

A G E N D A
CITY COUNCIL MEETING
MONDAY, FEBRUARY 2, 2026
5:30 P.M.
COUNCIL CHAMBERS

Call to Order.

Pledge of Allegiance.

Roll Call.

- (mot) 1. Adoption of Agenda
- (mot) 2. Approving minutes from January 20, 2026
- 3. Recognitions and Awards
- (mot) 4. *Consent Agenda
Licenses:
 - Temporary Liquor: Austin Area Chamber of Commerce on March 10, 2026
 - Temporary Liquor: Austin Area Chamber of Commerce on June 9, 2026
 - Low Potency Hemp Edible Retailer Registration: Austin Tobacco, 1004 18th Avenue NW Ste. C
 - Low Potency Hemp Edible Retailer Registration: Tobacco Hut, 1402 18th Avenue NW
 - Tree Service: Austin & Albert Lea Tree Service, Hollandale, MNClaims:
 - a. Pre-list of Bills

PETITIONS AND REQUESTS:

- (res) 5. Approving a request from SMMPA for legislation exempting the Austin Energy Station from personal property tax
- (res) 6. Approving the HomeServe Warranty Program agreement
- (res) 7. Approving a STIP grant application
- (res) 8. Requesting a feasibility report for the noise wall project
- (res) 9. Approving the Cook Farm land rental agreement with Kevin Finley
- (res) 10. Accepting the 2026 flower donations
- (res) 11. Approving the 2026 fee schedule (parking fines update)
- 12. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at the following locations:
 - (mot) a. 909 3rd Avenue NW, Greene Property

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator

City Council

(mot) Adjourn to **Tuesday, February 17, 2026** at 5:30 pm in the Council Chambers.

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

M I N U T E S
CITY COUNCIL MEETING
January 20, 2026
5:30 PM
Council Chambers

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

MEMBERS ABSENT: Council Member Jason Baskin

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

APPEARING IN PERSON: Honorary Council Member Lindsey Compton

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 Waller, approving Council minutes from January 5, 2026. Carried.

CONSENT AGENDA

Moved by Council Member Postma, seconded by Council Member Helle, approving the consent agenda as amended.

Licenses:

Massage Therapist: Katy Kelly, Austin, MN
Mobile Business: Cousins Maine Lobster, Minneapolis, MN
LPHE Retailer Registration: Star Liquor, Austin, MN
Tobacco: Austin Tobacco & Vape, Austin, MN
Tree Service: Olson Timber Company dba Schwebach Tree Service, Sioux Center, IA
Tree Service: PSquared LLC, Austin, MN
Right of Way: Consolidated Communications, Mattoon, IL
Sign Installer: La Crosse Sign Co., Inc, Onalaska, WI
Lodging Establishment: Bruno Andrade Pimenta Alves, Austin, MN

Claims:

- a. Pre-list of Bills
- b. Financial Report

Events:

Hockey Day Austin on January 31, 2026
Fall “Fun”raiser on September 19, 2026
Beyond the Shadows on September 19, 2026

Appointments to Boards and Commissions:

Daniel Zielke to the Parks, Recreation & Forestry Board – term expiring 12/31/2026
Emily Burns to the Part Time Fire Relief Trustees – term expiring 12/31/2026

Carried.

PUBLIC HEARINGS

Finance Director Emily Burns stated the Council reviewed the Capital Improvement Plan for the years 2026-2030. The plan proposes spending of \$132,678,650 over the next five-year period, but as they have noted, if funding sources are not accessed for a particular project, then the project would need to be put on hold until all the funding sources are realized. Adoption of the plan gives staff direct authorization to purchase the items specified for 2026.

There were no public comments.

Moved by Council Member Fischer, seconded by Council Member Postma, adopting a resolution authorizing the 2026-2030 Capital Improvement Plan. Carried 6-0.

PETITIONS AND REQUESTS

Public Works Director Steven Lang requested Council approve the amendments to the Point of Sale ordinance they reviewed at the January 5th, 2026 work session.

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

Moved by Council Member Fischer, seconded by Council Member Helle, for adoption of the ordinance. Carried 6-0.

Moved by Council Member Postma, seconded by Council Member Waller, approving a resolution for summary publication of the ordinance. Carried 6-0.

Public Works Director Steven Lang stated the City has seen significant costs over the years to the street projects. The goal is to assess approximately 40% of street assessment costs to the property owners. He would recommend increasing street assessment fees by approximately 7%.

Moved by Council Member Oballa, seconded by Council Member Fischer, adopting a resolution setting 2026 street assessment rates. Carried 6-0.

Public Works Director Steven Lang stated there is no parking signage in the pool parking lot or the library parking lot to restrict overnight parking and he is requesting City Council approve signage to be placed in these lots to restrict parking from 10 p.m. to 6 a.m. except during snow emergencies. This has been reviewed by Parks, Police, Library and Administration and they have come to a consensus.

Council Member Postma asked why a 10 p.m. start time.

Mr. Lang stated they chose this timing as the pool parking lot is tied into a park and these are the times that parks close. They mirrored this for the library.

Council Member Postma is opposed to the 10 p.m. restriction and would like it to be later. He believes as downtown grows this time may be too early and be a restriction on events that may take place. He would like to see midnight be the time placed on the signs.

Police Chief McKichan stated at this time there is no signage and they have a camper that has been parked at the pool lot long term and two vehicles parked at the library long term and there is nothing they can do as there is no restrictions in place at this time.

Council Member Oballa stated there are times when citizens will be in the parks past 10 p.m., especially in the summer at Todd park.

Chief McKichan stated at this time they would like to get signage in these two lots as they have no restrictions in place.

Parks, Recreation, and Parks Director Jason Sehon recommended they mirror the parks timeline.

Moved by Council Member-at-Large Austin, seconded by Council Member Waller to approve the signage in the pool parking lot and the library parking lot as presented to Council with restrictions from 10 p.m. to 6 a.m. Carried 4-2 (Council Member Postma, Council Member Oballa voting Nay).

City Administrator Craig Clark presented an updated agreement from Mower County for a joint Law Enforcement Center. This would allow for an audit of charges. He requested approval of the agreement.

Moved by Council Member Fischer, seconded by Council Member Oballa adopting a resolution approving an agreement with Mower County for a joint law enforcement center. Carried 6-0.

Parks, Recreation, and Forestry Director Jason Sehon stated Austin Utilities (AU) has requested a Mountain Bike Course Easement Donation Agreement be brought to City Council for approval. Staff has reviewed the proposed agreement drafted by City Attorney Craig Byram. This agreement mirrors the agreement previously approved for the Hormel property located south

of the AU property. Staff has met with representatives from AU and the Southern Minnesota Bicycling Club (SMBC) to discuss the proposed agreement. While there were initial concerns regarding maintenance responsibilities, following additional review and discussions with AU and SMBC, staff is comfortable with the agreement as written. The agreement was brought to the Parks, Recreation & Forestry Board at its January 7, 2026 meeting. The Board voted unanimously to recommend City Council approve the proposed agreement as submitted.

Moved by Council Member Oballa, seconded by Council Member Helle adopting a resolution approving a Mountain Bike Course Easement Donation Agreement. Carried 6-0.

Moved by Council Member Oballa, seconded by Council Member Helle, adopting a resolution approving the UAW – Street and Sewer 2026-2028 labor agreement. Carried 6-0.

Moved by Council Member Oballa, seconded by Council Member Helle, adopting a resolution approving the UAW – WWTP 2026-2028 labor agreement. Carried 6-0.

Moved by Council Member Oballa, seconded by Council Member Helle, adopting a resolution approving the UAW – Parks 2026-2028 labor agreement. Carried 6-0.

Mayor King requested approval of the Council appointments to the Boards and Commissions for 2026.

Council Member Oballa requested he be removed from the Smart Transit Board as he is not able to attend these meetings.

Council Member Fischer stated he would like to replace Council Member Oballa on this board.

Moved by Council Member Helle, seconded by Council Member Oballa, approving the 2026 Council Boards and Commission appointments. Carried.

City Administrator Craig Clark requested Council approval of a resolution in favor of enacting a new Local Option Sales Tax (LOST) that would fund a new Law Enforcement Center. He stated the resolution would go to the legislature and if approved it would go to the citizens of Austin to be voted on in November for consideration.

Moved by Council Member Helle, seconded by Council Member Oballa, adopting a resolution in favor of support for a new Local Option Sales Tax (LOST) for a new Law Enforcement Center. Carried 6-0.

Public Works Director Steven Lang stated Council previously partnered with MnDOT on a design services contract for the development of plans and specifications for the I-90 bridge projects. As MnDOT has worked through the design process with engineering consultant SRF, some cost changes have occurred along the way. This has initiated the need for Amendment No. 3 to the design service contract. There will be no additional costs for the City but they will need to sign the amended agreement and he requested Council approval to sign.

Moved by Council Member Oballa, seconded by Council Member Helle, adopting a resolution to sign an amended agreement with MnDOT for the design services on the I-90 bridges project. Carried 6-0.

CITIZENS ADDRESSING THE COUNCIL

DJ Ryther addressed the Council as her main concern was a letter being circulated with local Mayors to sign and submit to the State in favor of action against the administration and the recent discovery of fraud. She wanted to know why the Mayor had not signed the letter.

Mayor King stated that his stance has always been that all his time with the Council is public service, and that weighs into the political side. The primary point of their conduit for getting change and for their voice in the legislature is through their Senator, Gene Dornink, and their Representative, Patricia Mueller, and those two avail themselves beautifully to the City Council. They're always a phone call away. Mayor King can provide them with information, and that's how the process should be, whether his signature is on the letter or not. That's where he will end it. He will not be signing. He will continue to use his voice with legislators.

HONORARY COUNCIL MEMBER COMMENTS

Honorary Council Member Lindsey Compton stated this was another interesting meeting. She was able to attend a presentation on data centers at the Nature Center and it was very informative.

REPORTS AND RECOMMENDATIONS

Council Member Oballa would like to ask the residents of Austin stay calm due to the recent activity in the State of Minnesota with Immigration Enforcement Officers. He asked for citizens to be peaceful and he thanked local law enforcement for all the good work they do. He understands the fear people are experiencing as he must carry his passport with him when he travels even though he is a citizen.

Council Member Helle thanked the Human Resources department for scheduling the strategic planning events on February 21st. She stated the Culture and Arts Commission is looking for artists to submit art to be selected to be put on utility boxes. They also need members on this commission if anyone is interested in applying. She thanked Cece Kroc for her service on the Park, Forestry and Recreation Board. She thanked the Human Rights Commission for their work on the Martin Luther King Day event that was held. It was a very nice event and it was great to see so many in the community come out and engage in that. She echoed Council Member Oballa's comments and stated Austin runs on immigrants and they are a key part of our community. She asked that all community members watch out for their neighbors and get to know their neighbors, and stay connected. Community members can also patronize immigrant owned businesses.

Council Member Postma thanked the Human Rights Commission and First Methodist Church for hosting the Martin Luther King Jr. event. He also echoed what Council Member Helle stated and noted it is a tough time in Minnesota and he encourages community members to patronize local businesses.

Council Member Waller congratulated the Austin Packer Dance Team on their recent win during their competition.

City Administrator Craig Clark thanked the Council for meeting with Mr. David Unmacht for their one-on-one sessions and they will be meeting again on February 21st for a strategic planning session.

Moved by Council Member Postma, seconded by Council Member Waller, adjourning the meeting to February 2, 2026. Carried.

Adjourned: 6:39 p.m.

Approved: February 2, 2026

Mayor: _____

City Clerk: _____



MEMORANDUM

DATE: January 21, 2026

TO: Tom Dankert, Austin Utilities

FROM:  Joseph A. Hoffman, Director of Agency and Government Relations & CEO

RE: Austin Energy Station Personal Property Tax Exemption Request

The Southern Minnesota Municipal Power Agency is seeking a personal property tax exemption for a new 49 MW power plant to be built in Austin. The preliminary estimated project cost is \$85 million.

Background on Personal Property Taxes

In the early 1970s, the State of Minnesota ended collection of personal property taxes on nonutility businesses. However, utilities continue to be taxed on personal property. The personal property tax exemption for natural gas fired generation equipment is common in Minnesota. Since 2000, the legislature has granted more than 20 personal property tax exemptions for generation projects. The exemption does not apply to the entire value of the facility - only the generating equipment - so land, buildings, other electrical equipment are still added to the local tax base.

Owatonna Energy Station

In 2017, with the support of the City of Owatonna and Steele County, the legislature approved a personal property tax exemption for SMMPA's Owatonna Energy Station (OES). Although personal property at OES is exempt from taxes, SMMPA does pay property taxes on its real property: about \$65,000 to the City of Owatonna, \$50,000 to Steele County, and \$40,000 to the Owatonna Public Schools. While estimates are not yet available, it is reasonable to assume that the proposed Austin Energy Station will provide similar property tax benefits to the City of Austin, Mower County, and Austin Public Schools. The personal property tax exemption would place the new Austin Energy Station on a level playing field with other similar natural gas fired plants in Minnesota and help keep SMMPA's wholesale prices competitive with other utilities.

All SMMPA Members Benefit

Our members generally view having a natural gas power plant in their community as a sought-after asset due to the resulting construction benefits, property taxes, job creation, and local electric system reliability. The personal property tax exemption is a way for the host community,

in this case, Austin, to share some of these benefits with the other 16 SMMPA member communities.

Our Respectful Request

SMMPA is seeking resolutions from the Austin City Council and the Mower County Board in support of a personal property tax exemption for the Austin Energy Station.

AUSTIN ENERGY STATION

Southern Minnesota Municipal Power Agency's New Power Plant

> OVERVIEW

The Southern Minnesota Municipal Power Agency (SMMPA) is exploring the possible construction of a new 49 MW natural gas combustion turbine power plant in Austin. This facility would be known as the Austin Energy Station (AES).

> BENEFITS

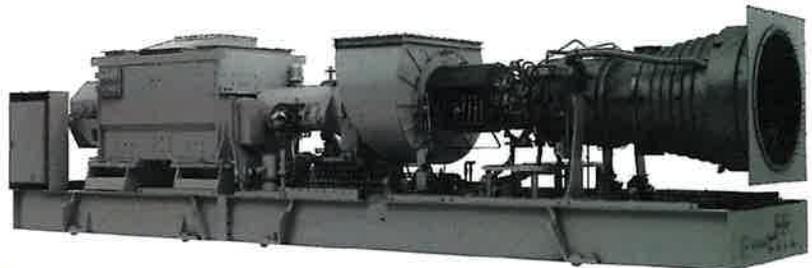
- Local Construction
- Property Taxes
- Job Creation
- Electric System Reliability
- Enables Transition to Renewable Energy
- Dual-Fuel Availability

Location to be determined

> TECHNOLOGY

Natural Gas Turbine Generator Set

- High Efficiency, Low Emissions
- Black start capable
- Hydrogen Flex-Fuel Ready



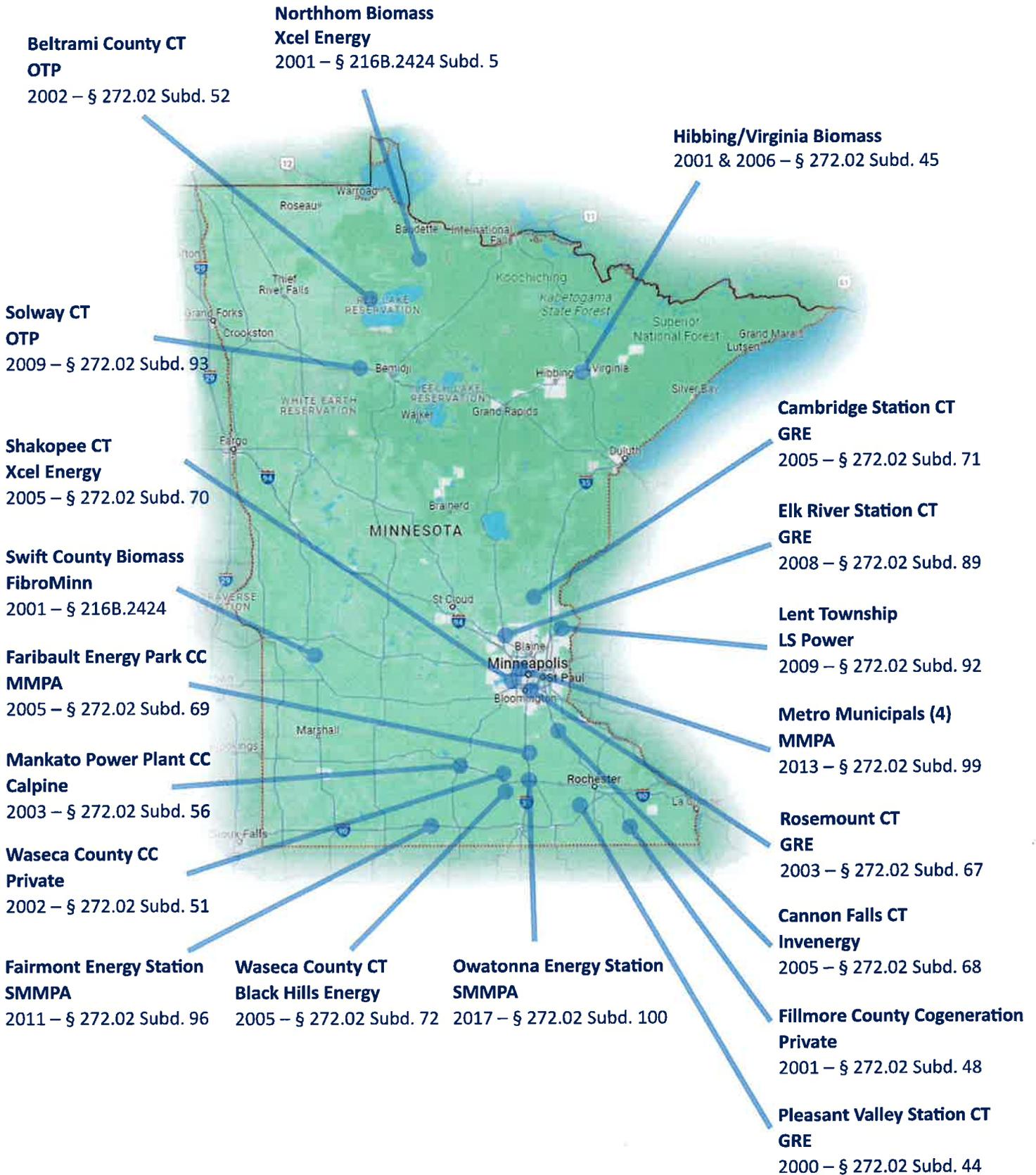
> FACILITY APPEARANCE

While AES is in the early design stage, the facility may have a similar exterior appearance to the existing Owatonna Energy Station.

For more information, contact Joe Hoffman at
(507) 292-6427 or ja.hoffman@smmpa.org

 Southern Minnesota
Municipal Power Agency
Your Partner for a Bright Energy Future

Approved Property Tax Exemptions for Attached Machinery and other Personal Property at Newly Constructed Power Plants (2000-2025)



RESOLUTION NO.

**SUPPORTING SOUTHERN MINNESOTA MUNICIPAL POWER AGENCY'S
REQUEST FOR LEGISLATION EXEMPTING THE AUSTIN ENERGY STATION
FROM PERSONAL PROPERTY TAX**

WHEREAS, Southern Minnesota Municipal Power Agency (SMMPA) is constructing a combustion turbine generation facility fueled by natural gas with an expected capacity of 49 Megawatts {the "Project"}; and

WHEREAS, the Project is proposed to be constructed in the City of Austin with construction expected to commence in 2027; and

WHEREAS, the Project will provide construction employment during the construction of the new electric generating facility; and

WHEREAS, the Project will provide wholesale electricity to benefit the 17 Members of SMMPA including the City of Austin, with a facility fully capable of operating in the existing Midwest Independent System Operator (MISO) market; and

WHEREAS, the Project will not only provide enhanced reliability for SMMPA Members, but also will be designed to furnish backup and emergency power service to the City of Austin in the event of transmission emergencies or outages; and

WHEREAS, the Project will provide in lieu of real property tax revenues on the parcel, and the investment by SMMPA will increase the in lieu of real property tax value; and

WHEREAS, the Minnesota Legislature has granted personal property tax exemptions to more than twenty proposed power plants in Minnesota since 2000, and as a result, personal property tax exemptions are critical to be competitive with other existing and proposed plants that have received an exemption in Minnesota.

NOW, THEREFORE, the City of Austin, acting by and through its City Council,
RESOLVES:

1. That the construction of a 49 MW combustion turbine electric generation facility using natural gas in the City of Austin would provide reliability and other economic benefits with no material adverse impact on city governmental services; and
2. That the City supports an amendment to the Minnesota property tax statutes exempting the Project's electrical generation equipment from personal property taxes, taxing only its real property value via in lieu of taxes based upon the real property tax rate structure. Such an amendment would result in taxation similar to other previously exempted electric generation projects in Minnesota.

Passed by a vote of Yeas and Nays this 2nd day of February 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: January 26, 2026
Subject: HomeServe Warranty Program Agreement

Background: The HomeServe Service Line Warranty Program, administered by Utility Service Partners (a HomeServe company), provides education on private service line responsibilities and offers residents option to avoid unexpected repair costs. The National League of Cities endorses the program, which is already in place in 46 Minnesota cities. The program is designed to offering homeowners an option to protect against unanticipated repairs to sewer, and in-home plumbing lines.

Coverage: The HomeServe Service Line Warranty Program provides two voluntary coverage options with no service fees, deductibles, or annual/lifetime limits. Participation is fully optional, and residents may cancel their coverage at any time.

- **Exterior Sewer Service Line:** Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.
- **Internal Plumbing and Drainage:** Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Key Points of the Agreement: these key points are called out in Exhibit A.

- Initial Term. Three (3) years, with option for renewal
- License Fee. Ten percent (10%) of all Membership fees sold during this agreement
- License Conditions. Allow the use of City logo on marketing materials
- Plans Fees. Exterior sewer line plan (initially, \$10.99 per month for \$12,000 coverage) and Interior plumbing and drainage plan (initially, \$10.99 per month for \$3,000 coverage)
- Marketing Campaigns. Conduct up to three (3) campaigns/mailings per year

This was reviewed by Council at the January 20th work session, and it was recommended to move forward for approval. Please let me know if you have any questions.

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into and made effective as of _____, (“**Effective Date**”), by and between the City of Austin, Minnesota (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**SLWA**,” and together with City, the “**Parties**,” and each, a “**Party**”).

