

A G E N D A
CITY COUNCIL MEETING
MONDAY, MARCH 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 February 17, 2026

3. Recognitions and Awards

(mot) 4. *Consent Agenda

Licenses:

Lodging Establishment: Angel Moser, 806 9th Street SW, Austin, MN

Residential & Commercial Hauler: Red Can, Austin, MN

Right of Way: Castrejon Inc., Blaine, MN

Temporary Liquor: VFW Post 1216 on July 3 & 4, 2026

Exempt Gambling: Marcusen Park Baseball Association on September 1, 2026

Claims:

a. Pre-list of Bills

Events:

National Night Out on August 4, 2026

BID OPENING AND AWARD:

(res) 5. Receiving bids for bituminous materials

a. Awarding bid

(res) 6. Receiving bids for asphalt

a. Awarding bid

PETITIONS AND REQUESTS:

(res) 7. Approving an engineering design proposal for the Hope Street Lift Station

(res) 8. Approving a construction administration services proposal from WHKS for the Oakland and 1st Avenue SW project

(res) 9. Approving a liquor license for Pundit Beer Co. LLC

(res) a. Approving a Brewer Tap Room liquor license transfer

(res) b. Approving a Sunday Brewer Tap Room On-Sale and approving an Off-Sale liquor license to include Sunday sales

- (res) 10. Approving the 2026 – 2028 labor agreement with the Austin Employees Association
- (res) 11. Approving a contingency request from the Austin Public Library
- (res) 12. Approving a LCCMR grant request from the Nature Center
- (mot) 13. Approving the Austin Fire Department Part-Time Relief Association Bylaws
- (mot) 14. Approving the revised vacation policy
- (res) 15. Approving the 2026, 2027, and 2028 Base Pay Structure
- (res) 16. Accepting donations to the City of Austin
- 17. 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. 1208 5th Street NW, Clayton Property
 - (mot) b. 600 1st Avenue NW, Iverson Property

CITIZENS ADDRESSING THE COUNCIL

REPORTS AND RECOMMENDATIONS:

City Administrator
City Council

- (mot) Adjourn to **Monday, March 16, 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.

MINUTES
CITY COUNCIL MEETING
February 17, 2026
5:30 PM
Council Chambers

MEMBERS PRESENT: Mayor King, Council Members Michael Postma, Oballa Oballa (5:38 p.m.), Laura Helle and Council Member-at-Large Jeff Austin

MEMBERS ABSENT: Council Member Jason Baskin and Council Member Rebecca Waller

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

APPEARING IN PERSON: Honorary Council Member Lindsey Compton, Austin Daily Herald

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

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

Moved by Council Member Postma, seconded by Council Member Fischer, approving Council minutes from February 2, 2026. Carried.

CONSENT AGENDA

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

Licenses:

Temporary Liquor: LIFE Mower County on May 2, 2026
Exempt Gambling (raffle): Austin Junior All Star Baseball Inc. on June 14, 2026
Tobacco License (transfer): Jolly LLC, dba Cheers Liquor, Austin, MN
Tree Service: Ted Janning Tree Service, Blooming Prairie, MN
Tree Service: Carstens Properties Tree Service, LLC, Austin, MN
Massage Therapist: Melissa Offner Mandler, Austin, MN
Right of Way: S&S Contractor's LLC, Good Thunder, MN
Right of Way: Jordan Drilling Solutions, LLC, Inver Grove Heights, MN

Claims:

- a. Pre-list of Bills
- b. Credit Card Reports

Carried.

PUBLIC HEARINGS

Assistant City Engineer Andrew Sorenson spoke about the 8th Street SE project. He stated this project would be a full reconstruction of the street, sidewalk, curb and storm and sanitary sewer. The cost of this project is estimated at \$1,275,000.

No comments from the public.

Moved by Council Member Postma, seconded by Council Member Helle, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 25104. Carried 4-0.

Assistant City Engineer Andrew Sorenson spoke about the 7th Avenue SW, 8th Avenue SW, and 26th Street SW project. He stated this project would be a mill and overlay. There will be some sanitary sewer repairs with this project as well. The cost of this project is estimated at \$130,000.

No comments from the public.

Moved by Council Member Fischer, seconded by Council Member Postma, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 26101. Carried 4-0.

Assistant City Engineer Andrew Sorenson spoke about the 9th Avenue NW project. He stated this project would be a full reconstruction of the street, and storm and sanitary sewer. There would also be a complete sidewalk replacement for this project. The cost of this project is estimated at \$825,000.

No comments from the public.

Moved by Council Member Fischer, seconded by Council Member Postma, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 26102. Carried 4-0.

Assistant City Engineer Andrew Sorenson spoke about the 5th Street NW and 7th Street NW project. He stated this project would be a full reconstruction of the street, and storm and sanitary sewer. There would also be sidewalk and curb replacements. The cost of this project is estimated at \$1,100,000.

No comments from the public.

Moved by Council Member Postma, seconded by Council Member Fischer, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 26103. Carried 5-0.

Assistant City Engineer Andrew Sorenson spoke about the 14th Street NW project. He stated this project would be a mill and overlay. They are currently evaluating the need for sidewalks at this time and may need to assess costs for these at the final hearing. The cost of this project is estimated at \$300,000.

No comments from the public.

Moved by Council Member-at-Large-Austin, seconded by Council Member Postma, adopting a resolution ordering improvement, approving plans and specifications, and ordering advertisement for bids on Project 26104. Carried 5-0.

PETITIONS AND REQUESTS

Moved by Council Member-at-Large Austin, seconded by Council Member Postma, adopting a resolution setting the public hearings for the street improvement project assessments to March 16, 2026. Carried 5-0.

Police Chief McKichan stated Mower County created a hazard mitigation plan to address the potential for disasters. The County engaged with cities and townships throughout Mower County to create this. Mower County has asked us to pass this resolution, which will make us one of the participating jurisdictions eligible to apply for FEMA hazard mitigation assistance grants if we were to need them.

Moved by Council Member Fischer, seconded by Council Member Postma, adopting a resolution approving the 2025 Mower County Hazard Mitigation Plan. Carried 5-0.

Public Works Director Steven Lang stated the City of Austin has been working with SEH for the engineering, planning and design related to the WWTP levee project since 2020. The project has now moved into the construction phases of work planned for 2025-2026. Recently there was a request to SEH to review the possibility of upsizing the industrial force main from 20-inch to 24-inch. Ultimately the upsizing was not approved, but SEH incurred extra design costs to evaluate and incorporate the design changes.

Mr. Lang stated the amount of the design costs was \$19,000. The costs for this work will be covered 100% through the Industrial Budget. These costs have been reviewed by Hormel Foods and are included in the overall budget for Engineering Services reimbursements. They would recommend Council approval of amendment No. 5.

Moved by Council Member Oballa, seconded by Council Member Postma, adopting a resolution approving amendment No. 5 for engineering services with SEH. Carried 5-0.

Public Works Director Steven Lang stated the Cook Farm lift station pumps wastewater south along Hwy 218, where it discharges just north of the Oak Park lift station. Every time the Cook Farm lift station pumps, it then forces the Oak Park lift station to pump. This is inefficient and shortens the service life of the Oak Park lift station. They have received a proposal from WHKS for \$10,900 to complete engineering design services for this project. They will conduct a study in this area to determine their options. This project is also identified in the Capital Improvement Program and is proposed to be funded through the Domestic Fund Budget. They would recommend approval to extend the contract with WHKS to complete the sanitary sewer analysis.

Moved by Council Member Oballa, seconded by Council Member Postma, adopting a resolution approving a contract with WHKS for sanitary sewer analysis. Carried 5-0.

Finance Director Emily Burns requested Council approve an audit engagement letter with CliftonLarsonAllen LLP in the amount of \$67,670.00. This would include an audit of financial statements, federal, single audit fee per program, Minnesota Legal Compliance, assistance implementing new accounting standards, and an option for CLA to prepare financial statements.

Council Member Postma would like the Finance Director to look at other firms for quotes for the audit for the next year as costs are increasing and he would like to see what others are charging.

Moved by Council Member Fischer, seconded by Council Member Oballa, approving a contract with CliftonLarsonAllen LLP for the 2025 financial audit. Carried.

Fire Chief Jim McCoy stated in the 2026 budget, Council approved an increase of \$250 for each part-time firefighter's yearly pension. This money is paid to the City as part of the State Fire Aid program and distributed to the relief association members. State statute requires the City of Austin to have in place an Aid Allocation Agreement with the Part-time Firefighter Relief Association which allows the City of Austin to use fire aid dollars to offset the full-time pension. He is requesting Council approval of the agreement.

Moved by Council Member Oballa, seconded by Council Member Postma, approving a resolution for an aid allocation agreement to increase the pension contribution for the part-time firefighters. Carried. 5-0.

Fire Chief Jim McCoy requested Council approval for two new fees. The first would be to invoice property owners for structure fires, which would include businesses, residential homes and garages. The fee would be \$500 per occurrence. The second fee would be for fire extinguisher training. This would come at a cost of \$150.00 per hour and would be applicable to businesses within the community.

Moved by Council Member Postma, seconded by Council Member Fischer, approving a resolution for two new fire department fees. Carried. 5-0.

Fire Chief Jim McCoy requested Council approval of a \$5,000 donation awarded to the Fire Department from International Paper. The grant will be used to purchase firefighting equipment.

Moved by Council Member-at-Large Austin, seconded by Council Member Postma, approving a resolution accepting a donation to the Fire Department in the amount of \$5,000. Carried. 5-0.

Moved by Council Member Fischer, seconded by Council Member Helle, approving a resolution accepting donations to the City of Austin. Carried. 5-0.

CITIZENS ADDRESSING THE COUNCIL

Brittany Deyo, 118 Clinton St, Mapleview, MN expressed her feelings on the recent ICE activity in the community. She relayed families still feel uncertain about their safety, particularly after incidents involving individuals being followed into public service buildings. These situations raise concerns about safety in government spaces and the policies in place to protect residents.

Ms. Deyo requested clarification on several issues: how individuals, including federal agents, are required to identify themselves; what safety protocols exist in and around public service buildings; and what protections are in place to prevent racial profiling. She also ask how the City plans to rebuild trust so residents feel safe seeking help from local law enforcement and accessing public services.

Additionally, Ms. Deyo emphasized the importance of maintaining Austin's welcoming and diverse environment, noting the City's international presence and multicultural community. She acknowledged that many concerns involve multiple levels of government and may not have immediate local solutions. She stressed the need for continued transparency, communication, and leadership. She encouraged the City Council to review these concerns and consider future public discussions or policy evaluations. She thanked all for allowing her to speak and for their time.

DJ Ryther, Austin, MN, criticized a recent student walkout protesting ICE, arguing it was politically motivated and manipulated at the expense of children, public safety, and law enforcement. She expressed concern that students left school unsupervised for an extended period, engaged in unsafe behavior, used inappropriate language, displayed lewd signs, and allegedly caused property damage. Mrs. Ryther believes staff may have been involved and argued that such protests mock law enforcement and should not be permitted during school hours.

Ms. Ryther affirmed pride in Austin's cultural diversity and welcoming identity, she rejected accusations of racism and describes personal and professional relationships within the community's diverse populations. She called for greater parental awareness, changes in educational practices, and restoring moral and religious values. Ultimately, she urged leaders to address what they see as political agendas influencing youth, defend law enforcement, and prevent further incidents she believes harm the City's reputation and community fabric.

HONORARY COUNCIL MEMBER COMMENTS

Honorary Council Member Lindsey Compton thanked Council for the experience. She has lived in Austin her entire life and is an active community member and being able to learn more about local government will enable her to better serve the community.

REPORTS AND RECOMMENDATIONS

Public Works Director Steven Lang announced the Public Works department will collaborate with local plumbers to educate them about the upcoming point-of-sale ordinance. A meeting will be held on Thursday, February 19th, at the Austin Public Library for plumbers and real estate agents. This meeting aims to provide better information about the ordinance. The public is also invited to attend.

Council Member Postma expresses difficulty finding the right words amid ongoing challenges facing the community, state, and country. He appreciates those working to support residents, both publicly and behind the scenes and encourages continued efforts to help the community. He cautioned against growing division, noting that differing political opinions are valid but emphasizing the importance of discussing issues in the appropriate forums. He urge community members to keep asking questions while focusing on supporting one another and working together.

Council Member Helle stated the Parks, Recreation, and Forestry department is currently hiring for their seasonal positions. She stated the Nature Center has many great events coming up and encouraged all to visit their website to check out their offerings. She let the community know the P&R department will be planting over 125 boulevard trees this summer and is working as hard as they can to replace as many trees as possible. Council Member Helle also reflected on the broader challenges facing the community due to federal decisions that affect many aspects of daily life. She echoed Council Member Postma's appreciation for community members' support for one another and encouraged continued compassion. She urges residents to set aside partisanship and focus on common ground, treating each other with respect and recognizing shared values.

Council Member Oballa thanked those who shared their thoughts and acknowledged that recent events have been difficult for both the city and the state. Setting politics aside, he urges the community to focus on supporting one another and looking out for neighbors, which is what makes Austin special. He expressed concern and fear about what is happening, including personal worries about being pulled over and seeing families affected in ways that may not make the news. He encourages continued community involvement, mutual support, and vigilance to keep everyone safe during these uncertain times.

Mayor King recognized the new officer, J.J. Mueller, who was sworn in this morning. Mayor King stated Officer Mueller was previously with the Austin Police Department, had left, and is now returning. Mayor King is happy to have him back and is happy to see the police force coming up to full strength.

Moved by Council Member Postma, seconded by Council Member Oballa, adjourning the meeting to March 2, 2026. Carried.

Adjourned: 6:23 p.m.

Approved: March 2, 2026

Mayor: _____

City Clerk: _____

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 and City Council
From: Steven Lang, PE
Subject: Bituminous Material Bids
Date: February 24, 2026

We have received bids for our seasonal supplies of asphalt for 2026. The bids are summarized below based on the base bid that was submitted to supply 3,500 tons of bituminous material, plus the cost associated with hauling the materials.

For determining the cost of hauling, a rate of \$.40/ton/mile, based on one direction, was specified in the specifications to be used to determine hauling costs. The mileage is the distance to the asphalt plant from the intersection of Oakland Avenue and Main Street in Austin.

Bidder	Base Bid	Mileage	Total
Ulland Bros Inc	\$234,500	\$28,000	\$262,500
Rochester Sand & Gravel	\$236,250	\$39,200	\$275,450

These costs come out of our Streets and Highways road materials budget. We would recommend awarding this bid to Ulland Bros. Inc.

If you have any questions, please let me know.

Historical Bid Prices

2026	\$234,500	\$67/ton
2025	\$298,980	\$66.44/ton
2024	\$286,785	\$63.73/ton
2023	\$290,250	\$64.50/ton
2022	\$274,500	\$55/ton
2021	\$229,500	\$51/ton
2020	\$234,000	\$52/ton
2019	\$241,875	\$53.75/ton
2018	\$211,500	\$47/ton

Ulland Bros.
79223 -170th Street
Albert Lea, MN
20.0 miles

Rochester Sand & Gravel
2627 County Road 6
Stewartville, MN
28.0 miles

RESOLUTION NO.

AWARDING BID

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

2026 seasonal supply of bituminous material

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

Contractor	Base Bid	Mileage	Total
Ulland Bros. Inc.	\$234,500	\$28,000	\$262,500
Rochester Sand & Gravel	\$236,250	\$39,200	\$275,450

AND, WHEREAS, it appears Ulland Bros. Inc. is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Austin, Minnesota: That the bid from Ulland Bros. Inc. is hereby accepted, and the Mayor and City Administrator are hereby authorized and directed to enter into the standard city contract with Ulland Bros. Inc. in the name of the City of Austin for the following:

2026 seasonal supply of bituminous material

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

Yeas

Nays

ATTEST:

APPROVED:

City Clerk

Mayor

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



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Memorandum

To: Mayor & Council
From: Steven Lang, PE
Date: February 24, 2026
Subject: Bids – Asphalt Emulsion

The City of Austin received bids for asphalt emulsion on February 24, 2026. This material is used as part of our chip sealing roadway maintenance program. The bid includes approximately 135 tons of asphalt emulsion oil that's used with rock chips to create a new wearing surface on asphalt pavement. The bids are summarized below.

Contractor	Total Bid Amount
Henry G. Meigs	\$83,678.40
Budget	\$100,000

We would recommend awarding the project to Henry G. Meigs. If you have any questions, please contact me.

Historical Bid Prices

2026	\$83,678.40
2025	\$83,678.40
2024	\$54,900.00
2023	\$54,450.00
2022	\$100,847.25
2021	\$90,819.75
2016	\$72,227.75
2015	\$103,241.25
2013	\$139,578.60

RESOLUTION NO.

AWARDING BID

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

2026 seasonal supply of asphalt emulsion

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

<u>Contractor</u>	<u>Bid</u>
Henry G. Meigs	\$83,678.40

AND, WHEREAS, it appears Henry G. Meigs is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Austin, Minnesota: that the bid from Henry G. Meigs is hereby accepted, and the Mayor and City Administrator are hereby authorized and directed to enter into the standard city contract with Henry G. Meigs in the name of the City of Austin for the following:

2026 seasonal supply of asphalt emulsion

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

Yeas

Nays

ATTEST:

APPROVED:

City Clerk

Mayor

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



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Memorandum

To: Mayor & Council
From: Steven Lang, PE
Date: February 9, 2026
Subject: Hope Street Lift Station, Bar Screen & Coatings
Engineering Design Services

The Hope Street Lift Station was constructed in 1958 and has undergone numerous modifications and additions over the years. The lift station is owned by the City of Austin and is designed to pump industrial wastewater from the Hormel Foods plant to the Austin Wastewater Treatment Plant. The lift station currently pumps approximately 2.2 to 2.5 million gallons per day.

The lift station was originally constructed with mechanical bar screens and grit removal systems; however, these systems are no longer in use and were removed prior to the year 2000.

Due to changes in the flow stream, the City of Austin is planning to install a new bar screen system to remove plastics and other non-decomposable items from the wastewater stream. In addition, the City is planning to install new protective coatings on the wet well surfaces.

Proposals were requested from qualified engineering firms to develop plans and specifications for the design and bidding phases of this project. The scope of work includes the following tasks:

Task 1: Project Management, Coordination, and Quality Control

Includes, but is not limited to: Day-to-day project management including communications and coordination of all technical work, preparing monthly progress reports and invoices, regularly scheduled project meetings with City staff, preparing, and implementing risk assessment plans.

Task 2: Preliminary Layouts, Equipment and Coating Recommendations, and Flow Analysis

Includes, but is not limited to: Evaluation of the existing facilities. Recommendations for equipment and vendors to meet the desired outcomes for screening. Recommendations for building modifications as necessary to accommodate the new equipment. Recommendations for coating systems to withstand the industrial wastewater environment.

Analysis of flow data to ensure optimum capacity. Submit preliminary plans for review at 70% and 95%. Schedule a meeting to walk through the preliminary plans at each stage and make necessary revisions.

Task 3: Final Design, Construction Document Preparation and Bidding

Includes, but is not limited to: Preparation of final construction plans and special provisions. Determine contract pay items and compute and check contract quantities. Prepare engineer's estimate of final construction costs. Prepare complete project specifications/proposal package (the package shall include all materials that the City will need for bidding the project, and the package should be submitted both in a Microsoft Word file and a PDF file). Provide project base files to City digitally in AutoCAD, Civil 3D format. Provide support to the City during the bidding phase, answering questions, bid analysis, and award recommendations. Includes attendance at the bid opening and the pre-construction conference.

