

**A G E N D A**  
**CITY COUNCIL MEETING**  
**MONDAY, DECEMBER 1, 2025**  
**5:30 P.M.**  
**COUNCIL CHAMBERS**

Call to Order.

Pledge of Allegiance.

Roll Call.

- (mot) 1. Adoption of Agenda.
- (mot) 2. Approving Minutes from November 17, 2025
- 3. Recognitions and Awards
- (mot) 4. \*Consent Agenda

Licenses:

Exempt Gambling (Raffle): Whitetails Unlimited Southern MN Deer Camp on  
January 10, 2026

Claims:

- a. Pre-list of bills
- b. Investment report

**PUBLIC HEARINGS:**

- (res) 5. Reviewing a currency exchange license application from Tienda y Taqueria Guerrero, Inc.
  - a. Approving currency exchange license

**AWARDING BID:**

- (res) 6. Receiving bids for a hazard demolition
  - a. Awarding bid

**PETITIONS AND REQUESTS:**

- (res) 7. Granting a hard on-sale liquor & Sunday on-sale liquor license to Landeros Mexican Restaurant LLC, Austin, MN
- (res) 8. Requesting feasibility reports for 2026 street reconstruction projects
- (res) 9. Approving a proposal for an asbestos and hazardous materials inspection
- (res) 10. Approving the 2026 Hormel Foundation grant awards
- (res) 11. Approving Memorandum of Agreement with Austin Associates Organization for

2026 Health Insurance

- (res) 12. Approving Memorandum of Agreement with UAW – Wastewater Treatment Plant for 2026 Health Insurance
- (mot) 13. Approving the City of Austin’s Minnesota Paid Family and Medical Leave (MNPL) Policy
- 14. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at the following location:
  - (mot) a. 104 3rd Ave SE, Rose Property

**CITIZENS ADDRESSING THE COUNCIL**

**HONORARY COUNCIL MEMBER COMMENTS**

**REPORTS AND RECOMMENDATIONS:**

City Administrator

City Council

- (mot) Adjourn to **Monday, December 15, 2025** at 5:30 pm in the Council Chambers.

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

M I N U T E S  
CITY COUNCIL MEETING  
November 17, 2025  
5:30 PM  
Council Chambers

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

MEMBERS ABSENT: Council Member Laura Helle

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

APPEARING IN PERSON: Members of the Community

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

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

Moved by Council Member Fischer, seconded by Council Member Baskin, approving Council minutes from November 3, 2025. Carried.

CONSENT AGENDA

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

Licenses:

Tree Service: Diego Landscaping Lawn Mowing and Trees Services LLC, Austin, MN

Liquor Catering: Green Mill, Albert Lea, MN

Exempt Gambling (raffle): United Catholic Schools Foundation of Austin, MN on January 7, 2026

Exempt Gambling (raffle): Knights of Columbus Council 1201 on January 24, 2026

Exempt Gambling (raffle): Mower County Fair/Mower County Agricultural Society on February 21, 2026

Claims:

- a. Pre-list of bills

Appointments:

Lindsey Compton as the Honorary Council Member – December 1, 2025 to February 17, 2026.

Carried.

## PUBLIC HEARINGS

City Administrator Craig Clark presented a City Charter change to Council for approval. He stated the Mayor would be voting on all three changes. The proposed change would replace Sections 8.01-8.03 with a new 8.01 and 8.02. The effective change would be to remove the Mayor as the head of the police department and retain the same personnel structure as all other department heads under the City Administrator.

Moved by Council Member Baskin, seconded by Council Member Oballa, for preparation of the ordinance. Carried.

Moved by Council Member-at-Large Austin, seconded by Council Member Postma, for the adoption of the ordinance and change to the City Charter regarding the police department. Carried 7-0.

City Administrator Craig Clark presented a City Charter change on civil penalties to Council. He stated this change more clearly identifies the City's right to assess citations for civil penalties. This would be added to the Charter under section 7.02.

Moved by Council Member Fischer, seconded by Council Member Baskin, for preparation of the ordinance. Carried.

Moved by Council Member Postma, seconded by Council Member Waller, for the adoption of the ordinance and change to the City Charter regarding civil penalties. Carried 7-0.

City Administrator Craig Clark presented City Charter changes to Council for approval. The proposed changes would bring forward more clarity within the Parks Charter sections. The following proposed changes were proposed or retained: clearly state the Council have oversight and budgetary control, but subject to that oversight and budgetary control the Park Board is tasked with managing and controlling the parks and recreational facilities of the City. It states the Park Board has direct responsibility for caring for trees and other plantings on public grounds and right-of-ways. It retains the former verbiage that places upon the Park Board the function of "devising" a system of public parks and recreational facilities. It retains the former verbiage that described the process of submitting the annual report and budget request. It retains the former verbiage that described how members of the Park Board are appointed and removed. It changes the language about how accounts payable and other obligations are handled. It retained the language that talks about the "secretary" taking possession of revenues but added language about them coordinating with the

Finance Director in making sure those funds are properly recorded. Clarified that it is the City that will acquire lands to be dedicated as park lands, or construct facilities that will be used for recreational purposes. Clarified that the Park Board should recommend these things to the Council. Clarified that Human Resources is done by the City, employees are employees of the City, with City Administrator oversight and Council empowered to set policy. Retained existing provisions about Park Board setting rules in parks, and police retaining jurisdiction within parks.

Moved by Council Member Fischer, seconded by Council Member Baskin, for preparation of the ordinance. Carried.

Moved by Council Member-at-Large Austin, seconded by Council Member Oballa, for the adoption of the ordinance and change to the City Charter to the Parks, Recreation, and Forestry department. Carried 7-0.

Moved by Council Member Fischer, seconded by Council Member Waller, approving of the summary publication of the ordinance. Carried 7-0.

## AWARDING BIDS

Parks, Recreation, and Forestry Director Jason Schon stated the Austin Minnesota Area Pickleball Association (AMAPA) made a donation to the City of Austin in the amount of \$35,000 to cover the estimated cost of engineering services for the pickleball court project. The cost estimate was based on engineering and design services to be 7% of the estimated \$500,000 total project budget. Engineering services rendered will provide a design, plans and specifications, and cost estimate, allowing this project to move forward pending overall project funding approval. The City received three proposals for engineering services. The low bid came in at \$32,000 from Larson Engineering. Mr. Schon would recommend awarding the bid to Larson Engineering.

Moved by Council Member Baskin, seconded by Council Member Oballa, awarding the bid for engineering services to Larson Engineering. Carried. 6-0.

Assistant City Engineer Andrew Sorenson stated the engineering department requested proposals from three consultants to perform soil borings in twenty one locations and provide geotechnical reports on their findings. The geotechnical reports will provide the engineering department information regarding the soil conditions for the 2026 & 2027 construction projects. The project will be funded using Local Fund 49. The low bid came in at \$15,146 and he would recommend awarding the bid to Chosen Valley Testing, Inc.

Moved by Council Member Fischer, seconded by Council Member Baskin awarding the bid for soil borings to Chosen Valley Testing, Inc. Carried. 6-0.

## PETITIONS AND REQUESTS

Moved by Council Member-at-Large Austin, seconded by Council Member Baskin, setting a public hearing for December 15, 2025 on the adoption of the 5-year Capital Improvement Plan. Carried. 6-0.

Moved by Council Member Fischer, seconded by Council Member-at-Large Austin, granting off-sale liquor licenses, club on-sale licenses, wine /strong beer, on-sale licenses, brewer off-sale malt liquor licenses, Sunday hard liquor, on-sale, Sunday wine on-sale licenses, Sunday brewer off-sale, brewer, Taproom with Sunday, brewer taproom and 3.2 beer on and off-sale. Carried. 6-0.

Assistant City Engineer Andrew Sorenson requested Council approve a three-year individual control mechanism (ICM) agreement with LL Parks, LLC. The agreement would expire on December 31st, 2028.

Moved by Council Member Oballa, seconded by Council Member Fischer, approving an ICM agreement with LL Parks, LLC. Carried. 6-0.

Planning and Zoning Director Holly Wallace reviewed a variance request for an accessory structure. Ms. Wallace stated the structure is 16x25 and would be an addition to the existing garage. The Planning Commission approved the request. There were no objections from the public to this request.

Moved by Council Member Fischer, seconded by Council Member Postma, approving the variance request for the accessory structure. Carried.

Planning and Zoning Director Holly Wallace reviewed an amendment to a variance request for a reduction of green space at Astrup Properties. Ms. Wallace stated the petitioner is requesting a reduction to 9.4% greenspace from the previous 11% greenspace. The Planning Commission approved the request. There were no objections from the public to this request.

Moved by Council Member Oballa, seconded by Council Member Waller, approving the greenspace variance request. Carried.

Moved by Council Member-at-Large Austin, seconded by Council Member Postma, approving a twenty year agreement for waste water treatment with Hormel Foods. Carried. 4-0. (Council Member Baskin and Oballa, Abstaining)

Moved by Council Member Baskin, seconded by Council Member Fischer, approving an MOA agreement with the AEA bargaining group. Carried. 6-0.

#### CITIZENS ADDRESSING THE COUNCIL

Brad Johnson from the Austin Enhancement Group invited the public to come downtown the evening after Thanksgiving for a holiday celebration.

#### REPORTS AND RECOMMENDATIONS

Council Member Baskin congratulated the Austin Packer Swim team and the Austin Packer Dance team on their recent wins at state.

Moved by Council Member-at-Large Austin, seconded by Council Member Oballa, adjourning the meeting to December 1, 2025. Carried.

Adjourned: 5:58 p.m.

Approved: Dcember 1, 2025

Mayor: \_\_\_\_\_

City Clerk: \_\_\_\_\_

**City of Austin  
Brianne Wolf,  
City Clerk**



**500 Fourth Avenue N.E.  
Austin, Minnesota 55912-3773  
Phone: 507-437-9944  
briannnew@ci.austin.mn.us  
[www.ci.austin.mn.us](http://www.ci.austin.mn.us)**

**TO: Mayor and City Council Members**

**FROM: Brianne D. Wolf, City Clerk**

**DATE: November 19, 2025**

**RE: Hearing for Currency Exchange License Renewal for Tienda y Taqueria Guerrero Inc.**

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The State of Minnesota issues currency exchange licenses and requires cities to hold public hearings for the renewals. We received the attached letter dated October 31, 2025 for the renewal of a currency exchange license for Tienda Y. Taqueria Guerrero. The license was originally issued in 2013 and the City has not received any complaints regarding the establishment.

We would recommend the approval of the license renewal.

Please let me know if you have any questions.



October 31, 2025

Sent via e-mail:

[BrianneW@ci.austin.mn.us](mailto:BrianneW@ci.austin.mn.us)

City of Austin  
Attention: City Clerk – Brianne Wolf  
500 4<sup>th</sup> Ave NE  
Austin, MN 55912

RE: Currency Exchange License Renewal for 2026

Dear Ms. Wolf:

The following currency exchange licensee has applied to renew their currency exchange license to operate at:

Tienda y Taqueria Guerrero Inc.  
301 D 4<sup>th</sup> Ave NE  
Austin, MN 55912  
NMLS #1543380

Pursuant to Minnesota Statutes Chapter 53A.04, we are notifying your office that a complete currency exchange license renewal application has been filed with the Department of Commerce. The renewal application included the names of the officers and owners of the licensee, background checks on each of the owners and officers from the Minnesota Bureau of Criminal Apprehension, a fee schedule of all fees to be charged by the currency exchange office, a \$10,000 surety bond valid through December 31, 2026, and the \$500 renewal fee. If you wish to receive a copy of the complete currency exchange license renewal application form that was filed with this office, please contact Gail Groop at [gail.groop@state.mn.us](mailto:gail.groop@state.mn.us) OR 651-539-1593, and the renewal application form will be emailed to you.

Minnesota Statutes Chapter 53A.04 requires the Department of Commerce to submit any application for licensure as a currency exchange to the governing body of the local unit of government in which the currency exchange business is located. The law further requires the governing body to give published notice of its intention to consider the issue and shall solicit testimony from interested persons, including those in the community in which the licensee is located. If the governing body has not approved or disapproved the issue within 60 days of receipt of the application, concurrence is presumed. The governing body shall have the sole responsibility for its decision. The state shall have no responsibility for that decision. Your cooperation in forwarding this information to the proper unit within your organization is appreciated.

