated Fee of \$9,300. 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 _____, 2026

City of Austin – Port Authority, 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: Craig Clark
Title: City Administrator



Exhibit A to Professional Services Agreement

A. Project Description:

The project consists of design and bid engineering services for a new roof system for the Public Works Building at 1500 11th Drive NE, Austin, MN 55912. The existing membrane roof system will be replaced in kind, and roof insulation will be replaced as needed. Plans and specifications will be completed for the selected option for construction in 2026.

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 one (1) meeting for the project.

2. Roof System Design

- WHKS will make one site visit to verify existing conditions.
- Prepare plans and specifications to show the character and scope of work to be performed by contractors on the Project for the selected option.
- Furnish one (1) original signed copy of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders using 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 receiving and tabulation of Contractors' proposals and awarding construction contract.

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. Easement research, plats or descriptions
2. Permits other than those identified above
3. Funding assistance, including grant and/or loan applications
4. Structural evaluation and/or design (other than what is listed above)
5. Attendance at additional meetings (other than those listed above)
6. Construction phase engineering services, including construction administration, staking, construction observation, preparation of record drawings and project close-out services

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

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

2. Governing Law

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

3. Standard of Care

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

4. Integration

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

5. Guarantees and Warranties

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

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

6. Indemnification

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

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

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

7. Billing and Payment Provisions

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

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

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

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

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

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

8. Ownership of Records

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

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

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

9. Delivery of Electronic Files

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

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

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

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

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

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

10. Changed Conditions

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

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

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

12. Suspension of Services

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

13. Termination

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

14. Unauthorized Changes

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

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

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

15. Jobsite Safety

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

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

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

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

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

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

17. Dispute Resolution

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

18. Third Party Beneficiaries

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

19. Extension of Protection

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

20. Timeliness of Performance

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

21. Delays

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

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

22. Right to Retain Subconsultants

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

23. Assignment

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

24. Severability and Survival

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

25. Hazardous Materials

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

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

26. Joint Participation

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

27. Record Documents

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

Revised 02/23/07

Revised: 04/29/09

RESOLUTION NO.

**APPROVING AN AGREEMENT WITH WHKS FOR PROFESSIONAL SERVICES RELATING
TO THE PUBLIC WORKS BUILDING ROOF REPLACEMENT**

WHEREAS, the City has received a proposal from WHKS, for professional services related to the roof replacement at the Public Works Building located at 1500 11th Drive NE for the City of Austin; and

WHEREAS, the project consists of design and bid engineering services; and

WHEREAS, the proposal for the services is in the amount of \$9,300; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin approves the agreement with WHKS.

Passed by a vote of yeas and nays this 1st day of June, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor