



**AGENDA
CITY COUNCIL MEETING
MONDAY, JUNE 15, 2026
5:30 PM
CITY HALL COUNCIL CHAMBERS**

Call to Order/Pledge of Allegiance

Roll Call

1. Adoption of Agenda
2. Approving minutes from June 1, 2026
3. *Consent Agenda
 - a. Licenses
Tree Service: Koehler's Yard Service, Austin, MN
Mobile: Essential Foods, Joplin, MO
Low Potency Hemp Edible Registration: Cheers Vape, Austin, MN
Low Potency Hemp Edible Registration: Bell Liquor, Austin, MN
 - b. Events
%k Fun Run and Walk on June 26, 2026
We the People on June 27, 2026
Darren Dash on July 3rd, 2026
 - c. Financial Reports
Pre-list of Bills
4. Recognitions and Awards
5. Proclamation
 - a. Parks and Recreation Month
6. Presentation
 - a. Discover Austin - Nancy Schnable

Public Hearings

Bids & Awards

7. Hazardous Housing Asbestos Removal - 104 3rd Avenue SE
 - a. Resolution — Awarding Bid for Asbestos Abatement
8. 2026 Street Striping Project
 - a. Resolution — Awarding Bid for Pavement Striping

Petitions and Requests

9. WWTP Expansion & Phosphorus Reduction Project, Change Order 012
 - a. Resolution — Approving Change Order No. 12
10. Interim City Administrator Agreement
 - a. Resolution — Approving an Independent Contractor Agreement with Dave Unmacht
11. I-90 Business Park Plat
 - a. Resolution — Accepting Final Plat for I-90 Business Park
12. Audit Assistance Services Contractor Agreement
 - a. Resolution - Approving an Independent Contractor Agreement with Bradley Carlton
13. 2025 Audit Update
 - a. Resolution — Approving Temporary Assistance for the 2025 Financial Audit
14. Council Chambers Panic Hardware, Door Replacement, and Lock Replacement
 - a. Resolution — Approving City Hall and Council Chambers Safety & Security Improvements

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

Council Members

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.



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

MEMBERS PRESENT: Mayor Steve King, Council Member-At-Large Jeff Austin, Council Member Rebecca Waller, Council Member Mike Postma, Council Member Laura Helle, Council Member Oballa Oballa, Council Member Paul Fischer

MEMBERS ABSENT: Council Member Jason Baskin

MEMBERS LATE/EXITING:

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

APPEARING IN PERSON: Austin Daily Herald, Representative Patricia Mueller, Members of the Community, Firefighters from the Austin Fire Department

Call to Order/Pledge of Allegiance

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

Roll Call

1. Adoption of Agenda

Moved by Council Member Fischer, seconded by Council Member Waller, approving the agenda. Carried.

2. Approving minutes from May 18, 2026

Moved by Council Member Fischer, seconded by Council Member Postma, approving Council minutes from May 18, 2026. Carried.

3. *Consent Agenda

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

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

Interim Fire Chief Troy Tigner introduced the new Firefighter, Matthew Hatten. He was pinned by his wife. Mayor King congratulated him.

5. Presentation

a. Representative Patricia Mueller

Representative Patricia Mueller gave an update on the legislative session to Council and to the community members in attendance.

Public Hearings

None

Bids & Awards

None

Petitions and Requests

6. Requesting approval of an ordinance amendment to City Code Chapter 11

Planning and Zoning Administrator Holly Wallace stated Twin homes (also known as zero-lot-line two-unit town homes) 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. Ms. Wallace requested an amendment to the ordinance and stated this would apply to R-1 and R-2 residential zoning districts. She stated this ordinance will be effective upon publication and apply retroactively to twin homes in the same districts.

a. For preparation of the ordinance

Moved by Council Member Postma, seconded by Council Member Waller, for preparation of the ordinance. Carried.

b. For adoption of the ordinance

Moved by Council Member-at-Large Austin, seconded by Council Member Oballa, for the adoption of the ordinance amendment to City Code Chapter 11. Carried 6-0.

7. Adoption of the 2045 Comprehensive Plan

a. Resolution — Adopting the 2045 Comprehensive Plan

Moved by Council Member Fischer, seconded by Postma, adopting a resolution approving the 2045 Comprehensive plan. Carried 6-0.

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

Moved by Council Member Postma, seconded by Council Member Waller granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 607 6th Street NW, Nguyen Property. Carried.

9. Approving an Ellis Ditch Climate Resiliency Study

Public Works Director Steven Lang stated 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

The Engineering Department received a proposal from WHKS to fulfill 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. Mr. Lang would request Council approval of the WHKS proposal in the amount of \$96,600 with funding from the MPCA Resiliency Grant.

a. Resolution — Approving Engineering Services with WHKS

Moved by Council Member Oballa, seconded by Council Member Fischer, adopting a resolution approving an agreement for engineering services with WHKS. Carried 6-0.

10. Approving the Central Garage Roof Replacement

Public Works Director Steven Lang stated in the 2026 CIP, they 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. They received a proposal from WHKS in the amount of \$9,300 to develop specifications and solicit bids for the project. Mr. Lang requests Council approval the of WHKS proposal with funding from the overall project.

a. Resolution — Approving Engineering Services with WHKS

Moved by Council Member Fischer, seconded by Council Member Oballa, adopting a resolution approving an agreement for professional services with WHKS. Carried 6-0.

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.

Heather Novak, 611 14th Street NW, stated she recently put her home up for sale and due to the new City Point of Sale Ordinance, her sewer inspection failed. Due to this, she is in financial debt and there is no grant funding available. She would like the City to consider grandfathering prior inspections done before this ordinance was adopted.

Kris Heichel, Fairway Mortgage, stated she would like to get a work session to address issues she has seen with the new ordinance in the first three months it has been implemented.

Public Works Director Steven Lang stated they have conducted 197 inspections in the first three months of the program. 85% of those have been turned around in six days or less. Mr. Lang stated of the 197 inspections, 128 or 65% of these have passed, 38 or 19% of them have failed, and 30 or 15% of them are incomplete. He stated the failures are due to illicit connections or

failures in the pipes.

Council Member-at-Large Austin stated he would not be opposed to getting the working group back in session to have a discussion.

Council Member Oballa was in agreement with Council Member-at-Large Austin.

Realtor, Matt Bartholomew, requested they look at creating a priority review process.

Realtor, Molly Cass, stated closings are not happening on time due to delays. She stated plumbers are 2–3 weeks out. She also stated right now is their busiest time of the year. She would like to see a document created that shows real-time updates on the status of inspections.

Public Works Director Steven Lang stated they would have to research what would be a way they could achieve this, or if there would be a product that would suit this type of use.

Honorary Council Member Comments

None

Reports and Recommendations

City Administrator Craig Clark stated this would be his last Council meeting after being with the City for 11 1/2 years. He thanked all who supported him in his position.

Library Director Julie Clinefelter stated the Summer Reading Program started June 1st and runs through August 8th.

Finance Director Emily Burns updated the Council on progress within the Finance Department, noting that much of the past six months has been dedicated to completing the annual audit following staffing transitions and the departure of a longtime employee, resulting in a significant loss of institutional knowledge. While the department remains staffed with experienced personnel, additional time has been needed to address the learning curve and complete audit-related work. Staff are considering requesting a short extension from the State Auditor's Office, which would provide additional time to finalize the audit without penalties and would also require a corresponding extension request to maintain the City's Government Finance Officers Association reporting award. Ms. Burns also asked the Council to consider authorizing temporary outside assistance to help complete the audit and keep budget planning for 2026 and 2027 on schedule. The Council was informed that penalties would only become a concern if reporting deadlines extended beyond September, which staff do not anticipate.

Council Member-at-Large Austin was in support of bringing Tom Dankert, the previous Director of Administrative Services, back to assist with the audit.

Council Member Helle is in agreement with Council Member-at-Large Austin.

Council Member Postma stated it appears as they may need someone to be hourly to assist them

and if that may be the case he would like to get them this assistance.

Mr. Clark stated the City is committed to bringing whatever resources are necessary to complete the audit. He also stated that Abdo offers these services.

Council Member Oballa stated he would like to act now instead of waiting until the last minute.

Mayor King stated they have not waited until the last minute. There has been discussion on this and they have looked closely into Abdo.

Council Member Waller thanked Mr. Clark for his service to the City.

Council Member Postma thanked Mr. Clark for his service to the City.

Council Member-at-Large Austin thanked Mr. Clark for his service to the City.

Council Member Helle congratulated all the high school and college graduates. She stated 4th Avenue Fest is on Wednesday at Horace Park from 4pm to 7pm. She thanked Mr. Clark for his service to the City.

Council Member Oballa thanked Mr. Clark for his service to the City. He thanked the Point of Sale working group for their continued work.

Council Member Fischer thanked Mr. Clark for his service to the City.

Mayor King read the June Employee Anniversaries. He thanked Mr. Clark for his service to the City.

Adjourn

Moved by Council Member-at-Large Austin, seconded by Council Member Oballa, adjourning the meeting to June 15, 2026. Carried.

Adjourned: 6:29 p.m.

Approved: 06/15/26

Mayor:

City Clerk:

From the Office of the Mayor



500 Fourth Avenue NE
Austin, Minnesota 55912-3773
Phone: 507-437-9965
Fax: 507-434-7197
www.ci.austin.mn.us

Proclamation

- WHEREAS:** *parks and recreation is an integral part of communities throughout this country, including Austin MN; and*
- WHEREAS:** *parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and*
- WHEREAS:** *parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and*
- WHEREAS:** *parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and*
- WHEREAS:** *parks and recreation programming, such as youth sports and environmental education, are critical to childhood development; and*
- WHEREAS:** *parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and*
- WHEREAS:** *parks and recreation is fundamental to the environmental well-being of our community; and*
- WHEREAS:** *parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and*
- WHEREAS:** *our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and*

From the Office of the Mayor



500 Fourth Avenue NE
Austin, Minnesota 55912-3773
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WHEREAS: *the U.S. House of Representatives has designated July as Parks and Recreation Month; and*

WHEREAS: *The City of Austin and the Parks, Recreation, & Forestry Department recognize the benefits derived from parks and recreation resources.*

NOW, THEREFORE, *I, Stephen M. King, Mayor of the City of Austin, Minnesota, do hereby recognize the Month of July as Parks and Recreation month in the community of Austin.*

This designation highlights the importance of our community's green spaces, recreational facilities, and the valuable programs the Parks, Recreation and Forestry Department offers. We encourage all residents to take advantage of the numerous outdoor activities, events, and resources available this month, fostering a deeper connection to nature and promoting a healthy, active lifestyle for individuals and families alike.

A handwritten signature in blue ink, consisting of a stylized 'S' and 'K'.

Stephen M. King
Mayor





2025 ANNUAL REPORT



2025 was a year of growth, connection, and community engagement for Discover Austin, MN.

Throughout the year, we focused on showcasing Austin, Minnesota as a vibrant destination for visitors, residents, and regional travelers.



PLAYING CARDS

Ready to THRIVE in 2025! Well, here is a fun opportunity – Discover Austin, MN created Austin, Minnesota playing cards. This deck of 52 cards each highlights a place, business, activity, event, or organization in our community.



THOMPSON HILL

I spy with my little eyes: AUSTIN, MN. Thanks Explore Minnesota for highlighting Austin, MN at the Thompson Hill Travel Information Center.

A Day in Austin, Minnesota...

There are so many ways to have a Pretty day in Austin, MN that it can be Fun to capture them all. The first thing I do when I get into Austin, MN is to swing by Collectors for my favorite Beer. If I'm Stucky for breakfast, the locals say that Spam is the best place to have some Spam. Once fueled up, I head over to Water Center to get in some exercise and take in the fresh air. I might even find some time to Swim if the weather cooperates. Now that I've burned up some energy, it's time to eat. I've been craving some Italian so I make a beeline for Kennos to order their famous Wally that I heard about on the "Wright Here, Right Now" podcast. They don't call him John "Right" for nothing; the food was Tasty, just like he said it would be. Feeling full, it's time to stretch my legs with some retail therapy. I'm looking for the perfect gift to give my Mom for their surprise 30 birthday party. I wander into Sweet Peas and find just the Large something and lo and behold they have a Car for sale! It even comes in my Dad's favorite color, Blue. It's getting late in the day, but I have just enough time to stop at Coffee House and cross Fun of Friends off my Austin, MN bucket list before I head home. What a great day in Austin, MN!

MAD LIBS

Are you familiar with MAD LIBS? Mad Libs is a word game where players prompt others for words to fill in blanks in a story, which is then read aloud. We invited residents to be tourists in their hometown and participate in Austin, MN Mad Lib... The results were intriguing.

A Day in Austin, Minnesota...

There are so many ways to have a funny day in Austin, MN that it can be explore to capture them all. The first thing I do when I get into Austin, MN is to swing by Bar for my favorite Beer. If I'm looking for breakfast, the locals say that Bar is the best place to have some eggs. Once fueled up, I head over to Park to get in some exercise and take in the fresh air. I might even find some time to Run if the weather cooperates. Now that I've burned up some energy, it's time to eat. I've been craving some Chinese so I make a beeline for Bissably to order their famous Spork that I heard about on the "Wright Here, Right Now" podcast. They don't call him John "Right" for nothing; the food was seris, just like he said it would be. Feeling full, it's time to stretch my legs with some retail therapy. I'm looking for the perfect gift to give my Mom for their surprise 50 birthday party. I wander into Arts Center and find just the sleep something and lo and behold they have a Man for sale! It even comes in my Sister's favorite color, Blue! It's getting late in the day, but I have just enough time to stop at Angus Hog and cross Bledman off my Austin, MN bucket list before I head home. What a great day in Austin, MN!

TRADESHOWS

Putting Austin, MN on the map and promoting Austin, MN and all it has to offer at numerous tradeshows including Field Trip Adventures at Whirlyball Twin Cities. #VisitAustinMN



RIVERLAND KIOSK

Tournament Teams...

The Riverland Sports Complex Kiosk is ready to welcome visitors to Austin, MN for summer baseball.

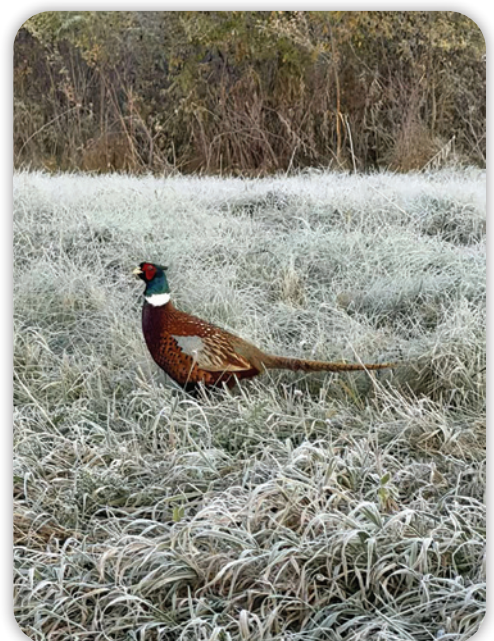


BILLBOARD

LOOK... Austin, MN billboard on I-90 eastbound.