Your reply must be received within 60 days of receipt of this emailed letter. If you have any questions, please contact me at the telephone number or email listed below.

Warm regards,

*Melissa Knoepfler*

Melissa Knoepfler  
Financial Institutions Division  
651-539-1722  
[melissa.knoepfler@state.mn.us](mailto:melissa.knoepfler@state.mn.us)

**RESOLUTION NO.**

**RESOLUTION APPROVING THE APPLICATION OF TIENDA Y TAQUERIA GERRERO, INC.  
FOR A CURRENCY EXCHANGE OPERATION REGULATED BY  
THE MINNESOTA DEPARTMENT OF COMMERCE**

WHEREAS, Tienda Y Taqueria Guerrero, Inc. originally submitted an application to the Minnesota Department of Commerce on May 23, 2013 for a currency exchange license; and

WHEREAS, the City of Austin approved the license on September 3, 2013; and

WHEREAS, the Minnesota Department of Commerce mailed the application for renewal the City of Austin on October 31, 2025; and

WHEREAS, pursuant to Minnesota Statute Section 53A-04 (a) states as follows:

Within 30 days after the receipt of a complete application, the commissioner shall deny the application or submit the application to the governing body of the local unit of government in which the applicant is located or is proposing to be located. The commissioner may not approve the application without the concurrence of the governing body. The governing body shall give published notice of its intention to consider the issue and shall solicit testimony from interested persons, including those in the community in which the applicant is located or is proposing to be located. If the governing body has not approved or disapproved the issue within 60 days of receipt of the application, concurrence is presumed. The commissioner must approve or disapprove the application within 30 days from receiving the decision of the governing body. The governing body shall have the sole responsibility for its decision. The state shall have no responsibility for that decision.

WHEREAS, the matter was set for a public hearing on December 1, 2025. Notice for said public hearing was published on November 19, 2025; and

NOW THEREFORE, BE IT RESOLVED, that the Austin City Council hereby approves of the renewal application submitted to the Minnesota Department of Commerce for the request of a currency exchange operation at Tienda y Taqueria Guerrero, Inc. located at 301-D 4<sup>th</sup> Avenue NE, Austin, Minnesota.

Passed by the Austin City Council this 1st day of December, 2025.

YEAS

NAYS

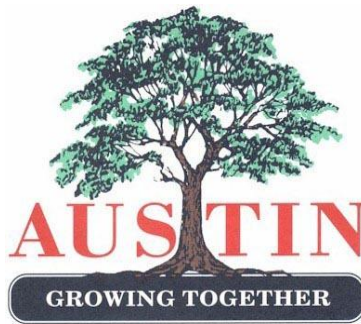
ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

City of Austin  
Zoning Department  
500 Fourth Avenue N.E.  
Austin, MN 55912-3773



Holly Wallace  
Planning/Zoning Admin.  
Phone: 507-437-9952  
Fax: 507-437-7101  
hollyw@ci.austin.mn.us

## Memorandum

**To:** Mayor & Council  
**From:** Brent Johnson, Zoning Inspector  
**Date:** November 21<sup>st</sup>, 2025  
**Subject:** Bids – Demolition  
2400 4<sup>th</sup> Dr SW- machine shed

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The City of Austin received bids for the hazard demolition of the residential buildings located at 2400 4<sup>th</sup> Dr SW-rear section of the machine shed on Friday, November 21<sup>st</sup>, 2025. Work will consist of removing the rear section walls and roof of the machine shed. The bids are summarized below.

<b><u>Contractor</u></b>	<b><u>Total Bid</u></b>
Hansen Hauling & Excavating, Inc.	\$8,100
Jim's Excavating LLC	\$6,500

The project will be funded using the dollars set aside for the project. We would recommend awarding the project to Jim's Excavating LLC. If you have any questions, please contact me.

Asbestos testing	\$334.47
Asbestos Abatement	\$0
Demolition	\$6,500.00

**RESOLUTION NO.**

**AWARDING BID FOR HAZARDOUS BUILDING DEMOLITION**

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

Hazardous Building Demolition at 2400 4<sup>th</sup> Dr SW – Rear Section of Machine Shed

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

<u><b>Contractor</b></u>	<u><b>Total</b></u>
Jim's Excavating LLC	\$6,500
Hansen Hauling & Excavating, Inc.	\$8,100

**AND, WHEREAS**, it appears Jim's Excavating LLC is the lowest responsible bidder.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Austin, Minnesota that the bid of Jim's Excavating LLC is hereby accepted and the Mayor and City Administrator are hereby authorized and directed to enter into the standard city contract with Jim's Excavating LLC in the name of the City of Austin for the following:

Hazardous Building Demolition at 2400 4<sup>th</sup> Dr SW – Rear Section of Machine Shed

Passed by a vote of yeas and nays this 1st day of December, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

City of Austin  
Brianne Wolf,  
City Clerk



500 Fourth Avenue N.E.  
Austin, Minnesota 55912-3773  
Phone: 507-437-9944  
briannew@ci.austin.mn.us  
[www.ci.austin.mn.us](http://www.ci.austin.mn.us)

## MEMO

To: Mayor and City Council Members

From: Brianne D. Wolf, City Clerk

Date: November 26, 2025

Subject: Hard On-Sale & Sunday On-Sale Liquor License Application Request

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The Clerk's Office has received an application for a hard on-sale & Sunday on-sale liquor license from Landeros Mexican Restaurant LLC, 501 W. Oakland Avenue. This is a new license request that would begin January 1, 2026.

The Clerk's office has received the certification documents that are required for this license, and recommends approval.

Please let me know if you have any questions.

**RESOLUTION NO.**

**GRANTING HARD LIQUOR ON-SALE & SUNDAY ON-SALE LICENSE**

**WHEREAS**, the establishment hereinafter named has applied to the City Council at Austin, Minnesota, for license to sell hard liquor on-sale and Sunday on-sale at the respective address listed below; and

**WHEREAS**, after due investigation, it appears said establishment for said license for sale of hard liquor on-sale and Sunday on-sale has complied with all the provisions of the law relative thereto and is entitled to have a license issued to them for the address listed below their name.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Austin, Minnesota does hereby grant license for the sale of hard liquor on-sale and Sunday on-sale to the following named licensee at the following location in Austin, Minnesota, which license shall commence January 1, 2026 and expire December 31, 2026.

Landeros Mexican Restaurant LLC  
501 W Oakland Ave  
Austin, MN 55912

Passed by a vote of yeas and nays this 1st day of December, 2025.

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 Engineer/P.W. Director  
507-437-9950  
Fax 507-437-7101  
slang@ci.austin.mn.us

## Memorandum

**To:** Mayor & Council  
**From:** Steven Lang, PE  
**Date:** November 24, 2025  
**Subject:** 2026 Construction Projects, Request for Feasibility Reports

In preparation for 2026 construction projects, we have prepared a timeline to meet the critical dates required of the assessment process. The initial step in the process is for Council to request feasibility reports. The projects that will be involved with this schedule are those listed below:

<b>Project</b>	<b>Project #</b>
1) <b>8<sup>th</sup> Street SE</b>	<b>25104</b>
• 8 <sup>th</sup> Street SE – 8 <sup>th</sup> Ave SE to 15 <sup>th</sup> Ave SE	
2) <b>7<sup>th</sup> Avenue SW, 8<sup>th</sup> Avenue SW &amp; 26<sup>th</sup> Street SW M&amp;O</b>	<b>26101</b>
• 7 <sup>th</sup> Avenue SW – 24 <sup>th</sup> St SW to 8 <sup>th</sup> Ave SW	
• 8 <sup>th</sup> Avenue SW – 7 <sup>th</sup> Ave SW to 27 <sup>th</sup> St SW	
• 26 <sup>th</sup> Street SW – 5 <sup>th</sup> Ave SW to 8 <sup>th</sup> Ave SW	
3) <b>9<sup>th</sup> Avenue NW</b>	<b>26102</b>
• 9 <sup>th</sup> Avenue NW – Blue Line Flats Apts to Dead end East of 11 <sup>th</sup> St NW	
4) <b>5<sup>th</sup> Street NW &amp; 7<sup>th</sup> Street NW</b>	<b>26103</b>
• 5 <sup>th</sup> Street NW – 12 <sup>th</sup> Ave NW to 15 <sup>th</sup> Ave NW	
• 7 <sup>th</sup> Avenue NW – 13 <sup>th</sup> Ave NW to 15 <sup>th</sup> Ave NW	
5) <b>14<sup>th</sup> Street NW M&amp;O (MSAS)</b>	<b>26104</b>
• 14 <sup>th</sup> Street NW M&O – 8 <sup>th</sup> Ave NW to 15 <sup>th</sup> Ave NW	

If you have any questions, please feel free to contact me.

## RESOLUTION NO.

### RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENTS

WHEREAS, it is proposed to make the following improvements:

Project #

- 1) **8<sup>th</sup> Street SE**
  - 8<sup>th</sup> Street SE – 8<sup>th</sup> Avenue SE to 15<sup>th</sup> Avenue SE   **25104**
- 2) **7<sup>th</sup> Avenue SW, 8<sup>th</sup> Avenue SW & 26<sup>th</sup> Street SW M&O**   **26101**
  - 7<sup>th</sup> Avenue SW – 24<sup>th</sup> St SW to 8<sup>th</sup> Ave SW
  - 8<sup>th</sup> Avenue SW – 7<sup>th</sup> Ave SW to 27<sup>th</sup> St SW
  - 26<sup>th</sup> Street SW – 5<sup>th</sup> Ave SW to 8<sup>th</sup> Ave SW
- 3) **9<sup>th</sup> Avenue NW**   **26102**
  - 9<sup>th</sup> Avenue NW – Blue Line Flats Apts to Dead end East of 11th
- 4) **5<sup>th</sup> Street NW & 7<sup>th</sup> Street NW**   **26103**
  - 5<sup>th</sup> Street NW – 12<sup>th</sup> Ave NW to 15<sup>th</sup> Ave NW
  - 7<sup>th</sup> Avenue NW – 13<sup>th</sup> Ave NW to 15<sup>th</sup> Ave NW
- 5) **14<sup>th</sup> Street NW M&O (MSAS)**   **26104**
  - 14<sup>th</sup> Street NW M&O – 8<sup>th</sup> Ave NW to 15<sup>th</sup> Ave NW

and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Section 429.001 to 429.111 (Laws 1953), Chapter 398, as amended.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AUSTIN, MINNESOTA**, that the proposed improvements were referred to Steven Lang, City Engineer, to study and that he is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are feasible and as to whether they should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvements as recommended.

Passed by a vote of yeas and nays this 1st day of December, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

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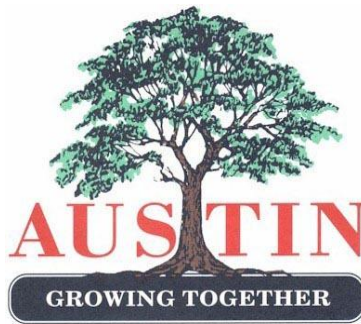
City Clerk

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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:** Brent Johnson  
**Date:** November 17, 2025  
**Subject:** Asbestos and Hazardous Materials Inspection 210  
4<sup>th</sup> St NE. El Parral Bar & Ballroom

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The City of Austin requested a proposal for the asbestos and hazardous materials inspection for the El Parral Bar & Ballroom located at 210 4<sup>th</sup> St NE on Thursday, November 13<sup>th</sup>, 2025. Work will consist of visual examination of suspect materials, identify and written description of asbestos-containing building material and map of sample locations. Institute for Environmental Assessment, Inc. (IEA) provided a proposal in the amount of \$8,950 and \$21.00 per bulk sample.

These costs will be eligible for reimbursement using 50% DNR grant and 50% Local Option Sales Tax. We would recommend awarding the asbestos and hazardous materials inspection to IEA. If you have any questions, please contact me.