The following proposals were received for completion of the design work:

- **Bolton & Menk:** \$99,564
- **WHKS:** \$104,900

This project is currently identified in the Capital Improvement Program (CIP) and is proposed to be funded through the Industrial Fund budget. Based on the proposals received, staff recommends extending a contract with Bolton & Menk to complete this work.

Please let me know if you have any questions.

RESOLUTION NO.

**APPROVING ENGINEERING PLANNING AND DESIGN SERVICES FOR
THE HOPE STREET LIFT STATION**

WHEREAS, the City of Austin recognizes the vital importance of maintaining its sanitary sewer system to ensure public health and community well-being; and

WHEREAS, the Hope Street lift station was constructed in 1958 and was constructed with mechanical bar screens and grit removal systems; and

WHEREAS, this lift station is designed to pump industrial waste from the Hormel Foods plant to the Wastewater Treatment plant; and

WHEREAS, due to changes in the flow stream, a new bar screen system will need to be installed; and

WHEREAS, Bolton & Menk has submitted a proposal for \$99,564 to develop plans and specifications for the design and bidding phases of this project.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin acknowledges the importance of maintaining our subsurface infrastructure and approves the proposed charges from Bolton & Menk The cost for this work will be funded through the Industrial Fund budget.

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

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

City of Austin
500 Fourth Avenue N.E.
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Memorandum

To: Mayor & Council
From: Steven Lang, PE
Date: February 23, 2026
Subject: Construction Admin Services – Phase 2, 2026
Oakland Ave W & 1st Avenue SW

The City of Austin previously worked with WHKS for the engineering, planning, and design services related to the Oakland Ave & 1st Ave SW project. As we move into the construction phases planned for 2025–2027, we have received a proposal from WHKS to provide construction administration services.

The WHKS proposal is structured as an hourly rate with a total estimated fee of \$95,000. The scope of services includes:

1. Shop drawing review and approval
2. Construction site visits and weekly construction progress meetings
3. Review of quantities and pay applications
4. Preparation of change orders
5. Completion of required Federal compliance documentation, including weekly reports and EEO requirements
6. Preparation of a final summary of construction costs

In addition to WHKS's services, City staff will also participate in construction administration activities, including wage compliance review, material certification, construction surveying, and construction inspections.

Staff recommends approval of this agreement with WHKS for construction administration services related to the 2026 phase of the Oakland Ave/1st Ave SW project. Amendment 5 is attached for your reference.

Please let me know if you have any questions.

<u>Project Budget</u>	<u>City of Austin</u>	<u>Austin Utilities</u>
Engineering Design Services, Amendments No. 1-3	\$ 764,320.00	\$ 50,880.00
Engineering Construction Services, No 4 (2025)	\$ 70,000.00	
Engineering Construction Services, No 5 (2026)	\$ 95,000.00	
Construction Contract	\$ 15,083,845.68	\$
TOTAL	\$ 16,013,165.68	\$ 50,880.00



**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, **City of Austin** (Client) and WHKS & Co. (WHKS) executed a Professional Services Agreement dated **July 31, 2023** for certain engineering services for **Oakland Avenue West and 1st Street Southwest Reconstruction** (Project), and

WHEREAS, the Agreement described a scope of services and was based on completion of certain services, and

WHEREAS, the Client has requested **2026 Construction Administration** services for **Oakland Avenue and 1st Avenue Southwest** as described in more detail in attached Exhibit A, and

NOW THEREFORE, the Client and WHKS hereby agree the amended compensation for services shall be increased by the following:

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

2026 Construction Season –

Task 13

Billed Hourly with an estimated fee of \$95,000 including expenses. External expenses include an administrative charge of 10 percent.

Fee is based on ten (10) hours of Project Manager and three (3) hours of Design Engineer time per week for approximately 36 weeks.

2027 Construction Season – TBD

Executed this _____ day of March 2026

City of Austin, Minnesota

By: _____
Printed Name: Stephen M. King
Title: Mayor

WHKS & CO.

By: 
Printed Name: William Angerman, P.E.
Title: Exec. Vice President, COO

By: _____
Printed Name: Craig Clark
Title: City Administrator



Exhibit A to Amendment No. 5

A. Project Description

The Project consists of the reconstruction of Oakland Avenue West from 1st Street NE to 12th Street NW and 1st Avenue SW from South Main Street to 12th Street SW.

B. Scope of Services Provided Under This Agreement:

Note: Items 1-12 were previously defined in the AGREEMENT and Amendments 1-4.

13. Construction Administration 2026

- a. Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include coordinating completion of contracts and bonds once approved by council, clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates prepared by the City of Austin, and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- b. Attend weekly construction meeting as necessary.
- c. Conduct a preconstruction meeting with Client, Contractor and Utility Owners.
- d. Provide paperwork necessary for compliance with Federal requirements, weekly reports, EEO, etc.
- e. Provide construction updates to the Client.
- f. To be completed by the City of Austin: wage compliance, material certification.

RESOLUTION NO.

**APPROVING CONSTRUCTION ADMINISTRATION SERVICES
TO BE CONDUCTED BY WHKS FOR THE 2026 PHASE OF THE
OAKLAND AVE W & 1ST AVENUE SW PROJECT**

WHEREAS, the City has received a proposal from WHKS, for professional services related to engineering, planning, and design related to the Oakland Ave W & 1st Avenue SW project for the City of Austin; and

WHEREAS, the project involves shop drawing and review, construction site visits and weekly construction progress meetings, review of quantities and pay applications, change order preparation, completing necessary paperwork for compliance with Federal requirements, weekly reports, final summary of construction costs; and

WHEREAS, in addition, wage compliance review, material certification, construction surveying and construction inspections will be completed; and

WHEREAS, the proposal totals an estimated fee of \$95,000;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin approves the services in the amount of \$95,000 with WHKS for the 2026 phase of the Oakland Avenue & 1st Avenue SW project.

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

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

City of Austin
Brienne Wolf,
City Clerk



500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773
Phone: 507-437-9944
brienne@ci.austin.mn.us
www.ci.austin.mn.us

MEMO

To: Mayor and City Council Members

From: Brienne D. Wolf, City Clerk

Date: February 25, 2026

Subject: Brewer Tap Room On-Sale License Transfer Request with Sunday Brewer Tap Room On-Sale and Small Brewer With 128 Ounces Per Day Malt Liquor License, including Sunday Application Request

The Clerk's Office has received an application for a brewer tap room on-sale license from Pundit Beer Co. LLC, 500 23rd Ave NW. This is a license transfer request. This license was previously held by K and J Holdings LLC dba Angry Hog Brewery and Taproom.

Also received are license applications for Sunday brewer tap room on-sale, small brewer off-sale with 128 ounces per day malt liquor, and Sunday small brewer off-sale with 128 ounces per day malt liquor. These are new license requests.

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 Transfer of Brewer Tap Room On-Sale Liquor License

WHEREAS, Pundit Beer Co. LLC has applied to the City Council of Austin, Minnesota for transfer of license for brewer tap room on-sale liquor at the respective address hereinafter mentioned; and

WHEREAS, after due investigation, it appears said applicants for transfer of said brewer tap room on-sale liquor license have complied with all the provisions of the law relative thereto and are entitled to have the license transferred for the above described purposes at the hereinafter named address.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin, Minnesota does hereby grant license for brewer tap room on-sale liquor for the following named licensees at the following location in Austin, Minnesota, which license shall expire December 31, 2026:

K and J Holdings LLC dba Angry Hog Brewery and Taproom
500 23rd Ave NW and fences patio & deck area
Austin, MN 55912

to

Pundit Beer Co. LLC
500 23rd Ave NW and patio to south
Austin, MN 55912

Approved by the Austin City Council this 2nd day of March, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

RESOLUTION NO.

Granting Sunday Brewer Tap Room On-Sale Liquor License, Small Brewer Off-Sale With 128 Ounces Per Day Malt Liquor License and Sunday Small Brewer Off-Sale With 128 Ounces Per Day Malt Liquor License

WHEREAS, the establishment herein named has applied to the City Council of Austin, Minnesota for license for Sunday brewer tap room on-sale, small brewer off-sale with 128 ounces per day malt liquor and Sunday small brewer off-sale with 128 ounces per day malt liquor at the respective address listed below; and

WHEREAS, after due investigation, it appears said establishment for said Sunday brewer tap room on-sale liquor license, small brewer off-sale with 128 ounces per day malt liquor license and Sunday small brewer off-sale with 128 ounces per day malt liquor license 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 Sunday brewer tap room on-sale, small brewer off-sale with 128 ounces per day malt liquor and Sunday small brewer off-sale with 128 ounces per day malt liquor to the following named licensee at the following location in Austin, Minnesota, which license shall expire December 31, 2026:

Pundit Beer Co. LLC
500 23rd Ave NW and patio to south
Austin, MN 55912

Approved by the Austin City Council this 2nd day of March, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

City of Austin
Craig Clark,
City Administrator



500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773
Phone: 507-437-9941
craigc@ci.austin.mn.us
www.ci.austin.mn.us

MEMORANDUM

TO: Mayor & City Council

FROM: Craig D. Clark
City Administrator

RE: Outline of terms – 2026 – 2028
Austin Employees Association (AEA) Agreement

DATE: March 2, 2026

Members of the Austin Employees Association met recently and approved a contract extension for years 2026 – 2028. The contract has been signed by the bargaining unit stewards of the union and is inclusive of the details of the MOA we have approved/visited with you previously related to health care, reflects our market review suggestions and meets Council parameters of the wage adjustments.

Below is a summary of the agreement which would be pending your consideration and approval. Continued implementation of the Base Pay Structure (BPS) is also a part of the contract approval along with position updates. Details for the contract (Exhibit 1) include but are not limited to the following:

- No change to the health care contributions by the employer on a 75/25 dollar allocation between the employer and employee;
- Increases of 3.75%, 3.75% and 3% to the wage schedule;
- Updates related to the state's adoption of earned sick and safe leave;
- Creating a new sick and safe leave cap of 720 hours of sick leave for employees hired after 1/1/26, hires after Jan. 1 2006 will have time accrued paid out at the same 50% and new accruals at 100% payout from Jan. 1 2026;
- Update of Juneteenth as a recognized holiday;
- Provide vacation at time of hire and accelerate the years of service vacation schedule and eliminate the 240 hours of vacation for any new hires after Jan. 1, 2026;
- Provide carry forward of up to 40 vacation hours;
- Make out year contributions for health care the same as provided to non-union employees to avoid the end of the year MOU scramble;
- Increase the amount of sick leave bank that can be used for health care deductible costs from \$750-\$1,000;

- Elimination of the requirement to provide a long-term care disability program that had little use;
- Provide clothing allowance of \$200 annually rather than 24 months and provide roll over going forward and specifying what is allowed including boots;
- Establish a duration of three years through 2028.

Let me know if you have any questions. Should Council concur, we would ask for the following motion to approve the contract for the bargaining group.

Approve Exhibit 1 for the contract with AEA for 2026 – 2028 and authorize the Mayor to sign and Administrator to attest the agreement.

AGREEMENT BETWEEN
AUSTIN EMPLOYEES ASSOCIATION
AND
THE CITY OF AUSTIN, MINNESOTA
2026 – 2028

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ARTICLE 1

INTENT AND PURPOSE

- 1.1 This Contract between the City of Austin, hereinafter referred to as the City or Employer, and the Austin Employees Association, hereinafter referred to as the Unit, is intended to set forth the results of collective bargaining negotiations between the City and the Unit. Its purpose is to establish standard conditions of employment for employees in the bargaining unit, and to conform with the Public Employment Labor Relations Act of 1971, as amended, to promote harmonious relationships and economy of city government. It is agreed by the parties that the City will take such steps as are necessary to implement the provisions of this agreement, such as, but not restricted to, passage and changes of new and existing administrative directives, ordinances and resolutions.

ARTICLE 2

RECOGNITION

- 2.1 The Employer recognizes the UNIT as the exclusive representative for collective bargaining purposes and to have a representative of their choosing for all employees defined as follows:

Accounting Technician
Administration, Clerk & Cashier
Adult Services Librarian
Building & Ice Custodian
Building Inspector
Building Official
Building & Zoning Inspector
Clerk/Cashier
Community Service Officer
Engineering Technician
Engineering Technician/Project Coordinator
Environmental Technician
Facilities, Energy, and Maintenance Technician
Fire Administrative Assistant
Housing Inspector
Housing Resource and Code Enforcement
Laboratory Technician
Library Assistant 1
Library Assistant 2
Library Assistant 3
Nature Center Aid
Nature Center Teacher/Aide
Park & Recreation Clerk
Planning/Building Administrative Assistant
Senior Accountant
Sign and Traffic Control
Technical Services Librarian
Technology Coordinator
Technology Librarian
Water Quality Specialist/GIS Technician
WWTP Maintenance Coordinator
Youth Services Librarian
Zoning Inspector

ARTICLE 2

RECOGNITION (continued)

- 2.2 In the event that any new job or job title is created after the effective date during the term of this agreement, and such position is filled by the City, the parties agree to meet and discuss whether or not such person should be represented by AEA prior to making a request to the Director of the Bureau of Mediation Services for a unit designation for such position.
- 2.3 Employees who are hired into positions whether current or newly created, who are funded, in whole or in part, by other outside sources, these employee(s) will not, and do not, earn any type of seniority or any right to bid, bump or otherwise assume any other Unit position, at any time. At the sole discretion of the Employer, anytime funding for this type of employee is exhausted, not extended or reduced, in whole or in part or the position is no longer deemed necessary, by the City Administrator, the Employer is under no obligation to continue to employ any such individual or individuals in outside funded positions.

ARTICLE 3

EMPLOYER AUTHORITY

- 3.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 4

WAIVER

- 4.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 4.2 The parties mutually acknowledge that during the negotiations, which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in the Agreement for the stipulated duration of this Agreement.

ARTICLE 5

SAVINGS CLAUSE

- 5.1 This agreement is subject to law. In the event any provisions of this agreement shall be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree, no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this agreement shall continue in full force and effect. The voided provisions may be re-negotiated at the written request of either party.

ARTICLE 6

EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES

6.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

UNIT REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNIT as the grievance representatives of the bargaining UNIT having the duties and responsibilities established by this Article. The UNIT shall notify the EMPLOYER in writing of the names of such UNIT representatives and of their successors when so designated.

PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNIT and the EMPLOYER that the processing of grievances hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNIT REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNIT REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

PROCEDURE

Grievance, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the

ARTICLE 6

EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES (continued)

AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNIT within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNIT and discussed with the City Administrator or designee. The EMPLOYER-designated representative shall give the UNIT the EMPLOYER'S Step 2 answer in writing within then (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNIT within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed in Step 3 shall be submitted to arbitration. The EMPLOYER and the UNIT representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of Mediation Services.

ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNIT, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNIT and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNIT provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing

ARTICLE 6

EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES (continued)

it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNIT may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNIT.

ARTICLE 7

UNIT ACTIVITY

- 7.1 The Unit agrees to conduct its business off the job as much as possible. This article shall not operate as to prevent a representative from the proper conduct of any grievance in accordance with the procedures outlined in this agreement and shall not work to prevent certain routine business such as the posting of notices and bulletins.

ARTICLE 8

SICK LEAVE

- 8.1 All sick and safe leave usage and administration under this section shall be consistent with Minnesota's Earned Sick and Safe Leave law, as amended from time to time.
- 8.2 Regular fulltime employees working forty (40) hours per week will accrue sick and safe leave at the rate of eight (8) hours per month of service, for a total of ninety-six (96) hours per calendar year, pro-rated as necessary based on a 2,080-hour work year. Sick and safe leave may be used as it is accrued.
- 8.3 Employees hired before January 1, 2026 may accrue sick and safe leave without any accumulation limit. Employees hired on or after January 1, 2026 will be subject to an accumulation threshold of 720 hours. Sick and safe leave will not accrue beyond this threshold until the employee's balance falls below 720 hours.
- 8.4 Sick and safe leave may be used when an employee is unable to perform their regular duties due to illness, injury, or for any purpose permitted under applicable state or federal law. Sick and safe leave may be used as it is accrued in the smallest increment of time tracked by the City's payroll system. Employees shall properly designate their use of sick and safe leave on their timesheet, and used leave will be deducted on a first-in, first-out basis. The Employer may request reasonable documentation if an employee's absence exceeds two consecutive scheduled workdays.
- 8.5 Payment of accumulated unused sick and safe leave, together with accumulated vacation leave, shall not exceed an amount equivalent to one (1) year of the employee's present rate of pay at the time of retirement or involuntary layoff. Layoff includes any termination enacted by the City that is not a disciplinary action.

Employees hired before January 1, 2006 shall have their accumulated sick and safe leave paid out at one hundred percent (100%) of accumulation.

Employees hired on or after January 1, 2006 and prior to January 1, 2026 shall have all sick leave hours accrued and unused as of December 31, 2025 paid at fifty percent (50%) of accumulation, and all sick and safe leave hours accrued on or after January 1, 2026 paid at one hundred percent (100%) of accumulation.

Employees hired on or after January 1, 2026 shall have their accumulated sick and safe leave paid out at one hundred percent (100%) of accumulation and remain subject to the accrual limits outlined in Section 8.3.

ARTICLE 8

SICK LEAVE (continued)

To qualify for payment of unused sick and safe leave upon retirement, the employee must submit a written notice of retirement to their department head at least fourteen (14) calendar days prior to the retirement date, must actually retire, and must meet the applicable PERA retirement requirements.

If death occurs before retirement, accumulated sick and safe leave will be paid to the employee's designated beneficiary; if none is designated, payment will be made to the spouse, and if no spouse survives, to the employee's estate.

- 8.6 After the first thirty (30) days referred to in Article 13.6, when an employee is eligible for Workers' Compensation payments, they may supplement these payments with a prorated portion of employee's sick leave so the combination of the two benefits will equal employee's regular salary. If employee should exhaust their accumulated sick leave, employee will receive Workers' Compensation payments only. Working days only will be counted when using sick leave.
- 8.7 Regular part-time employees will accrue sick and safe leave on a pro-rated basis using a 2,080-hour calendar year, and accrual will never fall below the minimum required under Minnesota's Earned Sick and Safe Leave law.

ARTICLE 9

JURY DUTY

- 9.1 Employees shall be granted a leave of absence for service on a jury. They shall be compensated by the Employer the difference in their regular pay and that received for such jury duty. If the employee reports for jury duty and is subsequently excused from such duty, they shall return at once to their regular work.
- 9.2 The employee, in order to receive the difference in their regular pay and that received for jury duty, shall present their jury duty check to the City Recorder for verification.

ARTICLE 10

HOLIDAYS

10.1 All fulltime employees in each contract year shall be permitted twelve (12) holidays (96 benefit hours) without loss of pay.

10.2 The following days are established as holidays:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Jr. Day	Juneteenth	Thanksgiving Day
President's Day	Fourth of July	Day-After Thanksgiving
Good Friday	Labor Day	Christmas Day

10.3 Employees required by their supervisor to work on any of the identified holidays shall be paid time and one-half (1½) for time worked.

10.4 In the event that a holiday falls during an employee's vacation period, he/she shall have one added day of vacation either at the beginning or end of the vacation period.

10.5 If a holiday falls on Sunday, the following Monday shall be observed as a holiday.

10.6 If a holiday falls on Saturday, employees may have Friday off, or Monday off and the above shall be mutually agreed upon.

10.7 If the employee is required to work on a designated holiday, the employee will be entitled to another day off as agreed upon between Employer and employee.

10.8 Part-time employees who work at least 20 hours per week shall be entitled to holiday pay prorated based on a percentage determined by hours worked as compared to hours worked by a fulltime employee (example: part-time employee works 20 hours per week = 20 divided by 40 - ½ holiday pay) and provided holiday falls on part-time employee's normal scheduled work day (except for it being a holiday).