Did you know?? Visitors to a community have a significant economic impact, generating revenue, supporting local businesses, creating jobs, and contributing to infrastructure development!





Community Engagement and Promotion

Discover Austin, MN continued to build a strong digital presence, connecting with thousands of followers through engaging content, local storytelling, and event promotion. Social media remained a key tool in highlighting the people, places, and experiences that make Austin unique.



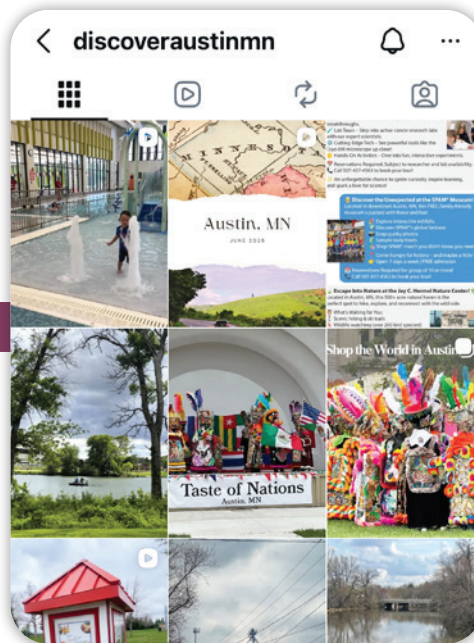
SOCIAL MEDIA

Facebook
5,900 Followers
 11% Increase YOY

YouTube
85 Subscribers
 10% Increase YOY

Instagram
1,068 Followers
 5% Increase YOY

Podcast:
16,491
 66% Increase YOY



VISITOR GUIDE

The 2025 Austin, MN Visitor Guide was a 32 page publication that welcomed visitors to our incredible city.

Mailed
1,032

Displayed
19,170

Welcome Bags:
4,498



TOUR AND TRAVEL

Overnight Travelers
\$195,174.69
 7% Increase YOY

Tour Groups
107

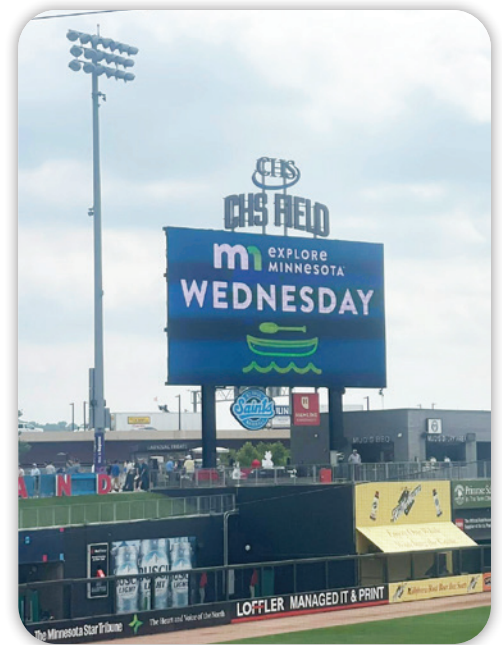
Visitors
3,521

Top States
 Minnesota, Iowa, Wisconsin,
 Kansas, Michigan, South
 Dakota, Illinois, Nebraska,
 Ohio and Pennsylvania



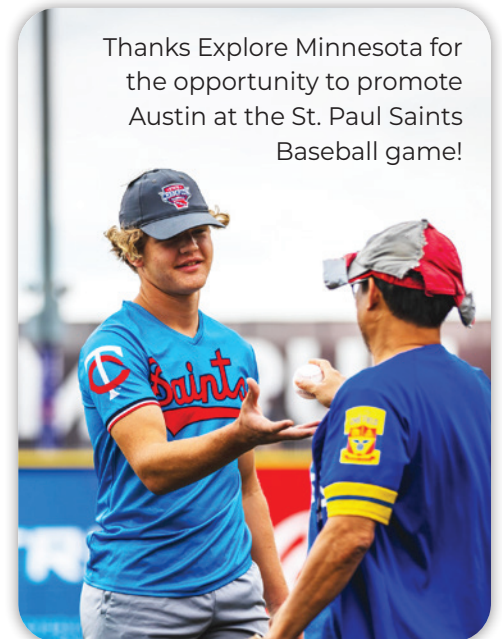
Local Business and Partner Support

Collaboration remained at the heart of our work. Discover Austin, MN partnered with local businesses, non-profit organizations, and community groups.



A group of kids, ages 10–16, from the Republic of Colombia in South America are visiting Austin, MN for a special reason – to experience skating on Minnesota Ice! They booked ice time at Riverside Arena hoping to enjoy this unique part of our culture. Also, they requested for Austin, MN hockey players to join them – Amazing experience for all.

Thanks Explore Minnesota for the opportunity to promote Austin at the St. Paul Saints Baseball game!



By **amplifying** partner content and initiatives, we **strengthened** and **encouraged** visitors to explore everything Austin has to offer.



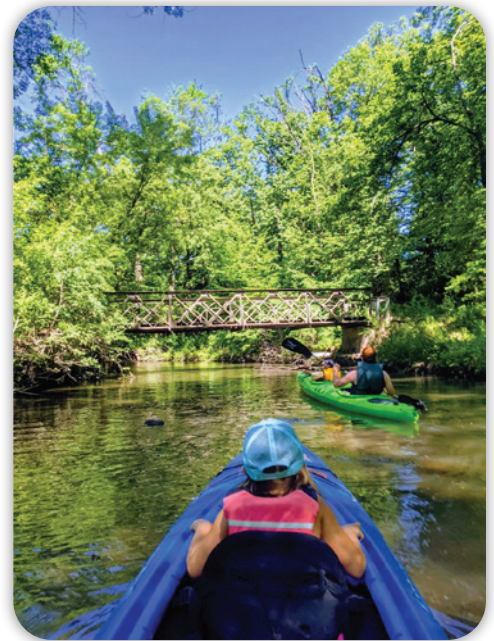
A group visits the Grand Meadow Chert Quarry – the FIRST one of its kind in Minnesota is located in Mower County.

Outdoor Recreation and Attractions

We continued to promote Austin's outdoor assets and attractions.

These efforts **reinforced** Austin's identity as a regional **outdoor recreation** hub.

Chris P. Bacon was busy promoting Austin at RAGBRAI.



VISITORS!!!! Austin, MN is excited to announce a BIKE BORROW program when you visit Austin, MN. Stop by Hot Off the Press Coffee and Comics to learn more.... THANK YOU, Rydjour Bike Shop.



Destination Branding, Events and Tourism

Discover Austin, MN highlighted the community's energy that drew both local and regional audiences through seasonal festivals, events, attractions and unique experiences.



THIS TINY BURGER JOINT IN MINNESOTA HAS A LOOSE MEAT SANDWICH KNOWN AROUND THE WORLD



These efforts helped position Austin as a **welcoming** and **active destination** year round.



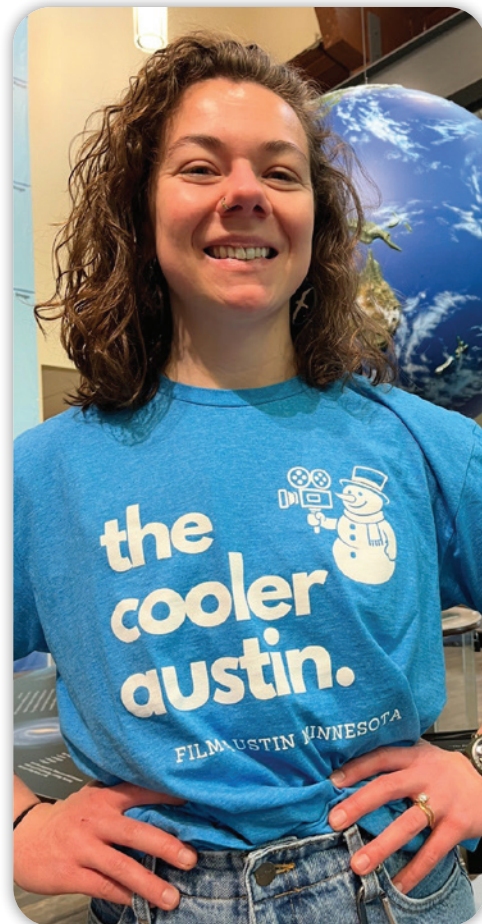
This storytelling helped **elevate** Austin's brand as a place with **something for everyone.**

Looking Ahead to 2026

As we move forward, Discover Austin, MN will continue to expand tourism marketing efforts, strengthen partnerships, enhance visitor experiences, and grow community engagements both online and in person.



Welcome to City of Austin, Minnesota... This group is from Wisconsin and heading West – BUT first a stop at the SPAM® Museum. #TourismMatters



ROAD TRIP TO AUSTIN MINNESOTA

SPAM MUSEUM
FREE Admission

Jay C. Hormel Nature Center
FREE Admission

Main Street Pinball
\$10 All Day Play Friday & Saturday

Relax & Rest
in one of our hotels!

Food Lovers
Enjoy 60+ delightful dining locations PLUS Lilian's Table at the Hormel Historic Home

Discover Austin Minnesota
AustinMN.com

2025 BOARD OF DIRECTORS



Randy Forster
Chair

Mower County Historical Society
& Somerset Theatre



Wendy Anderson
Vice Chair
Launch



Chelsey Lustig
Secretary
The Hormel Institute



Liz Kellner
Treasurer
Nexus Gerard



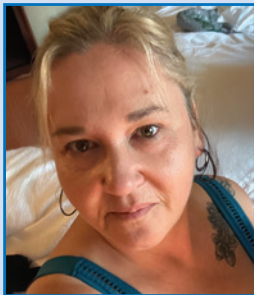
Savile Lord
Member at Large
SPAM® Museum



Mike Ankeny
Member at Large
Mower County Commissioner
& Ankeny's MiniMart



Ryan Mayers
Member at Large
Austin Public Schools



Angie Mlenar
Hotel Representative
Cobblestone Hotel & Suites



Jason Sehon
Austin Park & Rec
Representative



Joe Bower
Austin Area Chamber of
Commerce Representative



Mike Postma
City Council
Representative



www.AustinMN.com



visitor@AustinMN.com



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[@DiscoverAustinMN](https://www.instagram.com/DiscoverAustinMN)
[#VisitAustinMN](https://www.instagram.com/DiscoverAustinMN)

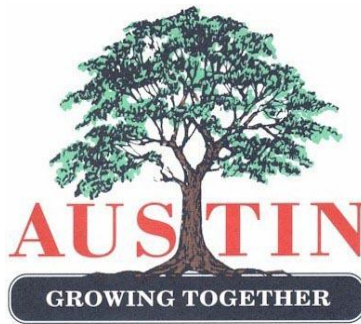


[@DiscoverAustinMN2213](https://www.youtube.com/DiscoverAustinMN2213)



Discover Austin, MN Podcast
Wright Here, Right Now Podcast

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 & Council
From: Brent Johnson, Zoning Department
Date: June 9, 2026
Subject: Bids – Asbestos Abatement
104 3rd Ave SE

The City of Austin received bids for the removal of asbestos containing materials located at 104 3rd Ave SE. Work will consist of the removal of exterior siding and duct insulation. The bids are summarized below.

<u>Contractor</u>	<u>Total</u>
Asbestrol, Inc.	\$8,320.00
JMax Specialty Contracting	\$6,345.00

The asbestos abatement will be funded through the nuisance/hazardous building budget. We would recommend awarding the asbestos abatement to JMax Specialty Contracting. If you have any questions, please contact me.

Asbestos testing	\$695.76
Asbestos Abatement	\$6,345.00

RESOLUTION NO.

AWARDING BID FOR ASBESTOS ABATEMENT

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

Removal of Asbestos at 104 3rd Avenue SE

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

<u>Contractor</u>	<u>Total</u>
Asbestrol, Inc.	\$8,320.00
JMax Specialty Contracting	\$6,345.00

AND, WHEREAS, it appears JMax Specialty Contracting is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Austin, Minnesota that the bid of JMax Specialty Contracting is hereby accepted and the Mayor and City Engineer are hereby authorized and directed to enter into the standard city contract with JMax Specialty Contracting in the name of the City of Austin for the following:

Removal of Asbestos at 104 3rd Avenue SE

Passed by a vote of yeas and nays this 15th day of June, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

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



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

Memorandum

To: Mayor & Council
From: Andrew Sorenson, PE
Date: June 15, 2026
Subject: Bids – Pavement Striping

We received quotes for pavement striping on June 4, 2026. Work will consist of approximately 42 miles of striping along 25 miles of roadway. The paint will be a combination of solid yellow or white and dashed yellow or white. The following types of lines will be painted:

- Centerlines
- Turn Lanes
- Bike Lanes
- Shoulder Fog Lines

The quotes are summarized below.

<u>Contractor</u>	<u>Quote</u>
Sir Lines-A-Lot	\$13,554.00
Century Fence	Quote requested, but no quote received
Warning Lites	Quote requested, but no quote received

We would recommend awarding the project to Sir Lines-A-Lot. The work will be funded through the Sign & Traffic Department. If you have any questions, please contact me.

Miscellaneous pavement markings will be completed by the Sign & Traffic Dept staff. The type and approximate number are listed below:

- Crosswalks (270)
- Turn Arrows (136)
- Bike Lane Symbols (49)
- Parking Lots (38)
- Yellow Curb (unknown quantity)

Sign & Traffic Department	43170.6309	\$ 13,554.00
2025 Cost	\$15,196.32 (Sir Lines-A-Lot)	
2024 Cost	\$15,126.26 (Sir Lines-A-Lot)	
2023 Cost	\$13,403.20 (Sir Lines-A-Lot)	
2022 Cost	\$ 8,919.90 (Traffic Marking Services Inc.)	

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



Steven Lang, P.E.
City Engr./P.W. Director
507-437-9950
Fax 507-437-7101
slang@ci.austin.mn.us

Bid Form and Specifications CP 26306 – 2026 Pavement Marking

The City of Austin is requesting quotes for pavement markings throughout the City's street system. The pavement markings are generally for centerlines, bike lanes, turning lanes, etc. Crosswalks, stop bars, symbols, etc. will be painted by city crews.

Please return bid form to Andrew Sorenson at ASorenson@ci.austin.mn.us by **Thursday, June 4th, 2026**.

Schedule

Begin Work: After Bid Award **Complete Work:** Before August 7th, 2026

Specifications

1. Contractor shall use yellow or white reflectorized pavement marking paint in the locations identified on the provided map. Detailed maps will be provided to the selected contractor.
2. Pavement marking paints shall meet MnDOT specifications for High Solids Water Based Traffic Paint.
3. Apply glass beads at a rate of 8 lbs/gallon of paint.
4. Contractor will provide traffic control necessary to protect fresh paint and to safely paint streets while maintaining traffic.
5. City will provide paper and electronic maps of paint striping maps.
6. City will have a contact person available to answer any questions and identify streets for painting.
7. All quantities are estimated; actual quantities may be higher or lower than those on the table below.
8. Payment shall be made based on the actual quantity of pavement markings painted at unit price for each bid item.
9. Contract will be awarded based on the total bid price.