WHEREAS, individual residential property owners (“**Customer(s)**”) residing in the City own and are responsible for sewer service between the mainlines and the connection on their property;

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) (“**Plan(s)**”) to repair such lines; and

WHEREAS, SLWA is a subsidiary of HomeServe USA Corp. (“**HomeServe**”).

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **Obligations of the Parties.**

A. **Mutual Grant of License.** City grants to SLWA a non-exclusive license (“**License**”) to use the designated names, symbols, trademarks, service marks, logotypes, trade names and insignias (“**Marks**”) owned by City or its Affiliates (defined below), which may include the use of City’s logo and name in advertising (including on SLWA’s websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA’s sole cost and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA grants to City a License to use SLWA’s Marks which shall be limited to the use of SLWA’s logo and name in advertising (including on City’s websites or social media sites), in all cases subject to SLWA’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. Each Party’s use of the other Party’s Marks in accordance with this Agreement will not infringe any other party’s rights. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days’ written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Material Changes.** SLWA shall notify City in writing of any material changes to the coverages under the Plans.

C. **Data.**

i. If City elects to do so, City may provide SLWA with “zip code” data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data (“**Customer Data**”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City’s property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. If Customer Data is provided by City to SLWA, City warrants, represents, and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws, and that it is permitted by Applicable Laws and by any applicable privacy policy to provide Customer Data to SLWA and to permit SLWA to use Customer Data for the purposes set forth in or contemplated by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA’s property and Confidential Information. “**Member**” means those Customers that purchase and are

successfully enrolled in a Plan by SLWA. Each Member's name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA's property and Confidential Information.

ii. **Data Processing Addendum.** In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the "DPA"), which is incorporated herein by reference, and which may be modified by SLWA to maintain compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date ("Initial Term"). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a "Renewal Term" and collectively with the Initial Term, the "Term") that the Party does not intend to renew this Agreement. In the event that a Party is in material breach of this Agreement, the non-breaching Party may terminate this Agreement thirty (30) days after giving written notice to the breaching Party of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, the breaching Party has failed to take during such period substantive steps to cure such breach. Beginning twelve (12) months after the Effective Date, either Party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other Party. SLWA will, to the extent permissible under Applicable Laws, be permitted to complete any marketing initiative approved by City prior to termination of this Agreement.

Consideration. SLWA shall pay City a fee based on the success of the marketing efforts using the Marks subject to the License as described herein ("License Fee"), as set forth in Exhibit A. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year.

5. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements ("Applicable Laws") with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

6. **Confidentiality.** "Confidential Information" of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of the state or commonwealth where City is located, or other instrumentality of the United States, or any state, county, city, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days' written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Laws or the service agreements for the Plans.

8. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans

under this Agreement. Neither Party nor any of its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials (“**Representatives**”) shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

9. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its Representatives (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (“**Claim(s)**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom’s Bribery Act 2010 and Canada’s Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf (“**Associated Person**”) complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of City, it will abide by the “Reporting Hotline” section of SLWA’s Business Partner Code of Conduct (described in “Business Partner Code of Conduct” section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its employees, contractors, agents, assigns, successors, or subcontractors, to substantiate such Party’s compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days’ prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party’s records for the purpose of confirming such other Party’s compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows.

To: City:
City of Austin
500 4th Avenue NE
Austin, MN 55912
Attention: Craig Clark, City Administrator
email: craigc@ci.austin.mn.us

To: SLWA:
Utility Service Partners Private Label, Inc.
d/b/a Service Line Warranties of America
45 Glover Ave., 6th Fl.
Norwalk, CT 06850
Attention: Michael Backus, Chief Revenue Officer
email: michael.backus@homeserveusa.com

With a copy to:
Legal Department
email: legal@homeserveusa.com

13. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns. For purposes of this Agreement, "Affiliate(s)" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party. In the case of SLWA, this shall mean its parent, HomeServe, and its direct and indirect subsidiaries.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Minnesota, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in

Minnesota, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

17. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA’s Business Partner Code of Conduct (available at <https://www.homeserve.com/sc/cobc>) as updated from time to time, and City agrees to abide by SLWA’s Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA’s Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA’s Business Partner Code of Conduct)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF AUSTIN

**UTILITY SERVICE PARTNERS
PRIVATE LABEL, INC.
D/B/A SERVICE LINE
WARRANTIES OF AMERICA**

By: _____

By: _____

Name: _____

Name: Michael Backus

Title: _____

Title: Chief Revenue Officer

By: _____

Name: _____

Title: _____

Exhibit A

Marketing Agreement

City of Austin Term Sheet

I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).

License Fee. Ten percent (10%) of the fees actually received from Members during the Term under any Plans sold under the Agreement, **net** of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by SLWA in connection with such Plans.

III. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.

IV. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:

A. Exterior sewer/septic line plan (initially, \$ 10.99 per month)

- i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
- ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank.
- iii. Coverage Cap: Unlimited number of calls/\$12,000 per call/unlimited annual maximum.

B. Interior plumbing and drainage plan (initially, \$ 10.99 per month)

- i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
 - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
- ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.

Pricing above does not include taxes which will be collected by SLWA as well. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.

V. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.

RESOLUTION NO.

Resolution Authorizing a Marketing Agreement with HomeServe Warranty Program

WHEREAS, the City Council of the City of Austin has approved a marketing agreement with HomeServe Warranty Program to promote voluntary coverage options for exterior sewer service lines and internal plumbing, enhancing service options for Austin citizens.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Austin approves the marketing agreement with HomeServe for a three-year term. A copy of the contract is attached hereto.

Passed by a vote of yeas and nays this 2nd day of February, 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: February 2, 2026
Subject: STIP Transportation Grant Application

The Minnesota Area Transportation Partnership for District 6 provides for Federal Transportation Project Grants for the year 2030. These grants are highly competitive and require the local unit of government to financially participate. We have been successful in securing Federal Grants in the recent past with projects such as 14th Street NW, 8th Avenue/8th Street NE, and most recently the Oakland Avenue and 1st Avenue SW Reconstruction projects. In reviewing the grant criteria and projects that have the potential for funding, we have identified the following project for potential funding.

Grant Category	Project	Total Project Cost
Transportation	8 th Street NE	<u>\$ 2,350,000</u>
		\$ 1,520,000 Federal
		\$ 380,000 State Aid / Assessments
		\$ 450,000 WWTP Fund

This project would be a Concrete Pavement Reconstruction project consisting of pavement replacement on 8th Street NE from 10th Avenue NE to 14th Avenue NE. In addition, the project would include the removal of the Crane Lift Station, sanitary sewer replacement, storm sewer replacements and sidewalk & pedestrian ramp replacements. This section of 8th Street NE was previously reconstructed in 1988.

The grant submittal date is February 6, 2026, and a Council resolution is required to be submitted with grant application.

If you have any questions, please contact me.

RESOLUTION NO.

FEDERAL TRANSPORTATION PROJECT GRANT

WHEREAS, transportation projects receive federal funding from the Federal Transportation Act; and

WHEREAS, the Federal Highway Administration (FHWA) requires that sponsors agree to operate and maintain facilities constructed with federal transportation funds for the useful life of the improvement and not change the use of right-of-way or property ownership acquired without prior approval from the FHWA; and

WHEREAS, the Minnesota Department of Transportation (MnDOT) has determined that for projects implemented with these funds, the above requirements should be applied to the project sponsor; and

WHEREAS, the City of Austin is the project sponsor for the transportation project identified as 8th Street NE.

NOW, THEREFORE, BE IT RESOLVED, that the City of Austin will assume full responsibility for the operation and maintenance of the property and facilities related to the aforementioned project.