For purposes of this section, a part-time employee is one who is employed on a regular basis and who is employed to work less than a 40-hour workweek, but who works not less than 20 hours per week. A person, who is employed only on a seasonal basis or for a period of time intended not to exceed six months, shall not be entitled to any of the benefits set forth in this section.

ARTICLE 11

VACATION

- 11.1 Employees shall begin accruing vacation on their date of hire. Vacation for the initial partial year of employment shall be prorated from the date of hire through December 31, using an annual allotment of 80 hours as the basis for calculation.

Effective the following January 1, employees shall receive the full 80-hour vacation allotment. Thereafter, employees shall continue to receive vacation in accordance with the ongoing vacation accrual schedule.

- 11.2 Employees will be awarded vacation annually on January 1 based on years of service.
- 1 year of service – 80 hours
 - 4 years of service – 120 hours
 - 8 years of service – 160 hours
 - 12 years of service – 200 hours
 - 22 years of service – 240 hours

Employees hired prior to January 1, 2026, remain eligible to accrue up to 240 hours of vacation annually at 22 years of service, while employees hired on or after January 1, 2026 will have a maximum accrual limit of 200 hours.

Vacation increases based on years of service will be awarded according to the following schedule:

If an employee's anniversary date falls between January 1 and June 30, the vacation increase will be credited on January 1 of that same year.

If an employee's anniversary date falls between July 1 and December 31, the vacation increase will be credited on January 1 of the following year.

- 11.3 An employee leaving the municipal service after giving not less than two weeks written notice of such termination of employment shall be compensated for vacation leave earned and unused to the date of separation.
- 11.4 Part-time employees who work at least 20 hours per week shall be entitled to receive that part of 80 hours of vacation as hours worked relates to fulltime employee calculated on basis of previous 12 months (example: hours worked = 1040 divided by 2080 = $\frac{1}{2}$ fulltime - employee to then receive 40 hours paid vacation).
- 11.5 Employees will be allowed to carry over up to one week's vacation each year.

ARTICLE 12

BEREAVEMENT LEAVE

- 12.1 Bereavement leave will be granted employees a maximum of two (2) working days for the purpose of bereaving the death of a member of their immediate family, provided the employee makes arrangement with and gets approval from their department. The leave must be used within 30 calendar days of the death of the family member; leave beyond 30 calendar days may be adjusted at the recommendation and approval of the City Administrator.
- 12.2 For the purposes of the above paragraph, a member of the immediate family means the employee's spouse, child, stepchild, grandchild, mother, father, stepparent, sister, brother, step siblings, mother-in-law, father-in-law, sister-in-law, brother-in-law, employee's and spouse's grandparents and stepparents.

ARTICLE 13

EMPLOYEE'S INSURANCE PROGRAM

- 13.1 The employer agrees to continue to make a base medical insurance program available, similar to the one in effect on the date of this agreement, subject to the limitations, benefits and conditions established by the contract between the employer and the insurance carrier, or a plan with a comparable or increased aggregate value of benefits, as determined by an actuarial value. The employer reserves the right to change from a fully-insured health plan to a self-insured plan provided that the aggregate value, as determined by an actuarial value, is not changed.

In the event the City offers additional health insurance plans, these optional plans are not negotiated plans and changes to these plans may be made at the employer's discretion, including changing from a self-insured health plan to a fully insured health plan. Employees who choose an optional plan must pay any difference if the cost is greater than the cost of the negotiated plan. These optional plans shall not be negotiable nor subject to M.S. 471.6161 and any additional plans may be added at the City's sole discretion.

Employee premium contributions for health insurance coverage shall be the same as those approved by the City Council for non-union employees. Any changes to premium contribution levels or plan options approved by the City Council shall apply equally to all eligible employees.

City contribution shall not exceed the total monthly premium payment.

There will be an enrollment period each year for coverage effective January 1 of the next year. Employees may change plans during this enrollment period with their choice effective January 1st through December 31st. The coverage for the insured employee and family must be by the same plan each year.

- 13.2 In the event the health insurance provisions of this agreement fail to meet the requirements of the Affordable Care Act, the Bargaining Unit and Employer will meet and confer over alternative provisions so as to comply with the Act.
- 13.3 The Employer will pay the Employer's share of the premium for all employees who are on leave of absence due to sickness or injury for up to six (6) months except employees disabled on a compensable disability (receiving Workers' Compensation). Employer will be under no obligation to pay any health insurance after the six-month period.
- 13.4 The Employer will pay the Employer's share of the premium for up to twelve (12) months for all employees who are disabled with compensable disability (receiving

ARTICLE 13

EMPLOYEE'S INSURANCE PROGRAM (continued)

Workers' Compensation). Employer will be under no obligation to pay any health insurance after the twelve-month period.

- 13.5 The Employer shall pay the premium for a \$40,000 term life insurance policy with accidental death and dismemberment.
- 13.6 New employees will sign authorization cards for insurance benefits, excluding health insurance; on the first day of employment. Insurance for new employees will become effective the first day of the month following the employee completing three (3) months of fulltime employment. Health insurance benefits will be effective the first of the month following one (1) month of employment.
- 13.7 When an employee is off with a compensable injury, they shall receive the difference between their compensation check and their regular check for the first thirty (30) days.
- 13.8 The Employer will allow for use of up to a maximum of \$1,000 per year from the employee's accumulated sick and safe leave account of equal or greater value, which can be applied each year toward satisfying deductible costs. Payment to be in the form of reimbursement after the deductible cost has been paid by the insured and receipts submitted to the Employer showing payment.
- 13.10 Part-time employees who have worked not less than 1040 hours annually shall be eligible to participate in the City health insurance program. The City will contribute toward the employee's premiums that percentage of the premium as the employee's hours regularly worked bears to the total fulltime hours (example: hours worked = 1040 divided by 2080 = $\frac{1}{2}$, City then contributes $\frac{1}{2}$ premium). Coverage to employee is optional and will be provided only if employee completes proper insurance application forms and meets all insurers' requirements.
- 13.11 All employees will participate in a Post-Employment Health Care Savings Plan through the Minnesota State Retirement System (MSRS). Per Minn. Stat. §352.98, the Employer will setup and administer the program as defined and determined by MSRS. Employees will contribute to their Post-Employment Health Care Savings Plan: (i) two percent (2%) of their salary; and (ii) 100% of any accrued unused sick leave distributed to the employee as specified in 8.5 of this Agreement.

ARTICLE 14

PREMIUM PAY

- 14.1 All hours worked up to forty (40) in a week shall be paid at the negotiated hourly rate. As required under FLSA, employees who work over 40 hours per week will receive time and one half, with time accumulated used as compensatory time with one half to be paid. Upon approval from the department head, the entire time and one half overtime hours (over 40 hours in a week) may be credited to accumulated time. For purposes of calculating above, holiday and sick hours will be considered hours actually worked. At the discretion of the supervisor, vacation may be considered hours actually worked.
- 14.2 Sunday differential of twenty-five cents (.25¢) per hour shall be paid to employees required to work on Sundays.
- 14.3 Night differential of forty cents (.40¢) per hour shall be paid to employees required to work between the hours of 5:00 PM to 5:00 AM.
- 14.4 Community Service Officers who are required to appear in court during their scheduled off-duty time shall receive a minimum of two (2) hours pay at time and one-half (1½). An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the two (2) hour minimum.

Employees who are called in for an emergency by their department head outside the employee's regularly scheduled work hours will receive a minimum of two (2) hours pay at time and one-half (1½).

ARTICLE 15

GENERAL

- 15.1 The Employer agrees to allow the employees to participate in a deferred compensation plan, which is agreed to between the AEA and the Employer, subject to Internal Revenue Service approval.
- 15.2 Parenting leave will be granted as and to the extent and as required by MSA §181.940 and Family and Medical Leave Act as administered by adopted City policy.
- 15.3 Upon presentation of an authorized check-off for dues card to the City Payroll Department, necessary deductions will be made and remitted to AEA Treasurer. This deduction shall be from the employees' payroll. The conditions outlined on the authorized check-off card shall be made a part of this contract and a copy of the same shall be attached. (APPENDIX A)
- 15.4 The Employer reserves the right to discipline, up to and including discharge any employee without cause during the first six (6) months of employment with the City.
- 15.5 All lunch or dinner breaks shall be on unpaid time, except for Community Service Officers on an eight or ten hour shift whose meal time shall be paid as a part of their eight or ten paid hours and who shall be required to respond to emergency calls that may occur during their meal time.
- 15.6 The Employer will provide necessary uniform for Community Service Officers. .
- Community Service Officers who are employed for a minimum of six months shall be reimbursed up to \$100.00 annually toward the purchase of boots. The Employer will reimburse the employee upon submission of a paid receipt from the vendor. The Human Resource Department will administer the account.
- 15.7 Fulltime employees in the positions of Sign Shop/Traffic Control, Engineering Technician and Engineering Technician/Project Coordinator shall receive an annual clothing allowance of two hundred dollars (\$200.00) for the purchase of work clothing items. Unused clothing allowance may roll over from year to year without limitation. Employer will reimburse the employee upon submission of a paid receipt from the vendor. The Human Resource Department will administer the account.

Approved clothing allowance includes:

Work shirts, pants, coveralls, jackets, coats, gloves, caps and boots/shoes.

ARTICLE 15

GENERAL (continued)

- 15.8 Fulltime employees in the positions of WWTP laboratory technician, Sign Shop/Traffic Control, Engineering Technician and Engineering Technician/Project Coordinator will be provided up to \$100.00 toward the purchase of prescription safety glasses according to the following rules:
- A. Glasses must meet OSHA regulations.
 - B. Glasses must include side clamps.
 - C. A plastic lens will be used and it shall be coated with a scratch-proofing compound.
 - D. Employer contribution shall be available on an annual basis.
 - E. The payment paid to vendor by Employer or reimbursed to employee from appropriately detailed receipt.
- 15.9 Fulltime employees in the position of Wastewater Treatment Plant laboratory technician shall be reimbursed up to \$125.00 during each 24-month period toward the purchase of work clothing items. Employer will reimburse the employee upon submission of a paid receipt from the vendor that has been paid for an approved item. Balance may be carried forward from year to year. The Human Resource Department will administer the account.
- 15.10 An employee terminating employment will reimburse the City up to the amount they received under Sections 15.6, 15.7, and/or 15.9 of this Agreement in the calendar year that they terminated employment on a pro-rata basis for any month in which they have not worked.

ARTICLE 16

PAY PLAN

- 16.1 In calendar years 2026, 2027 and 2028 respectively, employees will be paid the base pay at the following pay grades as provided in employer's base pay schedule for the respective calendar year, which are attached hereto as reference:

Job Title	Pay Grade
Accounting Technician	15
Administration /Clerk Specialist	3
Adult Services Librarian	15
Building & Ice Custodian	6
Building Inspector	12
Building Official	20
Building & Zoning Inspector	12
Clerk/Cashier	3
Community Service Officer	4
Engineering Technician	11
Engineering Technician/Project Coordinator	15
Environmental Technician	13
Facilities, Energy, and Maintenance Technician	11
Fire Administrative Assistant	3
Housing Inspector	12
Housing Resource and Code Enforcement	12
Laboratory Technician	11
Library Assistant 1	5
Library Assistant 2	6
Library Assistant 3	11
Nature Center Aid	7
Nature Center Teacher/Aide	7
Park & Recreation Clerk	3
Planning/Building Administrative Assistant	3
Senior Accountant	15
Sign and Traffic Control	5
Technical Services Librarian	15
Technology Coordinator	13
Technology Librarian	15
Water Quality Specialist/GIS Technician	15
WWTP Maintenance Coordinator	15
Youth Services Librarian	15
Zoning Inspector	12

ARTICLE 17

DISCIPLINE PROCEDURE

17.1 City employees shall be subject to disciplinary action for failing to fulfill their duties and responsibilities, including observances of work rules adopted by the City Council.

17.2 Except for severe infractions, disciplinary action against any employee shall be progressive and may include one or more of the following steps listed below:

1. Oral reprimand
2. Written reprimand
3. Withholding of a salary increase
4. Suspension without pay
5. Demotion
6. Dismissal

Any employee desiring unit representation during or after Steps 2-5 will be allowed to have a unit representative present during meetings with the employee, supervisor and/or department head and Human Resources Director.

17.3 Every disciplinary action shall be for just cause and the employee may demand a hearing or use the grievance procedure of Article 6 with respect to any disciplinary action, which he/she believes is either unjust or disproportionate to the offense committed.

ARTICLE 18

DURATION

18.1 This Contract shall remain in full force and effect from January 1, 2026, to December 31, 2028.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the latest date affixed to the signatures below.

SIGNATURE OF UNIT
REPRESENTATIVES
AUSTIN EMPLOYEES ASSOCIATION
BARGAINING COMMITTEE

SIGNATURE OF CITY
REPRESENTATIVE
CITY OF AUSTIN, MINNESOTA

John Sch 2.26.2026

President

Mayor

My Ken 2-25-26

ATTEST:

Conrad Schmidt 2-25-26

City Administrator

Date: _____

Date: _____

APPENDIX A

AUTHORIZATION FOR CHECK-OFF DUES

I hereby assign to Austin Employees Association (AEA) from any wages earned or to be earned by me as your employee (in my present or in any future employment by you), such sums as the financial officer of said AEA may certify as due and owing from me as membership dues in such sum as may be established from time to time by said AEA. I authorize and direct you to deduct such amounts from my pay to remit the same to the Association at such times and in such manner as may be agreed upon between you and the Association at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the company and the Association, which is in force at the time of delivery of this authorization, whichever occurs sooner. I also agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year and or for the period of each succeeding applicable collective agreement between the company and the Association, whichever shall be shorter, unless written notice is given by me to the company and the Association not more than twenty (20) days and not less than the (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the company and the Association, whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) or the Labor Management Relations Act of 1947 and otherwise.

2026 BPS - Step System

Job Evaluation Point Range		Grade	Pay Range						
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
			Start	6 mos.	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.
Min	Max	1-36	75.00%	79.17%	83.33%	87.50%	91.67%	95.83%	100.00%
150	163	1	\$24.19	\$25.53	\$26.87	\$28.22	\$29.56	\$30.91	\$32.25
164	178	2	\$24.90	\$26.28	\$27.67	\$29.05	\$30.43	\$31.82	\$33.20
179	193	3	\$25.65	\$27.08	\$28.50	\$29.93	\$31.35	\$32.77	\$34.20
194	209	4	\$26.42	\$27.88	\$29.35	\$30.82	\$32.29	\$33.75	\$35.22
210	225	5	\$27.21	\$28.72	\$30.23	\$31.75	\$33.26	\$34.77	\$36.28
226	241	6	\$28.03	\$29.59	\$31.14	\$32.70	\$34.26	\$35.81	\$37.37
242	258	7	\$28.87	\$30.47	\$32.07	\$33.68	\$35.28	\$36.88	\$38.49
259	276	8	\$29.73	\$31.38	\$33.03	\$34.69	\$36.34	\$37.99	\$39.64
277	294	9	\$30.63	\$32.33	\$34.03	\$35.74	\$37.44	\$39.14	\$40.84
295	313	10	\$31.55	\$33.30	\$35.05	\$36.80	\$38.56	\$40.31	\$42.06
314	332	11	\$32.50	\$34.30	\$36.11	\$37.91	\$39.72	\$41.52	\$43.33
333	352	12	\$33.47	\$35.33	\$37.18	\$39.04	\$40.90	\$42.76	\$44.62
353	372	13	\$34.46	\$36.38	\$38.29	\$40.21	\$42.12	\$44.03	\$45.95
373	393	14	\$35.51	\$37.48	\$39.45	\$41.42	\$43.40	\$45.37	\$47.34
394	415	15	\$36.57	\$38.60	\$40.63	\$42.67	\$44.70	\$46.73	\$48.76
416	437	16	\$37.67	\$39.77	\$41.86	\$43.95	\$46.05	\$48.14	\$50.23
438	460	17	\$38.79	\$40.95	\$43.10	\$45.26	\$47.41	\$49.56	\$51.72
461	484	18	\$39.96	\$42.18	\$44.40	\$46.62	\$48.84	\$51.06	\$53.28
485	508	19	\$41.16	\$43.45	\$45.73	\$48.02	\$50.31	\$52.59	\$54.88
509	533	20	\$42.39	\$44.75	\$47.10	\$49.46	\$51.81	\$54.16	\$56.52
534	559	21	\$43.66	\$46.08	\$48.51	\$50.93	\$53.36	\$55.78	\$58.21
560	585	22	\$44.98	\$47.48	\$49.97	\$52.47	\$54.97	\$57.47	\$59.97
586	613	23	\$46.32	\$48.90	\$51.46	\$54.04	\$56.62	\$59.18	\$61.76
614	641	24	\$47.72	\$50.37	\$53.01	\$55.67	\$58.32	\$60.97	\$63.62
642	670	25	\$49.15	\$51.88	\$54.61	\$57.34	\$60.07	\$62.80	\$65.53
671	700	26	\$50.62	\$53.43	\$56.24	\$59.05	\$61.87	\$64.68	\$67.49
701	731	27	\$52.14	\$55.04	\$57.93	\$60.83	\$63.73	\$66.62	\$69.52
732	763	28	\$53.70	\$56.69	\$59.66	\$62.65	\$65.64	\$68.61	\$71.60
764	795	29	\$55.31	\$58.39	\$61.46	\$64.53	\$67.61	\$70.67	\$73.75
796	829	30	\$56.97	\$60.14	\$63.30	\$66.47	\$69.63	\$72.79	\$75.96
830	864	31	\$58.67	\$61.93	\$65.19	\$68.45	\$71.71	\$74.97	\$78.23
865	899	32	\$60.44	\$63.80	\$67.15	\$70.51	\$73.87	\$77.22	\$80.58
900	936	33	\$62.25	\$65.71	\$69.16	\$72.63	\$76.09	\$79.54	\$83.00
937	974	34	\$64.12	\$67.68	\$71.24	\$74.80	\$78.37	\$81.93	\$85.49
975	1013	35	\$66.04	\$69.71	\$73.37	\$77.04	\$80.72	\$84.38	\$88.05
1014	1054	36	\$68.03	\$71.81	\$75.58	\$79.36	\$83.14	\$86.92	\$90.70

Notes:

- 2026 represents 3.75% base increase over 2025
- Employees starting in a position may be placed on any step at the discretion of the City Administrator.
- Employees promoted to a position that is in a higher pay grade, will be placed on a step that is at least equivalent to, but not less than, their base wage before they were promoted.
- No step increases will be awarded under this structure after December 31, 2026

2027 BPS - Step System

Job Evaluation Point Range		Grade	Pay Range						
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
			Start	6 mos.	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.
Min	Max	1-36	75.00%	79.17%	83.33%	87.50%	91.67%	95.83%	100.00%
150	163	1	\$25.10	\$26.49	\$27.88	\$29.28	\$30.67	\$32.06	\$33.46
164	178	2	\$25.84	\$27.27	\$28.71	\$30.14	\$31.58	\$33.01	\$34.45
179	193	3	\$26.61	\$28.09	\$29.57	\$31.05	\$32.52	\$34.00	\$35.48
194	209	4	\$27.41	\$28.93	\$30.45	\$31.97	\$33.50	\$35.02	\$36.54
210	225	5	\$28.23	\$29.80	\$31.37	\$32.94	\$34.50	\$36.07	\$37.64
226	241	6	\$29.08	\$30.69	\$32.31	\$33.92	\$35.54	\$37.15	\$38.77
242	258	7	\$29.95	\$31.61	\$33.27	\$34.94	\$36.60	\$38.26	\$39.93
259	276	8	\$30.85	\$32.56	\$34.27	\$35.99	\$37.70	\$39.41	\$41.13
277	294	9	\$31.78	\$33.54	\$35.31	\$37.07	\$38.84	\$40.60	\$42.37
295	313	10	\$32.73	\$34.55	\$36.37	\$38.19	\$40.00	\$41.82	\$43.64
314	332	11	\$33.71	\$35.59	\$37.46	\$39.33	\$41.21	\$43.08	\$44.95
333	352	12	\$34.72	\$36.65	\$38.57	\$40.50	\$42.43	\$44.36	\$46.29
353	372	13	\$35.75	\$37.74	\$39.72	\$41.71	\$43.70	\$45.68	\$47.67
373	393	14	\$36.84	\$38.89	\$40.93	\$42.98	\$45.03	\$47.07	\$49.12
394	415	15	\$37.94	\$40.05	\$42.16	\$44.27	\$46.38	\$48.48	\$50.59
416	437	16	\$39.08	\$41.26	\$43.42	\$45.60	\$47.77	\$49.94	\$52.11
438	460	17	\$40.25	\$42.48	\$44.71	\$46.95	\$49.19	\$51.42	\$53.66
461	484	18	\$41.46	\$43.77	\$46.06	\$48.37	\$50.68	\$52.97	\$55.28
485	508	19	\$42.71	\$45.08	\$47.45	\$49.82	\$52.20	\$54.57	\$56.94
509	533	20	\$43.98	\$46.43	\$48.86	\$51.31	\$53.76	\$56.19	\$58.64
534	559	21	\$45.29	\$47.81	\$50.32	\$52.84	\$55.36	\$57.87	\$60.39
560	585	22	\$46.67	\$49.26	\$51.85	\$54.44	\$57.04	\$59.63	\$62.22
586	613	23	\$48.06	\$50.73	\$53.40	\$56.07	\$58.74	\$61.41	\$64.08
614	641	24	\$49.51	\$52.26	\$55.01	\$57.76	\$60.51	\$63.26	\$66.01
642	670	25	\$50.99	\$53.83	\$56.66	\$59.49	\$62.33	\$65.15	\$67.99
671	700	26	\$52.52	\$55.43	\$58.35	\$61.27	\$64.19	\$67.10	\$70.02
701	731	27	\$54.10	\$57.11	\$60.11	\$63.11	\$66.12	\$69.12	\$72.13
732	763	28	\$55.72	\$58.82	\$61.91	\$65.00	\$68.10	\$71.19	\$74.29
764	795	29	\$57.39	\$60.58	\$63.76	\$66.96	\$70.15	\$73.33	\$76.52
796	829	30	\$59.11	\$62.39	\$65.67	\$68.96	\$72.25	\$75.52	\$78.81
830	864	31	\$60.87	\$64.25	\$67.63	\$71.02	\$74.40	\$77.78	\$81.16
865	899	32	\$62.70	\$66.19	\$69.66	\$73.15	\$76.64	\$80.11	\$83.60
900	936	33	\$64.58	\$68.17	\$71.76	\$75.35	\$78.94	\$82.52	\$86.11
937	974	34	\$66.53	\$70.22	\$73.91	\$77.61	\$81.31	\$85.00	\$88.70
975	1013	35	\$68.51	\$72.32	\$76.12	\$79.93	\$83.74	\$87.54	\$91.35
1014	1054	36	\$70.58	\$74.50	\$78.41	\$82.34	\$86.26	\$90.18	\$94.10

Notes:

- 2027 represents 3.75% base increase over 2026
- Employees starting in a position may be placed on any step at the discretion of the City Administrator.
- Employees promoted to a position that is in a higher pay grade, will be placed on a step that is at least equivalent to, but not less than, their base wage before they were promoted.
- No step increases will be awarded under this structure after December 31, 2027

2028 BPS - Step System

Job Evaluation Point Range		Grade	Pay Range						
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
			Start	6 mos.	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.
Min	Max	1-36	75.00%	79.17%	83.33%	87.50%	91.67%	95.83%	100.00%
150	163	1	\$25.85	\$27.28	\$28.72	\$30.15	\$31.59	\$33.02	34.46
164	178	2	\$26.61	\$28.09	\$29.57	\$31.05	\$32.52	\$34.00	35.48
179	193	3	\$27.41	\$28.93	\$30.45	\$31.97	\$33.50	\$35.02	36.54
194	209	4	\$28.23	\$29.80	\$31.37	\$32.94	\$34.50	\$36.07	37.64
210	225	5	\$29.08	\$30.69	\$32.31	\$33.92	\$35.54	\$37.15	38.77
226	241	6	\$29.95	\$31.61	\$33.27	\$34.94	\$36.60	\$38.26	39.93
242	258	7	\$30.85	\$32.56	\$34.27	\$35.99	\$37.70	\$39.41	41.13
259	276	8	\$31.77	\$33.54	\$35.30	\$37.07	\$38.83	\$40.59	42.36
277	294	9	\$32.73	\$34.55	\$36.37	\$38.19	\$40.00	\$41.82	43.64
295	313	10	\$33.71	\$35.59	\$37.46	\$39.33	\$41.21	\$43.08	44.95
314	332	11	\$34.73	\$36.66	\$38.58	\$40.51	\$42.44	\$44.37	46.30
333	352	12	\$35.76	\$37.75	\$39.73	\$41.72	\$43.71	\$45.69	47.68
353	372	13	\$36.83	\$38.87	\$40.92	\$42.96	\$45.01	\$47.05	49.10
373	393	14	\$37.94	\$40.05	\$42.16	\$44.27	\$46.38	\$48.48	50.59
394	415	15	\$39.08	\$41.26	\$43.42	\$45.60	\$47.77	\$49.94	52.11
416	437	16	\$40.25	\$42.49	\$44.72	\$46.96	\$49.20	\$51.43	53.67
438	460	17	\$41.45	\$43.76	\$46.06	\$48.36	\$50.67	\$52.97	55.27
461	484	18	\$42.71	\$45.08	\$47.45	\$49.82	\$52.20	\$54.57	56.94
485	508	19	\$43.99	\$46.43	\$48.87	\$51.32	\$53.76	\$56.20	58.65
509	533	20	\$45.30	\$47.82	\$50.33	\$52.85	\$55.37	\$57.88	60.40
534	559	21	\$46.65	\$49.24	\$51.83	\$54.43	\$57.02	\$59.61	62.20
560	585	22	\$48.07	\$50.74	\$53.41	\$56.08	\$58.75	\$61.42	64.09
586	613	23	\$49.50	\$52.25	\$55.00	\$57.75	\$60.50	\$63.25	66.00
614	641	24	\$50.99	\$53.83	\$56.66	\$59.49	\$62.33	\$65.15	67.99
642	670	25	\$52.52	\$55.44	\$58.36	\$61.28	\$64.20	\$67.11	70.03
671	700	26	\$54.09	\$57.10	\$60.10	\$63.11	\$66.11	\$69.11	72.12
701	731	27	\$55.72	\$58.82	\$61.91	\$65.00	\$68.10	\$71.19	74.29
732	763	28	\$57.39	\$60.58	\$63.76	\$66.96	\$70.15	\$73.33	76.52
764	795	29	\$59.12	\$62.40	\$65.68	\$68.97	\$72.25	\$75.53	78.82
796	829	30	\$60.88	\$64.26	\$67.64	\$71.02	\$74.41	\$77.79	81.17
830	864	31	\$62.69	\$66.18	\$69.66	\$73.14	\$76.63	\$80.10	83.59
865	899	32	\$64.58	\$68.17	\$71.76	\$75.35	\$78.94	\$82.52	86.11
900	936	33	\$66.52	\$70.22	\$73.91	\$77.60	\$81.30	\$84.99	88.69
937	974	34	\$68.52	\$72.33	\$76.13	\$79.94	\$83.75	\$87.55	91.36
975	1013	35	\$70.57	\$74.49	\$78.41	\$82.33	\$86.25	\$90.17	94.09
1014	1054	36	\$72.69	\$76.73	\$80.76	\$84.81	\$88.85	\$92.88	96.92

Notes:

- 2028 represents 3% base increase over 2027
- Employees starting in a position may be placed on any step at the discretion of the City Administrator.
- Employees promoted to a position that is in a higher pay grade, will be placed on a step that is at least equivalent to, but not less than, their base wage before they were promoted.
- No step increases will be awarded under this structure after December 31, 2028

RESOLUTION NO.

RESOLUTION APPROVING A LABOR AGREEMENT BETWEEN THE CITY OF AUSTIN AND AUSTIN EMPLOYEES ASSOCIATION (AEA)

WHEREAS, AEA is the exclusive representative for certain City of Austin employees; and

WHEREAS, the current labor agreement between the City of Austin and AEA expired on December 31, 2025;

WHEREAS, the City of Austin and AEA met and negotiated over the terms of the new labor agreement between the parties;

WHEREAS, the City of Austin and AEA have reached an agreement for a contract between the parties for the calendar years 2026 – 2028; and

WHEREAS, the contract sets forth items for calendar years 2026 – 2028, which sets standard conditions of employment for employees covered under the AEA labor agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Austin, Minnesota that:

1. The Labor Agreement between the City of Austin and AEA for January 1, 2026 through December 31, 2028 is approved.
2. The City of Austin’s Mayor and City Administrator be authorized to sign the labor agreement between the City of Austin and AEA for calendar years 2026 – 2028.
3. The City of Austin shall implement the agreement.

BE IT FINALLY RESOLVED the Approval of and Implementation of the Austin Employees Association agreement.

Passed by a vote of Yeas and Nays this 2nd day of March 2026

Yeas

Nays

ATTEST:

APPROVED:

City Clerk

Mayor



AUSTIN PUBLIC LIBRARY

323 4TH AVENUE NORTHEAST | AUSTIN MINNESOTA

TO: Mayor and Council
FROM: Julie Clinefelter, Austin Public Library
RE: Request for Use of Contingency Funds to Update Technology Equipment
DATE: March 2, 2026

During the recent installation of the new City telephone system and equipment, several deficiencies in the library's technology closet were noted. The "tech closet" has not been significantly upgraded in over 20 years. It houses the ports, battery backup, and wiring connections that provide internet access, network connectivity and communications for the building's computers, telephones, security system, HVAC systems and other vital mechanics and tech. In consultation with the City's IT Director, Michael Gosha, IT staff from SELCO (the library cooperative that provides APL with public internet access and wi-fi through the federal E-rate program) and Brian Mason, City Building and Facilities Manager.

Correcting the deficiencies would involve electrical work on the closet, additional ports at workstations, and some additional work (reorganizing and labeling wires and ports that could be performed by SELCO at no cost). The tech upgrade is necessary to bring APL into compliance with current E-rate rules that require the separation of phone and internet lines to avoid jeopardizing eligibility for the federal funding of our public internet access. Having this work done will enable us to continue benefitting from the E-rate program, streamline troubleshooting when a network issue arises, and maximize the efficiency with which any future maintenance, upgrades or other work will be done.

The cost of the electrical work has been estimated at approximately \$10,520 (according to lowest bid). (See attached proposals.)

On behalf of the Library Board, which approved the submission of this request on February 9, 2026, this request seeks approval from City Council for use of approximately **\$10,520** from the City's contingency funds to cover the cost of this project.

PROPOSAL



Electrical Contractor
SECURITY FIRE ALARM DATA PHONE
 500 NE 10th Street – Austin, Minnesota 55912
Phone: (507) 433-7184 Fax: (507) 433-5111
 Email: foxelectric@foxelectricinc.com

PROPOSAL SUBMITTED TO : MICHAEL GOSHA CITY OF AUSTIN	E-MAIL: mgosha@ci.austin.mn.us PHONE: 507-251-0602	DATE 12/17/2025
STREET 500 4 TH AVE NE	JOB SITE AUSTIN PUBLIC LIBRARY	
CITY, STATE and ZIP CODE AUSTIN, MN 55912	JOB LOCATION 323 4 TH AVE NE, AUSTIN, MN	

We hereby submit specifications and estimates for:

PHONE/DATA CABLING & JACKS TO INCLUDE:

1. FURNISH & INSTALL (8) SURFACE 2-PORT DATA/PHONE JACKS AND CAT 5E CABLING TO DATA CLOSET FOR (8) OPEN OFFICE CUBICALS.
2. FURNISH & INSTALL (4) FLUSH 2-PORT DATA/PHONE JACKS AND CAT 5E CABLING TO DATA CLOSET:
 - (1) IN DIRECTORS OFFICE
 - (1) IN ADMIN OFFICE
 - (1) IN COURTNEY'S OFFICE
 - (1) IN EMILY'S OFFICE
3. FURNISH & INSTALL (4) FLUSH OR SURFACE 2-PORT DATA/PHONE JACKS AND CAT 5E CABLING TO DATA CLOSET FOR MAIN FRONT COUNTER.
4. FURNISH & INSTALL (1) FLUSH WALL PHONE JACK AND CABLING TO DATA CLOSET IN OLD COMPUTER ROOM.
5. STATE ELECTRICAL INSPECTION FEES.

TOTAL: \$9,540.00

****ADD \$980.00 FOR 48-PORT PATCH PANEL INSTALLED IN DATA RACK****

***** 3% PROCESSING FEE FOR CREDIT/DEBIT CARD CHARGES *****

Payment to be made as follows: 50% DOWNPAYMENT UPON ACCEPTANCE OF BID-REMAINDER UPON COMPLETION OF PROJECT

Any alteration from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado, and other necessary insurance. If additional insured is required on certificate of insurance, there will be an additional fee added to this price in the form of a change order. Price does not include performance bond, bid bond, building permit, or dumpster fees. Price does include State Electrical Inspection Fee.

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Fox Electric
Signature BRIAN BRIDGEMAN/dk

Date of Acceptance: _____

Owner
Signature _____



AUSTIN ELECTRIC
Experience the *AE* Difference

PO Box 307
Austin, MN 55912
www.AustinElectric.net

Austin Electric, Inc
PO Box 307
Austin, MN 55912
(507) 434-8080

BILL TO

City of Austin
500 4th Avenue Northeast
Austin, MN 55912 USA

ESTIMATE 49617718	ESTIMATE DATE Feb 13, 2026
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JOB ADDRESS

Library
323 4th Ave NE
Austin, MN 55912 USA

Job:

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
1	BASE BID	1.00	\$11,849.00	\$11,849.00
	1) Provide (2) Cat6 data lines to (8) stations for cubicles 2) Provide (2) Cat6 data lines to (4) offices 3) Provide (2) Cat6 data lines to (4) stations at customer counter 4) Provide (2) Cat6 data lines to conference room			
	EXCLUSIONS			
	1) Patch Panel is not included, if necessary			

SUB-TOTAL \$11,849.00

TOTAL \$11,849.00

EST. FINANCING \$196.69

Thank you for choosing Austin Electric. We greatly appreciate your business.

CUSTOMER AUTHORIZATION

Thank you for choosing Austin Electric. We appreciate your business!

Prices are firm for 10 days from date of this proposal.

Billing and payments are to be as follows: 50% deposit required, additional billings as % of job completion, final payment is due on day of job completion. The 50% deposit is required before any materials can be ordered and/or work can be scheduled.

All items quoted in this proposal MAY NOT be available, or with significant delay, to meet critical project budget and timeline. Austin Electric is not responsible for any delays in material availability or unexpected price increases due to supply

RESOLUTION NO.

**AUTHORIZING FUNDS FROM CONTINGENCY FOR
UPDATES TO THE TECHNOLOGY EQUIPMENT AT THE AUSTIN PUBLIC LIBRARY**

WHEREAS, during the recent installation of the newly upgraded city telephone system and associated equipment, numerous deficiencies were discovered in the library's technology closet; and

WHEREAS, the technology closet has not been significantly upgraded in over twenty years; and

WHEREAS, correcting the deficiencies will require electrical work within the technology closet, installation of additional ports at workstations, and reorganization and labeling of existing wires and ports, with certain work to be performed by SELCO at no cost to the City; and

WHEREAS, the cost of the required electrical work will be \$10,520 and is being requested to come from contingency.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin approves \$10,520 from contingency to the Austin Public Library to update the technology equipment in the technology closet.

Passed by the Austin City Council this 2nd day of March 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

Jay C. Hormel Nature Center
1304 21st St NE
Austin, MN 55912



**JAY C. HORMEL
NATURE CENTER**
CITY OF AUSTIN

www.hormelnaturecenter.org
(507) 437-7519

Memorandum

TO: Mayor King & the Austin City Council

CC: Craig Clark & Jason Sehon

RE: Reapplying for LCCMR Funding for July-2027 to June-2030

DATE: 2/25/2026

The Nature Center is in the middle of our second Legislative-Citizen Commission on Minnesota Resources (LCCMR) grant which funds one naturalist and one intern annually over a 3-year grant cycle, paid with funds from the Environmental and Natural Resources Trust Fund (ENRTF). The 3-year \$410,000 grant will be completed on June 30, 2027. To continue operating as we have for the past 4.5 years, it is time to begin the application process for funding to cover July 1, 2027 to June 30, 2030.

The purpose of the existing grant is to provide environmental education staff which allows us to continue to reach students in schools from outside of Austin with long established environmental education curricula, developed with teacher input and tied to state science standards. With the first 4.5 years of grant funding, we have tripled the number of environmental education classes provided to non-Austin students in a school year from 39 to 124. The number of participants rose from 858 to 2,353 students.

The program has used \$0 of city tax-levied funding. Instead, the Friends of the Hormel Nature Center provided a 20% match for the first grant, and the state of Minnesota is funding 100% of the second grant.

For this third LCCMR grant, the total project cost will be \$495,525. Mower County Board of Commissioners has agreed to partner with us and provide a 20% match (\$99,105) of the total cost of \$495,525.

The new grant, if approved, would begin July 1, 2027 and would fund 2 FTE, one intern per year for 3 years and one naturalist, until June 30, 2030. These staff provide the capacity to offer environmental education opportunities to non-Austin students as well as additional summer programming. It is a continuation of current and previous grants with the same goal. I feel that the county's willingness to financially support this grant not only demonstrates the success the program's outreach has had building new partnerships regionally, but also greatly strengthens our application to continue receiving ENRTF funding.

I am seeking approval from Council of the "Resolution Approving the Submission of a Proposal in Response to the Legislative-Citizen Commission on Minnesota Resources 2027 RFP for Environmental and Natural Resources Trust Fund Funding". This resolution authorizes the request for \$396,419 of funding, confirms that the city will accept the funding if awarded, explains that funds are paid on a reimbursement basis and that the City has the capacity to pay for services before being reimbursed, states that the Parks & Recreation Board is authorized to execute agreements and workplans for the project, and that I am authorized to implement it.

The resolution is nearly identical to the one passed by council in 2023. The only change is a new section stating: "... none of the current principals of the City of Austin have been convicted of a felony financial crime in the last ten years...."

Jay C. Hormel Nature Center
1304 21st St NE
Austin, MN 55912



**JAY C. HORMEL
NATURE CENTER**
CITY OF AUSTIN

www.hormelnaturecenter.org
(507) 437-7519

On February 4, 2026, the Parks & Recreation Board unanimously approved a motion requesting council support the grant application and approve this resolution.

I have attached an infographic, report on numbers of students, and proposed budget for the project to provide additional information.

Respectfully submitted,

A handwritten signature in blue ink that reads "J. Luke Reese". The signature is written in a cursive, flowing style.

J. Luke Reese

Director

Jay C. Hormel Nature Center

luke.reese@hormelnaturecenter.org



JAY C. HORMEL
NATURE
CENTER

EST. 1971



From Fall 2021 to present, State of MN ENRTF support, made possible by a grant from the LCCMR, has allowed The Jay C. Hormel Nature Center to increase:

- Total number of school classes (from 172 to 288, a 67% increase)
- Classes from outside of Austin (from 39 to 124, a 218% increase)
- Summer classes (from 30 to 45 summer classes, a 50% increase)
- Expanded range of outreach to over a 25 mile radius

What Teachers Have to Say

"The programming at the Hormel Nature Center directly correlates to the science standards put forth by the state. The students enjoy the creative and active learning environment and lessons. Students are spending less time outdoors so making sure they experience the beauty and vast diversity of habitats and animals is important."

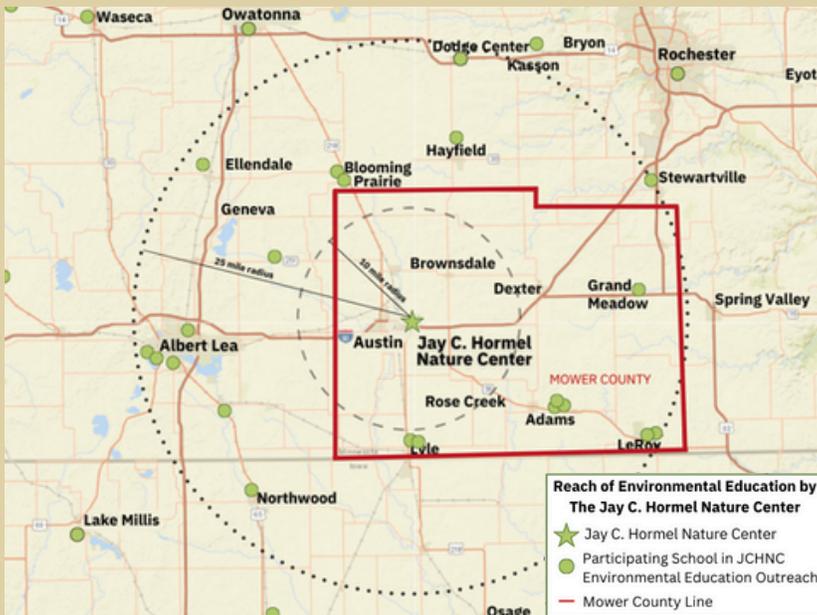
- Lori Ardnorfer, 3rd grade teacher at **Grand Meadow School**

"This gives students an opportunity to see something near our community that they can utilize at all times. They get to directly see and use a compass to find different habitats that they learned about in the classroom part of the trip..."

- Devin Hines, 3rd grade teacher at **Blooming Prairie Elementary School**

"The material is accessible for students at multiple levels, they always include an outdoor element, and the topics they teach us about are things we all wish we could engage our students in but don't have the time or resources!"

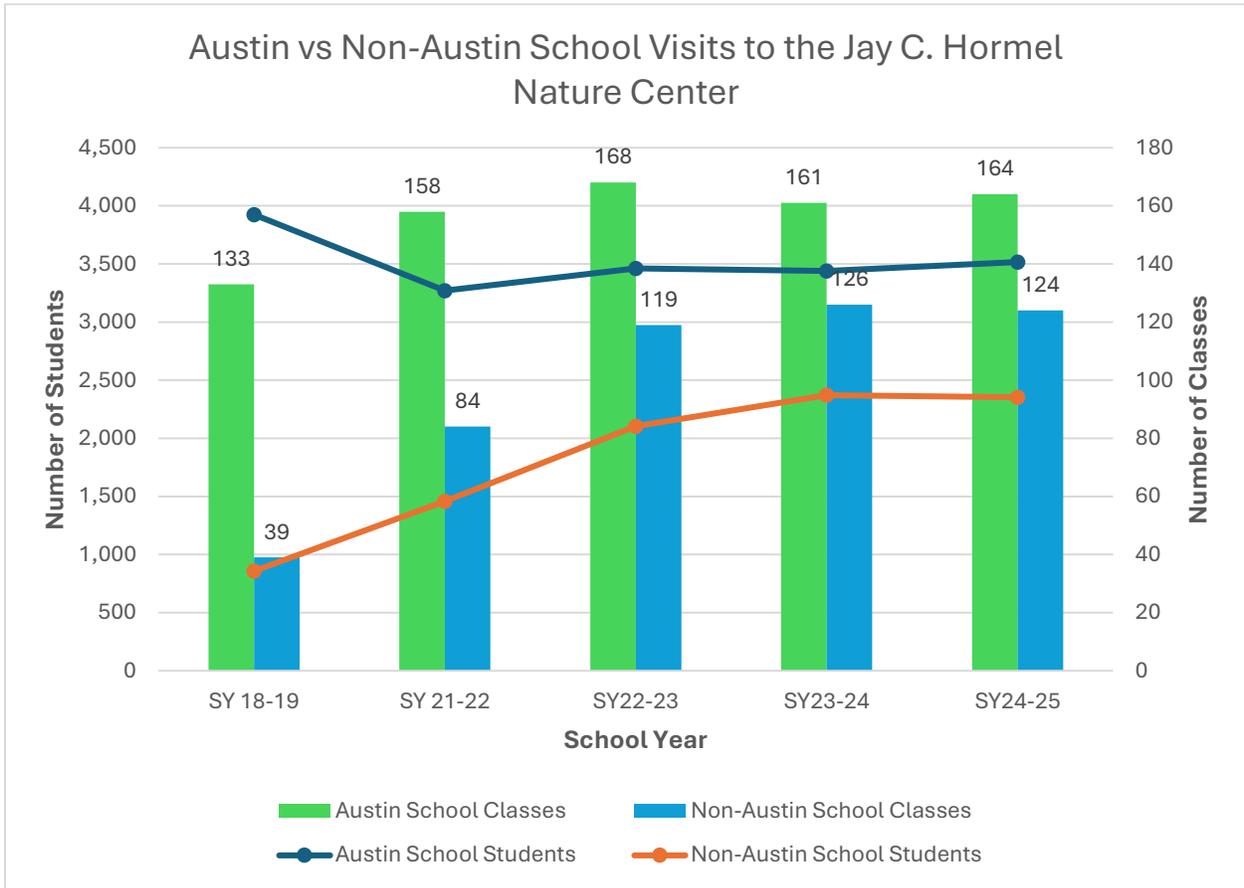
- Hayley Carr, 6th grade teacher at **Lyle Elementary School**



Schools Reached

- Lyle
- Southland
- Blooming Prairie
- LeRoy-Ostrander
- Grand Meadow
- Hayfield
- Lake Mills
- NRHEG
- St. Charles
- Stewartville
- Glenville-Emmons
- Northwood Kensett
- United South Central
- Central Springs
- Albert Lea
- Waseca
- SMEC
- Kasson-Mantorville
- Janesville-Waldorf
- Pemberton
- Approx. 8 Regional Parochial Schools

Student Visits to the Jay C. Hormel Nature Center



	SY 18-19	SY 21-22	SY22-23	SY23-24	SY24-25	Fall 2025
Austin School Students	3,925	3,271	3,461	3,439	3,518	1,767
Non-Austin School Students	858	1,457	2,103	2,371	2,353	873
Austin School Classes	133	158	168	161	164	79
Non-Austin School Classes	39	84	119	126	124	46

Budget For LCCMR Grant

Position	Year	Wages	Benefits	Total
Intern	2 nd ½ 2027	\$16,640.00	\$8,258.39	\$24,898.39
	2028	\$34,320.00	\$17,243.50	\$51,563.50
	2029	\$35,360.00	\$17,997.21	\$53,357.21
	1 st ½ 2030	\$18,200.00	\$9,390.46	\$27,590.46
Naturalist	2 nd ½ 2027	\$39,457.60	\$11,916.05	\$51,373.65
	2028	\$85,550.40	\$25,455.73	\$111,006.13
	2029	\$88,982.40	\$26,592.88	\$115,575.28
	1 st ½ 2030	\$46,269.60	\$13,890.02	\$60,159.62
			Total	\$495,524.23

Budget by Year With 20% Match

Year	Total	ENRTF (80%)	Match (20%)
2027	\$76,272.05	\$61,017.64	\$15,254.41
2028	\$162,569.63	\$130,055.70	\$32,513.93
2029	\$168,932.49	\$135,145.99	\$33,786.50
2030	\$87,750.08	\$70,200.06	\$17,550.02
Total	\$495,524.23	\$396,419.39	\$99,104.85

RESOLUTION NO.

APPROVING A LEGISLATIVE-CITIZEN COMMISSION ON MINNESOTA RESOURCES (LCCMR) GRANT REQUEST FOR THE JAY C. HORMEL NATURE CENTER

WHEREAS, The City of Austin seeks \$396,419 to continue funding a second naturalist for an additional three years and one intern yearly for three years for the purpose of continuing to provide environmental education opportunities through school and summer programs at the Jay C. Hormel Nature Center to learners from outside of the City of Austin.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin supports the above referenced project and authorizes the submittal of a proposal for funding of this project on behalf of the City of Austin to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the ML 2027 Environmental and Natural Resources Trust Fund (ENRTF) Request for Proposal; and

BE IT FURTHER RESOLVED, that, if funding is awarded, the City of Austin agrees to accept the award and may enter into an agreement with the state of Minnesota for the above referenced project. The City of Austin will comply with all applicable laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement and the approved LCCMR work plan; and

BE IT FURTHER RESOLVED, that the City of Austin understands that grants from the ENRTF are generally paid out on a reimbursement basis. The City of Austin has the financial capability to pay for project expenses prior to seeking reimbursement; and

BE IT FURTHER RESOLVED, that the City of Austin certifies none of the current principals of the City of Austin have been convicted of a felony financial crime in the last ten years. For this purpose, a principal is defined as a public official, a board member, or staff that would have the authority to access or determine the use of ENRTF funds, if awarded; and

BE IT FURTHER RESOLVED, that the Parks and Recreation Board of the City of Austin is hereby authorized to execute such agreements and work plans as necessary and J. Luke Reese is authorized to implement the project on behalf of the City of Austin.

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

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

**James McCoy, Fire Chief
Austin Fire Department**



**122 First Avenue NE
Austin, Minnesota 55912
Phone: 507-433-3405
Fax: 507-433-3525
www.ci.austin.mn.us**

TO: Honorable Mayor and City Council
FROM: Fire Chief Jim McCoy
DATE: February 25, 2026
SUBJECT: 2026 PT FF Relief Association Bylaws

When needed the Austin Part-Time Firefighters Relief Association Bylaws are updated. On February 17, 2026, it was approved in the Allocation Agreement to change the amount given to each part-time firefighter based on their years of service, which requires approval. Furthermore, the Office of the State Auditor required some updates to the association bylaws which are included in this revision.

I request your approval of the Austin Part-Time Firefighters Relief Association Bylaws. Anticipating approval, the bylaws will then be submitted to the Office of the State Auditor for final approval.

**BY-LAWS OF
THE AUSTIN PART-TIME
FIREFIGHTERS RELIEF ASSOCIATION**

ARTICLE 1 – NAME

Section 1 - NAME. The name of this relief association is the Austin Part-time Firefighters Relief Association.

Section 2 - TYPE. The Association is a defined contribution relief association subject to Minn. Stat. §§ 424A.015 and 424A.016.¹ All benefits provided by this Association derive from and are governed by Federal and State laws and these bylaws.

Section 3 - BOOKS AND RECORDS.² The Association will keep, at a minimum, correct and complete copies of its articles of incorporation and bylaws, accounting records, records documenting Special Fund transactions, records necessary to determine benefits payable and paid to individual members and their beneficiaries, and minutes of each of its meetings that record the votes of actions taken. Unless a Records Retention Schedule is adopted and the Minnesota Historical Society has been notified or authority to destroy records is received from the Records Disposition Panel, relief association records may not be destroyed.

Section 4 - PURPOSE. The Association is a government entity that receives and manages public money to provide retirement and ancillary benefits for individuals providing the government services of firefighting and emergency first response, and for their beneficiaries.³

Section 5 - FISCAL YEAR. The Association's fiscal year begins on January 1 of each calendar year and ends on December 31 of the same calendar year.⁴

ARTICLE II – MEMBERSHIP

Section 1 - MEMBERSHIP. All individuals who are members of the Austin Part-Time Firefighters Department (not including full time members of the Austin Fire Department) are eligible for membership in the Austin Part-time firefighters relief association. Application for membership shall be made in writing on a form supplied by the Secretary of the Relief Association. All applications will be reviewed and acted upon by the Board of Trustees within sixty (60) days from the date of application.

Section 2 - MEMBERSHIP START DATE.⁵ Membership begins on the date the individual is officially appointed or employed by the Austin Fire Department and begins training required for active service.

Section 3 - DUES. Each member of the Association will pay dues of \$65.00 annually to the association. The dues will be deposited in the General Fund. Any member of the Association who fails to pay dues within thirty (30) days of the time when such payment is due, stands suspended from membership and forfeits all membership rights and membership benefits thereunder by such non-payment without any action by the Association, or any officer thereof. Upon payment, the member will be restored to full membership, rights and privileges.

Section 4 - EXCLUSIONS.⁶ The Association may exclude from membership an applicant who, due to medically determinable physical or mental impairment or condition, would constitute a predictable and unwarranted risk of imposing for an ancillary benefit at any age earlier than the minimum age specified for receipt of a service pension. A minor may not be a member of this Association. Prior to the time of application, the applicant must undergo a thorough physical examination by a licensed doctor of medicine and file a written report thereof with the application.

Section 5 - TERMINATION. Any member may be terminated from the Association for cause by two-thirds (2/3) vote of all members present at a regular or special meeting of the general membership. Cause for termination includes but is not limited to, failure to account for money belonging to the Association or feigning illness or injury for the purpose of defrauding the Association. The Member shall have a right to a hearing before a quorum of the Board of Trustees. Written Notice via certified mail will be sent to the individual at least ten (10) days prior to the hearing.

Section 6 - ACTIVE SERVICE. Active service is the supervision or performance of fire suppression duties. If the city has approved employment on the Fire Department of fire prevention personnel, active service includes the supervision or performance of fire prevention duties. If the city has approved the employment on the Fire Department of emergency medical personnel and if their membership in the Association is permitted in Section 1 of this Article, active service also includes the supervision or performance of emergency medical response duties. Active service requires meeting minimum service requirements specified by the Fire Department in the Fire Department's rules, regulations, and policies. Defined as active performance of fire suppression duties or supervision of fire suppression duties, emergency first response, and training drills.

Section 7 - CATEGORIES OF ACTIVE SERVICE. Active members of this Association shall be classified in four categories: Active, Retired, Deferred, and Disabled.

(A) Active – Active members are those in good service standing that have not been suspended or terminated from this Association.

(B) Retired – Retired members shall be those drawing a pension under the applicable statutes and By-laws of the Relief Association.

(C) Deferred – Deferred members shall be those former members who have retired from the Austin Fire Department (not including full time members) and who have had an active period or periods of service in the Austin Fire Department for seven (7) years or more depending on the early vesting portion in the by-laws but have not reached the age of fifty (50) years.

(D) Disabled – Disabled members are those former members that have been permanently disabled due to injury or sickness while an active member and are no longer in the active service with the Austin Fire Department.

Section 8 - DEFINITION OF YEAR(S) OF ACTIVE SERVICE.⁷ A year of active service will be defined as 12 months of active service in the Austin Fire Department. A “month” is a completed calendar month of active service measured from the member’s date of entry to the same date in the subsequent month. Service pensions and ancillary benefits will be prorated monthly for fractional years of service. Active service shall not include any periods of time during which the firefighter is suspended from performing fire suppression, fire supervision duties, and emergency first response.

OR

Section 8 - CERTIFICATION OF SERVICE CREDIT^{7**} Annually, by July 31, the Fire Chief must certify the service credit for the previous twelve months of each member rendering active service with the Fire Department. The certification must be made to an officer of the Association and to the city clerk or clerk-treasurer.

Section 9 - BREAK IN SERVICE. If a member is unable to perform the duties of a firefighter for any reason, including an approved leave of absence, the member will be considered to have a break in service and will not receive service credit in the Association for that period of time, except that the resumption service requirements of this Section do not apply to leaves of absence or breaks in service made available by Federal or State statute, such as the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), § Minn Stat. 424A.021, and the Family and Medical Leave Act (FMLA), 29 U.S.C. 2601, et al. Active membership in the Association immediately resumes when a member returns to active service with the Austin Fire Department, if the members break in service was less than 6 months.⁸

Section 10 - RETURN TO SERVICE.⁹ Any firefighter who has ceased to perform or supervise fire suppression and fire prevention duties for at least 6 months and who has received payment of a service pension or disability benefit, will not be eligible to resume active membership in the Association should the firefighter resume active firefighting duties with the Austin Fire Department except as otherwise permitted under Minn. Stat. § 424A.01, subd. 6. The firefighter will not be eligible to accrue any additional service credit with, or benefit from, the Association. If the firefighter attained the minimum service and membership requirements specified in these bylaws prior to the firefighter’s break in service, the firefighter will retain the right to the benefit previously accrued, if the benefit has not been paid.

Section 11 - UNIFORMED SERVICES.¹⁰ A volunteer firefighter who is absent from firefighting service because of service in the uniformed services may obtain service credit for the period of the uniformed service, not to exceed five years, unless a longer period is required by Federal Law, if the volunteer firefighter returns within the time frame required by Federal Law to firefighting service with coverage by this same Association or its successor upon discharge from service in uniformed service. Service Credit will not be given if the firefighter separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions.

ARTICLE III – OFFICERS AND TRUSTEES

Section 1 - THE POWERS OF THE BOARD OF TRUSTEES. The Board of Trustees (Board) is the governing board and has exclusive control of the investment of the Association's plan assets in conformance with Federal and State law including, but not limited to, Minnesota statutes and these bylaws. The members of the Board will act as Trustees, with a fiduciary obligation to the active, deferred, and retired members of the Association, who are its beneficiaries; the taxpayers of the municipality, who help to finance the plan; and the State of Minnesota, which established the plan. ¹¹

The Board will invest and reinvest the Association's plan assets, determine benefits, determine eligibility for membership or benefits, determine the amount or duration of benefits, determine the funding requirements or amounts of contributions, oversee the expenditure of plan assets, and select financial institutions and investment products. ¹²

The Board will submit a written report of the financial condition of the Association to the members at the annual meeting.

The Board will develop and periodically revise a program for continuing education. ¹³

The Trustees will participate in continuing education to keep themselves abreast of their fiduciary responsibilities.

Section 2 - MEMBERS OF THE BOARD OF TRUSTEES. The Board consists of nine members (Trustees): six Trustees elected by the membership and three Trustees drawn from officials of the city served by the Fire Department. ¹⁴ Of the three municipal Trustees, one must be an elected official and one must be an elected or appointed municipal official, and both must be designated annually by the municipal governing board. The third municipal Trustee must be the Fire Chief.

One of the elected Board members shall be a deferred member nominated by the members and elected by the full membership. In the event no deferred member is available for said Board position, the position may be filled by an active firefighter association member.

A vacancy in the position of a non-municipal Trustee may be filled by the remaining Trustees at a Board Meeting. The Trustee selected to fill the vacancy holds office only until the next annual or special meeting of the Association membership when a successor will be elected by the membership.

Section 3 - OFFICERS. ¹⁵ The President, Vice-President, Secretary, and Treasurer will be elected from among the elected Trustees by the Association membership for 2 year terms. The elections of the Trustees should be staggered. The elections will take place at the annual meeting with the President and Secretary being voted on in Odd numbered years, and the Vice-President and Treasurer being voted on in Even numbered years. In no event will any Trustee hold more than one Officer position at any one time. In no event will any municipal Trustee hold an Officer position.