Item	Unit	Quantity	Unit Price	Total
4" Yellow Solid Line	LF	27,500	\$ 0.18	\$ 4,950.00
4" Yellow Broken Line	LF	27,000	\$ 0.18	\$ 4,860.00
4" White Solid Line	LF	15,800	\$ 0.18	\$ 2,844.00
4" White Broken Line	LF	5,000	\$ 0.18	\$ 900.00
			Total Bid	\$13,554.00

Contractor: Sir Lines - A-Lot, LLC

Contractor Authorized Signature Ce Vee Date 6/3/2026



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2026 Street Striping - Map Sheets



0 600 1,200 FT



2026 Street Striping - Map Sheets



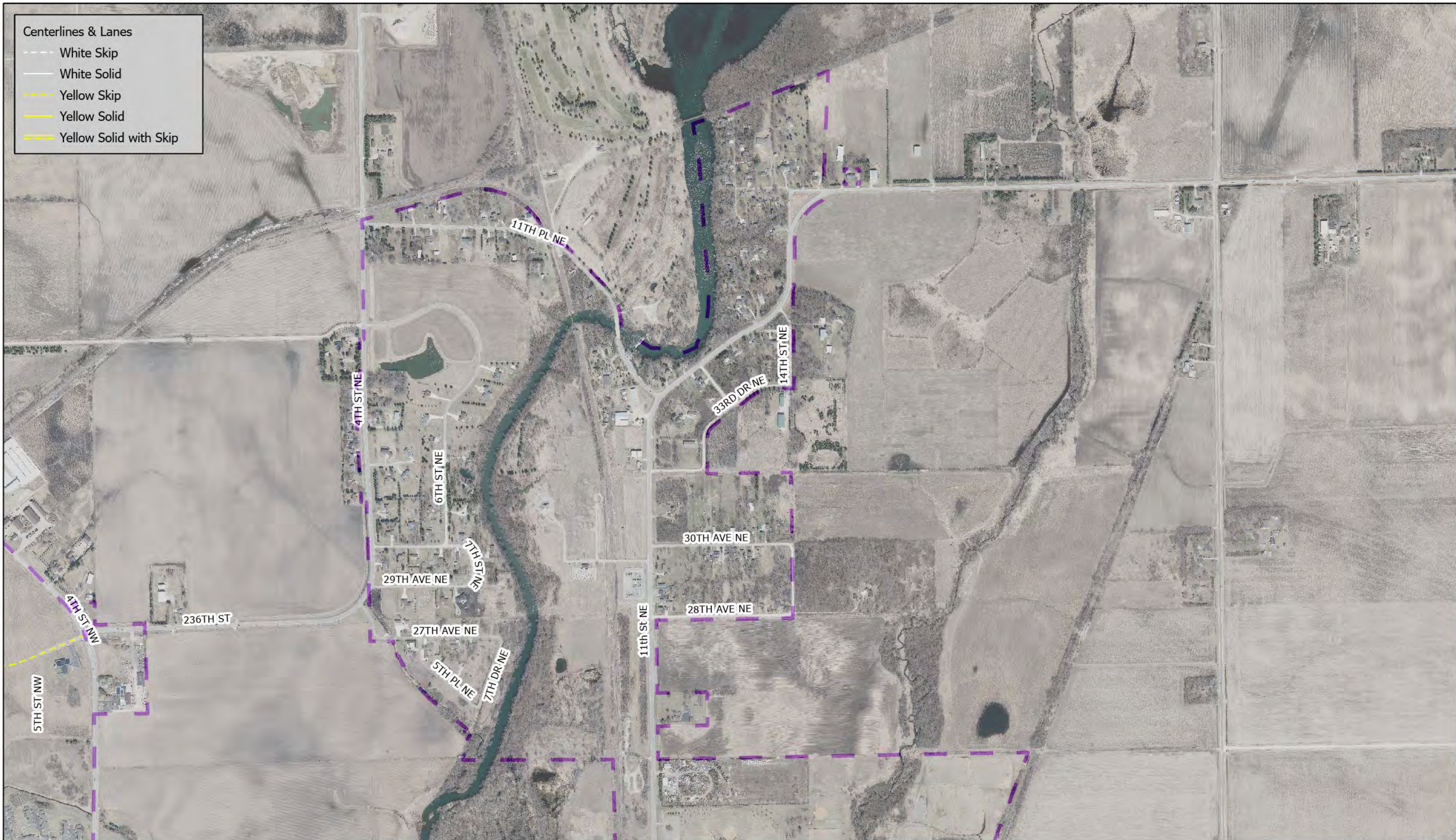
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Date: 5/21/2026



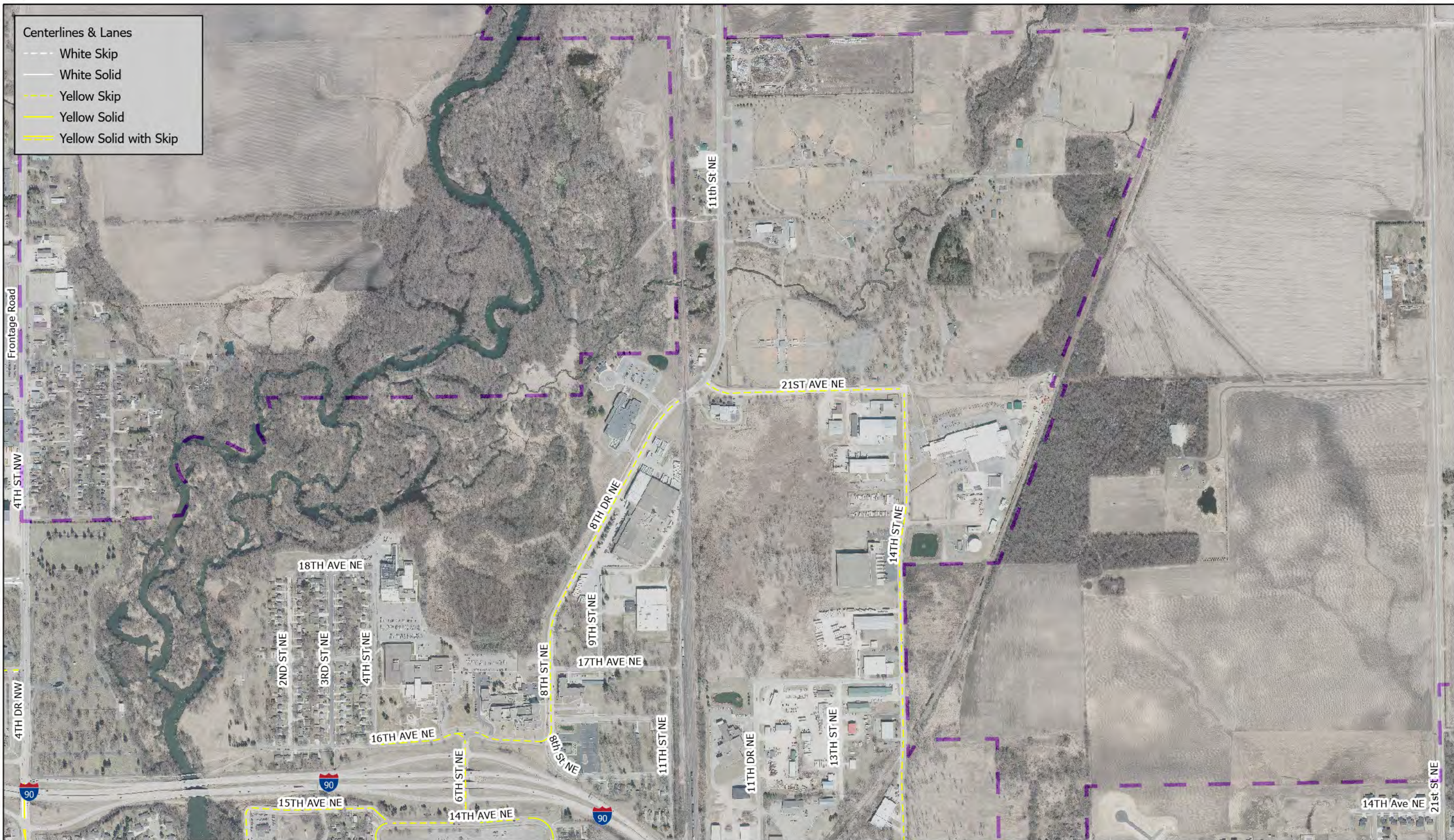
2026 Street Striping - Map Sheets



0 600 1,200 FT



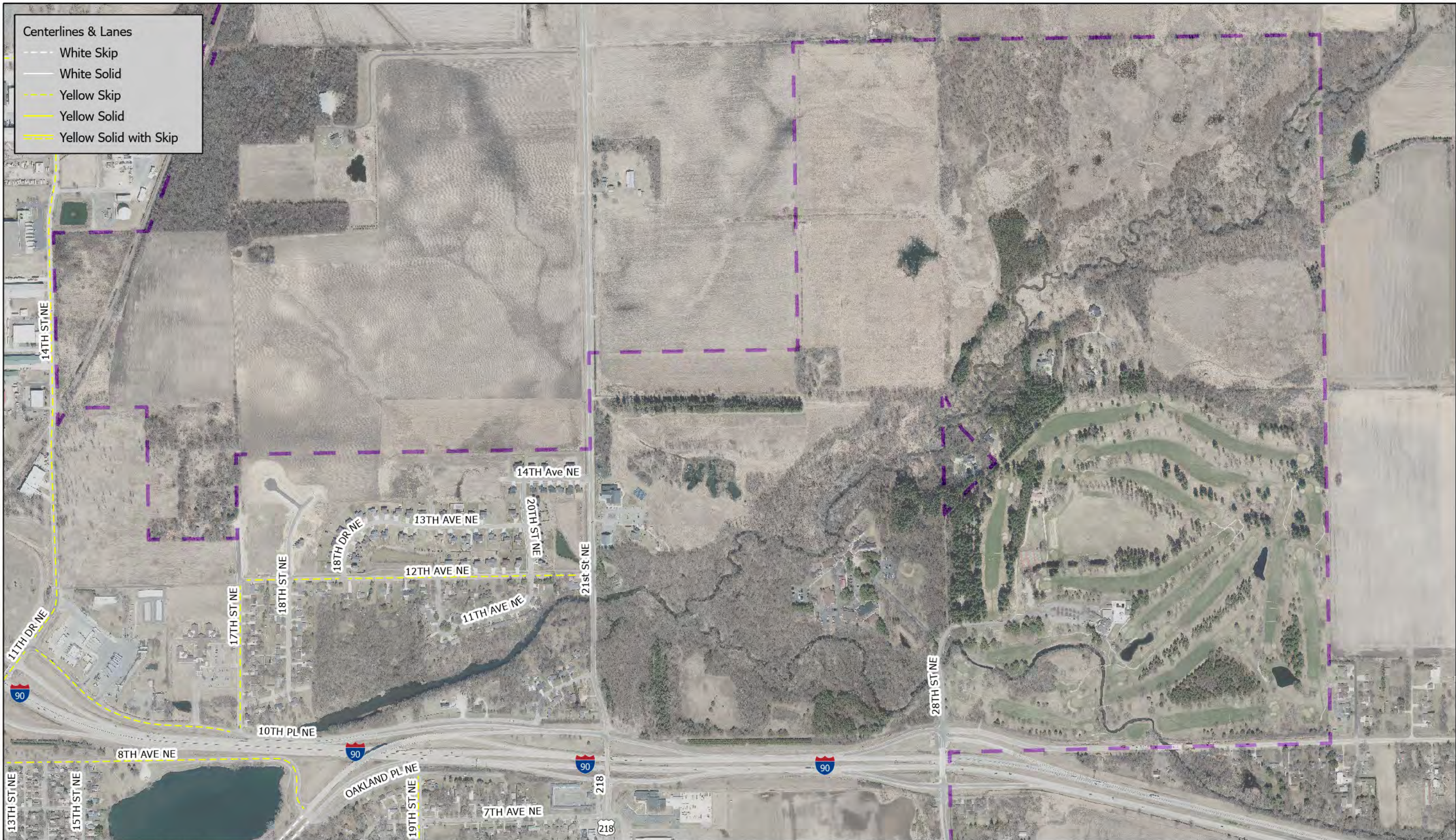
2026 Street Striping - Map Sheets



0 600 1,200 FT



2026 Street Striping - Map Sheets



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Date: 5/21/2026



2026 Street Striping - Map Sheets



Centerlines & Lanes

- White Skip
- White Solid
- Yellow Skip
- Yellow Solid
- Yellow Solid with Skip



0 600 1,200 FT



2026 Street Striping - Map Sheets

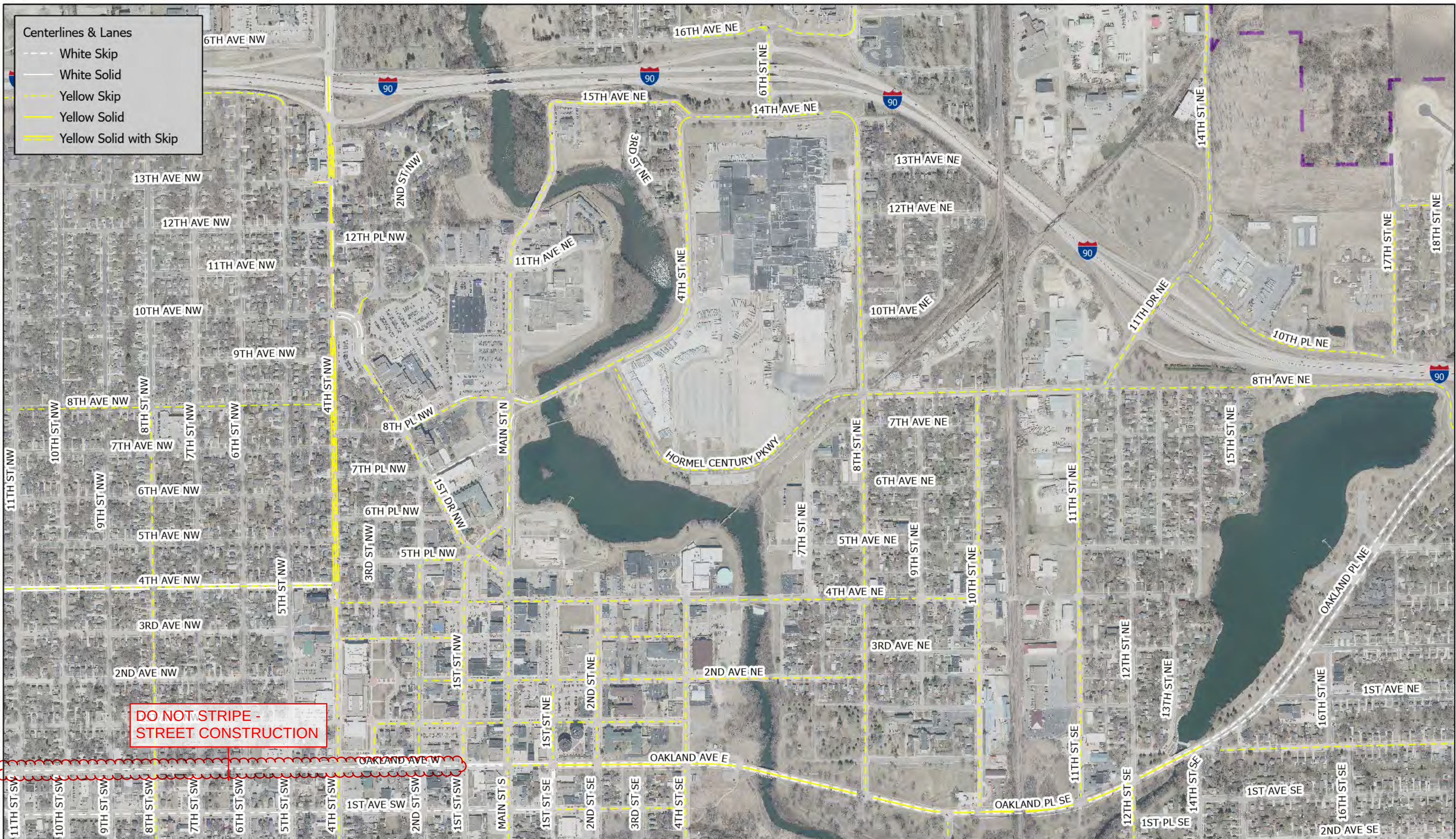


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2026 Street Striping - Map Sheets