Passed by a vote of yeas and nays this 2d day of February, 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 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: February 2nd, 2026
Subject: 2026 MnDOT I-90 Noise Wall Project, Request for Feasibility Reports

In preparation for this 2026 MnDOT construction project, in which the City is responsible for 10% of the total construction cost, and benefitting properties will be assessed 50% of the City's cost or 5% of the total construction cost. 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:

Project	Project #
1) MnDOT Austin I-90 Noise Wall	22321
<ul style="list-style-type: none"> • I-90 and 4th Street NW – Neighborhood SE of the intersection 	

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) **MnDOT Austin I-90 Noise Wall**

- I-90 and 4th Street NW – Neighborhood SE of the intersection **22321**

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 2nd day of February, 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 Engineer/P.W. Director
507-437-9950
Fax 507-437-7101
slang@ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: January 30, 2026
Subject: Cook Farm Land Rental

The City of Austin has leased out the undeveloped portions of the Cook Farm for farming. Kevin Finley has been farming the property since 2012. The lease rate has fluctuated over the years as commodity rates have changed. Details of the agreement are as follows:

Cook Farm	Productive	Non-Productive	Total
2012/13/14	133 @ \$320/acre		\$42,560/year
2015/16	133 @ \$250/acre		\$33,250/year
2017/18	116 @ \$225/acre	18.5 @ \$50/acre	\$27,025/year
2019/20	116 @ \$225/acre	18.5 @ \$50/acre	\$27,025/year
2021/22	⁽¹⁾ 108 @ \$240/acre	15.6 @ \$50/acre	\$26,700/year
2023	⁽²⁾ 98 @ \$240/acre	15.6 @ \$50/acre	\$24,300
2024	⁽³⁾ 39 @ \$200/acre	31.5 @ \$50/acre	\$9,375
2025	⁽⁴⁾ 39 @ \$200/acre		\$7,800
2026	39 @ \$200/acre	45 @ \$75/acre	\$11,175/year

- City has the right to modify the acres if property develops
- City shall pay the property taxes

⁽¹⁾ Productive area reduced by 8.0 acres due to sale of property to NuTek

⁽²⁾ Productive area reduced by 10.0 acres due to sale of property to Patrick Harty

⁽³⁾ Productive area reduced due to the construction of 9th St., 26th Ave. & 27th Ave.

I would recommend extending only a one-year lease for 2026 to Kevin Finley for the property described.

FARM LEASE

THIS AGREEMENT is made this ____ day of _____, 2026, by and between the City of Austin, a Minnesota municipal corporation, herein called LESSOR, and Kevin Finley, herein called LESSEE.

Section 1. Description of the Farm. In consideration of the rental and covenants specified below, the Lessor hereby leases to the Lessee real property located in Mower County, State of Minnesota, commonly referred to as the Cook Farm.

Map available in City Engineer's Office.

(herein called the "Farm").

Section 2. Use of Property. The Farm is to be used for the purpose of agricultural crops

Section 3. Length of Lease. This lease is for a term of one year beginning on February 2, 2026, and ending on December 31, 2026, unless otherwise terminated as hereinafter set forth.

Section 4. Rent. As and for rent of the above described Farm, Lessee shall pay Lessor the following. Said amount shall be due as follows: One half will be paid on or before June 15, and the remaining one half on or before December 1, of the associated year.

<u>2026 rate</u>			
Non – Productive (12 acres)	\$0/acre	=	\$ 0.00
Productive Row Crop (39 acres)	\$200/acre	=	\$ 7,800
Productive Alfalfa (45 acres)	\$75/acre	=	\$ 3,375
TOTAL			\$ 11,175

Section 5. If development occurs during the time of the lease, the Lessor will have the right to reduce the acreage to be rented and the corresponding payment will be reduced on the same ratio as the reduction in land.

Section 6. Expenses. Lessee shall pay for all expenses for the planting and harvesting of said crops, including but not limited to cost of tillage, sowing, and harvesting, and further the cost of all seed and fertilizer, if any. If the lessor shall cancel the lease, or delete any acreage from the lease the tenant shall be entitled to reimbursement for expenses. This shall be prorated over the length of the lease. Example: If improvements equaling \$30/acre were made in the first year of the lease, the loss of 20 acres in the last year of the lease would be reimbursed at \$10/acre for total of \$200. Only improvements that have been preapproved in writing by the Lessor will be eligible for reimbursement. Terms of reimbursement shall be mutually agreed to by the Lessee and Lessor.

II. TECHNICAL SPECIFICATIONS

- A. Farm Land Rental: The farm land available shall be that as shown on the map at the City Engineer's Office. The following conditions shall be followed:
1. That the described property shall be used only for agricultural purposes.
 2. As shown on the referenced map, the landlord will be conducting composting operations on the northwest corner of the property.
 3. No equipment will be stored on the property when not in actual use. Irrigation equipment, which causes an obstruction or interference will not be used on the property.
 4. Not to commit, suffer or permit any non-agricultural waste on said property, Lessee further agrees to comply with all state laws, local ordinances or other governmental regulations in connection with pest and weed control, land use, etc., which may be required by the property authorities.
 5. Lessee covenants and agrees to cultivate, irrigate, fertilize, prune, harvest and otherwise farm the premises in accordance with approved practices of good husbandry and in accordance with

the standard farming practices of the vicinity, and to keep any buildings, fences, irrigation or other farming facilities on the premises in good repair and keep farm free and clear of noxious weeds all at Lessee's expense.

6. Lessee agrees not to assign or sublet the above leased premises, or any part thereof, without first obtaining the prior written consent of Lessor.
7. Lessee agrees that it will, at the expiration of the Lease, quietly yield and surrender the aforesaid leased premises to Lessor in as good condition and repair as when taken, reasonable wear and tear and damage by the elements excepted.
8. Lessor agrees to pay all taxes imposed upon the property.
9. To pay Lessor all costs and expenses, including attorney's fees, in a reasonable sum, in any action brought by the Lessor to recover any costs for the breach of any of the covenants or agreements contained in this Lease, or to recover possession of said property, whether such action progresses to judgment or not.
10. The Lessee assumes by this agreement all risk of personal injury of, or death to, himself, his employees, customers, invitees, licenses, family or guests while on or about the leased premises, and agrees to save harmless the City of Austin for all claims, suits, costs, losses, damage and expenses arising out of such injury or death.
11. Anything herein contained to the contrary notwithstanding, this Lease may be terminated and the provisions of this Lease may be, in writing, altered, changed or amended by mutual consent of the parties hereto. If the leased area, or any portion thereof, is needed by the Lessor for development purposes, the Lease may be terminated upon three (3) months written notice to the Lessee.
12. The Lessee will be reimbursed for actual costs of any seeding or fertilization, or crops made to the land prior to notice of termination by Lessor. Reimbursement shall be prorated as stated in the example in Section 5 (Expenses).
13. Lessee shall obtain liability insurance to cover this agreement naming the City of Austin as an additional insured.
14. Lessee shall not be liable for any rent accruing after termination of the lease.
15. If the lessor removes portions of property from the lease, the lease value shall be reduced in equal proportion to the number of acres removed.

IN TESTIMONY WHEREOF, both parties have signed this lease this ____ day of _____, 2026.