Section 4 - PRESIDENT. The President will attend and preside at all meetings of the Association and the Board. The President will actively manage the business of the Association. The President will enforce the due observance of the law, including Minnesota statutes, the articles of incorporation, and the bylaws of the Association. The President will ensure that the officers properly perform the duties assigned to them and that the orders and resolutions of the Board are carried into effect. The President will sign checks issued by the Treasurer and all other papers requiring the President's signature. The President will be a member of all committees and will exercise careful supervision over the affairs of the Association. The President will perform other duties as prescribed by the Board.

Section 5 - VICE PRESIDENT. The Vice President will perform the duties of the President in his/her absence. In the absence of both the President and Vice President, it shall be the duty of the Association to elect a President pro tem, who shall perform the duties incident to the office.

Section 6 - SECRETARY. The Secretary will keep and post a true and accurate record of the proceedings of all meetings of the Association and of the Board. The Secretary will keep a correct record of all amendments, alterations, and additions to the bylaws in a book separate from the minute books of the Association. The Secretary will prepare all paperwork and obtain signatures required for benefits due. The Secretary will keep an account book in which to enter all money transactions of the Association, including the dates and amounts of all receipts and the source from which derived and the dates and the amounts of all expenditures with the payee and the object. The Secretary will keep individual files and a roll of membership, with the date of joining, resignation, discharge, retirement, dues, and service pensions and ancillary benefits paid. The books of the Secretary will be at all times open to the Board. The Secretary will prepare and process all correspondence as needed. The Secretary will, jointly with

the Treasurer, prepare and file all reports and statements required by law, including reports to be filed with the Office of the State Auditor (OSA). The Secretary will perform other duties as prescribed by the Board.

Section 7 - TREASURER. The treasurer will, together with the Secretary, keep accurate financial records of the Association. The Treasurer will receive all monies belonging to the Association and deposit them in the name of and to the credit of the Association in the banks and depositories designated by the Board. The Treasurer will disburse funds and issue checks and drafts in the name of the Association as ordered by the Board. The Treasurer will keep separate and distinct accounts of the Special Fund and General Fund, if applicable, and will prepare and present to the Board a full and detailed statement of the assets and liabilities of each fund separately, prior to the annual meeting of the Association, and upon request of the Board.

The Treasurer will deliver to the Treasurer's successor in office, or to any committee appointed by the Board to receive the same, all monies, books, papers, etc., pertaining to the Treasurer's term in office immediately upon the expiration of the Treasurer's term of office. The Treasurer will, prior to entering upon the duties of the Treasurer's office, have a bond provided by the association in an amount equal to at least ten percent of the assets of the Association; however, the amount of the bond need not exceed \$500,000.¹⁶ Jointly with the Secretary, the Treasurer will prepare and file all reports and statements required by law, including reports to be filed with the Office of the State Auditor. The Treasurer will perform other duties as prescribed by the Board.

Section 8 - COMPENSATION. As compensation for services to the Association by the President, Secretary, and Treasurer, the membership may at the Annual Association meeting authorize payment of a stipend payable from the Special Fund to these officers. The Board shall then apportion that aggregate authorized amount to reflect the services respectively rendered by those officers during the prior year. All other Board members can receive a nominal fixed payment from the General Fund for each Board meeting attended. The amount shall be recommended by the Board to the membership and approved by the membership at their Annual Association meeting. Administrative expenses incurred by the Board members in fulfilling their administrative responsibilities shall be paid from the Special Fund. All compensation shall comply with Minn. Stat. § 69.80 and applicable OSA guidance.

ARTICLE IV – MEETINGS OF THE MEMBERS AND OF THE BOARD

Section 1 - ANNUAL MEETING. ¹⁷ The annual meeting of the Association shall be held on the fourth Monday of February of each year except that if said day is a holiday, said meeting shall be held on the next succeeding Monday. The place of meeting shall be designated and may be changed from time to time by the Board of Trustees.

Section 2 - SPECIAL MEETINGS. ¹⁸ Special meetings of the Associations members may be called at any time upon written order of the President and one other member of the Board of Trustees or twenty-five percent (25%) of the members of the Association. The order will be filed with the Secretary. The Secretary shall give written notice to each member of the Board of Trustees and each member of the Association entitled to vote, of the time, place, and purpose of such meeting at least ten (10) days in advance.

Section 3 - BOARD MEETINGS. ¹⁹ A Trustee may call a Board meeting by giving five days' notice to all Trustees of the date, time, and place of the meeting.²⁰ The Board will meet at least 1 time during the year, or more frequently as necessary, to discuss the investments, finances, benefits, and records of the Association. These meetings will be open to any member of the Association.

Section 4 - NOTICE OF ANNUAL MEETING.²¹ Notice of each annual meeting of the Association's members will be delivered to each member entitled to vote at the meeting at least 10 days before the date of the meeting and not more than 30 days before the meeting. Notice will contain the date, time, and place of meeting.

Section 5 - NOTICE OF SPECIAL MEETINGS.²² Notice of each special meeting of the Association's members will be delivered to each member entitled to vote at the meeting at least 10 days before the date of the meeting and not more than 30 days before the date of the meeting. Notice will contain the date, time, and place of the meeting. The Secretary will give due notice of each special meeting, specifying the object of the meeting, and no business will be transacted at any special meeting except the business for which the meeting was called.

Section 6 - NOTICE OF BOARD MEETINGS. Notice requirements of the Minnesota Open Meeting Law will be followed for all Board meetings.²³ A schedule of the Board's regular meetings will be kept on file at the Board's primary office.²⁴

For special meetings (including any regular meeting held at a time or place different from the time or place stated in the schedule of regular meetings), the Board will post written notice of the date, time, place, and purpose of the meeting on the Board's principal bulletin board, or if the Board has no such bulletin board, on the door of its usual meeting room. The notice will also be mailed or delivered to each person who has filed a written request for the notice with the Board. The notice will be posted and mailed at least 10 days before the date of the meeting.²⁵

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.²⁶

Section 7 - QUORUM FOR ANNUAL AND SPECIAL MEETINGS.²⁷ A majority of the members of the Association will constitute a quorum for the transaction of business at the annual or any special meeting of the Association.

Section 8 - QUORUM FOR BOARD MEETINGS.²⁸ A majority of the Trustees will constitute a quorum for the transaction of business at the meeting of the Board.

Section 9 - VOTING AT THE ANNUAL AND SPECIAL MEETINGS.²⁹ Members of the Association in good standing are entitled to one vote. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by a voice vote. If a majority cannot be determined by voice vote, the officer in charge of the vote will ask for a vote by roll call or by ballot.

Section 10 - VOTING AT BOARD MEETINGS.³⁰ The Board has a responsibility to vote on the investment and reinvestment of Association assets, the determination of benefits, the determination of eligibility for membership or benefits, the determination of the amount or duration of benefits, the determination of funding requirements or the amount of contributions, the maintenance of membership and financial records, the expenditure of Association assets, the selection of financial institutions and investment products, and on any other matter related to the business or affairs of the Association. Trustees are entitled to one vote and each has equal rights. Voting by proxy is not permitted. All votes, unless specified prior to the vote, will be conducted by a voice vote. If a majority cannot be determined by voice vote, the officer in charge of the vote will ask for a vote by roll call or by ballot.

Section 11 - ORDER OF BUSINESS. At the annual, regular, and all special meetings, the order of business shall be as follows:

1. Call to order
2. Roll Call
3. Reading of the Minutes of the Previous Meeting
4. Secretary's Report
5. Treasurer's Report
6. Committee Reports
7. Unfinished business
8. New Business
9. Adjournment

ARTICLE V – INVESTMENTS

Section 1 - STANDARD OF FIDUCIARY CONDUCT. Trustees owe a fiduciary duty to the active, deferred, and retired members of the Association, who are plan beneficiaries; to the taxpayers of the municipality, who help finance the plan; and to the State of Minnesota, which established the plan. The Trustees will act in good faith and exercise that degree of judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, considering the probable safety of plan capital as well as the probable investment return to be derived from the assets.

Section 2 - INVESTMENT POLICY. The Board will approve an investment policy, and will investigate and prepare for the safe and profitable investment of Association funds in conformance with State statutes and the Association's investment policy. The Board may hire investment professionals to act for or on its behalf. The Special Fund assets will be invested only in securities that are authorized by Minn. Stat. 69.775; 356A.06, sub. 6; and 356A.06, subd. 7 (if the Association qualifies to use the expanded list).³¹ The Board will have on file a copy of the investment policy of the Association. The Board will file a copy of the Association's investment policy, and all changes to the policy, with the Office of the State Auditor.³²

Section 3 - BROKER CERTIFICATION. *** The Association will provide annually to its broker a written statement of investment restrictions from the applicable State laws and from the Association's investment policy. Annually, before the Association enters into or continues business with the broker, the broker must submit to the Association a signed Broker Certification, using the form prepared by the Office of the State Auditor.

ARTICLE VI – FUNDS

Section 1 - FUNDS. The Association will establish and maintain a Special Fund and a General Fund Checking Accounts.³³

Section 2 - SPECIAL FUND.³⁴ All public funds, such as fire state aid, supplemental state aid, municipal contributions, and supplemental benefit reimbursements, received by the Association will be deposited in the Special Fund. Disbursements from the Special Fund will not be made for any purpose except as authorized by Minn. Stat. §§ 69.80 and 424A.05.

The Treasurer is the custodian of the assets of the Special Fund and recipient on behalf of the Special Fund of all revenues payable to it. The Treasurer will maintain adequate records documenting all transactions involving the financial activities of the Special Fund.

Checks or authorizations for electronic fund transfers for disbursement of Special Fund assets must be signed by the Association Treasurer and at least one other elected Association Trustee who has been designated by the Board to sign the checks or authorizations. The Association may only make disbursements by electronic fund transfers if the specific method of payment and internal control policies and procedures regarding the method are approved by the Board.³⁵

Disbursement from the Special Fund should only be for the following purposes:

1. Payment of members' service pension benefits in accordance with these by-laws;
2. Payment of ancillary benefits in accordance with these by-laws;
3. Administrative expenses as limited by Minn. Stat. §§ 69.80

All other expenses of the Association shall be paid out of the General Fund.

Section 3 - GENERAL FUND.³⁶ Money received from any nonpublic source, such as dues, fundraising activities, donations, fines, initiation fees and entertainment's, will be deposited into the General Fund. Funds may be distributed by the Board for any purpose authorized by the articles of incorporation or by these by-laws. These funds may be distributed upon a majority vote of the membership or of the Board of Trustees for any purpose reasonably suited to promote the welfare of the Association and its members. All Association expenses not specifically authorized by State statute to be paid out of the Special Fund must be paid out of the General Fund.

The Treasurer is the custodian of the assets of the General Fund and the recipient on behalf of the General Fund of all revenues payable to it. The Treasurer will maintain adequate records documenting any transactions involving the financial activities of the General Fund.

Section 4 - NON ASSIGNABILITY OF BENEFITS.³⁷ Benefits paid or payable from the Special Fund are not subject to garnishment, judgment, execution, or other legal process, except as provided in Minn. Stat. §§ 518.58; 518.581; or 518A.53. Benefits paid or payable may not be assigned for any purpose.

Section 5 - DEPOSITS. All money belonging to this Association shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board of Trustees may designate. Board of Trustees shall make deposits in conformance with State Statutes, the by-laws and the investment policy.

Section 6 - DISBURSEMENTS. No disbursement of the funds of this Association shall be made except by checks drawn by the Treasurer and countersigned by the President or Vice President. Except when issued for salaries, pensions and other fixed charges, the exact amount of which has previously been determined by the Board of Trustees or the members, no check shall be issued until the claim to which it relates has been approved by the Board of Trustees.

Section 7 - ASSIGNMENT OF FUNDS. No member entitled to a service pension or ancillary benefits from the special fund of a relief association may assign any service pension or ancillary benefit payments, nor shall the Association have the authority to recognize any assignment or pay over any sum which has been assigned.

ARTICLE VII – SERVICE PENSIONS

Section 1 - ELIGIBILITY REQUIREMENTS.³⁸ To be eligible to receive a service pension, a member must meet all of the following requirements:

1. Be at least fifty (50) years of age;
2. Have retired from the Fire Department of the City of Austin
3. Have completed at least seven (7) years (which years need not be continuous) of active service with such department before retirement; and
4. Have been a member of the Austin Part-Time Firefighters Relief Association in good standing at least seven (7) years prior to such retirement.

Section 2 - BENEFITS. The Austin Part-Time Firefighters Relief Association shall pay a defined contribution service pension in accordance with Minn. Stat. § 424.02, Subd. 4, as limited by Section 3 of this article. An individual account shall, for each firefighter who is a member of the Austin Part-Time Firefighters Relief Association, be established. To each individual member account is credited a right to an equal share of:

1. Any Amount of fire state aid received by the Austin Part-Time Firefighters Relief Association.
2. A municipal contribution to the Relief Association in the amount of:

<u>0 -7 Years</u>	<u>\$2,500.00</u>
<u>8 – 12 Years</u>	<u>\$3,000.00</u>
<u>13 – 15 Years</u>	<u>\$3,500.00</u>
<u>16 – 20 Years and after</u>	<u>\$4,000.00</u>

These contributions relate to active firefighter membership, pursuant to Article II sections 6 and 7. This amount shall be offset by the amount of state fire aid received by the Relief Association. Any contributions to the Association will be allocated in equal shares to Active Members in good standing.

3. Any amounts equal to the share of assets of the special fund to the credit of:
 - A. Any former member who terminated active service with the fire department to which the relief association is associated prior to meeting the minimum service provided by State law and has not returned to active service with the fire department for a period of no shorter than five (5) years; or
 - B. Any retired member who retired prior to obtaining a full nonforfeitable interest in the amounts credited to the individual member account pursuant to State law and any applicable provision of the by-laws of the Relief Association.
4. In addition, any interest or investment income earned on the assets of the special fund shall be credited in proportion to the share of the assets of the special fund to the credit of the individual member accounts.
5. In no event shall retirement or disability benefits be paid to any member in excess of the maximum service pension amount allowed pursuant to M.S.A. § 424.02, Subd 3.

Section 3 - EARLY VESTING.³⁹ In the event a member with seven (7) years or more but less than twenty (20) years of active, [good standing membership](#) service on the Austin Fire Department resigns or otherwise becomes a nonmember, that person shall be entitled to the following benefits that represent the nonforfeitable portion of the pension:

Completed Years Of Service	Nonforfeitable Percentage of Pension Amount
7	48%
8	52%
9	56%
10	60%
11	64%
12	68%
13	72%
14	76%
15	80%
16	84%
17	88%
18	92%
19	96%
20	100%

Section 4 - FORFEITURES.⁴⁰ The computation for forfeiture allocations will be based on each active members total full months of completed active service in comparison to the entire relief association completed active full members months of service.

In accordance with bylaws Article VI Section 3, balances will not be considered forfeited until the 5th year of separation of the Association, and at that time the allocation would occur.

In accordance with state statutes, once a member's balance is forfeited and they decide to return to the Association, the new member's account and service credit begins at zero again and all prior forfeited balances remain forfeited and allocated as originally done.

A member in Deferred Status (has partially vested but not requested payout) shall forfeit the unvested balance once the 5th year of separation occurs.

Section 5 - INVESTMENT RETURNS.⁴¹ Any investment return on the assets of the Special Fund will be credited in proportion to the share of the assets of the Special Fund to the credit of each Active or Separated Member, with the following exception.

- Once an application for payment is made, Investment Return allocation ends for that member. Returns would then be allocated for only the months preceding the request.

The computation for investment income allocation will be based on each member's beginning allocation share and the total investment earnings of the Association for the year.

Section 6 - ADMINISTRATIVE EXPENSES.⁴² Administrative Expenses payable from the Special Fund will be deducted in equal shares from all member No matter their status in the Association, with the following two exceptions:

- Once an application for payment is made, Administrative Expense allocation ends for that member. Expenses would then be allocated for only the months preceding the request.
- A member account if their balance goes below zero by doing such (this could occur in the first year somebody does not make minimums and therefore does not get a pension).

Section 7 - INVESTMENT EXPENSES.⁴² Investment Expenses payable from the Special Fund will be deducted in equal shares from all member No matter their status in the Association, with the following two exceptions:

- Once an application for payment is made, Administrative Expense allocation ends for that member. Expenses would then be allocated for only the months preceding the request.
- A member account if their balance goes below zero by doing such (this could occur in the first year somebody does not make minimums and therefore does not get a pension).

The computation for investment fees allocation will be based on each member's beginning allocation share and the total investment fees of the Association for the year only while an account has a balance.

Section 8 - ACCOUNTING DATE. The Association will determine the value of each individual account annually on December 31.

ARTICLE VIII – ANCILLARY BENEFITS

Section 1 - SURVIVOR BENEFIT.⁴³ Upon the death of a member of the Association and following the submission and approval of an Application for Distribution, a survivor benefit will be paid out of the Special Fund to the member's surviving spouse; if there is no surviving spouse, to the member's surviving children; if there is no surviving spouse and there are no surviving children, to the member's designated beneficiary. If no beneficiary has been designated and if the deceased member was active or deferred, the survivor benefit will be paid as a death benefit to the estate of the deceased member.

If there are no surviving children, the member's surviving spouse may waive, in writing, wholly or partially, the spouse's entitlement to a survivor benefit, so that the survivor benefit may be paid directly to the member's designated beneficiary.

A trust created under Chapter 501B may be a designated beneficiary if the survivor benefit will be distributed as a one-time lump-sum payment. If a trust was created and is payable to the surviving children and there is no surviving spouse, the survivor benefit will be paid to the trust.

For *active* members, if, upon death, the member has not yet separated from active service, a survivor benefit equal to the **vested and non-vested** amount of the member's individual account will be paid.

For *deferred* members, a survivor benefit equal to the **vested** amount of the member's individual account will be paid.

For the *recipient of installment payments*, a survivor benefit equal to the remaining balance in the member's individual account will be paid.

Section 2 - SUPPLEMENTAL SURVIVOR BENEFIT.⁴⁴ A supplemental survivor benefit will be paid out of the Special Fund when a lump-sum survivor benefit is paid per the same rules of the Section 1 Survivor Benefit. The supplemental survivor benefit equals 20 percent of the survivor benefit, not to exceed \$2,000.

Section 3 - NO ADDITIONAL FINANCIAL RELIEF. Except for the relief expressly identified for survivors in these bylaws, a member or former member's surviving spouse, child, or children, designated beneficiary, and/or estate are not entitled to any other or further relief or benefits from the Association.

Section 4 - DISABILITY BENEFITS.⁴⁵ Permanent disability benefits may be paid to permanently disabled members of the Association out of the Special Fund following the submission and approval of an Application for Distribution.

For *active* members, a permanent disability benefit equal to the vested and nonvested amount of the member's individual account will be paid if, upon the date of permanent disability, the member has not yet separated from active service. The member is eligible to receive the disability benefit immediately upon approval by the Board.

For *deferred* members, a permanent disability benefit equal to the vested amount of the member's individual account will be paid. The member is eligible to receive the disability benefit immediately upon approval by the Board.

For members who are not active or deferred, no disability benefit will be paid.

Any such disability benefit paid in accordance with this section shall be in lieu of all rights to further service pension and survivor's benefit.

1. Definition of Disability: (A). Disability is defined as the inability to engage in performance of his/ her duties as a Firefighter by reason of a medically determinable physical or mental impairment which can be expected to result in a continuous period of not less than twelve (12) months.

(B). Reports Required: No member shall be awarded, granted, or paid disability benefits except upon the written report of one or more physicians or surgeons chosen by the Board of Trustees. This report shall set forth the cause, nature and extent of disability, disease or injury of the member. Each such report shall be filed with the association.