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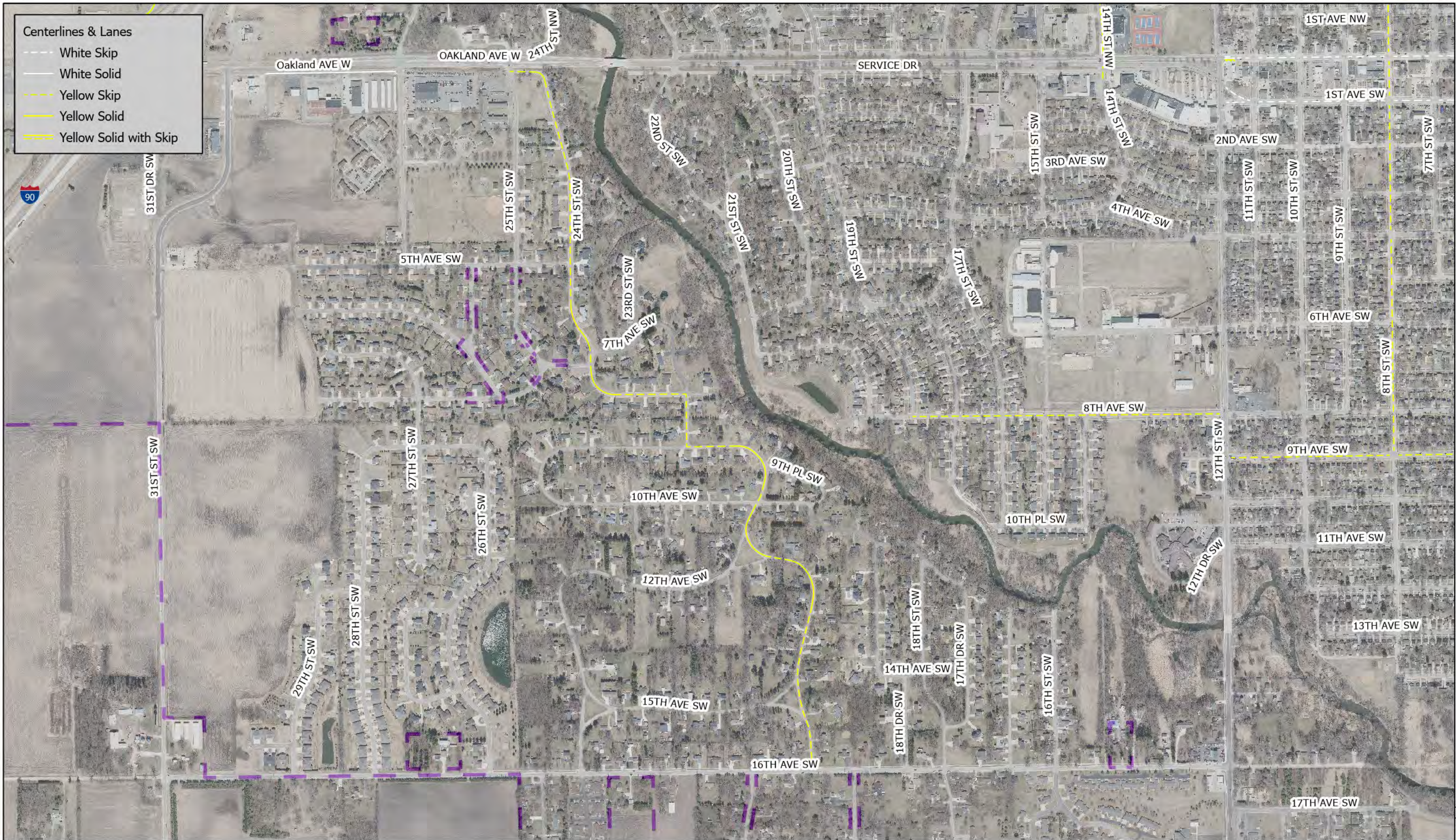
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2026 Street Striping - Map Sheets

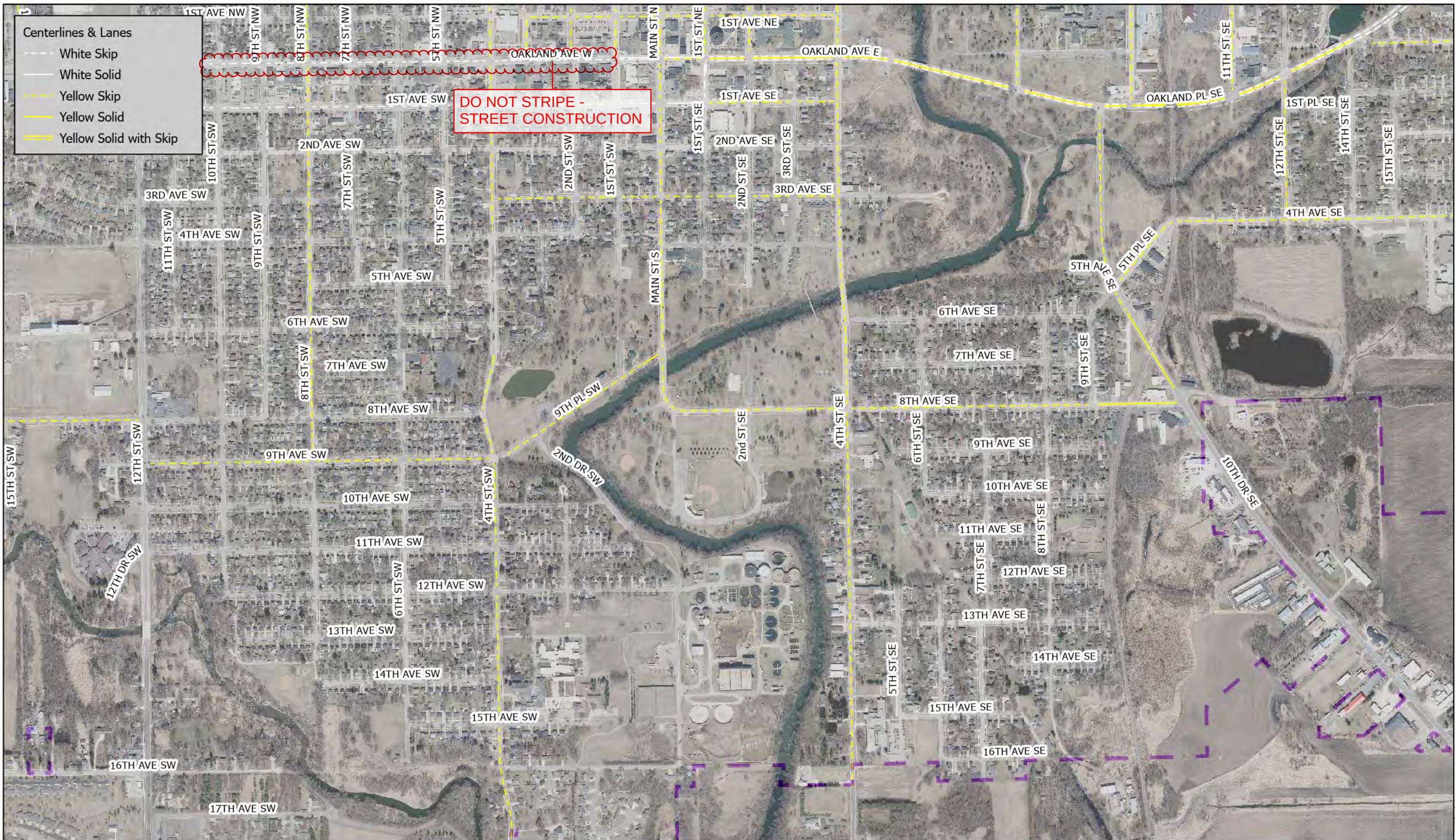


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Date: 5/21/2026



2026 Street Striping - Map Sheets

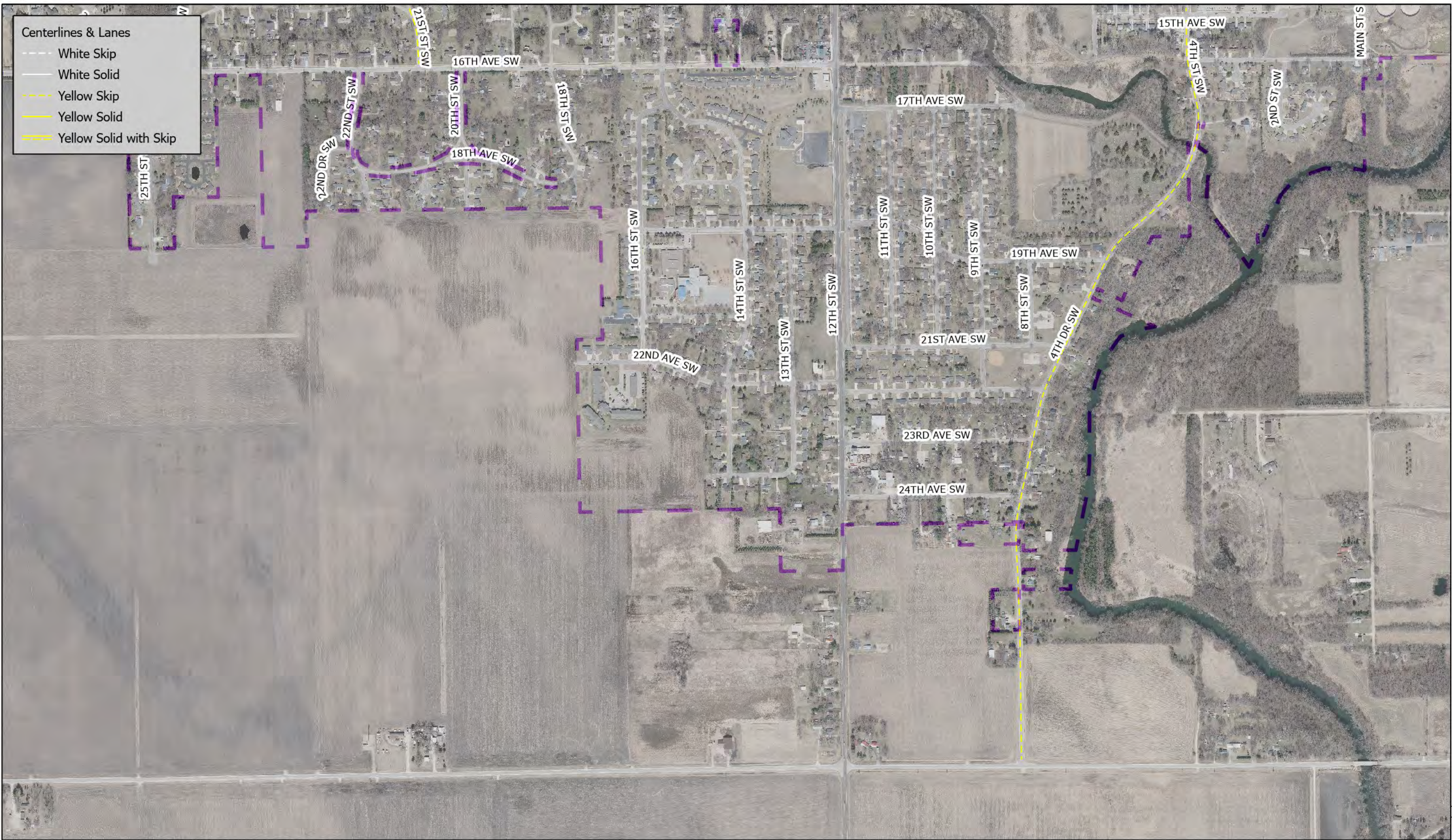


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Date: 5/21/2026



2026 Street Striping - Map Sheets



0 600 1,200 FT

Path: S:\GIS\Public Works\Basemaps\Data\Mapbook.aprx Date: 5/21/2026

RESOLUTION NO.

AWARDING BID FOR PAVEMENT STRIPING

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

Pavement Striping

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

<u>Contractor</u>	<u>Bid</u>
Sir Lines-A-Lot	\$13,554.00
Century Fence	None
Warning Lites	None

AND, WHEREAS, it appears Sir Lines-A-Lot is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Austin, Minnesota that the bid of Sir Lines-A-Lot is hereby accepted and the Mayor and City Engineer are hereby authorized and directed to enter into the standard city contract with Sir Lines-A-Lot in the name of the City of Austin for the following:

Pavement Striping

Passed by a vote of yeas and nays this 15th day of June, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

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



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

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: June 15, 2026
Subject: WWTP Expansion & Phosphorus Reduction Project
Change Order 012

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

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

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

Attached for your review is a summary of Change Order 012.

- WCD 113, (\$ 6,867) Str 10, Electrical Vault Mods
- WCD 121, (\$411,963) Site Work and Grading Mods
- WCD 122, \$ 3,879 Str 69, Screw Press Stand Tariffs
- WCD 123, \$ 51,749 Site Work Undocumented Concrete Removal
- WCD 124, \$ 6,197 Str 60, Water Line Pressure Mods
- WCD 125, \$ 15,903 Str 02, CO and NO2 Monitoring Addition
- WCD 126, \$ 17,668 Str 12, P16 Pipe Encasement

I would request approval of Change Order 012 for a credit in the amount of (\$323,434), which includes 7 WCD's valuing a (\$175,301.23) credit to the Domestic budget and a (\$148,132.77) credit to the Industrial budget.