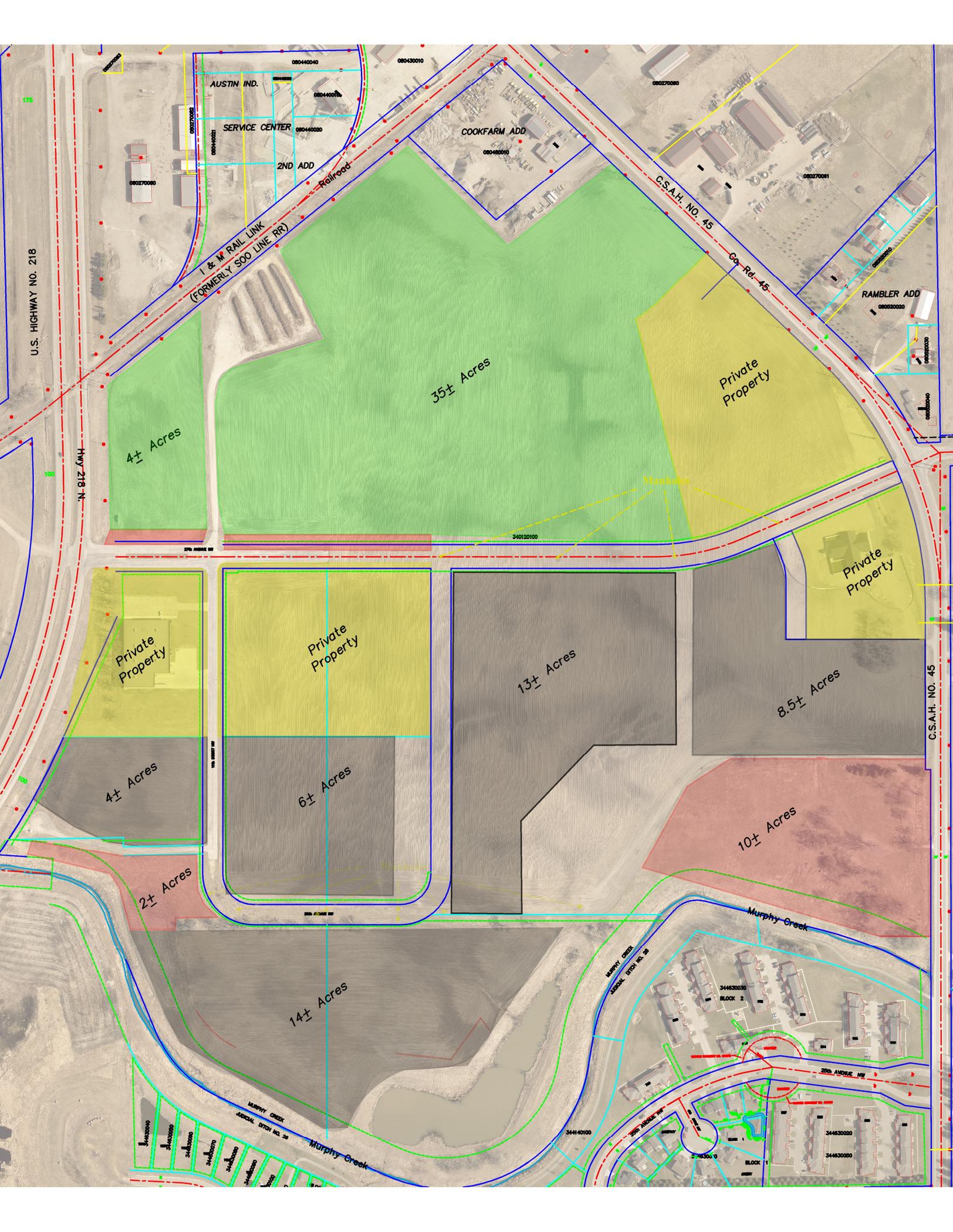
ATTEST:

BY: _____
City Administrator

BY: _____
Mayor

BY: _____
Kevin Finley

25201 880th Avenue
Austin, MN 55912
Kfinley0255@gmail.com



AUSTIN IND.

SERVICE CENTER

2ND ADD

COOKFARM ADD

RAMBLER ADD

U.S. HIGHWAY NO. 218

HWY 218 N

C.S.A.H. NO. 45

Private Property

Private Property

4± Acres

35± Acres

Private Property

Private Property

13± Acres

8.5± Acres

4± Acres

6± Acres

10± Acres

2± Acres

14± Acres

Murphy Creek

MURPHY CREEK

MURPHY CREEK

MURPHY CREEK

SPECIAL DITCH NO. 28

20th AVENUE NW

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BLOCK 2

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RESOLUTION NO.

**Resolution Authorizing Farm
Lease Agreement with Kevin Finley**

WHEREAS, the City Council has leased land to Kevin Finley for farming at the Cook Farm and the City wishes to renew the contract.

NOW THEREFORE, BE IT RESOLVED that the Austin City Council approves the farming lease extension agreement with Kevin Finley for the year 2026. A copy of the lease is attached hereto.

Passed by a vote of yeas and nays this 2nd day of February, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

2026 Flower Donations			
<u>First Name</u>	<u>Last Name</u>	<u>Company</u>	<u>Amount</u>
Larry	Andreessen		\$125.00
Mike and Patty	Ankeny		\$200.00
Jeff	Austin		\$100.00
Geoff and Diane	Baker		\$250.00
Greg and Amy	Baskin		\$100.00
Jason and Katie	Baskin		\$100.00
Peggy	Benzkofer		\$25.00
Judi and Dick	Bergen		\$100.00
Roberta and Bruce	Berndt		\$50.00
Fred and Carolyn	Bogott		\$50.00
Cheryl	Boughton		\$100.00
Richard and Laura	Carlson		\$250.00
Ron	Wieseler	Center Court Apartments	\$100.00
Collette	Chaffee		\$125.00
Cheryl	Christopherson		\$50.00
	CliftonLarsonAllen		\$200.00
Kathryn	Coyle		\$200.00
Mr. and Mrs. Joseph	Davison		\$75.00
Terry	Dorsey		\$25.00
Thomas and Lisa	Dunlop		\$50.00
LeeAnn and Jeffrey	Ettinger		\$2,500.00
Quentin and Marlene	Fiala		\$25.00

Lowell	Foster		\$100.00
Jeffrey and Maria	Frank		\$300.00
Phyllis	Freund		\$50.00
Harold and Priscilla	Golly		\$25.00
John	Gray		\$100.00
Sue and Vern	Grove		\$150.00
Gordon and Donna	Handeland		\$50.00
Veronica	Hansen		\$20.00
Joseph and Austia	Hickey		\$250.00
Alice and Al	Holst		\$200.00
Katie Clark	Hormel Foods Corp.		\$15,500.00
Kathleen	Jensen		\$50.00
Kristin S.	Johnson		\$50.00
Steve and Shelley	King		\$100.00
Randy and Wendy	Kramer		\$250.00
Thomas	Landherr		\$100.00
Sonia	Larson		\$50.00
Ron and Mary Ann	Lueders		\$35.00
Miriam	Luehmann		\$100.00
Jay	Lutz	and Kelly Rush	\$50.00
Thomas and Donna	Maas		\$50.00
Pat	MacLean		\$30.00
John	Madson		\$100.00
Thomas and Sharon	Marshall		\$300.00

Steven and Shari	Mason		\$100.00
Mark and Holli	Mayer		\$50.00
Jerry and Suzanne	McCarthy		\$150.00
Taggert	Medgaarden	Austin HRA	\$185.00
Darryl and Deb	Mickelsen		\$150.00
Phil and Gail	Minerich		\$100.00
Roberta	Mistretta		\$25.00
Bonnie	Mogen		\$50.00
Bill	Momsen		\$100.00
Michael	Monson		\$50.00
Stephen	Neiswanger		\$250.00
Ralph and Helen	Nelson		\$50.00
Colleen	Horn	Mower County Horticulture Society	\$300.00
Betty	Olson		\$50.00
Ralph and Judith	Pesonen		\$100.00
Leanne	Poshusta	In memory of her Friend, Dixie	\$100.00
Mike and Stephanie	Postma		\$50.00
Patricia	Purcell		\$100.00
Peggy	Queensland		\$100.00
Gretchen and Mark	Ramlo		\$50.00
Scott and Catherine	Richardson		\$100.00
Bonnie and Tim	Rietz		\$1,000.00
Barbara	Schaefer		\$40.00
Belita	Schindler		\$250.00

Jim and Jeanne	Sheehan		\$150.00
Ellen	Stark		\$100.00
Maureen	Steenblock		\$300.00
David	Sylte		\$100.00
Peter and Bonnie	Tangren		\$100.00
Bill	Taufic		\$100.00
Mary	Thein	c/o Kris Johnson	\$100.00
Daphne	Wagner		\$15.00
Holly	Wallace		\$50.00
Colleen	Weimer		\$100.00
Bruce	Westrum		\$10.00
Dale	Wicks	Quality Pork Processors, Inc.	\$500.00
Jerry and Mary Anne	Wolesky		\$100.00
Gary and Marjorie	Zimmerman		\$300.00
Golden Tress Inc.			\$100.00
Potach & Mitchell Dental Clinic			\$100.00
B&D Stundahl LLC (Diane's Salon Classics)			\$50.00
Ladies Floral Club of Austin, MN c/o Austin Public Library			\$200.00
Austin Eagles Club Charitable Gambling			\$500.00
Austin Morning Lions			\$200.00
		TOTAL	\$29,485.00

RESOLUTION NO.

ACCEPTING DONATIONS FOR 2026 FLOWERS

BE IT RESOLVED that the Austin City Council accepts the gifts to the 2026 Flower Program in the amount of \$29,485.00 as listed in the attachment.

Passed by a vote of yeas and nays this 2nd day of February, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

RESOLUTION NO.

ESTABLISHING AND FIXING LICENSE FEES AND MISCELLANEOUS
OPERATIONAL FEES OF THE CITY OF AUSTIN FOR THE YEAR 2026

WHEREAS, pursuant to Austin City Code, Section 6.04 requires that the City Council by resolution fix and determine fee for licenses; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Austin sets the following license fees to be effective October 6, 2025:

Cab Company	\$ 55.00 each vehicle
Cab Driver	\$ 55.00
Commercial Hauler	\$ 55.00 each vehicle
Community Festival	\$ 100.00 per day
Garbage Hauler	\$ 55.00 each vehicle
Gas Bulk Storage	\$ 85.00
Gasoline Station	\$ 85.00
Junk/Salvage Dealer	\$135.00
Kennel	\$135.00
Lodging Establishment	\$ 85.00
Massage Establishment	\$110.00
Massage Therapist	\$110.00
Movable Business	\$ 85.00
Pawn Shop Investigation Fees	\$100.00 sole proprietor \$200.00 partnership \$300.00 Corporation
Pawn Shop	\$110.00
Right of Way Contractor	\$ 85.00
Sandwich Board sign	\$ 35.00
Sidewalk Café	\$ 85.00

Sign Installer	\$ 85.00
Small Vehicle Passenger Service Owner	\$ 55.00
Small Vehicle Passenger Service Driver	\$ 55.00
Special Vehicle (UTV)	\$ 50.00
Peddler	\$ 10.00 per day \$ 25.00 per week
Temporary Cannabis Event	\$100.00 per day
Theatre	\$110.00
Tobacco	\$175.00
Tree Service	\$ 85.00
Water Conditioning	\$ 55.00
License Investigation fees	\$ 10.00 license \$ 55.00 Cab Company and Cab Driver \$ 55.00 Small Veh. Owner and Driver \$ 55.00 Massage \$ 55.00 Peddler
License Late fees	
First 10 days overdue	10% of license fee
Second 10 days overdue	20% of license fee
Third 10 days overdue	30% of license fee
Over 30 days overdue	40% of license fee

AND, WHEREAS, the City of Austin has certain fees for miscellaneous business operations.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Austin sets the following miscellaneous business operational fees to be effective October 6, 2025, and that a copy of this resolution which sets forth the approved fees shall be on file in the office of the City Clerk.

Administrative Citations	\$300 – Building code violations \$300 – MN State Fire code violations \$100 – All other code violations Repeat violations within 24 months 25%, 50% and 100% increased, doubling after the 4 th violation to a maximum of \$2,000
Administrative Billing Fee	\$75.00

(for nuisance type billings)

Air Tank Fill	\$15.00
Airport Hangar Fees	\$.12 per sq. ft annually
Airport T-Hangar Fees	\$185 per unit monthly 2% annual increase for multi-year leases
Animal Impounding Fees	\$25.00 - 1st time \$35.00 - 2nd time \$45.00 - 3rd time \$55.00 - 4 th or more times \$25.00 + per day boarding
Assessment Searches	\$25.00
Auto Extrication or Haz Mat/ Gas Line Strike	\$250.00/hour, Engine/Ladder, one-hour minimum \$125.00/hour, Rescue/Tanker, one-hour minimum \$100.00/hour, Command/Brush/Utility, one-hour minimum Duty fire personnel, one hour minimum Paged fire personnel, two hour minimum
Cat Permanent License	\$15.00 - Spayed/neutered \$25.00 - Not spayed/neutered \$ 5.00 - Replacement
Daycare/Foster Care Inspections	\$50.00
Dog Permanent License	\$15.00 - Spayed/neutered \$25.00 - Not spayed/neutered \$ 5.00 - Replacement
Cannabis Registration Fees	The City of Austin will follow the guidance under Minn. Stat. 342.11 in issuing cannabis registration fees.
Copy Fees	\$.25 - one-sided \$.50 - two-sided \$.50 - 11x17 paper \$.50 - color copies
Code Book	\$150.00
Code Book Supplement	\$25.00
Credit Card Fee	4% on all charges

Fat, Oil, Grease (FOG) Surcharge Fee	\$100.00 per month
Fat, Oil, Grease (FOG) Reinspection Fee	\$100.00 per inspection (in addition to permit fees)
Fat, Oil, Grease (FOG) 2 nd Reinspection Fee	\$100.00
Fat, Oil, Grease (FOG) Exemption Fee	\$100.00
False Alarms (after two false alarms)	\$100.00
Filing Fees	\$25.00 (per City Charter)
Finance Fees	1% unpaid balance per month after 30 days or a minimum of \$10.00 per month
Fire Reports	\$15.00
Fire Watch	Hourly rate billed per each fire fighter
Fireworks Permit	\$100.00
Flow Test	\$30.00
Liquor Catering	\$200.00
Maps	\$8.00 4' x 5' (approx. size) \$4.00 2' x 3' (approx. size)
Media Copies	\$10.00 DVD
Moving Permits	\$160.00 Police escort (minimum), if required
Notarial Services	\$1.00 per document
NSF Check Fees	\$40.00
Parking Permit Fees	\$20.00 per month (individual marked spot) \$20.00 per month (rental permit) \$100.00 per year (designated lot)
Parking Violations -(Effective as of 02/02/2026)	\$25 violation of ordinance: 9.02, 9.05, 9.06, 9 .07, 9.30, 9.32, 9.33, 9.36, 9.39, and 9.51
	\$50 violation of ordinance: 9.31 (snow emergency)
	\$10 late fee after 10 business days
Pawn Fees Electronic Transactions	\$1.50 per billable transaction

Pawn Fees Manual Transaction	\$2.50 per billable transaction
Police Officer Use Two Hour Minimum	\$126 per hour – Officer \$137.50 per hour – Detective/Sergeant \$154.00 per hour – Lieutenant
Rental Licensing Fees	\$150 Single family property \$120 + \$30 per unit Multifamily property 20% of license fee for late fee \$100 reinspection fee \$500 failure to register fee
Right-of-Way Management Fees	\$85.00 Registration Fee \$60.00 Excavation Permit Fee \$92.50 Hole-Spot Excavation \$0.20/lf Trenching/Directional Boring \$60.00 Lane Closure \$60.00 Overweight/Width Load \$100.00 House Moving \$60.00 Garage Moving \$30.00 Permit Extension
Sanitary Sewer Cleaning Jetter/Vac Rental	\$450.00 1 st hour \$350.00 every hour thereafter \$125.00 disposal \$30.00 per hour additional for overtime \$200.00 per hour televising service
Sanitary Sewer Permit Fee: Residential Equivalent Unit (REU), 1 REU = \$1,500.00	
Residential Property	1 REU per dwelling unit
Non-Residential Property	1 REU per 300 gpd or per 20 fixture units, whichever is greater
Commercial Property	1 REU per 300 gpd or per 20 fixture units, whichever is greater
Industrial Properties	Commercial criteria; and maximum daily Industrial Wastewater for process flow
Sewer Lateral Development Charge:	
Gravity system	\$15,000 per connection
Gravity system/grinder pump combo	\$18,200 per connection
Gravity system w/ lift station	\$15,000 per connection
Sewer Service Charge:	
4" service	\$1,000 per connection
6" service	\$1,200 per connection
Sewer I/I Surcharge	\$100 per month (Sump Pump) \$100 per month (Sewer Service)

Sidewalk Snow Removal	\$.75 per linear foot
Sidewalk Salt/Sand	\$.30 per linear foot
Sign Replacement	\$250.00 sign & post replacement \$125.00 every additional sign
Vacant Property Registration Fee	\$240.00 per property
Vehicle Forfeiture	\$150.00 administration fee \$20.00 per day storage
Wastewater Treatment Plant Disposal	\$2,500 Annual Administration \$250 Sample Collection (per round) \$83.05 Tanker (per 6000 gal.load) \$20.00 RV Dump Station (per visit)
Zoning Fees	\$300.00 Conditional Use Permit \$400.00 Platting(plus \$25.00 per lot) \$300.00 Rezoning \$300.00 Variance \$200.00 Fence Appeal \$200.00 Sign Appeal \$225.00 Interim Use Permit (1-2 years) \$300.00 Interim Use Permit (3-5 years)
Zoning Review Fee	\$20.00
Fence Permits	Linear Feet: 0 to 100 = \$50.00 101 to 150 = \$60.00 151 to 200 = \$70.00 201+ = 80.00
Sign	Square feet: Minimum = 50.00 10 to 50 = \$70.00 51 to 100= \$90.00 101 to 300 = \$110 301 and over = \$130
Decks under 30" (not attached to house)	sq. ft. x \$50.00
Accessory structures under 200 sq. ft.	sq. ft. x \$50.00
Houses/House Additions	
Total sq. ft. main floor/And second floor)	sq. ft. x \$100.00
Total sq. ft. of attached garage	sq. ft. x \$25.00
Basements	
Semi-Finished	sq. ft. x \$22.20
Unfinished	sq. ft. x \$16.55
House Installs (also used for Modular and Pre-Fabricated homes)	sq. ft. x \$50.00
Deck and Unheated Porch additions	sq. ft. x \$25.00

Garage/Garage Additions/Garage Installs/ Accessory Buildings	sq. ft. x \$25.00
Carports	sq. ft. x \$17.00
Mobile Home Permits	\$54.50 + \$1.00 s/c + \$20 zoning review = \$75.50
Zoning Compliance Letters	\$30.00 Residential \$100.00 Commercial \$50.00 Rush Fee (2 days)

Passed by a vote of yeas and nays this 2nd day of February, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

City of Austin
Zoning Department



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

Memorandum

To: Mayor and City Council

Cc: Ketorra Greene, 909 3rd Ave NW, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 909 3rd Ave NW, Greene Property

Date: January 30, 2026

May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of refuse and junk at 909 3rd Ave NW. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

**City of Austin
Zoning Department**



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

January 5th, 2026

Ketorra Greene
909 3rd Ave NW
Austin, MN 55912

RE: Zoning Violations at 909 3rd Ave NW, Austin, MN 55912

Dear Ketorra:

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 January 5th, 2026 at this site and the following issues need to be resolved:

- 1. Remove all junk/garbage from property**
- 2. All refuse must be contained in watertight containers and lawfully disposed of, at least once each week during the year.**

The violation of Austin City Code Sections 10.01 Subd 2, 3 & 4, 10.14 Subd.1(B) 4 and 10.14 Subd.4-6 were found. These City Code sections read as follows:

City Code Section 10.01 Subd. 2. *Disposal required.* Every person shall, in a sanitary manner, store and dispose of refuse that may accumulate upon property owned or occupied by him or her in accordance with the terms of this section. Garbage shall be collected or otherwise lawfully disposed of, at least once each week during the year.

City Code Section 10.01 Subd 3. Deposit of garbage or refuse. It is unlawful:

D. For any person to deposit anywhere within the city any refuse in a manner that it may be carried or deposited by the elements upon any public place or any other premises within the city;

City Code Section 10.01 Subd. 4 Containers

A. *General requirement.* Every householder, occupant or owner of any residence and any restaurant, industrial establishment or commercial establishment shall provide on the premises one or more containers to receive and contain all refuse which may accumulate between collections or other disposal. All normal accumulations of refuse shall be deposited in such containers, except that leaves, trimmings from shrubs, grass clippings, shavings, excelsior and other rubbish of similar volume and weight may be stored in closed containers not meeting the requirements of Subpar. B. Tree limbs under four inches in diameter in five-foot lengths and tied in bundles not to exceed 60 pounds, bundles of newspapers, cardboard or magazines tied securely not to exceed 60 pounds. Furniture, rugs and carpeting will be accepted by a licensed hauler if notified 24 hours in advance of regular pickup time. The following articles will not be accepted as refuse and must be deposited at a designated demolition site: stone, sod, earth, concrete, building materials unless placed in covered garbage cans, automobile parts,

except tune-up parts, inflammable liquids, tree trunk sections over four inches in diameter. Tires and white goods need not be accepted as refuse by licensed garbage haulers, but shall be disposed of at the depository as designated by the County Board.

B. *Container requirements.* Each container shall be watertight, shall be impervious to insects and rodents and shall not exceed 32 gallons in capacity, garbage containers when full shall not exceed 60 pounds in weight, when waste is collected by licensed haulers by mechanical lifting devices, the use of the container shall not exceed 90 gallons or limited, as defined by the hauler. Containers shall be maintained in good and sanitary condition. Any container not conforming to the requirements of this section or having ragged or sharp edges or any other defect likely to hamper or injure the person collecting the contents shall be promptly replaced after notice by the city.

Notwithstanding the foregoing, grass clippings and leaves may be temporarily stored in bags provided by licensed garbage haulers for pick up by licensed garbage haulers or in plastic bags provided by the owner for ultimate disposal at a site designated by the Council.

C. *Placement.*

1. Garbage containers shall be placed in a driveway or open area outside of the garage or where public alley - garbage shall be placed adjacent to the alley, easily accessible for pickup to be made. Other refuse - properly bagged or bundled such as leaves, clippings or brush shall be placed by the curb of the street or by the alley for collection. Containers must be placed properly for pickup prior to 5:30 a.m. on the day of collection to insure service.

2. At the request of the garbage hauler, garbage containers may be placed on boulevard, curbside or other convenience place in front yard for collection, but the containers shall not be permitted to remain on curbside or in front yard for more than 24 consecutive hours.

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 maximum of \$100, the amount varies depending on the type of violations.

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

Sincerely,



Brent Johnson
Zoning Inspector



January 28, 2026

10:28 AM

909 3rd Ave NW