(C). Procedure: All applications for disability benefits shall be made within sixty (60) days after such applicant ceased to be an active member of the fire department. Written application shall be made to the Board setting out the nature and cause of such disability. This application shall be under oath. The application may be examined by one or more physicians of the Board's choice. This physician shall submit a written opinion concerning the nature and degree of the applicant's disability and its probable duration of permanence. Final determination of disability will be based on the reports of at least one doctor and by majority vote of the Board of Trustees present at the subsequent Association meeting.

(D). An applicant shall not be considered under a disability unless he/ she furnishes such medical and other evidence of the existence thereof as the Board may require. An applicant's statement as to pain and other symptoms will not alone be conclusive evidence of disability as defined in subparagraph (A). There must be medical signs and findings, established by medically acceptable clinical or laboratory diagnostic techniques, which show the existence of a medical impairment that results from anatomical, physiological or psychological abnormalities which could reasonably be expected to produce pain or other symptoms alleged and which, when considered with all evidence required to be furnished under this subdivision which would lead to conclusion that the applicant is under a disability. Objective medical evidence of pain or other symptoms established by medically acceptable clinical or laboratory techniques must be considered in reaching a conclusion as to whether the applicant ~~is~~ is under a disability.

(E). Grievance Procedure: If the applicant for disability benefits feels he/ she has been aggrieved by any action of Board, he/ she shall, within sixty (60) days from the notice of such action of the Board, file written objections and the reasons thereof with the Board and the Board may order the applicant to further appeal before the Board for further examination.

Section 5 - PAYMENT OPTIONS. The recipient of an ancillary benefit may elect, by making a written request, the manner of payment of the ancillary benefit. Options include:

1. A Single lump-sum payment payable to the intended recipient (subject to current income tax withholding requirements).
2. A direct transfer on an institution-by-institution basis of the lump-sum survivor benefit to the *active* member's surviving spouse's individual retirement account (IRA). ⁴⁶ (This option is available to certain recipients of a survivor benefit.)

ARTICLE IX – DEFERRED PENSION STATUS

Section 1 – DEFERRED SERVICE PENSION. A member of the Association who has completed at least seven (7) years of active service in the association, but who has not reached the age of fifty (50) years, may retire from the Austin Fire Department without forfeiting his/ her right to such pension. Upon the application of such a member, he/ she shall be placed on a deferred pension roll and shall be entitled to receive said pension upon reaching the age of fifty (50) years and making application therefor. The balance of that member’s account will be credited with earned interest at the rate permitted by Minn. Stat. 424.02, Subd. 7, which provide that:

1. **Deferred Interest for Defined Contribution Plans:** The pension of a deferred member is not payable earlier than the first month following the deferred member’s 50th birthday or death. The Association pays interest on the fully vested and partially vested deferred lump sum service pension during the period of deferral. Each deferred member account balance must be credited with net investment gains or losses at the rate actually earned by the Association on the investments of special fund assets, compounded annually. Each deferred member will also be debited with any expenses incurred by the Association during the same period. The deferred service pension is governed by state and federal law, the articles of incorporation and the by-laws applicable on the date on which the member separated from active service with the Fire Department and active membership in the Association.

ARTICLE X – APPLICATION FOR PENSIONS AND BENEFITS

Section 1 - NOTICE OF INTENT TO TAKE DISTRIBUTION. Each member who intends to take distribution of a service pension, including a deferred service pension, from the Association must file a Notice of Intent to Take Distribution. Such Notice of Intent to Take Distribution will be in writing and will be filed with the Secretary not less than 90 days prior to the intended date of distribution. Upon receipt of the Notice of Intent to Take Distribution, the Secretary will provide to the applicant an Application for Distribution and any forms or notices required by Federal or State law. No Notice of Intent to Take Distribution is required for ancillary benefits.

Section 2 - PROCESS. Each person who intends to take distribution of a service pension, including a deferred service pension, or an ancillary benefit from the Association must file an Application for Distribution. The Secretary will provide to the applicant the Application for Distribution and any forms or notices required by State or Federal Law. All Applications for Distribution will be submitted to the Board for approval at a Board meeting. Applications for Distribution will state the age of the member, the period of service, the date of separation from active service with the Fire Department, and any other information the Board may require. No service pension, including any deferred service pension, or ancillary benefit will be paid until the Application for Distribution has been approved by a majority vote of the Board.

Section 3 - GOVERNING BENEFIT PLAN PROVISIONS. All service pensions, deferred service pensions, and ancillary benefits payable by the Association are governed by and must be calculated based on the State law, the Association bylaw provisions, and the Association articles of incorporation that are in effect on the date that the member separates from active service with the Fire Department and active membership in the Association.

Section 4 - OPTIONAL PAYMENT FORMS OF THE RETIREMENT BENEFITS.

Because of the varying circumstances in each member's retirement planning, optional benefit payments methods are offered. Selection should occur after consultation with a tax consultant, insurance and/ or estate planner, or an attorney. Alternate payment methods on the Pensions Benefit Application Form are:

- (1) Be further resolved that the Board of Trustees will attempt to meet on such applications for benefits on a timely basis, but may be required to wait for final payment of benefits until year end when final allocation tables and reports are submitted to the Office of the State Auditor. The policy and practice is to pay 90% of the benefit balance based on the latest Office of State Auditor certified allocation table, with the final 10% balance being paid once the Office of the State Auditor certifies the final allocation table for which the member had a balance.
- (2) Lump sum payment by the Association to a recognized insurance carrier licensed to do business in the State of Minnesota. ⁴⁷
- (3) A direct transfer on an institution-by-institution basis of the retiring member's lump-sum payment to the member's individual retirement account (IRA). ⁴⁸
- (4) A direct transfer on an institution-by-institution basis of the retiring member's lump-sum payment to the member's individual Minnesota deferred compensation plan. ⁴⁹

Section 5 - SUPPLEMENTAL BENEFIT. ⁵⁰ A supplemental benefit will be paid out of the Special Fund to individuals who receive a lump-sum distribution of a service pension. The amount of the supplemental benefit is ten percent of the regular pre-tax distribution, excluding any interest that may have been credited during the period of deferral, but not to exceed \$1,000.

ARTICLE XI- AMENDMENTS TO THE BY-LAWS

Section 1 - AMENDING THE BY-LAWS.⁵¹ The By-Laws of this Association may be amended at any regular or special meeting thereof by a favorable vote of two-thirds (2/3) of the members present and voting, provided that quorum is present, and provided further that notice of any proposed amendment or amendments shall be given by reading the same at a regular or special meeting not more than thirty-one (31) days next preceding that upon which such amendment or amendments are acted upon, and that a notice be mailed to each member at his/ her last known address not less than ten (10) days prior to such meeting, and provided further, approval of the Council of the City of Austin must be obtained.

Section 2 - These By-Laws and any amendment thereto prior to becoming effective shall be filed with the office of the Minnesota State Auditor.⁵²

Section 3 - CONSOLIDATION. A consolidation of the Association with one or more volunteer fire relief associations will be initiated pursuant to Minn. Stat. § 424B.02, subds. 1 and 2, and will comply with the process set forth in and the requirements of Chapter 424B.

Section 4 - DISSOLUTION. Prior to dissolution of the Association, all legal obligations of the Association other than service pensions and benefits must be settled under Minn. Stat. § 424B.2, subd. 3, a benefit trust must be established under subdivision 4, and the affairs of the Association must be concluded under subdivision 5.

⁵³

Reference Appendix

¹ Minn. Stat. § 424A.002, subd. 2.

² Minn. Stat. §§ 138.17; 317A.461

³ Minn. Stat. § 424A.001, sub 4.

⁴ Minn. Stat. § 424A.001, sub. 11.

⁵ Minn. Stat. § 424A.001, subd. 12

⁶ Minn. Stat. § 424A.01.

⁷ Minn. Stat. § 424A.016, subd. 4(d)

^{7**} Minn. Stat. § 424A.003

⁸ Minn. Stat. § 424A.01 subd. 6.

⁹ Minn. Stat. § 424A.01, subd. 6.

¹⁰ Minn. Stat. § 424A.021.

¹¹ Minn. Stat. § 356A.04, subd. 1.

¹² Minn. Stat. § 356A.02, subd. 2.

¹³ Minn. Stat. § 356A.13, subd. 2.

¹⁴ Minn. Stat. § 424A.04, subd. 1.

¹⁵ Minn. Stat. § 424A.04, subd. 1; see also Minn. Stat. § 317A.305.

¹⁶ Minn. Stat. § 69.051, subd. 2.

¹⁷ Minn. Stat. § 317A.431. Your relief association may hold additional regular meetings during the year. Minn. Stat. § 317A.111, subd. 3(21).

¹⁸ Minn. Stat. § 317A.433.

¹⁹ Minn. Stat. §§ 13D.04; 317A.231.

²⁰ Minn. Stat. § 317A.231.

²¹ Minn. Stat. § 13D.04; see *also* Minn. Stat. § 317A.435

²² Minn. Stat. § See Minn. Stat. §§ 317A.433; 317A.435 (additional requirements regarding notice)

²³ Minn. Stat. ch. 13D

²⁴ Minn. Stat. § 13D.04, subd. 1.

²⁵ Minn. Stat. § 13D.04, subd. 2.

²⁶ Minn. Stat. § 13D.04, subd. 4.

²⁷ Minn. Stat. §§ 317A.235; 317A.451.

²⁸ Minn. Stat. § 317A.235.

²⁹ Minn. Stat. §§ 317A.181, subd. 2; 317A.441; 317A.443.

³⁰ Minn. Stat. §§ 317A.201; 356A.02, subd. 2.

³¹ Minn. Stat. § 424A.05, subd. 4.

³² Minn. Stat. § 356.219, subd. 3(a).

^{***} Minn. Stat. § 356A.06, subd. 8b.

³³ Minn. Stat. § 424A.06

³⁴ Minn. Stat. §§ 69.80; 424A.05

³⁵ Minn. Stat. § 424A.05

³⁶ Minn. Stat. § 424A.06.

³⁷ Minn. Stat. § 424A.015, subd. 2.

³⁸ Minn. Stat. § 424A.016, subd. 2.

³⁹ Minn. Stat. § 424A.016, subd. 3.

⁴⁰ Minn. Stat. § 424A.016, subd. 4(b)(3)

⁴¹ Minn. Stat. § 424A.016, subd. 4(b) and (c)

⁴² Minn. Stat. § 424A.016, subd. 4(b)(ii).

⁴³ Minn. Stat. § 424A.016, subd. 7.

⁴⁴ Minn. Stat. § 424A.10, subd. 2(b).

⁴⁵ Minn. Stat. §§ 424A.02, subd. 9; 424A.05, subd. 3

⁴⁶ Minn. Stat. § 424A.015, subd. 4 (Your relief association must be a “qualified pension plan under Section 401(a) of the Internal Revenue Code, as amended.....”); IRC § 408 (a).

⁴⁷ Minn. Stat. § 424A.015, subd. 3.

⁴⁸ Minn. Stat. § 424A.015, subd. 4 (Your relief association must be a “qualified pension plan under Section 401(a) of the Internal Revenue Code, as amended....”); IRC § 408 (a).

⁴⁹ Minn. Stat. § 424A.015, subd. 5.

⁵⁰ Minn. Stat. § 424A.10.

⁵¹ Minn. Stat. § 317A.181.

⁵² Minn. Stat. § 424A.016, subd. 8.

⁵³ Minn. Stat. § 424B.20, subd. 2.

BY-LAWS ACCEPTANCE

These bylaws are hereby adopted and approved by the members of the Austin Fire Relief Association on the _____ day of _____, 20_____.

date: _____

President

date: _____

Vice-President

date: _____

Secretary

date: _____

Treasurer

City of Austin
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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: Revised Vacation Policy

DATE: February 25, 2026

Attached for your review and consideration is the revised vacation policy. The proposed updates modernize the structure, streamline accrual administration, and strengthen the City's overall benefit package for both current employees and recruitment efforts. The revisions also provide clear direction on scheduling, accrual timing, carryover limits, and the optional vacation cash-out program for exempt employees.

Since this proposal was originally drafted and discussed, four of the City's eight collective bargaining agreements have now been settled and include the updated vacation provisions. Discussions remain ongoing with the remaining bargaining units, and this framework will serve as the foundation for those continued negotiations.

If approved, the revised policy will take effect January 1, 2026, and will apply retroactively to non-bargaining unit employees as of that date. For employees represented by a labor agreement, the terms of the applicable collective bargaining agreement will govern. As always, where contractual language differs from City policy, the labor agreement controls unless superseded by state or federal law.

This revision does not alter any vacation provisions that were individually negotiated or approved at an employee's time of hire or promotion. Those arrangements will remain in effect.

Please let me know if you have any questions. Thank you for your consideration.

VACATION

The City of Austin provides paid vacation time for all regular fulltime employees. We believe that this time off from work is beneficial to the health and welfare of our employees and should be taken each year in accordance with this policy. Regular, part-time employees, not including temporary, seasonal or paid on-call firefighters, who have worked at least 1,040 hours and work at least twenty (20) hours per week will receive vacation time on a pro-rated basis.

Employees shall receive vacation leave hours based on years of continuous service from initial date of benefit eligible employment and pro-rated based on hours worked annually. Employees accrue vacation while in a paid status, excluding long term disability.

Employees leaving the City in good standing, and who have provided proper notice, will be compensated for any accrued and unused vacation leave calculated through their final date of employment.

If an employee dies while in the employment of the City, the earned vacation hours shall be paid to the employee's estate.

The Department Director or Supervisor is responsible for scheduling vacations to ensure adequate staffing and may designate times when vacation leave is restricted. Employees should submit vacation requests in accordance with departmental policy. While every effort will be made to honor requests, the number of employees on vacation at any given time may be limited when necessary to meet workload demands.

Accrual

Newly hired employees – Prorated Award at Hire

Employees shall begin accruing vacation on their date of hire. Vacation for the initial partial year of employment is prorated from the date of hire through December 31, using an annual allotment of 80 hours as the basis for the calculation. Effective the following January 1, employees shall receive the full 80-hour vacation allotment. Thereafter, employees shall continue to receive vacation in accordance with the ongoing vacation accrual schedule set forth in this policy.

The City Administrator has the authority to establish beginning levels of vacation for recruiting purposes. In making such a determination, the City Administrator will consider the prospective employee's qualifications, education, prior experience, length of service in the same or similar jobs, and the needs of the City.

Ongoing Vacation Accrual After Year One

Employees will be awarded vacation annually on January 1 based on years of service.

- 1 year of service – 80 hours
- 4 years of service – 120 hours
- 8 years of service – 160 hours
- 12 years of service – 200 hours
- 22 years of service – 240 hours

Employees hired prior to January 1, 2026, remain eligible to accrue up to 240 hours of vacation annually at 22 years of service, while employees hired on or after January 1, 2026 will have a maximum accrual limit of 200 hours.

Vacation Increases

Vacation increases based on years of service will be awarded according to the following schedule:

- If an employee's anniversary date falls between January 1 and June 30, the vacation increase will be credited on January 1 of that same year.
- If an employee's anniversary date falls between July 1 and December 31, the vacation increase will be credited on January 1 of the following year.

These increases take effect on January 1 only.

Carry Over

Employees may carry over up to 40 hours of unused vacation into the following calendar year. Any vacation hours beyond this 40-hour limit will be forfeited unless they are eligible to be cashed out under the vacation cash-out provision for non-union and unit-represented exempt employees.

Vacation Cash Out

The vacation cash-out option is available only to exempt (salaried) employees who meet certain eligibility requirements. To qualify, an employee must accrue at least 160 hours of vacation annually, must have used a minimum of 80 vacation hours during the calendar year, and may request a cash-out of up to 100 hours once each year. Cash-out amounts are prorated based on the employee's annual accrual level, as outlined below.

<u>Vacation Accrual Level</u>	<u>Maximum Cash-Out Amount</u>
160 hours per year	Up to 40 hours
200 hours per year	Up to 80 hours
240 hours per year	Up to 100 hours

A cash-out request may be made at any time during the year, but no more than once annually, and if the request is submitted before July 1, the employee must retain a minimum balance of 40 hours after the cash-out. The amount will be taxable to the employee at the regular compensation rate at the time of vacation cash payment.

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

MEMORANDUM

TO: Mayor and City Council

FROM: Craig Clark, City Administrator
Tricia Wiechmann, Human Resources Director

RE: 2026, 2027 and 2028 Base Pay Structure (BPS) Approval

DATE: February 26, 2026

Background and Process

The implementation of the Job Classification and Compensation Study completed by Flaherty & Hood P.A. for the City of Austin in 2019 and corresponding Compensation Plan approved by the City Council, included recommendations to: (1) conduct additional market survey to determine the market pay rate for positions; (2) ensure pay rates are internally equitable; and (3) make appropriate adjustments to base pay and/or the base pay structure (BPS). As a result, Flaherty and Hood, P.A. conducted a compensation update and internal review for the City to review, analyze, and recommend any adjustment to the City's BPS.

The City used benchmark job classes which are common, well-defined positions that represent the organization's internal hierarchy and that are spread throughout the organization's departments. Although only these benchmark positions were surveyed, every position in the organization was still considered when proposing pay adjustments. By aligning each job class to a benchmark and applying the City's internal job-hierarchy relationships, we ensured that all positions were placed consistently, equitably, and appropriately within the updated structure.

City management and Flaherty & Hood P.A. provided and presented the results and recommendations to the City Council in 2025. Direction was provided to initiate negotiations with the City's bargaining units to implement components of compensation and contract language changes with the bargaining units so that such could be effective beginning in 2026.

The City has reached agreements with four of eight bargaining units for the 2026 through 2028 period. As part of those agreements, the BPS has been extended and general wage adjustments have been negotiated. We are requesting approval of the 2026 through 2028 BPS to apply comparable adjustments to non-bargaining unit employees.

The City's goal is to maintain internal equity by applying comparable general wage adjustments across bargaining and non-bargaining groups and to maintain market-competitive wages. The

City will continue negotiations with the remaining bargaining units, and will use the approved 2026 through 2028 BPS as a continued foundation for the City's ongoing negotiations.

Requested Course of Action

At the March 2, 2026 meeting, the City Council will be considering for approval the attached Resolution Approving 2026, 2027, and 2028 Base Pay Structures.

A summary of the items that would result if the Council approved the resolution are as follows, which arise from recommendation from Flaherty and Hood, P.A.'s update and review:

1. Base Plan Structure

- A. Maintain 36 pay grades and 7 steps per grade
- B. The starting step of the BPS Increases from 70% to 75% of the max step
- C. Step differentials begin at 5.56% and gradually descend to 4.35% between each step increase
- D. 2026 BPS: 3.75% increase
- E. 2027 BPS: 3.75% increase
- F. 2028 BPS: 3.00% increase
- G. Apply to non-union and when each union agrees to be subject to it
 - All unions have language through 2025 that establishes they are subject to the City's BPS

2. Grade adjustments following the analysis of the study recommendation:

- A. Increase the pay grades by one, for the following positions, which are more than 7% below market and were reevaluated with increased job points: City Administrator, City Clerk, Human Resources Director, and Information Services Manager.
- B. These employees that move a grade will initially be placed at a step in their new pay grade for their job classification in the 2026 BPS that is the step that is closest to but not less than the wage they would have been at in the 2026 BPS in their old grade.

3. Step increases

- A. Employees move one step in the pay grade for their job classification, effective on the employee's anniversary date or as otherwise prescribed in a letter of hire, labor agreement or determined by the City Administrator for all employees not at top step

The proposed wage increases and pay grade adjustments are fully incorporated into the approved 2026 budget. All incumbent employees will remain at their current step placement within the new BPS.

Please contact either one of us with any questions you may have prior to the meeting.