	Work Change Directive (WCD)	100% Domestic	Combined		100% Industrial
			54.2% Domestic	45.8% Industrial	
Change Order #12 (Draft)	WCD-113		\$ (3,721.91)	\$ (3,145.09)	
	WCD-121		\$ (223,283.95)	\$ (188,679.05)	
	WCD-122		\$ 2,102.42	\$ 1,776.58	
	WCD-123		\$ 28,047.96	\$ 23,701.04	
	WCD-124		\$ 3,358.77	\$ 2,838.23	
	WCD-125		\$ 8,619.43	\$ 7,283.57	
	WCD-126		\$ 9,576.06	\$ 8,091.94	
	SubTotal	\$	(175,301.23)	\$	(148,132.77)

WWTP Expansion and Phosphorus Reduction Project		Domestic	Industrial	Total
Original Construction Bid		\$ 47,518,974.00	\$ 52,489,026.00	\$ 100,008,000.00
Change Order #1 (9)	SubTotal	\$ 31,154.14	\$ (273,541.14)	\$ (242,387.00)
Change Order #2 (25)	SubTotal	\$ 361,462.13	\$ 113,175.87	\$ 474,638.00
Change Order #3 (23)	SubTotal	\$ 426,436.28	\$ 426,348.72	\$ 852,785.00
Change Order #4 (9)	SubTotal	\$ 407,886.86	\$ 345,951.14	\$ 753,838.00
Change Order #5 (12)	SubTotal	\$ 249,293.99	\$ 242,404.01	\$ 491,698.00
Change Order #6 (8)	SubTotal	\$ 6,431.28	\$ 678,198.72	\$ 684,630.00
Change Order #7 (9)	SubTotal	\$ 136,274.63	\$ 122,580.37	\$ 258,855.00
Change Order #8 (5)	SubTotal	\$ 51,930.88	\$ 27,773.12	\$ 79,704.00
Change Order #9 (7)	SubTotal	\$ 80,712.32	\$ 68,203.40	\$ 148,915.72
Change Order #10 (6) less WCD 107	SubTotal	\$ 14,305.79	\$ 84,629.21	\$ 98,935.00
Change Order #11 (8)	SubTotal	\$ 62,943.00	\$ 57,649.00	\$ 120,592.00
Change Order #12 (Draft)	SubTotal	\$ (175,301.23)	\$ (148,132.77)	\$ (323,434.00)
	Total WCD's	\$ 1,653,530.06	\$ 1,745,239.66	\$ 3,398,769.72
Construction Amount		\$ 49,172,504.06	\$ 54,234,265.66	\$ 103,406,769.72
Cost Increase		3.48%	3.32%	3.40%

Construction Engineering Services			
SEH Construction Admin	\$ 5,190,000.00		\$ 5,190,000.00
AET Materials Testing	\$ 127,958.00	\$ 141,342.00	\$ 269,300.00
WCD 107, Rice Lake Construction Group, Construction Admin Credit, 1-yr Extension	\$ (448,000.00)		\$ (448,000.00)
Construction Admin Admendment No. 1, 1-year Extension	\$ 799,408.00		\$ 799,408.00
SEH Waiver Release, Construction Admin Credit, 1-yr Extension	\$ (176,000.00)		\$ (176,000.00)
Construction Admin Admendment No. 1, Addition Services	\$ 240,592.00		\$ 240,592.00
Engineering Services SubTotal	\$ 5,733,958.00	\$ 141,342.00	\$ 5,875,300.00
Total Project Amount	\$ 54,906,462.06	\$ 54,375,607.66	\$ 109,282,069.72
AET Material Testing to be reconciled at project's end.			

Change Order

No. 12

Date of
Issuance: _____

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

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

Item No.	D/C/I*	Description, Reason, Contract Price and Time Change
1	C	<u>WCD-113 Description:</u> Site Electric Modifications at Structure 10 – furnish and install MV conduit and wires (CE9P-1 and CE9P-16) from Austin Utility 13.8KV Pad Mounted switchgear 1 (AU-PMS-1) and 2 (AU-PMS-2) to existing electrical vault west of Structure 10, through the existing electrical vault, and then through existing conduits to existing 750KVA transformers at Structure 10. Install concrete duct bank around conduits in vault, then complete vault demolition per COP-142 REV 1 and the Contract Documents. <u>Reason:</u> This electrical installation modification simplifies the installation of electrical lines CE9P-1 and CE9P-16 and reduces the project cost to the Owner. <u>Price Change (Combined):</u> (\$6,867.00) <u>Time Change:</u> 0 days
2	C	<u>WCD-121 Description:</u> Site Work and Grading Modifications – furnish labor, materials, and equipment for site work and grading modifications described in RFP-067. <u>Reason:</u> The Owner, Contractor and Engineer met, reviewed the project site work, and identified efficiencies for landscaping, excavation, bituminous pavement, grading, storm sewer structures and piping, curb and gutter, sidewalks, Class 5, select granular (sand), top soil, seeding, etc. These changes reduce the project cost and provide a more efficient and functional site for pedestrians, vehicles, and stormwater management.. <u>Price Change (Combined):</u> (\$411,963.00) <u>Time Change:</u> 0 days

3	C	<u>WCD-122 Description:</u> Structure 69 Screw Press Stand Tariffs – add payment of tariffs on Screw Press stands that shipped separately from other Screw Press equipment. <u>Reason:</u> The tariff claimed is the International Emergency Economic Powers Act (IEEPA) Reciprocal tariff that went into effect April 5, 2025. The entry/import dates are after April 5, 2025. The Contract General Conditions 7.10.A and 7.11.C generally state the Contractor shall pay all taxes, but if there is a law or regulation change after bid (or signed contract), Contractor can submit a COP for the additional taxes. For this COP, Contractor did not charge a mark-up on equipment. <u>Price Change (Combined):</u> \$3,879.00 <u>Time Change:</u> 0 days
4	C	<u>WCD-123 Description:</u> Site Work Undocumented Concrete Removal – furnish labor, equipment, and materials to remove the remaining buried concrete structure (Abandoned Final Filter outlet structure slab) on the east end of Structure 30 that was not documented on the Contract Plans. <u>Reason:</u> During exploratory excavation for Structure 30, the Contractor encountered a buried concrete structure that interfered with the project work and submitted RFI-048. The Owner directed the undocumented buried concrete to be removed. It is a differing subsurface condition eligible for a Contract Price adjustment. Due to construction work sequencing, only a portion of this buried concrete was removed via WCD-093. WCD-123 removes the remaining buried concrete. <u>Price Change (Combined):</u> \$51,749.00 <u>Time Change:</u> 0 days
5	C	<u>WCD-124 Description:</u> Structure 60 Water Line Pressure Modifications – furnish labor, materials, and equipment for W2 water line installation modifications detailed in COP-115. <u>Reason:</u> During start-up of the Gravity Belt Thickeners (GBTs), the water pressure for the polymer injection system was too low due to multiple issues including multiple backflow preventors in series, GBT wash water demand, and uninstalled new water service. In order to complete start-up of the GBTs in a timely manner, the Contractor requested W2 piping modifications on a time and material basis to boost and provide adequate water pressure to the polymer system. This change allowed completion of the GBT start-up. <u>Price Change (Combined):</u> \$6,197.00 <u>Time Change:</u> 0 days

6	C	<u>WCD-125 Description:</u> Structure 02 CO and NO2 Monitoring Addition – furnish labor, materials and equipment to install CO and NO2 sensors and controls in the garage bays of the Maintenance Building. <u>Reason:</u> The Owner’s long-term use plan for the garage bays in Structure 02 have not been finalized, but Owner wants to maintain the option to use the two (2) garage bays for vehicle maintenance. This requires the installation of CO and NO2 monitors and controls in the garage bays to meet code. <u>Price Change (Combined):</u> \$15,903.00 <u>Time Change:</u> 0 days
7	C	<u>WCD-126 Description:</u> P16 Pipe Encasement at Structure 12 – furnish labor, materials and equipment to anchor and encase the existing unsupported, unencased lead joint connected 90 degree elbow on the 30-inch diameter P16 Primary Influent (PI) pipe at the junction with Structure 12 (Vortex Grit). <u>Reason:</u> The Contract Documents include connection to the existing 30-inch PI pipe several feet downstream of Structure 12 to redirect PI flow to the new Primary Clarifiers. The Contractor was requested to confirm the condition of the existing 30-inch PI pipe and fittings that will remain in service, and discovered the unsupported, unencased lead joint 30-inch 90 degree elbow. The Contractor was directed on a time and materials basis to anchor and encase the existing 30-inch 90 degree elbow to reduce the risk of a future pipe failure. <u>Price Change (Combined):</u> \$17,668.00 <u>Time Change:</u> 0 days

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

Attachments (list documents supporting change):

WCD-113
WCD-121
WCD-122
WCD-123
WCD-124
WCD-125
WCD-126

Contract Price Change – Domestic and Industrial Split

Work Change Directive (WCD)	100% Domestic	Combined		100% Industrial
		54.2% Domestic	45.8% Industrial	
WCD-113		(\$3,721.91)	\$(3,145.09)	
WCD 121		(\$223,283.95)	\$(188,679.05)	
WCD 122		\$2,102.42	\$1,776.58	
WCD 123		\$28,047.96	\$23,701.04	
WCD 124		\$3,358.77	\$2,838.23	
WCD 125		\$8,619.43	\$7,283.57	
WCD 126		\$9,576.06	\$8,091.94	
Totals		(\$175,301.23)	(\$148,132.77)	

Contract Status:

Original Contract Price	\$100,008,000.00
Previous Contract Price Revisions	\$3,274,203.72
(Through Change Order: 11)	
Current Contract Price	\$103,282,203.72
Price Change (this Change Order)	(\$323,434.00)
Revised Contract Price	\$102,958,769.72
Original Contract Times (days)	
Substantial Completion	1,120
Final Completion	1,370
Previous Contract Time Revisions (days)	
Substantial Completion	404
Final Completion	373
Current Contract Times (days)	
Substantial Completion	1,524
Final Completion	1,743
Time Changes (this Change Order, days)	
Substantial Completion	0
Final Completion	0
Revised Contract Times (days)	
Substantial Completion	1,524
Final Completion	1,743

<u>Recommended for Approval by Engineer:</u> Name: John Glatzmaier, Project Manager Signature: <i>John W. Glatzmaier</i>	Date: 06/10/2026
<u>Approved for Owner (City of Austin, MN) by:</u> Name: Signature:	Date:
<u>Approved for Hormel Foods Corp. (if applicable) by:</u> Name: Signature:	Date:
<u>Approved for Contractor by:</u> Name: Signature:	Date:

RESOLUTION NO.

RESOLUTION APPROVING CHANGE ORDER NO. 12 WITH RICE LAKE CONSTRUCTION GROUP FOR THE WASTEWATER TREATMENT PLANT CONTRACT

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

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

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

WHEREAS, the following change orders have been requested:

	Work Change Directive (WCD)	100% Domestic	Combined		100% Industrial
			54.2% Domestic	45.8% Industrial	
Change Order #12 (Draft)	WCD-113		\$ (3,721.91)	\$ (3,145.09)	
	WCD-121		\$ (223,283.95)	\$ (188,679.05)	
	WCD-122		\$ 2,102.42	\$ 1,776.58	
	WCD-123		\$ 28,047.96	\$ 23,701.04	
	WCD-124		\$ 3,358.77	\$ 2,838.23	
	WCD-125		\$ 8,619.43	\$ 7,283.57	
	WCD-126		\$ 9,576.06	\$ 8,091.94	
	SubTotal	\$	(175,301.23)	\$	(148,132.77)

WWTP Expansion and Phosphorus Reduction Project		Domestic	Industrial	Total
Original Construction Bid		\$ 47,518,974.00	\$ 52,489,026.00	\$ 100,008,000.00
Change Order #1 (9)	SubTotal	\$ 31,154.14	\$ (273,541.14)	\$ (242,387.00)
Change Order #2 (25)	SubTotal	\$ 361,462.13	\$ 113,175.87	\$ 474,638.00
Change Order #3 (23)	SubTotal	\$ 426,436.28	\$ 426,348.72	\$ 852,785.00
Change Order #4 (9)	SubTotal	\$ 407,886.86	\$ 345,951.14	\$ 753,838.00
Change Order #5 (12)	SubTotal	\$ 249,293.99	\$ 242,404.01	\$ 491,698.00
Change Order #6 (8)	SubTotal	\$ 6,431.28	\$ 678,198.72	\$ 684,630.00
Change Order #7 (9)	SubTotal	\$ 136,274.63	\$ 122,580.37	\$ 258,855.00
Change Order #8 (5)	SubTotal	\$ 51,930.88	\$ 27,773.12	\$ 79,704.00
Change Order #9 (7)	SubTotal	\$ 80,712.32	\$ 68,203.40	\$ 148,915.72
Change Order #10 (6) less WCD 107	SubTotal	\$ 14,305.79	\$ 84,629.21	\$ 98,935.00
Change Order #11 (8)	SubTotal	\$ 62,943.00	\$ 57,649.00	\$ 120,592.00
Change Order #12 (Draft)	SubTotal	\$ (175,301.23)	\$ (148,132.77)	\$ (323,434.00)
	Total WCD's	\$ 1,653,530.06	\$ 1,745,239.66	\$ 3,398,769.72
Construction Amount		\$ 49,172,504.06	\$ 54,234,265.66	\$ 103,406,769.72
Cost Increase		3.48%	3.32%	3.40%

Construction Engineering Services			
SEH Construction Admin	\$ 5,190,000.00		\$ 5,190,000.00
AET Materials Testing	\$ 127,958.00	\$ 141,342.00	\$ 269,300.00
WCD 107, Rice Lake Construction Group, Construction Admin Credit, 1-yr Extension	\$ (448,000.00)		\$ (448,000.00)
Construction Admin Admendment No. 1, 1-year Extension	\$ 799,408.00		\$ 799,408.00
SEH Waiver Release, Construction Admin Credit, 1-yr Extension	\$ (176,000.00)		\$ (176,000.00)
Construction Admin Admendment No. 1, Addition Services	\$ 240,592.00		\$ 240,592.00
Engineering Services SubTotal	\$ 5,733,958.00	\$ 141,342.00	\$ 5,875,300.00
Total Project Amount	\$ 54,906,462.06	\$ 54,375,607.66	\$ 109,282,069.72

WHEREAS, said contract, among other things, requires that change orders to the contract be approved by the City of Austin; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Austin, Minnesota approves change order number 12 to the wastewater treatment plant construction project.

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

Passed by a vote of yeas and nays this 15th day of June, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor



Memorandum

To: Mayor and City Council

From: Trish Wiechmann, Human Resources Director

Date: June 15, 2026

Subject: Interim City Administrator Agreement

City Council is asked to consider approval of the attached Independent Contractor Agreement with Dave Unmacht to serve as the City's Interim City Administrator.

Dave is well positioned to assist the City during this interim period. Through his previous work with Austin on the organizational study and strategic planning process, he has developed a strong understanding of the City's operations, organizational structure, priorities, and opportunities. This familiarity will allow him to step into the role quickly, provide immediate leadership and stability, and help establish a strong foundation for the next City Administrator.

In addition to providing day-to-day administrative leadership, Dave's experience will be valuable in assisting the City Council and staff with the recruitment and selection of a permanent City Administrator. His knowledge of local government management and organizational development will help ensure a smooth transition and position the City for long-term success.

Under the proposed agreement, Dave will serve as an independent contractor through September 25, 2026, with flexibility for a month-to-month extension as necessary.

Approve the Independent Contractor Agreement with Dave Unmacht, for Interim City Administrator services.