**Project Costs:**

Asbestos Testing	\$8,950 plus \$21 per bulk sample
Asbestos Design and Bidding	
Asbestos Abatement	

**RESOLUTION NO.**

**Resolution Authorizing an Agreement with the Institute for Environmental Assessment, Inc. to Perform an Asbestos and Hazardous Materials Inspection at 210 4th Street NE**

**WHEREAS**, the City has received a proposal from Institute for Environmental Assessment, Inc. to perform an asbestos and hazardous materials inspection of the El Parral Bar & Ballroom located at 210 4<sup>th</sup> Street NE.

**WHEREAS**, the work will consist of a building inspection and material sample testing for hazardous materials per EPA guidelines.

**WHEREAS**, the project contract fee would be \$8,950.00. There is an additional cost for laboratory analysis fee per bulk sample layer of \$21.00.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Austin hereby approves the agreement with Institute for Environmental Assessment, Inc. to perform asbestos and hazardous materials inspection in the amount of \$8,950.00 and additional cost for laboratory analysis fee per bulk sample layer of \$21.00.

Passed by a vote of yeas and nays this 1st day of December, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Date: November 24, 2025

To: City of Austin

From: Tom Dankert, General Manager

Re: 2026 Hormel Foundation Grant Awards

[https://austinutilities0-my.sharepoint.com/personal/tomd\\_austinutilities\\_com/documents/hormel-foundation/2025/2026-grant-award-city-of-austin.docx](https://austinutilities0-my.sharepoint.com/personal/tomd_austinutilities_com/documents/hormel-foundation/2025/2026-grant-award-city-of-austin.docx)

The Hormel Foundation has approved the following operational and capital grants to the City of Austin for 2026:

The Hormel Foundation Contributions Committee Recommendations For Calendar Year 2026		2026	
Agency	Program	Requested	Recommended
City of Austin			
	Delivering the Data: Hotspot Data Plans	60,000	60,000
	Fire Prevention and Education	5,000	5,000
	Freedom Fest Fireworks/Festival	25,000	23,000
	Housing Forward: A Community Investment Initiative	100,000	100,000
	Ice Resurfacer	185,000	185,000
	Jay C. Hormel Nature Center Education Programs	50,000	50,000
	Nature Center Trail Maintenance	25,000	25,000
	Outdoor Pickleball Courts	250,000	250,000
	Playground replacement	50,000	50,000
	Police Chaplaincy Program	16,500	16,500
	Veteran's Pavillion and Isaak Walton Cabin repairs and upg	50,000	50,000
	WoodCHIP Program: Tree Removal and Replanting initiative	100,000	75,000
	ArtWorks Center	76,931	72,000
	<b>Total City of Austin</b>	<b>\$ 993,431</b>	<b>\$ 961,500</b>

Please note the ArtWorks Center flows though the City of Austin and then to the Austin Area Commission for the Arts.

However, the \$20 million requested for the new municipal pool was not approved. Questions on the cost, location, amenities, funding sources, and the plan in general were listed as concerns during the vote.

The above grants should be approved in December 2025 via resolution accepting the grants for 2026.

RESOLUTION NO.

ACCEPTING DONATIONS FROM HORMEL FOUNDATION

WHEREAS, the City has submitted the applications for the 2026 Hormel Foundation grant awards; and

1. Delivering the Data: Hotspot Data Plans - \$60,000
2. Fire Prevention and Education - \$5,000
3. Housing Forward: A Community Investment Initiative - \$100,000
4. Ice Resurfacers - \$185,000
5. Jay C. Hormel Nature Center Education Programs - \$50,000
6. Nature Center Trail Maintenance - \$25,000
7. Outdoor Pickleball Courts - \$250,000
8. Playground Replacement - \$50,000
9. Police Chaplaincy Program - \$16,500
10. Veteran's Pavilion and Isaak Walton Cabin repairs and upgrades - \$50,000
11. WoodCHIP Program: Tree Removal and Replanting Initiative - \$75,000

WHEREAS, the Hormel Foundation also approved the following pass-thru grants:

Quality of Life - \$95,000 (this includes \$23,000 for the 4<sup>th</sup> of July festival and \$72,000 to the Austin Artworks Center for rent and property tax reimbursement).

WHEREAS, according to M.S. §465.03, the City Council must accept the donations by a two-thirds majority.

NOW, THEREFORE, BE IT RESOLVED that the Austin City Council graciously accepts the Hormel Foundation grants for 2026.

Passed by a vote of yeas and nays this 1st day of December, 2025.

YEAS

NAYS

ATTEST:

APPROVED:

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City Clerk

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Mayor

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is made by and between the City of Austin ("Employer") and the Austin Associates Organization ("Unit").

### Recitals

WHEREAS, the Unit is the exclusive representative for certain employees of the Employer in an appropriate unit ("Bargaining Unit Employees"); and

WHEREAS, Employer and Unit are parties to a labor agreement (hereinafter "Labor Agreement"), effective January 1, 2023 through December 31, 2025;

WHEREAS, Employer provides group health insurance to Bargaining Unit Employees ("Group Health Insurance");

WHEREAS, the Labor Agreement or previous Memorandum of Agreements do not include provisions for health insurance contributions beyond 2025, and this Memorandum of Agreement is necessary to establish Employer contributions for the 2026 plan year; and

WHEREAS, Employer has changed its Group Health Insurance provider/plan administrator beginning January 1, 2026, for insurance plans offered to Bargaining Unit Employees;

WHEREAS, Bargaining Unit Employees will experience open enrollment during November 2025, during which they will have the opportunity to select Group Health Insurance from among two plans offered by Employer for calendar year 2026;

WHEREAS, the parties agree that this Memorandum of Agreement does not bind either party to any terms or commitments beyond 2026 and does not represent any policy or practice that would bind either party to any specific term or condition beyond 2026.

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Unit agree as follows:

**Article 1. Anticipated Plans for 2026.** Employer intends to offer the following health plan as the required Base Plan under the Labor Agreement beginning January 1, 2026:

\$3,500/\$7,000 Cigna Network Base Plan

In addition, Employer intends to offer the following health plan as an alternative to the Base Plan:

\$2,000/\$4,000 Cigna Network Plan

Anticipated details about each plan's coverage, maximum out-of-pocket, and summary of benefits (as currently provided to Employer by the insurer), have been provided prior to entry of this agreement. Said details remain subject to adjustment based on changes in the carrier's actual plan offering at the time Employer's plans are finalized with the carrier.