2026 BPS - Step System

Job Evaluation Point Range		Grade	Pay Range						
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
			Start	6 mos.	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.
Min	Max	1-36	75.00%	79.17%	83.33%	87.50%	91.67%	95.83%	100.00%
150	163	1	\$24.19	\$25.53	\$26.87	\$28.22	\$29.56	\$30.91	\$32.25
164	178	2	\$24.90	\$26.28	\$27.67	\$29.05	\$30.43	\$31.82	\$33.20
179	193	3	\$25.65	\$27.08	\$28.50	\$29.93	\$31.35	\$32.77	\$34.20
194	209	4	\$26.42	\$27.88	\$29.35	\$30.82	\$32.29	\$33.75	\$35.22
210	225	5	\$27.21	\$28.72	\$30.23	\$31.75	\$33.26	\$34.77	\$36.28
226	241	6	\$28.03	\$29.59	\$31.14	\$32.70	\$34.26	\$35.81	\$37.37
242	258	7	\$28.87	\$30.47	\$32.07	\$33.68	\$35.28	\$36.88	\$38.49
259	276	8	\$29.73	\$31.38	\$33.03	\$34.69	\$36.34	\$37.99	\$39.64
277	294	9	\$30.63	\$32.33	\$34.03	\$35.74	\$37.44	\$39.14	\$40.84
295	313	10	\$31.55	\$33.30	\$35.05	\$36.80	\$38.56	\$40.31	\$42.06
314	332	11	\$32.50	\$34.30	\$36.11	\$37.91	\$39.72	\$41.52	\$43.33
333	352	12	\$33.47	\$35.33	\$37.18	\$39.04	\$40.90	\$42.76	\$44.62
353	372	13	\$34.46	\$36.38	\$38.29	\$40.21	\$42.12	\$44.03	\$45.95
373	393	14	\$35.51	\$37.48	\$39.45	\$41.42	\$43.40	\$45.37	\$47.34
394	415	15	\$36.57	\$38.60	\$40.63	\$42.67	\$44.70	\$46.73	\$48.76
416	437	16	\$37.67	\$39.77	\$41.86	\$43.95	\$46.05	\$48.14	\$50.23
438	460	17	\$38.79	\$40.95	\$43.10	\$45.26	\$47.41	\$49.56	\$51.72
461	484	18	\$39.96	\$42.18	\$44.40	\$46.62	\$48.84	\$51.06	\$53.28
485	508	19	\$41.16	\$43.45	\$45.73	\$48.02	\$50.31	\$52.59	\$54.88
509	533	20	\$42.39	\$44.75	\$47.10	\$49.46	\$51.81	\$54.16	\$56.52
534	559	21	\$43.66	\$46.08	\$48.51	\$50.93	\$53.36	\$55.78	\$58.21
560	585	22	\$44.98	\$47.48	\$49.97	\$52.47	\$54.97	\$57.47	\$59.97
586	613	23	\$46.32	\$48.90	\$51.46	\$54.04	\$56.62	\$59.18	\$61.76
614	641	24	\$47.72	\$50.37	\$53.01	\$55.67	\$58.32	\$60.97	\$63.62
642	670	25	\$49.15	\$51.88	\$54.61	\$57.34	\$60.07	\$62.80	\$65.53
671	700	26	\$50.62	\$53.43	\$56.24	\$59.05	\$61.87	\$64.68	\$67.49
701	731	27	\$52.14	\$55.04	\$57.93	\$60.83	\$63.73	\$66.62	\$69.52
732	763	28	\$53.70	\$56.69	\$59.66	\$62.65	\$65.64	\$68.61	\$71.60
764	795	29	\$55.31	\$58.39	\$61.46	\$64.53	\$67.61	\$70.67	\$73.75
796	829	30	\$56.97	\$60.14	\$63.30	\$66.47	\$69.63	\$72.79	\$75.96
830	864	31	\$58.67	\$61.93	\$65.19	\$68.45	\$71.71	\$74.97	\$78.23
865	899	32	\$60.44	\$63.80	\$67.15	\$70.51	\$73.87	\$77.22	\$80.58
900	936	33	\$62.25	\$65.71	\$69.16	\$72.63	\$76.09	\$79.54	\$83.00
937	974	34	\$64.12	\$67.68	\$71.24	\$74.80	\$78.37	\$81.93	\$85.49
975	1013	35	\$66.04	\$69.71	\$73.37	\$77.04	\$80.72	\$84.38	\$88.05
1014	1054	36	\$68.03	\$71.81	\$75.58	\$79.36	\$83.14	\$86.92	\$90.70

Notes:

- 2026 represents 3.75% base increase over 2025
- Employees starting in a position may be placed on any step at the discretion of the City Administrator.
- Employees promoted to a position that is in a higher pay grade, will be placed on a step that is at least equivalent to, but not less than, their base wage before they were promoted.
- No step increases will be awarded under this structure after December 31, 2026

2027 BPS - Step System

Job Evaluation Point Range		Grade	Pay Range						
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
			Start	6 mos.	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.
Min	Max	1-36	75.00%	79.17%	83.33%	87.50%	91.67%	95.83%	100.00%
150	163	1	\$25.10	\$26.49	\$27.88	\$29.28	\$30.67	\$32.06	\$33.46
164	178	2	\$25.84	\$27.27	\$28.71	\$30.14	\$31.58	\$33.01	\$34.45
179	193	3	\$26.61	\$28.09	\$29.57	\$31.05	\$32.52	\$34.00	\$35.48
194	209	4	\$27.41	\$28.93	\$30.45	\$31.97	\$33.50	\$35.02	\$36.54
210	225	5	\$28.23	\$29.80	\$31.37	\$32.94	\$34.50	\$36.07	\$37.64
226	241	6	\$29.08	\$30.69	\$32.31	\$33.92	\$35.54	\$37.15	\$38.77
242	258	7	\$29.95	\$31.61	\$33.27	\$34.94	\$36.60	\$38.26	\$39.93
259	276	8	\$30.85	\$32.56	\$34.27	\$35.99	\$37.70	\$39.41	\$41.13
277	294	9	\$31.78	\$33.54	\$35.31	\$37.07	\$38.84	\$40.60	\$42.37
295	313	10	\$32.73	\$34.55	\$36.37	\$38.19	\$40.00	\$41.82	\$43.64
314	332	11	\$33.71	\$35.59	\$37.46	\$39.33	\$41.21	\$43.08	\$44.95
333	352	12	\$34.72	\$36.65	\$38.57	\$40.50	\$42.43	\$44.36	\$46.29
353	372	13	\$35.75	\$37.74	\$39.72	\$41.71	\$43.70	\$45.68	\$47.67
373	393	14	\$36.84	\$38.89	\$40.93	\$42.98	\$45.03	\$47.07	\$49.12
394	415	15	\$37.94	\$40.05	\$42.16	\$44.27	\$46.38	\$48.48	\$50.59
416	437	16	\$39.08	\$41.26	\$43.42	\$45.60	\$47.77	\$49.94	\$52.11
438	460	17	\$40.25	\$42.48	\$44.71	\$46.95	\$49.19	\$51.42	\$53.66
461	484	18	\$41.46	\$43.77	\$46.06	\$48.37	\$50.68	\$52.97	\$55.28
485	508	19	\$42.71	\$45.08	\$47.45	\$49.82	\$52.20	\$54.57	\$56.94
509	533	20	\$43.98	\$46.43	\$48.86	\$51.31	\$53.76	\$56.19	\$58.64
534	559	21	\$45.29	\$47.81	\$50.32	\$52.84	\$55.36	\$57.87	\$60.39
560	585	22	\$46.67	\$49.26	\$51.85	\$54.44	\$57.04	\$59.63	\$62.22
586	613	23	\$48.06	\$50.73	\$53.40	\$56.07	\$58.74	\$61.41	\$64.08
614	641	24	\$49.51	\$52.26	\$55.01	\$57.76	\$60.51	\$63.26	\$66.01
642	670	25	\$50.99	\$53.83	\$56.66	\$59.49	\$62.33	\$65.15	\$67.99
671	700	26	\$52.52	\$55.43	\$58.35	\$61.27	\$64.19	\$67.10	\$70.02
701	731	27	\$54.10	\$57.11	\$60.11	\$63.11	\$66.12	\$69.12	\$72.13
732	763	28	\$55.72	\$58.82	\$61.91	\$65.00	\$68.10	\$71.19	\$74.29
764	795	29	\$57.39	\$60.58	\$63.76	\$66.96	\$70.15	\$73.33	\$76.52
796	829	30	\$59.11	\$62.39	\$65.67	\$68.96	\$72.25	\$75.52	\$78.81
830	864	31	\$60.87	\$64.25	\$67.63	\$71.02	\$74.40	\$77.78	\$81.16
865	899	32	\$62.70	\$66.19	\$69.66	\$73.15	\$76.64	\$80.11	\$83.60
900	936	33	\$64.58	\$68.17	\$71.76	\$75.35	\$78.94	\$82.52	\$86.11
937	974	34	\$66.53	\$70.22	\$73.91	\$77.61	\$81.31	\$85.00	\$88.70
975	1013	35	\$68.51	\$72.32	\$76.12	\$79.93	\$83.74	\$87.54	\$91.35
1014	1054	36	\$70.58	\$74.50	\$78.41	\$82.34	\$86.26	\$90.18	\$94.10

Notes:

- 2027 represents 3.75% base increase over 2026
- Employees starting in a position may be placed on any step at the discretion of the City Administrator.
- Employees promoted to a position that is in a higher pay grade, will be placed on a step that is at least equivalent to, but not less than, their base wage before they were promoted.
- No step increases will be awarded under this structure after December 31, 2027

2028 BPS - Step System

Job Evaluation Point Range		Grade	Pay Range						
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
			Start	6 mos.	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.
Min	Max	1-36	75.00%	79.17%	83.33%	87.50%	91.67%	95.83%	100.00%
150	163	1	\$25.85	\$27.28	\$28.72	\$30.15	\$31.59	\$33.02	34.46
164	178	2	\$26.61	\$28.09	\$29.57	\$31.05	\$32.52	\$34.00	35.48
179	193	3	\$27.41	\$28.93	\$30.45	\$31.97	\$33.50	\$35.02	36.54
194	209	4	\$28.23	\$29.80	\$31.37	\$32.94	\$34.50	\$36.07	37.64
210	225	5	\$29.08	\$30.69	\$32.31	\$33.92	\$35.54	\$37.15	38.77
226	241	6	\$29.95	\$31.61	\$33.27	\$34.94	\$36.60	\$38.26	39.93
242	258	7	\$30.85	\$32.56	\$34.27	\$35.99	\$37.70	\$39.41	41.13
259	276	8	\$31.77	\$33.54	\$35.30	\$37.07	\$38.83	\$40.59	42.36
277	294	9	\$32.73	\$34.55	\$36.37	\$38.19	\$40.00	\$41.82	43.64
295	313	10	\$33.71	\$35.59	\$37.46	\$39.33	\$41.21	\$43.08	44.95
314	332	11	\$34.73	\$36.66	\$38.58	\$40.51	\$42.44	\$44.37	46.30
333	352	12	\$35.76	\$37.75	\$39.73	\$41.72	\$43.71	\$45.69	47.68
353	372	13	\$36.83	\$38.87	\$40.92	\$42.96	\$45.01	\$47.05	49.10
373	393	14	\$37.94	\$40.05	\$42.16	\$44.27	\$46.38	\$48.48	50.59
394	415	15	\$39.08	\$41.26	\$43.42	\$45.60	\$47.77	\$49.94	52.11
416	437	16	\$40.25	\$42.49	\$44.72	\$46.96	\$49.20	\$51.43	53.67
438	460	17	\$41.45	\$43.76	\$46.06	\$48.36	\$50.67	\$52.97	55.27
461	484	18	\$42.71	\$45.08	\$47.45	\$49.82	\$52.20	\$54.57	56.94
485	508	19	\$43.99	\$46.43	\$48.87	\$51.32	\$53.76	\$56.20	58.65
509	533	20	\$45.30	\$47.82	\$50.33	\$52.85	\$55.37	\$57.88	60.40
534	559	21	\$46.65	\$49.24	\$51.83	\$54.43	\$57.02	\$59.61	62.20
560	585	22	\$48.07	\$50.74	\$53.41	\$56.08	\$58.75	\$61.42	64.09
586	613	23	\$49.50	\$52.25	\$55.00	\$57.75	\$60.50	\$63.25	66.00
614	641	24	\$50.99	\$53.83	\$56.66	\$59.49	\$62.33	\$65.15	67.99
642	670	25	\$52.52	\$55.44	\$58.36	\$61.28	\$64.20	\$67.11	70.03
671	700	26	\$54.09	\$57.10	\$60.10	\$63.11	\$66.11	\$69.11	72.12
701	731	27	\$55.72	\$58.82	\$61.91	\$65.00	\$68.10	\$71.19	74.29
732	763	28	\$57.39	\$60.58	\$63.76	\$66.96	\$70.15	\$73.33	76.52
764	795	29	\$59.12	\$62.40	\$65.68	\$68.97	\$72.25	\$75.53	78.82
796	829	30	\$60.88	\$64.26	\$67.64	\$71.02	\$74.41	\$77.79	81.17
830	864	31	\$62.69	\$66.18	\$69.66	\$73.14	\$76.63	\$80.10	83.59
865	899	32	\$64.58	\$68.17	\$71.76	\$75.35	\$78.94	\$82.52	86.11
900	936	33	\$66.52	\$70.22	\$73.91	\$77.60	\$81.30	\$84.99	88.69
937	974	34	\$68.52	\$72.33	\$76.13	\$79.94	\$83.75	\$87.55	91.36
975	1013	35	\$70.57	\$74.49	\$78.41	\$82.33	\$86.25	\$90.17	94.09
1014	1054	36	\$72.69	\$76.73	\$80.76	\$84.81	\$88.85	\$92.88	96.92

Notes:

- 2028 represents 3% base increase over 2027
- Employees starting in a position may be placed on any step at the discretion of the City Administrator.
- Employees promoted to a position that is in a higher pay grade, will be placed on a step that is at least equivalent to, but not less than, their base wage before they were promoted.
- No step increases will be awarded under this structure after December 31, 2028

RESOLUTION NO.

RESOLUTION APPROVING THE CITY OF AUSTIN 2026, 2027 AND 2028
BASE PAY STRUCTURE (BPS)

WHEREAS, the City of Austin through Resolution #16015, dated March 2, 2020, approved the implementation of the City's classification and compensation study, also known as the Base Pay Structure (BPS); and

WHEREAS, the current BPS, establishes wages rates for the City's identified Position Classifications, through December 31, 2025; and

WHEREAS, the City of Austin City Council must approve base pay and other components of base pay for City of Austin employees, for calendar years in which it has not taken formal action; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Austin that:

The City Council approves the following:

1. City of Austin's Base Pay Structures, which are attached hereto and incorporated herein by reference in their entirety, for:
 - A. January 1, 2026 through December 31, 2026 (2026 BPS)
 - B. January 1, 2027 through December 31, 2027 (2027 BPS)
 - C. January 1, 2028 through December 31, 2028 (2028 BPS)
2. City of Austin employees in the following positions will be subject to the 2026 BPS, 2027 BPS, and 2028 BPS:
 - A. All positions in an appropriate unit represented by an exclusive representative who have executed an agreement agreeing to be subject to the 2026 BPS, 2027 BPS, and 2028 BPS.
 - B. All regular positions not represented by an exclusive representative.
3. City of Austin employees employed in the same job classification on January 1, 2026 as December 31, 2025 whose job classification's Grade changed on January 1, 2026 will be paid base pay at a step in the 2026 BPS for their job classification that is the same step in the changed grade in the 2026 BPS that is closest to, but not less than, their base pay as of December 31, 2025.

Approved by the Austin City Council this 2nd day of March 2026

Yeas

Nays

ATTEST:

APPROVED:

City Clerk

Mayor

RESOLUTION NO.

ACCEPTING DONATIONS TO THE CITY OF AUSTIN

WHEREAS, the City has received the following gifts:

<u>Gift</u>	<u>Donor</u>	<u>For</u>
\$100	Michael & Susan Gregg	2026 Flower Program
\$1,000	Austin Morning Lions	Lions Park
\$10 per Police/Austin Fire Employee with existing YMCA memberships	YMCA	24/7 Access to Facility (See attached memo)

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Austin accepts said gifts to the City of Austin.

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

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

AUSTIN POLICE DEPARTMENT

LAW ENFORCEMENT CENTER

201 1ST STREET NE STE 2 AUSTIN MN 55912 (507) 437-9400 FAX: (507) 437-9546



2-25-26

Council and Mayor,

The YMCA is now allowing some 24/7 access to some of its regular members. They have reached out about allowing access to Austin Police and Austin Fire staff who hold and pay for regular membership. Ms. Baker phrased that offer as you will see below.

“Beginning Monday, 2/16, we plan to offer 24/7 access to designated areas of our facility. This access will be available as an add-on to a member’s monthly membership fee. As part of this initiative, we would like to offer the 24/7 access at no cost to active members of the Austin Police Department and Austin Fire Department who are YMCA members.”

The cost of the 24/7 membership is \$10 per month. It is this amount that would be donated by the YMCA to the APD and AFD staff. This would help meet the staff where they are at in so far as those who work odd or overnight shifts. It would also help the YMCA have some first responder staffing in the building during some of the new hours. This may enhance the security of the facility, which as a City of Austin property, would likely benefit all parties.

It is the \$10 per month donation per any of the designated class of employees that the council would need to accept here tonight.

Respectfully,

Chief McKichan

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: Mary Clayton, 406 18th St SE, Rochester, MN 55904

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 1208 5th St NW, Clayton Property

Date: February 27, 2026

May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of refuse and junk at 1208 5th St NW. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

City of Austin
Zoning Department



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

Memorandum

To: Mayor and City Council

Cc: Mary Clayton, 406 18th St SE, Rochester, MN 55904

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 1208 5th St NW, Clayton Property

Date: February 27, 2026

May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of refuse and junk at 1208 5th St NW. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

TIME STAMP 

February 25, 2026
10:10 AM

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: Suzanne Iverson, 600 1st Ave NW, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Removal or Repair of Privacy Fence
At 600 1st Ave NW, Iverson Property

Date: February 27, 2026

May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal or repair of fence at 600 1st Ave NW. The property owner has been notified of this violation to the City Code Sections 4.70 Subd. 10 and 12 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 fence. Such action is permitted by the City Code Section 4.70 Subd. 4.

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

July 29th, 2025

Suzanne Iverson
600 1st Ave NW
Austin, MN 55912

RE: Zoning Violations at 600 1st Ave NW, Austin, MN 55912

Dear Suzanne:

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 July 29th, 2025 at this site and the following issues need to be resolved:

1. Repair wood privacy fence east side of lot.

The violation of Austin City Code Sections 4.70 Subd. 10 and 12 were found. These City Code sections read as follows:

City Code Section 4.70 Subd. 10. *Maintenance; declaration and abatement of nuisance.* Fences shall be maintained so as not to endanger life or property, and any fence which through lack of repair, type of construction or otherwise imperils the health, life or property or well-being of a neighborhood shall be deemed a nuisance. The Building Inspector and/or Zoning Inspector shall notify the owner of the property on which a fence is located of the existence of a nuisance and a nuisance must be abated within ten days after the receiving of the notice from the Inspector.

City Code Section 4.70 Subd. 12.

Fences shall be constructed with boards, chain link construction, or other suitable material firmly connected to posts sunk in the soil to a depth sufficient to properly support the fence so that it is not leaning or otherwise in a state of collapse.

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 long horizontal flourish extending to the right.

Brent Johnson
Zoning Inspector

TIME STAMP 




1st Ave NW



February 25, 2026
10:05 AM