CITY OF AUSTIN, MINNESOTA

INDEPENDENT CONTRACTOR AGREEMENT FOR INTERIM CITY ADMINISTRATOR

THIS INDEPENDENT CONTRACTOR AGREEMENT FOR INTERIM CITY ADMINISTRATOR (hereinafter referred to as “Agreement”) is entered into this 15th day of June, 2026 by and between the City of Austin, Minnesota a municipal corporation (hereinafter referred to as “City”), and David J. Unmacht, LLC, an individual (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City desires to retain the services of Contractor for an interim period of time for purposes of performing duties generally performed by the city administrator along with the additional responsibility of assisting the City Council and staff with the recruitment, screening and employment of a full-time city administrator for the City; and

WHEREAS, Contractor has indicated that the Contractor is qualified and willing to accept and perform the job responsibilities of Interim City Administrator subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable mutual consideration, and with the intent of being legally bound, the City and Contractor agree as follows:

- 1. RESPONSIBILITIES; SERVICES.** Contractor shall act as the Interim City Administrator during the term of this Agreement and during that time will be the chief administrative officer of the City and shall be responsible to the City Council for the proper administration of City affairs. The Interim City Administrator shall have the authority and be required to:
 - Serve as the Interim City Administrator under the direction of the City Council, performing all duties as required by local, state, and federal rules and regulations, and this Agreement, and other duties as assigned by the City Council and all operational and implementation decisions consistent with City policies and procedures.
 - Attend all City Council and other meetings as needed to perform the work of the Interim City Administrator unless excused by the Mayor.
 - Direct the work of Department Heads and any other direct reports.
 - Recommend to the City Council for adoption any and all measures the Interim City Administrator deems necessary or expedient for the health, safety or welfare of the community, or for the improvement of the City’s immediate operation and financial considerations.
 - Execute or attest to any contracts or documents as approved by the City Council.
 - Communicate with City Council, staff, consultants, and the public as appropriate during the interim period.
 - Partner with city staff and assist the City Council with the hiring process for the

position of a fulltime city administrator.

- Ensure continuity of management and leadership direction in preparation for the incoming City Administrator.
- Review the recommendations from the 2025 organizational study and consider moving forward one or more for further discussion and action.

2. **SCHEDULE.** During the interim period, Contractor shall prepare a work schedule for a two-week timeframe. Contractor agrees to work a minimum of 20 hours per week. Such hours shall be spread throughout the week depending on prior consulting commitments, existing schedule created prior to being the Contractor, planned vacations, workload, pending projects and meetings. Contractor shall not charge City for time commuting from Contractor's home to City offices. Contractor will work two days in the City offices and other times virtually, with exceptions as noted in advance with the schedule. City shall provide Contractor an office and computer at the City's offices. Contractor shall be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. If at any time a schedule issue arises, the Contractor will work with the Mayor to address and resolve.

3. **COMPENSATION.** In exchange for the performance of the duties under this Agreement, City agrees to pay Contractor at a rate of \$175 per hour for all professional services performed under this Agreement. Contractor will keep a record of hours worked. Contractor will submit an invoice on the 1st working day of each month for payment for services. Contractor shall be reimbursed for hotel and meals if an overnight is needed or scheduled and is eligible for mileage and meal reimbursement in the course of doing business per city policy as may be required for the position. Contractor will keep receipts and records of any and all reimbursement eligible expenses.

Contractor understands and agrees that he is an independent contractor and not an employee of the City and that Contractor shall be responsible for paying all necessary and appropriate taxes, workers' compensation and unemployment premiums, and the like, which will be owed as a result of sums paid by the City to Contractor under this Agreement. The City shall provide Contractor with tax forms, if any, as required by law, showing all payments made by the City to or on behalf of Contractor. Contractor further understands and warrants that he is not entitled to receive benefits provided by the City to its own employees, including, but not limited to, health, life, or disability insurance, PERA, paid time off, car allowance, or other benefits. Contractor waives the right to sue the City for any workers' compensation benefits on behalf of himself or his dependents.

Invoices for hours worked and reimbursable expenses incurred shall be submitted to the City's Mayor and Finance Director for review and processing. Payment by the City will be made on the next regular account payable cycle following Contractor's submission.

4. **COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations, including all non-discrimination laws, pertaining to the provisions of services to be provided. Any violation shall constitute a material breach of this Agreement and entitle

the City to immediately terminate this Agreement notwithstanding any other termination provisions contained herein.

5. **TERM AND TERMINATION.** Upon City Council approval, this Agreement shall commence on date first above written and shall terminate upon the employment of a full-time city administrator or on September 25, 2026, whichever occurs first (the “Termination date”). Notwithstanding this term, this Agreement may be terminated at any time and for any reason by either the City or the Contractor upon 14 days written notice by either party, at which time any and all obligations to perform under this Agreement by the City or the Contractor shall cease. The term of this Agreement may be extended beyond the Termination Date on a month-to-month basis by written agreement of the parties. If such extension occurs, the first month’s extension shall be at the same compensation as in the initial term. If the term is extended beyond the first monthly extension, the Contractor and City will negotiate a new hourly rate.
6. **INDEMNIFICATION.** The City shall defend and indemnify Contractor from claims brought against him arising from actions by Contractor within the course and scope of the services described herein, to the extent that insurance coverage is available and provided for any claim asserted through the City’s current insurance with the League of Minnesota Insurance Trust. It is the parties’ intent that claims against Contractor shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes Chapter 466. Nothing herein shall be construed to provide insurance coverage or indemnification for claims cause by malfeasance in office, willful neglect of duty, or bad faith. This Agreement does not constitute a waiver on the limitation of liability set forth in Minnesota Statutes, Section 466.04 or a waiver of any immunity to which either party is entitled under law.
7. **GENERAL PROVISIONS.**
 - A. **Notices.** All notices, requests, and demands given to or made pursuant to this Agreement shall be in writing and personally delivered or mailed, postage prepaid, as follows:

To City:
Mayor Stephen King
500 4th Avenue NE
Austin, MN 55912

To Contractor:
David J. Unmacht
4172 Prairie Ridge Road
Eagan, MN 55123
 - B. **Complete Agreement; Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any oral or written agreements between the parties. This Agreement may only be modified by written agreement signed by both parties.

- C. Governing Law; Jurisdiction. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. The parties also agree that any dispute between the parties shall be resolved in the courts of Minnesota, and each party consents to the exercise of personal jurisdiction by the courts of Minnesota and expressly waives any argument of forum nonconvention.
- D. Severability. The parties covenant and agree that the provisions herein are reasonable and not known to be in violation of any federal, state, or local law or regulation. In the event that a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify that provision to make it valid and enforceable. The declaration of a provision as unenforceable shall not invalidate any other provision of this Agreement.
- E. Conflict of Interest. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services pursuant to this Agreement.
- F. Assignment; Subcontracting. Neither City nor Contractor may assign this Agreement. Contractor shall not enter into any subcontract for performance of any services contemplated under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AUSTIN

Steve King, Mayor

CONTRACTOR

David J. Unmacht

RESOLUTION NO.

**RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR
AGREEMENT WITH DAVE UNMACHT FOR INTERIM
CITY ADMINISTRATOR SERVICES**

WHEREAS, the City Council has determined the need to provide interim administrative leadership during the transition period before the selection of a permanent City Administrator; and

WHEREAS, the City Council has reviewed the proposed Independent Contractor Agreement with Dave Unmacht to serve as the City's Interim City Administrator; and

WHEREAS, Mr. Unmacht is well positioned to assist the City during this interim period due to his previous work with the City on the organizational study and strategic planning process; and

WHEREAS, through that work, Mr. Unmacht has developed a strong understanding of the City's operations, organizational structure, priorities, and opportunities, allowing him to provide immediate leadership, stability, and continuity; and

WHEREAS, in addition to day-to-day administrative leadership, Mr. Unmacht's experience in local government management and organizational development will assist the City Council and staff with the recruitment and selection of a permanent City Administrator; and

WHEREAS, the proposed agreement provides that Mr. Unmacht will serve as an independent contractor through September 25, 2026, with flexibility for a month-to-month extension as necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Austin Minnesota, that the Independent Contractor Agreement with Dave Unmacht for Interim City Administrator services is hereby approved.

Passed by a vote of yeas and nays this 15th day of June, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

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



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

Memorandum

To: Mayor & City Council
From: Austin Planning Commission
Date: June 10, 2026
Re: Final Plat Approval of I-90 Business Park Plat

During the June 9, 2026, meeting of the Austin Planning Commission, the commission reviewed the I-90 Business Park Plat. The property is owned by the Austin Port Authority, which proposes the plat to facilitate the development of the property. The area is approximately 25 acres and consists of 11 lots, two utilized for stormwater ponds. The Planning Commission reviewed the plat prior to Port Authority approval, however the Port Authority approved the Plat in the same form as the Planning Commission review.

The Planning Commission, with seven members present, voted unanimously, 7 ayes and 0 nays, to recommend approval of the final plat to council.

Requested action:

To approve or deny the Final Plat.

Please let me know if you have any questions.

PETITIONER: Austin Port Authority
500 4th Ave NE
Austin MN 55912

LOCATION: I-90 Business Park

**LEGAL
DESCRIPTION:** (See attached)

**CURRENT LAND-
USE AND ZONING
CLASSIFICATION:** Undeveloped – “I-1” Light Industrial District

**SURROUNDING
LAND-USE AND
ZONING:** North and West – “I-2 and I-3” Industrial
East – “R-1” residential and Mower County
South – “B-2” Commercial

**REQUESTED
ACTION:** The petitioner is requesting to plat this property for infrastructure improvements and commercial development. The site is approximately 25 acres adjacent to 14th St NE and North of I-90, in the area to be known as I-90 Business Park.

**REASON FOR
REQUEST:
SITE SUMMARY:** To accommodate future commercial development and infrastructure.

- Area: 25± Acres
- Number of Lots: 11
- Adds public row and lots

**Conditions of
Approval:** To be determined

Attachments: Preliminary/Final Plat
Aerial Photo

OFFICIAL PLAT

I-90 BUSINESS PARK
IN NE1/4 SE1/4, NW1/4 SE1/4 & SE1/4 SE1/4 SECTION 35-T103N-R18W
MOWER COUNTY, MINNESOTA

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the City of Austin and the Austin Port Authority, Minnesota Municipal Corporations; owners and proprietors of the following described property situated in the City of Austin, County of Mower, State of Minnesota, to-wit:

All that part of the NE1/4 SE1/4, NW1/4 SE1/4 & SE1/4 SE1/4 Section 35-T103N-R18W, Mower County, Minnesota; described as follows:

Beginning at the southwest corner of Nature Ridge Third as the same is platted and recorded in the office of the County Recorder of Mower County, Minnesota;

thence North 02°45'26" West a distance of 330.20 feet on the west line of said Nature Ridge Third, to a corner thereof;

thence South 89°14'49" West a distance of 627.04 feet, on the north line of the south 330.00 feet of said NE1/4 SE1/4, to the west line of the East 660 feet of said NE1/4 SE1/4;

thence North 00°55'46" West a distance of 988.03 feet on the west line of said East 660.00 feet, to the northwest corner of said East 660 feet;

thence South 89°25'33" West a distance of 587.19 feet on the north line of said SE1/4, to the southeasterly right-of-way line of the Chicago & Northwestern Transportation Company, now abandoned;

thence Southwesterly a distance of 181.33 feet, on the southeasterly right-of-way line of said abandoned Railroad, and on a nontangential curve, concave to the northwest with a central angle of 01°47'52", a radius of 5779.59 feet, a chord bearing of South 31°52'31" West, and a chord length of 181.33 feet, to the northeast corner of 14th Street NE as described in Document Number 279218 as filed in said Recorder's Office;

thence South 02°32'11" East a distance of 319.84 feet on the east line of said 14th Street NE;

thence South 01°52'07" East a distance of 847.62 feet on the east line of said 14th Street NE, to the southwest corner of said NE1/4 SE1/4;

thence South 32°26'44" East a distance of 31.73 feet to the northwest corner of Document No. 676395;

thence North 89°14'49" East a distance of 764.59 feet on the south line of the north 27.00 feet of said SE1/4 SE1/4 to the west line of Good Samaritan Addition No. 1 as the same is platted and recorded in the office of the County Recorder of Mower County, Minnesota;

thence North 01°18'58" West a distance of 27.00 feet on the west line of said Good Samaritan Addition No. 1, to the northwest corner thereof;

thence North 89°14'49" East a distance of 519.12 feet on said south line of said NE1/4 SE1/4, to the point of beginning.

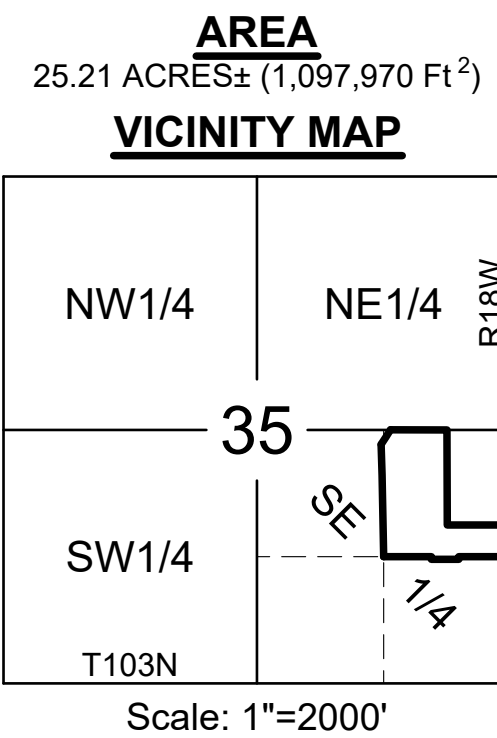
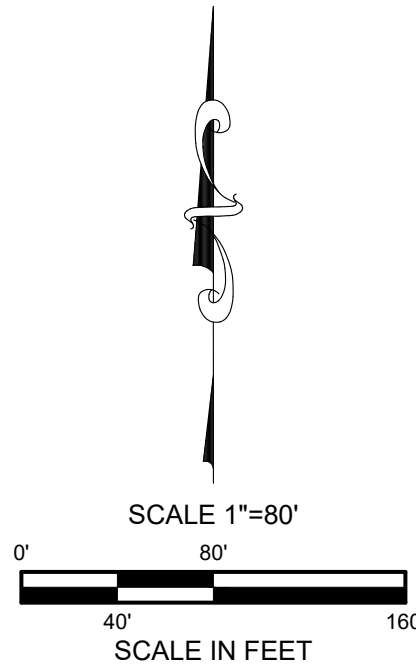
having caused the above described premises to be surveyed and platted as shown hereon, to be known as I-90 BUSINESS PARK, do by these presents dedicate to the public for public use the public ways and/or drainage and utility easements as created herein and shown on this plat.

Witness my hand this _____ day of _____, 2026.

AUSTIN PORT AUTHORITY, A Minnesota Municipal Corporation

Jason Baskin, President

Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing
C1	36.03	5779.59	00°2'12"	N32°35'43"E



STATE OF MINNESOTA
COUNTY OF MOWER

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Jason Baskin, President of the Austin Port Authority, a Minnesota Municipal Corporation, on behalf of the Austin Port Authority.