**Article 2. Change in Employer's premium contribution and cap for 2026.** The contribution and cap, for 2026, will be as follows, unless changed by mutual agreement under terms negotiated through the collective bargaining process.

**\$3,500/\$7,000 Cigna Network – Employer Base Plan**

\$1,546.27 per month	Family Coverage
\$1,094.75 per month	Employee plus Spouse Coverage
\$1,004.44 per month	Employee plus Child(ren) Coverage
\$ 592.61 per month	Employee Only Coverage

**\$2,000/\$4,000 Cigna Network Plan**

\$1,595.64 per month	Family Coverage
\$1,144.12 per month	Employee plus Spouse Coverage
\$1,053.82 per month	Employee plus Child(ren) Coverage
\$ 617.30 per month	Employee Only Coverage

Each participating Bargaining Unit Employee shall pay the remaining balance of the actual plan premium for the plan and coverage the employee selects.

**Article 4. Waiver of Bargaining.** Employer and Unit each voluntarily and unqualifiedly waive the right to bargain collectively with respect to the express and specific subjects or matters included in this MOA, and each agree that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to such matters.

**Article 5. Limitations.** This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. Employer expressly reserves the right to exercise all its management rights without limitation.


IN WITNESS HEREOF, the parties hereto have made this MOA and it will be effective on the latest date affixed to the signatures below.

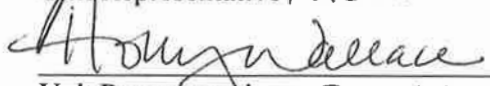
FOR City of Austin

\_\_\_\_\_  
Mayor

DATE: November \_\_\_\_, 2025


FOR Austin Associates Organization

  
\_\_\_\_\_  
Unit Representative, Vice President

  
\_\_\_\_\_  
Unit Representative, President

\_\_\_\_\_  
City Administrator

DATE: November \_\_\_\_, 2025

  
\_\_\_\_\_  
Unit Representative, Sec/Treas.

DATE: November 21, 2025

RESOLUTION NO.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT AMENDING THE TERMS AND  
CONDITIONS FOR EMPLOYEES WITHIN AUSTIN ASSOCIATES ORGANIZATION (AAO)  
LABOR AGREEMENT

WHEREAS, the City of Austin and AAO have entered into a contract by resolution #16804, dated July 3, 2023 outlining the terms and conditions for employees covered by this bargaining group.

WHEREAS, AAO desires to enter into a memorandum of agreement amending a select portion of the terms of Article 12, Section 12.1.

BE IT RESOLVED THAT, terms and conditions have been amended to allow for employees within AAO to participate in the approved group health insurance provider/plan administrator effective January 1, 2026 and provides for modified 2026 employer contributions. The amended terms and conditions are as stated in the attached memorandum of agreement effective upon execution by all parties.

Approved by the Austin City Council this 1<sup>st</sup> day of December 2025.

YEAS

NAYS

ATTEST:

APPROVED:

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City Clerk

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Mayor



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between the City of Austin (“Employer”) and the International Union, United Automobile, Aircraft, Aerospace, Agricultural Implement Workers of America (UAW) – Wastewater Treatment Plant, and its Local 867 (“Union”).

### Recitals

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in an appropriate Union (“Bargaining Union Employees”); and

WHEREAS, Employer and Union are parties to a labor agreement (hereinafter “Labor Agreement”), effective January 1, 2023 through December 31, 2025;

WHEREAS, Employer provides group health insurance to Bargaining Union Employees (“Group Health Insurance”);

WHEREAS, the Labor Agreement or previous Memorandum of Agreements do not include provisions for health insurance contributions beyond 2025, and this Memorandum of Agreement is necessary to establish Employer contributions for the 2026 plan year; and

WHEREAS, Employer has changed its Group Health Insurance provider/plan administrator beginning January 1, 2026, for insurance plans offered to Bargaining Union Employees;

WHEREAS, Bargaining Union Employees will experience open enrollment during November 2025, during which they will have the opportunity to select Group Health Insurance from among two plans offered by Employer for calendar year 2026;

WHEREAS, the parties agree that this Memorandum of Agreement does not bind either party to any terms or commitments beyond 2026 and does not represent any policy or practice that would bind either party to any specific term or condition beyond 2026.

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Union agree as follows:

**Article 1. Anticipated Plans for 2026.** Employer intends to offer the following health plan as the required Base Plan under the Labor Agreement beginning January 1, 2026:

\$3,500/\$7,000 Cigna Network Base Plan

In addition, Employer intends to offer the following health plan as an alternative to the Base Plan:

\$2,000/\$4,000 Cigna Network Plan

Anticipated details about each plan's coverage, maximum out-of-pocket, and summary of benefits (as currently provided to Employer by the insurer), have been provided prior to entry of this agreement. Said details remain subject to adjustment based on changes in the carrier's actual plan offering at the time Employer's plans are finalized with the carrier.

**Article 2. Change in Employer's premium contribution and cap for 2026.** The contribution and cap, for 2026, will be as follows, unless changed by mutual agreement under terms negotiated through the collective bargaining process.

\$3,500/\$7,000 Cigna Network – Employer Base Plan

\$1,546.27 per month	Family Coverage
\$1,094.75 per month	Employee plus Spouse Coverage
\$1,004.44 per month	Employee plus Child(ren) Coverage
\$ 592.61 per month	Employee Only Coverage

\$2,000/\$4,000 Cigna Network Plan

\$1,595.64 per month	Family Coverage
\$1,144.12 per month	Employee plus Spouse Coverage
\$1,053.82 per month	Employee plus Child(ren) Coverage
\$ 617.30 per month	Employee Only Coverage

Each participating Bargaining Union Employee shall pay the remaining balance of the actual plan premium for the plan and coverage the employee selects.

**Article 4. Waiver of Bargaining.** Employer and Union each voluntarily and unqualifiedly waive the right to bargain collectively with respect to the express and specific subjects or matters included in this MOA, and each agree that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to such matters.

**Article 5. Limitations.** This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. Employer expressly reserves the right to exercise all its management rights without limitation.

IN WITNESS HEREOF, the parties hereto have made this MOA and it will be effective on the latest date affixed to the signatures below.


FOR City of Austin

FOR International Union, United  
Automobile, Aircraft, Aerospace,  
Agricultural Implement Workers of America  
(UAW) – Wastewater Treatment Plant  
(Local 867)

\_\_\_\_\_  
Mayor

DATE: November \_\_\_\_, 2025

  
\_\_\_\_\_  
Union Representative

  
\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
City Administrator

DATE: November \_\_\_\_, 2025

\_\_\_\_\_  
Union Representative

DATE: November 25, 2025

RESOLUTION NO.

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT AMENDING THE TERMS AND  
CONDITIONS FOR EMPLOYEES WITHIN UAW LOCAL 867, WASTEWATER TREATMENT PLANT  
LABOR AGREEMENT

WHEREAS, the City of Austin and UAW Local 867, Wastewater Treatment Plant have entered into a contract by resolution #16707, dated January 17, 2023 outlining the terms and conditions for employees covered by this bargaining group.

WHEREAS, UAW Local 867, Wastewater Treatment Plant desires to enter into a memorandum of agreement amending a select portion of the terms of Article 14, Section 14.1.

BE IT RESOLVED THAT, terms and conditions have been amended to allow for employees within UAW Local 867, Wastewater Treatment Plant to participate in the approved group health insurance provider/plan administrator effective January 1, 2026 and provides for modified 2026 employer contributions. The amended terms and conditions are as stated in the attached memorandum of agreement effective upon execution by all parties.

Approved by the Austin City Council this 1<sup>st</sup> day of December 2025.

YEAS

NAYS

ATTEST:

APPROVED:

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City Clerk

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Mayor

**City of Austin**  
**500 4<sup>th</sup> Avenue NE**  
**Austin, MN 55912**  
**507-437-9940**  
**www.ci.austin.mn.us**



**Tricia Wiechmann**  
**Human Resources Director**  
**507-437-9942**  
**twiechma@ci.austin.mn.us**

## MEMORANDUM

TO: Mayor & City Council

FROM: Tricia Wiechmann  
Human Resources Director

RE: Minnesota Paid Family and Medical Leave Policy Approval

DATE: November 24, 2025

The purpose of this memo is to request approval of the City of Austin's Minnesota Paid Family and Medical Leave (MNPL) policy. Minnesota Statutes Chapter 268B requires all employers, including cities, to provide paid family and medical leave benefits beginning January 1, 2026. Cities may either participate in the State's program or adopt an approved equivalent plan that offers the same rights, benefits, and protections required under the law.

In August 2025, the Council approved MetLife as the City's equivalent plan provider following a formal RFP process. MetLife's plan has been approved by the State under Minn. Stat. § 268B.10 as meeting all statutory requirements. The attached MNPL policy reflects those requirements and outlines how employees will access these benefits through the equivalent plan administrator.

The policy also explains how leave will be coordinated with FMLA and other statutory leave rights, how employees must provide notice, and how benefits such as health insurance are handled while an employee is on approved leave.

Adopting this policy ensures the City is fully compliant with state law and aligns our internal procedures with the equivalent plan previously approved by the Council. Thank you for your consideration.

# MINNESOTA FAMILY AND MEDICAL LEAVE

## Purpose

This policy is established to comply with the Minnesota Family and Medical Leave Law, which establishes a public insurance program pursuant to Minn. Stat. § 268B.02, providing eligible employees with paid leave for family and medical reasons beginning January 1, 2026 ("MNPL"). The MNPL program is funded by premium contributions split between employers and employees pursuant to Minn. Stat. § 268B.14, subd. 3.

## Policy

The City provides time off to eligible employees who qualify for Minnesota Family and Medical Leave benefits under state law. The City of Austin participates in an approved equivalent plan under Minn. Stat. § 268B.10, which provides employees with the same rights, protections, and benefits offered through the MNPL program.

## Eligibility

Eligibility determinations for MNPL benefits are made consistent with the Minnesota Family and Medical Leave Law. To be eligible for MNPL, you must:

- Work at least 50% of the time from a location in Minnesota, including employees who work from home or spend time in other states occasionally.
- Meet the financial eligibility requirements by having earned over a specific amount of wages as defined by Minnesota law at the time of your requested leave.

Employees seeking MNPL benefits must apply through the City's equivalent plan using the plan's established application process. Eligibility for benefits is determined solely by the City's equivalent plan administrator.

The City of Austin does not determine eligibility or benefit amounts.

## Application Process

Employees seeking MNPL benefits must submit a claim through the City's equivalent plan administrator using the application procedures established for the plan. Additional information about the plan and how to apply is available through Human Resources. Employees are responsible for completing all required forms and providing any supporting documentation requested by the plan administrator.

Employees must also notify Human Resources of their intended leave consistent with the notice requirements in this policy.

## Benefit Amount

An employee's weekly MNPL benefit amount is calculated according to the benefit formula and criteria established under Minn. Stat. § 268B.04, subd. 3, and is determined by the City's equivalent plan administrator.

## Definitions

- Family member includes:
  - Spouse or partner
  - Child (including biological, adopted, step, or foster children, or a child you raise even if you are not legally related)

- Parent or person who raised you
  - Sibling
  - Grandchild or grandparent
  - In-laws (including son, daughter, father, or mother)
  - Anyone close to you who depends on you like family, even if not related by blood
- A serious health condition means a physical or mental illness, injury, impairment, condition, or substance use disorder. Taking care of yourself for this serious condition may involve evaluation, treatment, inpatient care, recovery, or not being able to perform regular work, attend school, or do regular daily activities. This includes childbirth, conditions related to pregnancy, or surgery.

### **Employee Notification Required**

Prior to starting a claim with the State, employees should reach out to Human Resources to notify your intention to take leave. Employees must provide the City of Austin with at least thirty (30) days' notice before their MNPL begins if the need for leave is foreseeable. If the leave is not foreseeable, employees must notify the City of Austin as soon as practicable.

If the employee does not provide the City of Austin with at least thirty (30) days' notice when the need for leave is foreseeable, the employee must explain why it was not possible or practicable upon request from City of Austin.

In addition, employees are required to comply with any and all City of Austin policies and procedures for requesting leave, including but not limited to Family Medical Leave. Employees that fail to comply with relevant City of Austin policies and procedures are subject to discipline, up to and including termination from employment.

### **Leave Entitlement and Usage**

The City of Austin's equivalent plan administrator may approve MNPL for the following reasons within a benefit year:

- Up to 12 weeks of medical leave for the employee's own serious health condition, including pregnancy, childbirth, recovery, or surgery.
- Up to 12 weeks of family leave to:
  - Bond with a child through birth, adoption, or foster placement
  - Care for a family member with a serious health condition
  - Support a qualifying military family member called to active duty
  - Address covered needs related to domestic abuse, sexual assault, or stalking for the employee or a family member

Employees may use both medical and family leave in the same benefit year but cannot exceed a combined total of 20 weeks. For example, an employee could use 12 weeks of family leave to bond with a child and an additional 8 weeks of medical leave for their own serious health condition. The benefit year begins on the first day an employee starts Paid Leave. There is no waiting period for MNPL once the benefit is approved.

### **Intermittent Leave**

Employees may apply for intermittent leave in most cases, provided the leave is reasonable and appropriate to the needs of the individual requiring care.

In situations where employees seek MNPL on an intermittent basis, employees must make a reasonable effort to provide written notice to Human Resources of the need for intermittent leave before applying for MNPL benefits. As part of the notice, employees must provide the city with the following: 1) proposed intermittent leave schedule; and 2) a completed certification from a health care provider identifying the leave as necessary and a reasonable estimate of the frequency and duration and treatment schedule for the leave.

Employees taking intermittent MNPL are required to provide the City of Austin with a schedule of the workdays the employee needs off as soon as possible. Employees taking intermittent leave must make a reasonable effort to schedule the intermittent leave.

Employees may take intermittent leave in increments of one calendar day. Employees eligible for intermittent leave are permitted to use a maximum of 480 hours of intermittent leave in any 12-month period. After reaching the maximum amount of allowed intermittent leave, employees may request continuous MNPL provided the continuous leave does not exceed the maximum amount of MNPL allowed by law.

### **Concurrent Leaves**

Employees taking MNPL, whether intermittently or continuously, that are concurrently eligible for Family and Medical Leave Act (FMLA) leave and/or pregnancy or parenting leave under Minn. Stat. § 181.941 will automatically have those leaves run at the same time as MNPL. In addition, any use of the employee's accrued paid time off during MNPL will also run concurrently with these leaves.

### **Supplementing MNPL Benefits with Accrued Paid Leave**

If you are receiving MNPL benefits, the city allows you to supplement your MNPL benefits with any accrued but unused paid leave. If you choose to supplement your MNPL benefits in this way, the combined weekly sum of MNPL benefits and city-provided paid leave benefits cannot exceed your individual average weekly wage starting from the date that the employee takes leave for an MNPL purpose or from an employee's MNPL leave start date, whichever is sooner.

### **Status of benefits**

Employees will not accrue vacation or sick leave benefits while on MNPL.

### **Health Insurance**

Employees taking MNPL will continue to be covered under the City of Austin's group health insurance plan under the same conditions and at the same level of City of Austin contributions as would have been provided had they been continuously employed during the leave period. Employees must continue to make timely payments of your share of the premiums for such coverage. If you are not using paid time off to cover part or all of the leave, you will be responsible for remitting your portion of health premiums to the city in order to ensure continuation of benefits. Checks should be made out to the City of Austin.

Group health insurance may be cancelled if an employee's premium payment is 30 days late. Before terminating coverage, the city will provide written notice to the employee at least 15 days before the coverage is terminated listing the final date payment is due (30 days past the due date) to avoid cancellation and the date coverage will end if payment is not received.



**PERA**

A MNPL benefit is paid directly by the plan administrator to employees and is therefore not PERA-eligible salary. Use of a supplemental benefit per this policy and paid to an employee through payroll is considered PERA-eligible salary.

**Reinstatement**

Upon return from covered MNPL, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit, and seniority credit as of the date of leave as long as you have worked for the city for a minimum of 90 calendar days.

Upon return to work, if it becomes evident that the employee is unable to perform the key essential functions of their position (with or without reasonable accommodation), the city may engage in an interactive process, consistent with the American with Disability Act (ADA) and/or Minnesota Human Rights Act (MHRA) and other applicable workplace policies, including workplace safety protocols, to determine appropriate next steps.

**Retaliation**

The city will not interfere or retaliate against employees who request or take leave in accordance with the MN Family and Medical Leave law.

**MNPL Fraud**

An employee is guilty of theft if they obtain or attempt to obtain benefits to which the individual is not entitled. Reporting false information to the plan administrator and/or the City of Austin will be cause for discipline, up to and including termination.

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](http://www.ci.austin.mn.us)

## Memorandum

**To:** Mayor and City Council

**Cc:** Shane Rose, 907 2<sup>nd</sup> Ave NW, Austin, MN 55912

**From:** Holly Wallace, Planning & Zoning Administrator

**Re:** Accumulation of Refuse and Junk  
At 104 3<sup>rd</sup> Ave SE, Rose Property

**Date:** November 26, 2025

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May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of refuse and junk at 104 3<sup>rd</sup> Ave SE. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

City of Austin  
Zoning Department



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

May 17<sup>th</sup>, 2024

Shane Rose  
907 2<sup>nd</sup> Ave NW  
Austin, MN 55912

RE: Violations at 104 3<sup>rd</sup> Ave SE, Austin, MN 55912

Dear Shane:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on May 9<sup>th</sup>, 2024 at this site and the following issues need to be resolved:

**Remove all junk and fire debris from property**

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

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

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

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

**B. *Public nuisances affecting health***

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

**D. *Public nuisances affecting peace and safety.***

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

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

**NOTICE AND ABATEMENT.**

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

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

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

**City Code Section 10.14, Subd. 5:**

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

**City Code Section 10.14, Subd. 6:**

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Johnson", with a stylized flourish at the end.

Brent Johnson  
Zoning Inspector





November 24, 2025  
10:29 AM

104 3rd Ave SE