Notary Public
My Commission Expires _____

CITY OF AUSTIN MINNESOTA, A Minnesota Municipal Corporation

Steven King, Mayor

STATE OF MINNESOTA
COUNTY OF MOWER

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Steven King, Mayor of the City of Austin, Minnesota, a Minnesota Municipal Corporation, on behalf of the City of Austin, Minnesota.

Notary Public
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Steven J. Thompson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designed on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wetlands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated _____ day of _____, 2026.

Licensed Land Surveyor
Minnesota Licensed No. 22705

STATE OF MINNESOTA
COUNTY OF FREEBORN

This Instrument was acknowledged before me on this _____ day of _____, 2026 by Steven J. Thompson

_____, Notary Public
My Commission Expires _____

TITLE OPINION

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

Craig Byram, Licensed Attorney

CITY APPROVAL

We do hereby certify that the within plat of I-90 BUSINESS PARK was duly accepted and approved by the City Council of the City of Austin, on the _____ day of _____, 2026

Mayor _____ Attest: _____
City Administrator

COUNTY AUDITOR - TREASURER CERTIFICATES

I hereby certify that on this the _____ day of _____, 2026, the current taxes have been paid and there are no delinquent taxes due on the land described herein.

County Auditor-Treasurer, Mower County, Minnesota

COUNTY RECORDER'S CERTIFICATE

County Recorder, County of Mower, State of Minnesota

I hereby certify that this plat of I-90 BUSINESS PARK was filed in the office of the County Recorder for public record on this _____ day of _____, 2026, at _____ o'clock _____M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____ and transfer entered on the same date hereof.

County Recorder, Mower County, Minnesota

By: _____
Deputy

LEGEND

- = 5/8 Inch X 16 Inch iron stake monument (capped SJT 22705)-Placed
- = Iron stake monument - Found
- = Subdivision Plat Corner
- R = Recorded deed distance
- M = Measured distance
- Ⓢ = Utility Easement
- Ⓣ = Drainage Easement

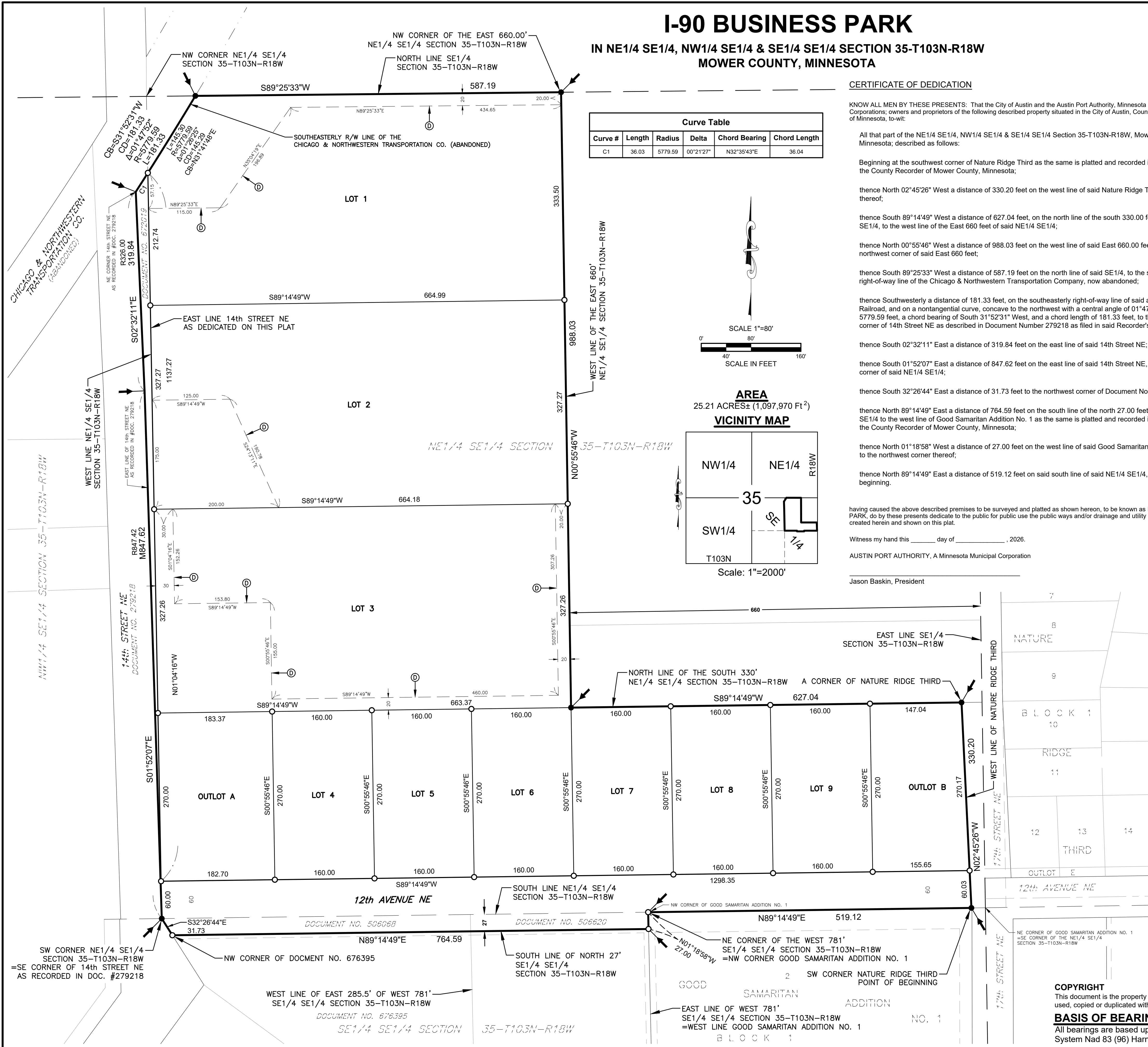
JONES, HAUGH & SMITH INC.
CONSULTING ENGINEERS & LAND SURVEYORS
515 SOUTH WASHINGTON AVENUE ALBERT LEA,
MINNESOTA 56007
JUNE 2026
DRAWN BY ANDY MCGOWAN

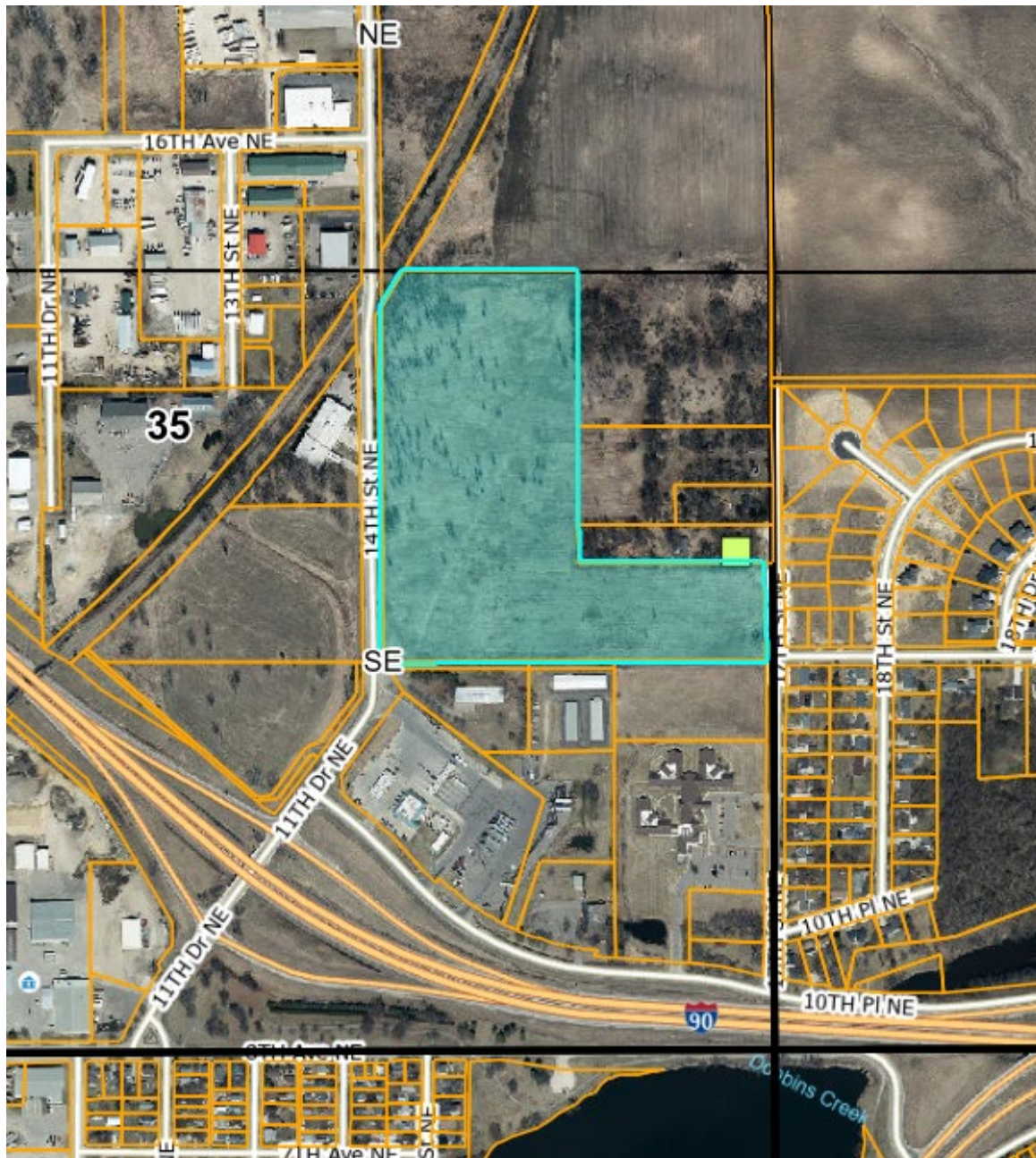
COPYRIGHT

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BASIS OF BEARING SYSTEM

All bearings are based upon the MnDot Mower County Coordinate System Nad 83 (96) Harn Adjustment Grid





NOTICE OF HEARING ON REPLAT

AUSTIN CITY PLANNING COMMISSION

NOTICE IS HEREBY GIVEN, that the City of Austin has received an application for review of a preliminary and final plat of 34.905.0101 which is approximately 25 acres of land east of 14th St NE & North of 10th Pl NE. Review of said application will be heard at a regular meeting of the Austin City Planning Commission on Tuesday, the 9th day of June, 2026 at 5:30 pm in Council Chambers of the Austin Municipal Building, 500 4th Avenue N.E., Austin, Minnesota, at which time and place all interested persons will be heard.

BY ORDER OF THE AUSTIN
CITY PLANNING COMMISSION



Holly Wallace
Planning and Zoning Administrator

Proof

Client	CITY OF AUSTIN legals	Phone	5074379943
Address	500 4TH AVE NE	Email	
		Fax	
AD #	3007911	Requested By	CITY OF AUSTIN legals
Account	AP229041		
Class	2610	PO #	
Start Date	05/30/2026	Created By	ANNA.CLECKLE
End Date	05/30/2026	Creation Date	05/26/2026
Run Dates	2	Dimensions	1.00 x 4.11"
Pubs	Austin Daily Herald AustinDailyHerald.com	Price	\$40.64
Order #	0		
Sales Rep	Anna Cleckler	Phone	
		Email	brittany.schofield@shelbycountyreporter.com
		Fax	

NOT AN INVOICE

PUBLIC NOTICE

**NOTICE OF HEARING ON
REPLAT
AUSTIN CITY PLANNING
COMMISSION**

NOTICE IS HEREBY GIVEN,
that the City of Austin has
received an application for
review of a preliminary and final
plat of 34.905.0101 which is
approximately 25 acres of land
east of 14th St NE & North of
10th Pl NE. Review of said
application will be heard at a
regular meeting of the Austin
City Planning Commission on
Tuesday, the 9th day of June,
2026 at 5:30 pm in Council
Chambers of the Austin
Municipal Building, 500 4th
Avenue N.E., Austin, Minnesota,
at which time and place all
interested persons will be heard.

BY ORDER OF THE AUSTIN
CITY PLANNING
COMMISSION

Holly Wallace
Planning and Zoning
Administrator

Austin Daily Herald:
May 30, 2026
HEARING 6.9.26

RESOLUTION NO.

**ACCEPTING FINAL PLAT
FOR I-90 BUSINESS PARK**

WHEREAS, a plat entitled I-90 Business Park Subdivision has been duly filed with the City Clerk pursuant to the appropriate resolution of the City Council, a hearing on the acceptance or rejection of said final plat was held in the Council Chambers on June 9, 2026 at 5:30 p.m. Notice of said hearing was duly given in the official newspaper of the City of Austin, Minnesota. At the time and place specified in said notice, said matter was duly considered.

WHEREAS, the Council hereby accepts said plat; and

WHEREAS, the property identified by the legal description 34.905.0101, comprising approximately 25 acres of land located east of 14th St NE and north of 10th Pl NE, shall henceforth be designated as I-90 Business Park.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF AUSTIN, MINNESOTA, that the City Clerk, upon passage, approval, and acceptance of this resolution, file its certified copy thereof in the office of the County Recorder and County Auditor of Mower County.

Passed by a vote of Yeas and Nays this 15th day of June, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor



Memorandum

To: Mayor and City Council

From: Trish Wiechmann, Human Resources Director

Date: June 15, 2026

Subject: Audit Assistance Services Contractor Agreement

City Council approval is requested for the attached Independent Contractor Agreement with Bradley Carlton to assist the Finance Department with completion of the City's 2025 audit.

Under the agreement, Mr. Carlton will work directly with Finance Department staff to help gather, organize, and prepare the information needed by the City's auditors. The agreement provides for compensation at a rate of \$175 per hour, not to exceed 60 hours without prior written approval, with the work to be completed by July 15, 2026. This timeline is intended to allow CLA (CliftonLarsonAllen) sufficient time to complete its audit work before the August 14, 2026, deadline.

Mr. Carlton was recommended by CLA (CliftonLarsonAllen), the City's current auditing firm, and comes highly recommended by their team. He previously worked for CLA (CliftonLarsonAllen) and has direct experience with municipal audit processes and the outstanding items that need to be completed. His background and familiarity with the work make him well-positioned to assist the City in responding efficiently to auditor requests and keeping the 2025 audit on schedule.

Approval of the Independent Contractor Agreement with Bradley Carlton for audit assistance services.

**Independent Contractor Agreement
City of Austin and Bradley Carlton**

This contract (the “Agreement”) is made and entered into this 15th day of June, 2026, between:

1. The City of Austin, Minnesota (the “City”), located at 500 4th Avenue NE, in Austin, Minnesota; and
2. Bradley Carlton, (the “Contractor”), located at 2506 6th Drive NW, in Austin, Minnesota.

The City and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

1. **Purpose.** The purpose of this agreement is to set forth the terms and conditions under which the Contractor will provide certain services to the City.
2. **Scope of Services.** The Contractor agrees to perform the following services (the “Services.”):

Assist the City’s Finance Department in completion of its 2025 audit.

The Contractor shall not enter into any subcontracts for Services provided under this Agreement without the express written consent of the City.

The Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards and generally applicable accounting principles and standards.

The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services.

The Contractor represents and warrants that he has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed by all applicable agencies and governmental entities and will perform the Services with reasonable care and skill.

The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a contractor under similar circumstances.

The Contractor shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the City. The City will not pay additional compensation for Services that do not have prior written authorization.

3. **Term.** This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with the terms of this Agreement, until the City's 2025 Audit is complete.

- A. Start date: The Contractor shall commence the Services promptly upon execution of this Agreement. It is understood that, due to time being of the essence, the Contractor has been allowed to commence work prior to execution. Such time shall be considered to be part of the performance of the Services under this agreement.
- B. Completion Date: The Contractor shall complete the Services by July 15, 2026. Time is of the essence. Contractor shall use his best efforts to facilitate completion of the 2025 audit by said date. Completion shall be defined as providing such assistance and guidance as is necessary for existing City staff to complete the collection, organization, and reporting of the information required to complete the City's 2025 audit to the City's Auditors (Clifton Larson Allen) and the City's receiving acknowledgment that such information is accepted by them as being consistent with their needs in completion of the 2025 audit.

The City may terminate this Agreement for any reason at any time. Termination shall be effective upon five (5) days' written notice to the Contractor.

The Contractor may terminate this Agreement if the City is in breach of any material obligation contained in this Agreement, which is not remedied by the City within ten (10) days of written notice.

The Parties may voluntarily terminate this Agreement at any time by mutual agreement.

In the event of termination, the City shall only be responsible to pay for the Services satisfactorily performed by the Contractor to the effective date of termination, as described in the final invoice to the City.

The term of this Agreement may be extended upon the written mutual consent of the Parties for such additional period as they deem appropriate upon the same terms and conditions as herein stated.

4. **Compensation.** As consideration for the provision of the Services, the City agrees to pay the Contractor as follows:

Contractor shall be paid at a rate of \$175 per hour, not to exceed 60 hours total for completion of the Services without written approval of the City Administrator. Contractor shall keep the City Administrator informed on an on-going basis on both the progress Contractor is making in the performance of the Services, but also whether the Contractor believes the Services can be achieved within this limitation.

The Contractor shall submit a weekly written progress reports and payment invoices to the City after such services have been provided hereunder. Each invoice shall include in detail the hours

worked and a description of the Services performed and progress made in completion of the Services.

The invoice shall be submitted to the City Administrator for approval. The City shall pay Contractor within two (2) weeks after the invoice has been approved for payment by the City Administrator.

If the City objects to all or any portion of any invoice, the City shall notify the Contractor of the dispute with ten (10) days from the date of receipt and shall pay that portion of the invoice not in dispute. Any dispute shall be settled in accordance with Paragraph 8 of this Agreement.

5. Independent Contractor Relationship. It is expressly understood that the Contractor is an “independent contractor” and not an employee of the City. The Contractor shall have control over the manner in which the Services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, Earned Sick and Safe Time, workers’ compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.

Subject to the above, the Contractor shall work closely and collaboratively with City Finance Department staff and department leadership in the completion of the Services for the purpose of training such staff in the performance of the services.

7. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Contractor’s negligence or the Contractor’s performance or failure to perform its obligations under this Agreement. The Contractor’s indemnification obligation shall apply to the Contractor’s subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

8. Dispute Resolution. The City and the Contractor agree to informally negotiate all disputes related to this Agreement in good faith for a period of fifteen (15) days from the date of the notice of dispute prior to proceeding to file a lawsuit regarding the dispute.

9. General Provisions.

- A. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. **Assignment.** The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.

- C. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. **Nondiscrimination.** In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- E. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Mower County, Minnesota.
- F. **Ownership of Documents.** All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of Services under this Agreement shall be the property of the City. The City may use such information for its purposes. The City shall be the copyright owner.
- G. **Government Data/Privacy.** The Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Contractor understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Contractor in performing those functions that the City would perform is subject to the requirements of Chapter 13, and the Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

Under Minnesota Statutes Chapter 13, certain information is deemed "Private," "Non-public," or "Confidential" information. The Contractor acknowledges that the release or use or release of any such information may be a violation of law and that violations of such laws may be subject to individual liability. The Contractor agrees to keep confidential and private any information disclosed to The Contractor as part of his performance of the Services or during the term of this Agreement, unless such disclosure is specifically reviewed and authorized by the City after consultation with the City Attorney.

- H. **Audits.** Pursuant to Minn. Stat. Section 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices that are relevant to this Agreement, are subject to examination by the City and either the Legislative Auditor or the State Auditor for a minimum of six years from the end of this Agreement.
- I. **Waiver.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

- J. **Third Party Reliance.** This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.
- K. **Notices.** All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to City: Trish Wiechmann
500 4th Avenue NE
Austin, MN 55912

Notice to Contractor: Bradley Carlton
2506 6th Drive NW
Austin, MN 55912

- L. **Force Majeure.** Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that Party's performance is prevented by reason of *force majeure*. "*Force majeure*" includes war, an act of terrorism, a pandemic or epidemic, fire, earthquake, flood and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.
- M. **Savings Clause.** If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.
- N. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

City of Austin, Minnesota

By: _____
Its Mayor

By: _____
Its City Administrator

Contractor



Bradley Carlton

RESOLUTION NO.

**RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR
AGREEMENT WITH BRADLEY CARLTON FOR AUDIT ASSISTANCE SERVICES**

WHEREAS, the City Council has determined that additional audit assistance is needed to support the Finance Department with completion of the City's 2025 audit; and

WHEREAS, the City Council has reviewed the proposed Independent Contractor Agreement with Bradley Carlton to assist Finance Department staff with gathering, organizing, and preparing information needed by the City's auditors; and

WHEREAS, Mr. Carlton was recommended by CLA (CliftonLarsonAllen), the City's current auditing firm, and has direct experience with municipal audit processes and the outstanding items that need to be completed; and

WHEREAS, under the proposed agreement, Mr. Carlton will be compensated at a rate of \$175 per hour, not to exceed 60 hours without prior written approval, with the work to be completed by July 15, 2026; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Austin, Minnesota, that the Independent Contractor Agreement with Bradley Carlton for audit assistance services is hereby approved.

Passed by a vote of yeas and nays this 15th day of June, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

City of Austin
Emily Burns,
Finance Director



500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773
Phone: 507-437-9959
eburns@ci.austin.mn.us
www.ci.austin.mn.us

MEMO

To: Mayor and City Council Members

From: Emily Burns, Finance Director

Date: June 15, 2026

Subject: 2025 Financial Audit Update and Assistance Request

ISSUE

Completion of the 2025 Financial Audit and Annual Comprehensive Financial Report (ACFR)

BACKGROUND

During the Staff Update provided at the June 1, 2026, Austin City Council meeting, staff indicated that additional information regarding the 2025 audit would be presented at the June 15, 2026, Council meeting.

At the direction of the City Council, an extension request for submission of the City's 2025 Financial Reporting Form was submitted to the Minnesota Office of the State Auditor on June 2, 2026. On June 3, 2026, the City received notification that the extension had been approved, extending the filing deadline to August 14, 2026. An extension request related to the Government Finance Officers Association (GFOA) Certificate of Achievement Program for the 2025 ACFR will be submitted on or after June 16, 2026.

The City of Austin Finance Department has historically experienced limited employee turnover, resulting in a succession of staff who were able to receive direct training and knowledge transfer from their predecessors. This continuity has helped preserve institutional knowledge regarding the City's accounting practices, reporting procedures, and year-end audit processes.

While many audit procedures and accounting requirements are standardized, each municipality develops unique practices, methodologies, and accounting processes based on its operations and historical practices. Familiarity with significant transactions and accounting decisions made during the 2025 fiscal year is vital to the efficient completion of the audit and preparation of the ACFR.

Consistent with the discussion during the June 1, 2026, Staff Update and at the direction of the City Council, staff requested a proposal from former Finance Director Tom Dankert to provide temporary assistance with completion of the 2025 audit and ACFR. Mr. Dankert's proposal is attached for Council's consideration.

RECOMMENDATION

Staff recommends approval of Tom Dankert's proposal to provide temporary professional services in support of the completion of the 2025 financial audit and Annual Comprehensive Financial Report as presented.

2025 AUDIT ASSISTANCE PROPOSAL

Thank you for your request regarding an estimate to assist the City with closing out 2025 in preparation for the audit. Given that I was not involved during the final quarter, this estimate is necessarily preliminary and based on prior experience.

Historically, completing the year-end close and preparing audit work papers required approximately two full months of intensive effort. This included managing regular finance responsibilities during the day and completing audit preparation during early mornings, evenings, and weekends. That process depended on timely completion of fixed asset and capital accounting, as well as supporting work papers from staff. I am assuming that most of this work has been completed or is accessible. If not, City staff will need to assist in gathering documentation and finalizing the capital asset components.

Based on that context, I estimate that completing this work will require approximately 80–100 hours. However, the actual time may vary depending on the condition of the records and any issues that arise from the final quarter. My initial approach would be to begin reviewing and processing items during evenings, weekends, and the Juneteenth holiday, if you would like me to proceed. I could also allocate up to five vacation days to assist onsite, though likely limited to one to two days per week.

Ideally, I would target completion within approximately six weeks, with a more refined timeline once work begins and conditions are better understood.

To perform this work effectively, I would require the following:

- * 24/7 facility access (key fob) to accommodate off-hours work
- * Full LOGIS access, consistent with my previous role
- * A workstation (preferably dual monitors) and printer access, including 11x17 capability
- * Authorization to communicate directly with the auditors as needed
- * Access to prior year audit work papers and relevant shared drives
- * Access to Laserfiche and supporting documentation
- * Access to investment, banking, and grant records
- * If available, an email account to communicate efficiently with staff

My proposed rate for this work is \$300 per hour, which is consistent with consulting market rates for this type of engagement. This estimate is based on currently available information; additional complexities or adjustments identified by the auditors could extend the scope.

It is important to clarify that my role would be to assist in preparing the City's records to the best of my ability based on available information and past experience. I would not be entering into a formal consulting contract with extensive legal provisions, but rather focusing on delivering the work efficiently and effectively.

While I have other personal commitments this time of year, I value the relationships I've built with the City team and am willing to assist in getting through this critical period. The engagement with CLA to prepare the financial statements should also be helpful, and I can assist with conversion entries as time allows.

Please let me know your thoughts on moving forward. Given the timeline, it would be best to begin as soon as possible if you would like my assistance.

RESOLUTION NO.

**RESOLUTION APPROVING TEMPORARY ASSISTANCE
FOR THE 2025 FINANCIAL AUDIT AND
ANNUAL COMPREHENSIVE REPORT WITH TOM DANKERT**

WHEREAS, the City is required to complete its 2025 financial audit and Annual Comprehensive Financial Report; and

WHEREAS, temporary outside audit assistance is necessary to support the timely completion of these required financial reporting obligations; and

WHEREAS, staff recommends that Mr. Tom Dankert be approved to provide this temporary audit assistance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin, Minnesota approves the hiring of Tom Dankert for temporary audit assistance in completing the 2025 financial audit and Annual Comprehensive Financial Report, and authorizes staff to take the necessary steps to secure and coordinate these services

Passed by a vote of yeas and nays this 15th day of June, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

City of Austin
Brianne Wolf,
City Clerk



500 Fourth Avenue N.E.
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MEMO

To: Honorable Mayor and City Council Members

From: Brianne D. Wolf, City Clerk

Date: June 11, 2026

Subject: Council Chambers Panic Hardware, Door Replacement, and Lock Replacement

I have been reviewing potential improvements to enhance the safety and security of the Council Chambers for elected officials, City staff, and members of the public attending meetings. As part of this review, the State Fire Marshal is requiring the city to install panic hardware on the doors in Council Chambers.

Panic hardware allows a door to open immediately when pressure is applied to the interior push bar, reducing the risk of delays or congestion during an evacuation.

Southern Lock and Glass provided the attached quote to install panic hardware on all doors serving the Council Chambers. The southern door leading into the hallway no longer closes properly, so the quote also includes an undersized replacement door slab designed to fit the existing frame.

Installing the proposed hardware will address the State Fire Marshal's requirement while supporting the broader effort to improve safety and security within the Council Chambers. Staff recommend approving the quote in the amount of \$6,750.91 and authorizing Southern Lock and Glass to complete the work with funding from contingency.

Additionally, a secure door with a Simplex Mechanical Push Button Lock has failed and needs to be replaced. We received a quote from Sellers Lock and Key in the amount of \$1,172.00. Staff recommend approving the quote and authorizing Sellers Lock and Key to complete the work with funding from the building fund.



316 Main Court
Albert Lea, MN 56007
(507) 373-9446 phone
(507) 402-1618 cell
(507) 373-2650 fax

Email: southernlockandglass@gmail.com
Web: www.southernlockandglass.com
Facebook: facebook.com/southernlock

Estimate

May 20, 2026

City of Austin
Attn: Brian

Re: Replace Door & Install Exit Devices (City Chambers Room)

Furnish & Install:

- 1 – 3'0" x 7'0" Steel Door (Custom Factory Width)
- 2 – MARKS Rim Exit Devices with Lever Locks
- 4 – MARKS V.R. Exit Devices
- 2 – Lever Trims

Total \$6,750.91

Add Pre Paint \$150.00

Quoted By: Keith Flatness

Sellers Lock & Key Inc
303 5th Place NW
Austin, MN 55912

Estimate

Date 6/11/2026
Estimate # 961

Name / Address

City of Austin
500 4th Ave. NE
Austin, MN 55912

P.O. #

Terms

Due Date 6/11/2026

Other

Description	Qty	Rate	Total
Service Call/Trip Charge	1	62.00	62.00
Kaba Simplex Lever	1	925.00	925.00T
Schlage LFIC Cylinder	1	60.00	60.00T
Master Rekey	1	25.00	25.00
Labor Charge to Diagnose Issue with Previous Lock & Install New Hardware	1	100.00	100.00
For: Basement			
		Subtotal	\$1,172.00
		Sales Tax (0.0%)	\$0.00
		Total	\$1,172.00

Sellers Lock & Key Inc
sellerslockandkey@yahoo.com
www.sellerslock.com

507-433-2787

RESOLUTION NO.

**RESOLUTION APPROVING CITY HALL AND COUNCIL CHAMBERS
SAFETY & SECURITY IMPROVEMENTS**

WHEREAS, the Fire Marshal has directed the City to install panic hardware on the doors serving the Council Chambers; and

WHEREAS, Southern Lock and Glass provided a quote for \$6,750.91 to install the required panic hardware and replace the southern hallway door slab; and

WHEREAS, the secure basement door lock has failed, and Sellers Lock and Key provided a quote for \$1,172.00 to replace it.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Austin, Minnesota, hereby approves the quote from Southern Lock and Glass for \$6,750.91 with funding coming from contingency and approves the quote from Sellers Lock and Key for \$1,172.00 with funding coming from the building fund.

BE IT FURTHER RESOLVED that the appropriate City officials are authorized to proceed with the work.

Passed by a vote of yeas and nays this 15th day of June, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor