

A G E N D A
CITY COUNCIL MEETING
MONDAY, MARCH 16, 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 March 2, 2026

(mot) 3. *Consent Agenda

Licenses:

Exempt Gambling (raffle): Austin Area Chamber of Commerce on July 7, 2026

Exempt Gambling (bingo): Austin Area Chamber of Commerce on July 21, 2026

Temporary Liquor: VFW Post 1216 on April 10 & 11, 2026

Temporary Liquor: Austin Area Chamber of Commerce on July 21, 2026

Low Potency Hemp Edible Retailer: One Stop Food Mart, Austin, MN

Low Potency Hemp Edible Retailer: By the Way Food Mart, Austin, MN

Low Potency Hemp Edible Retailer: One Stop Liquor and Tobacco, Austin, MN

Mobile Business: Solem Concessions, Austin, MN

Mobile Business: 1910 Fresh Mexican Kitchen, LLC, Austin, MN

Mobile Business: La Michoacana Purepecha, Rochester, MN

Right of Way: Volt Electric, Austin, MN

Claims:

a. Pre-list of Bills

Events:

No Kings 3.0 on March 28, 2026

Mental Health Awareness Walk on May 8, 2026

Cedar Rivers Farmers Market May 15, 2026 thru September 25, 2026

Austin Area Chamber of Commerce Independence Day Parade on July 4, 2026

Annual Running with Ella 5k on August 29, 2026

Travis Manion Foundation 9/11 Heros Run on September 12, 2026

Appointments to Boards and Commissions:

Pam Grubbs to the Culture and Arts Commission – term expiring December 31, 2026

PUBLIC HEARINGS:

4. Public hearing on street improvements on 8th Street SE (8th Avenue SE to 15th Avenue SE), Project 25104. The amount to be assessed is \$1,275,000 at 5.357% for 15 years
 - a. Presentation of the project and associated assessments
 - b. Call for written objections
 - c. Motion to adjourn and continue the hearing on those properties for which written objections to the assessment have been filed
 - (res) d. Resolution declaring the cost
 - (res) e. Resolution adopting the assessment roll

5. Public hearing on street improvements on 7th Avenue SW (24th Street SW to 8th Avenue SW), 8th Avenue SW (27th Street SW to 7th Avenue SW), & 26th Street SW (5th Avenue SW to 8th Avenue SW), Project 26101. The amount to be assessed is \$130,000 at 5.357% for 15 years
 - a. Presentation of the project and associated assessments
 - b. Call for written objections
 - c. Motion to adjourn and continue the hearing on those properties for which written objections to the assessment have been filed
 - (res) d. Resolution declaring the cost
 - (res) e. Resolution adopting the assessment roll

6. Public hearing on street improvements on 9th Avenue NW (11th Street NW to 14th Street NW) Project 26102. The amount to be assessed is \$825,000 at 5.357% for 15 years
 - a. Presentation of the project and associated assessments
 - b. Call for written objections
 - c. Motion to adjourn and continue the hearing on those properties for which written objections to the assessment have been filed
 - (res) d. Resolution declaring the cost
 - (res) e. Resolution adopting the assessment roll

7. Public hearing on street improvements on 5th Street NW(12th Avenue NW to 15th Avenue NW) & 7th Street NW (13th Avenue NW to 15th Avenue NW), Project 26103. The amount to be assessed is \$1,100,000 at 5.357% for 15 years
 - a. Presentation of the project and associated assessments
 - b. Call for written objections
 - c. Motion to adjourn and continue the hearing on those properties for which written objections to the assessment have been filed
 - (res) d. Resolution declaring the cost
 - (res) e. Resolution adopting the assessment roll

8. Public hearing on street improvements on 14th Street NW (8th Avenue NW to 15th Avenue NW), Project 26104. The amount to be assessed is \$300,000 at 5.357% for 15 years
- a. Presentation of the project and associated assessments
 - b. Call for written objections
 - c. Motion to adjourn and continue the hearing on those properties for which written objections to the assessment have been filed
 - (res) d. Resolution declaring the cost
 - (res) e. Resolution adopting the assessment roll

BID OPENING AND AWARD:

9. Receiving bids for pickleball courts
- (res) a. Awarding bid

PETITIONS AND REQUESTS:

10. Requesting approval of a SMMPA ordinance
- (mot) a. For preparation of the ordinance
 - (ord) b. For adoption of the ordinance
11. Requesting approval of an amendment to the sidewalk cafe ordinance
- (mot) a. For preparation of the ordinance
 - (ord) b. For adoption of the ordinance
12. Requesting approval of an amendment to the ordinance on standards for regulations relating to sewer use and service charges
- (mot) a. For preparation of the ordinance
 - (ord) b. For adoption of the ordinance
- (res) 13. Approving a 2026 – 2028 labor agreement with the Law Enforcement Labor Services
- (res) 14. Approving a joint resolution for annexation of a property, owned by Jerry Fuerstenberg, into the City of Austin from Austin Township
- (res) 15. Approving budget adjustment to the general fund for 2026
- (res) 16. Approving the 2026, 2027, and 2028 Base Pay Structure
- (mot) 17. Approving the revised Earned Sick and Safe Time Leave policy
- (mot) 18. Approving the hire of a temporary full-time firefighter

- (res) 19. Approving an off-sale liquor license transfer to Austin South Highway Liquor LLC
- (res) 20. Accepting donations to the City of Austin
- (mot) 21. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at the following locations:
 - a. 703 5th Street NW, 703 5th St LLC Property
 - b. 1005 8th Street NW, Fink Property
 - c. 1306 11th Street NW, Hastings Property
 - d. 707 6th Avenue SW, Batikare Property
 - e. 1112 1st Avenue NW, Dornink Property

CITIZENS ADDRESSING THE COUNCIL

REPORTS AND RECOMMENDATIONS:

City Administrator

City Council

- (mot) Adjourn to **Monday, April 6, 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
March 2, 2026
5:30 PM
Council Chambers

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

MEMBERS ABSENT:

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: Austin Daily Herald, SMART Transit Representatives Kirk Kuchera and Chris Thompson

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

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

Moved by Council Member Fischer, seconded by Council Member Postma, approving Council minutes from February 17, 2026. Carried.

CONSENT AGENDA

Moved by Council Member Fischer, seconded by Council Member Waller, approving the 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

Carried.

SMART Transit representatives Kirk Kuchera and Chris Thompson gave a presentation to Council on SMART Transit. SMART Transit serves the Austin area and surrounding counties, providing transportation for students, workers, seniors, and other community members. During the 2025–2026 school year, SMART served about 250 Pre-K through high school students and 20 adult learners through basic education programs. With support from the CARE Community Investment Program, seniors aged 55 and older receive free rides to medical appointments in Austin and Albert Lea, and SMART has provided over 3,000 free rides to seniors.

They stated the organization also operates a WorkRide program that transports employees to major employers such as Quality Pork Processors, Hormel, and International Paper. They have extended service hours, which helped increase ridership to 11,000 rides. In partnership with United Way and local preschools, SMART provides 33,000 rides for preschool students in Austin.

SMART Transit relies on funding from federal and state transit grants, advertising on buses, grants, United Way partnerships, and local government support. Public transit in Austin is especially important for low-income residents, immigrants, seniors, and people with disabilities, many of whom rely on it to reach work, school, and medical services. Austin is unique among rural Minnesota communities because SMART operates up to 22 hours a day, helping shift workers commute. Recently, the agency has recovered from driver shortages and restored full service in Austin.

BID OPENINGS AND AWARDS

Public Works Director Steven Lang spoke about the bids for bituminous materials and stated Ulland Brothers came in with the lowest bid at \$262,500.

Mr. Lang recommended awarding the bid to Ulland Brothers.

Moved by Council Member Postma, seconded by Council Member Oballa, approving a resolution awarding the bid to Ulland Brothers for bituminous materials for 2026. Carried 7-0.

Public Works Director Steven Lang spoke about the bids for asphalt emulsion oil and stated Henry G. Meigs was the only bidder, and the total bid came in at \$83,678.40.

Mr. Lang recommended awarding the bid to Henry G. Meigs.

Moved by Council Member Oballa, seconded by Council Member Waller, approving a resolution awarding the bid to Henry G. Meigs for asphalt emulsion for 2026. Carried 7-0.

PETITIONS AND REQUESTS

Public Works Director Steven Lang stated this project is part of the five-year Capital Improvement Plan (CIP) for upgrades to the Hope Street Lift Station. The planned improvements include the installation of a bar screen and the application of protective coatings to enhance the longevity of the concrete in the facility. Proposals for engineering design services were requested from Bolton & Menk and WHKS. Bolton & Menk submitted the lowest bid for this project at \$99,564. The funding for this project will come from the industrial budget. Mr. Lang recommended awarding the contract for engineering design services to Bolton & Menk, contingent upon Hormel's final review and approval.

Moved by Council Member Postma, seconded by Council Member Oballa, approving a resolution for design services by Bolten & Menk for the Hope Street Lift station. Carried. 7-0.

Public Works Director Steven Lang stated WHKS proposed providing construction administration services for the 2026 Oakland Avenue project, including shop drawing review, site visits, quantity and payment review, change order preparation, progress meeting oversight, and weekly reporting and documentation. The estimated cost for these services is \$95,000. City staff will also conduct on-site inspections and participate in meetings and decision-making, while WHKS supports day-to-day project management. The construction work will run from 1st St. NW to 12th St., starting in phases, with construction expected to begin in early April. City staff recommends awarding the administrative services contract to WHKS.

Moved by Council Member Fischer, seconded by Council Member Waller, approving a resolution for design services from WHKS for the Oakland Avenue & 1st Avenue SW Project. Carried. 7-0.

City Clerk Brienne Wolf stated the Clerk's office 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. They also received 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.

Moved by Council Member Baskin, seconded by Council Member-at-Large Austin, approving a resolution for the brewer tap room on-sale liquor license transfer request. Carried. 7-0.

Moved by Council Member Fischer, seconded by Council Member Postma, approving a resolution for a new liquor license request 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. Carried. 7-0.

Moved by Council Member Oballa, seconded by Council Member Helle, adopting a resolution approving the AEA – Austin Employee Association 2026-2028 labor agreement. Carried 7-0.

Library Director Julie Clinefelter stated the library's technology closet has not been updated in over 20 years and has several deficiencies that were identified during the recent installation of a

new telephone system. This closet is crucial for internet access, network connectivity, and other essential systems in the building. To address these issues, the recommended corrections include electrical work, adding ports at workstations, and reorganization of wiring, some of which can be completed at no cost by SELCO. These upgrades are necessary to comply with current E-rate rules, ensuring continued eligibility for federal funding for public internet access. The estimated cost for the electrical work is approximately \$10,520. The Library Board approved the request for funding from the City's contingency funds, they are now seeking City Council's approval for this expenditure.

Moved by Council Member Baskin, seconded by Council Member-at-Large Austin, approving a resolution for a contingency request for the Library technology closet in the amount of \$10,520. Carried. 7-0.

Nature Center Director Luke Reese presented to Council a request for support for a Legislative-Citizen Commission on Minnesota Resources (LCCMR) grant, which helps to fund an intern over a three-year period at the Nature Center. Mr. Reese stated for this third LCCMR grant application, the total project cost will be \$495,525. Mower County Board of Commissioners has agreed to partner with the Nature Center 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.

Mr. Reese presented a resolution that would authorize the request for \$396,419 of funding, confirming the City will accept the funding if awarded, explaining the funds are paid on a reimbursement basis and the City has the capacity to pay for services before being reimbursed. It also states the Parks & Recreation Board is authorized to execute agreements and workplans for the project, and Mr. Reese is authorized to implement it. This resolution is nearly identical to the one Council passed in 2023.

Mr. Reese stated the Parks, Recreation and Forestry Board unanimously approved a motion requesting Council support of the grant application and approval of this resolution.

Moved by Council Member Helle, seconded by Council Member Baskin, approving a resolution in support of the Legislative-Citizen Commission on Minnesota Resources (LCCMR) grant for the Nature Center. Carried. 7-0.

Fire Chief McCoy stated the Part-Time Firefighters Relief Association bylaws were updated on February 17th, 2026 and were approved in the Allocation Agreement to change the amount given to each part-time firefighter based on their years of service. Furthermore, the Office of the State Auditor required some updates to the association bylaws which are included in this revision. He is requesting Council approval of the Austin Part-Time Firefighters Relief Association bylaws.

Moved by Council Member Baskin, seconded by Council Member-at-Large Austin, approving a motion for the Austin Part-Time Firefighters Relief Association bylaws. Carried.

City Administrator Craig Clark stated based on market analysis and contract negotiations, they are bringing forward a revised vacation policy. This would be effective as of January 1, 2026, and applies retroactively. The policy focuses on having time available at the start of an employee's hire. Maximum accrual hours will be capped at 200 hours. There will be the addition of being able to carry over 40 hours and provide a partial cash out for vacation hours for exempt or salaried employees.

Council Member Helle asked how this policy will affect or not affect the labor negotiations that are still open with some of the bargaining units.

Mr. Clark stated this would align future negotiations and makes clearer Council's position for negotiations.

Moved by Council Member Fischer, seconded by Council Member Postma, approving a motion for a revised vacation policy. Carried.

City Administrator Craig Clark stated that after the City Council approved the compensation plan in 2019, which included several recommendations, they conducted additional market surveys. This survey aimed to determine the appropriate market pay rates for various positions, ensure internal pay equity, and make necessary adjustments to base pay or the structure of the pay plan.

Mr. Clark stated the 2025 budget included work with Flaherty and Hood to conduct a compensation update and internal review for the City, and to review and analyze the Base Pay Structure (BPS) plan. The recommendations are consistent with their previous goals. The results were presented to Council in the summer, late fall, and into the winter. This is relevant to 4 of the 8 agreements thus far, and has been the practice to bring forward non-union bargaining employees. The BPS plan would be effective for 2026-2028. The City will continue negotiations with the remaining bargaining units, and they will use the approved 2026-2028 BPS as a continued foundation for the ongoing negotiations.

Mr. Clark stated they are requesting approval of the attached resolution approving the 2026, 2027, and 2028 Base Pay Structure. The BPS maintains the 36 pay grades and the 7 steps per grade. It updates the starting step for BPS from 70% to 75% and follows the outlined step differentials listed in the Council packet. It will adjust the BPS in 2026 by 3.75%, in 2027 3.75%, and in 2028 3%. This would also apply to non-union and other bargaining groups as they come forward in relation to the BPS.

Mr. Clark stated this follows the analysis by Flaherty and Hood and increases the pay grades by one for the following positions, which were 7% below market and were re-evaluated with increased job points: City administrator, City Clerk, Human Resources Director, and Information Services Manager. The proposed wage increases were included in the 2026 budget.

Council Member Helle asked if the positions listed are getting an increase in pay grades because of the additional duties due to the restructuring when the Director of Administrative Services left?

Mr. Clark stated no, this is based on the market analysis of comparable cities. It didn't include any change in job descriptions.

Council Member Helle stated she would like to understand that, to make their budget, they were cutting a position through a retirement incentive. At the same time, they had already built in pay increases for these four positions in the 2026 budget?

Mr. Clark stated yes, as a guiding principle to ensure their staff are adequately compensated the market analysis was of significant importance to employee engagement efforts to make sure they were treating people fairly, so doing this analysis was something they wanted to be able to do both for internal equity and contract negotiations that were coming forward. They stated from 2019 they were no longer going to put their head in the sand and now acknowledge the inflationary and market place changes for various positions. He stated previously they spoke about "eating the expired yogurt" it's not necessarily fun, but they want to remain competitive in their positions and this was a broad scales assessment of all of their positions and this was the findings that Flaherty and Hood came back with.

Mayor King stated the timing may be an issue, but they first spoke about this in June with Mr. Simmons. Mr. Simmons came and presented a chart to the Council on where employees were at, and the Council met several times after that, and there was a glaring difference (in wages).

Human Resources Director Trish Wiechmann stated that they conducted a study of 13 cities, including Austin.

Mayor King stated that of those 13 cities, the City Administrator position was the lowest, and with this bump, it would move to the ninth lowest. He stated it was similar for the other positions. This is something they have discussed and approved in time for the 2026 budget.

Council Member Helle stated she remembers the June discussion about the City Administrator and the Human Resources Director. Were there always four positions?

Mayor King stated, yes, there were always four positions. He stated 39 positions were reviewed and this move would keep them competitive.

Council Member Baskin stated he remembers the June conversation and the information presented, but would like to know when the Council discussed this again.

Mr. Clark stated there were five closed sessions in which they discussed contract negotiations, relative wage increases, and overall BPS discussions.

Council Member Oballa stated he does not recall these sessions. He remembers talking about overall labor negotiations, but does not recall specifically about this.

Council Member Baskin stated in the June conversations that they had positions that were below market rate. Still, they always had positions that were higher than market rate. As they

think about judicially using tax dollars, why are they only taking positions that are lower and increasing them, rather than looking at positions above market rate? Why are they only looking at one side?

Mr. Clark stated they did talk about this, and Flaherty and Hood stated the difficulty in addressing this, and essentially, they recommended against this.

Council Member-at-Large Austin stated there is a lot lumped together in this request. He would like this to be tabled so they can discuss this further. He stated the previous discussions are lost on most Council members. If someone wants to move the vote forward, he will ask that they pull out some of the items and vote on them separately.

Council Member Postma stated he is open to tabling this so the Council can discuss these items further.

Council Member Helle stated she would not be able to vote for this as it stands; she would agree with tabling it and having a discussion.

Mayor King stated they did have five closed sessions on this topic but they can certainly have another one and go over this topic again.

Moved by Council Member-at-Large Austin, seconded by Council Member Helle, to table this item for further discussion. Carried. 6-1. (Council Member Fischer Nay)

Moved by Council Member Baskin, seconded by Council Member Fischer, approving a resolution accepting donations to the City of Austin. Carried. 7-0.

Moved by Council Member Fischer, seconded by Council Member Waller, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 1208 5th Street NW, Clayton Property. Carried.

Moved by Council Member Fischer, seconded by Council Member Postma, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 600 1st Avenue NW, Iverson Property. Carried.

CITIZENS ADDRESSING THE COUNCIL

DJ Ryther, US HWY 218, Austin MN, stated her appreciation for SMART Transit and the transportation services available in Austin. She also praised the Hormel Institute expansion. Ms. Ryther raised several concerns, including damaged stop signs, local graffiti, and public protests near traffic areas. She described a recent protest where she felt threatened and requested that law enforcement be present at future demonstrations to ensure safety.

Ms. Ryther spoke about a petition in Minnesota to restore the original state flag and suggested the City consider discussing the issue. Additionally, she encouraged stronger community collaboration among churches, schools, and local organizations to support youth, promote

respect for law enforcement and community institutions, and reduce negative influences such as social media.

A representative from L.L. Parks Trailer Wash, explained their operation washing hog trailers that deliver to Hormel. They currently use three outdoor storage items at their facility in the industrial park: a storage container for bedding, a temporary tent structure covering a skid loader, and a semi trailer used for bedding storage. The bedding is necessary to keep animals comfortable during transport, and they keep extra supplies due to weather and delivery delays. He received a violation notice for a temporary tent structure they had placed up and a shipping container on their property and would like to know what they can do to rectify the situation.

Planning and Zoning Administrator Holly Wallace stated the storage container violates the city ordinance, which does not allow storage containers within the city except for temporary use. The tent structure is also considered temporary and not intended for year-round use in Minnesota's climate. However, the semi trailer used for storage has not been cited as a violation.

The representative questioned why the rules apply given that many trailers and equipment exist in the surrounding industrial area. Ms. Wallace explained that ordinances regulate certain types of structures for aesthetic, safety, and zoning reasons, and changing the rule would require City Council action. Ms. Wallace indicated they are willing to work with the business and potentially extend the timeline (up to a year) to allow the owner to find a long-term storage solution. The issue may be brought back to the council if further discussion or ordinance changes are needed.

Scott Soderberg, 2408 16th Avenue SW, Austin, MN questioned the city's salary structure and compensation analysis, noting that four positions, City Administrator, City Clerk, IT Director, and HR Director, were reported as being more than 7% below market averages, while some other positions were reportedly up to 35% above market rates.

Mr. Soderberg expressed concern about the City Administrator's salary (about \$171,900) and the request for a raise, arguing that it is already high compared to salary data they found for similar city administrator positions. He also raised broader concerns about rising city spending, increasing taxes, and the financial impact on residents, especially those on fixed incomes. Additionally, he questioned the City's approach to affordable housing subsidies, suggesting that if housing is labeled affordable, it should not require additional subsidies. Overall, Mr. Soderberg urged the Council to carefully review salary increases and city spending to avoid further financial strain on taxpayers.

REPORTS AND RECOMMENDATIONS

Council Member Helle thanked the YMCA for investing in the Fire and Police Department and offering to cover the fee for the 24/7 gym membership for their members. It is great to see a collaboration between a local non profit willing to support the City. She also wants to have the dialog that the City of Austin is no longer an aging community. 30% of the population is 0-19 years old, 30 % is 20-39 and the population that is 60 plus is 24%. This doesn't mean that we do not have seniors, we do want to keep them in our community, and we want to keep things

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



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

Memorandum

To: Mayor & Council
From: Andrew Sorenson, PE
Date: February 17, 2026
Subject: 2026 Street Reconstruction Projects

At this week's council meeting we will be holding hearings on the public improvements for the following street projects:

- 8th Street SE
- 9th Avenue NW
- 5th Street NW & 7th Street NW
- 7th Avenue, 8th Avenue & 26th Street SW Mill & Overlay
- 14th Street NW Mill & Overlay

We held a one-hour open house, to provide people more flexibility to make the meeting. Again, the notices of the open house were included in assessment mailings. Of the **141** properties notified, we had approximately **3** representatives of these properties attend the open house.

In the council packet there are documents with information about each project. The same documents were presented at the open house. They include:

- Project information sheet, with Text Alert sign-up instructions
- Detailed map of the planned work
- Street project FAQs
- Assessment information

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

Street Project FAQ's

Assessment Questions

Q: Why am I being assessed for street reconstruction costs?

A: The City pays for about 60% of street reconstruction costs from the capital improvement fund, which is funded by local taxes. The other 40% of the costs are funded by assessing the property owners adjacent to the projects. This equates to about 20% of the total project cost assessed to each side of the street.

Q: How are the street assessments determined?

A: The City establishes assessment rates for street reconstruction projects each year. These rates are separated into residential and commercial rates the same for each project throughout the city. The rate is then multiplied by the frontage a property has adjacent to the street project. Every residential or commercial property pays the same rate no matter where their property is.

Q: I live on a corner lot; am I being assessed for both sides of my property?

A: For residential properties, our assessment policy states that corner lots will not be assessed for any more than the average length of both sides. For example, if a property has 100' of frontage on the avenue side and 50' of frontage on the street side.

The frontage to be assessed would be 75'.
$$\frac{100' + 50'}{2} = 75'$$

Other properties, such as commercial properties, apartments, schools and churches do not receive the corner lot policy exemption. These properties are assessed for street improvements on both sides of the property.

Q: Why am I being assessed for sidewalk repairs?

A: According to Austin city code, the property owner is responsible for the repair and maintenance of public sidewalks that are adjacent to their property. This includes any sidewalk panels that are in need of replacement. The City is responsible for the replacement of pedestrian ramps at the corners where sidewalks meet the street.

Q: My sidewalk isn't that bad, why is some or all of it planned for removal?

A: The summer prior to each street project, engineering department staff evaluate all sidewalks on the planned project. All sidewalks must meet the Americans with Disabilities Act (ADA) standards. Some examples of what may cause a sidewalk panel to be non-compliant with ADA regulations are: cracked sidewalk, vertical tripping hazards greater than ¼" in height, separation between panels, uneven concrete surface, excessive cross slope, and drainage issues. In some projects the majority of the sidewalks are in poor condition, this will trigger all of the sidewalks on the street to be replaced, no matter the condition.

Q: How do I pay for the assessments?

A: A bill for your assessment will be sent to you in late August. The payment due date is October 31, 2026. There are three options for you to make payment.

1. Pay the full amount by October 31, 2026, without interest.
 2. Pay at least 50% of the amount by October 31, 2026, the remainder would be added to your property taxes over a 15-year period with a 5.357% interest rate.
 3. Make no payment prior to October 31, 2026, the entire amount would be added to your property taxes over a 15-year period with a 5.357% interest rate.
- *This assessment will first show on your taxes in spring 2027.*
 - *If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold. Contact the City of Austin Finance Department for more information. 507-437-9940*

Construction Questions

Q: Where can I get updates about the project?

A: We post weekly project updates on the City of Austin website. We also send text message updates. Visit our website to sign up for text message alerts

<http://www.ci.austin.mn.us/public-works/city-construction-projects>

Q: Where will I park my vehicle during construction?

A: Once the project begins, there will be no vehicle access to your property, or parking on your street. You may park your vehicles on the nearest open street. If you have any other vehicles like RV's, boats or trailers that you plan to use while construction is taking place, please move them to another location before the project starts. Any vehicles in the way of the construction may be towed.

Q: Someone in my household has a disability, how will they get to the house?

A: We try to accommodate people with disabilities as much as possible during construction projects. Please contact the Engineering Department at 507-437-9950 to discuss your specific situation.

Q: How will my garbage and recycling get picked up during the project?

A: Garbage cans will be picked up on the nearest open street to your property. Garbage haulers know to empty cans that are placed at intersections near construction projects. We recommend placing your name or address on a piece of duct tape on the can to help you identify your can. Recycling may be taken directly to the Mower County Recycling Center at 1111 8th Avenue NE.

Q: I would like to widen my driveway approach, can that be done during the project?

A: Yes, during a street project is the best time to widen your driveway. Driveways may have a maximum width of 24' for residential and 36' for commercial. If you choose to widen your driveway you will have to pay for the cost of the additional width. Please contact the Engineering Department at 507-437-9950 if you would like to widen your driveway.

Q: Would a street project be a good time to have my sanitary service inspected or replaced?

A: Yes, when the street pavement is removed would be the most cost effective time to make any repairs or replacement of your service. Additionally, if the sanitary sewer main is replaced as part of the reconstruction project, each service would also be replaced up to the property line as part of the project.

Q: Can I have more sidewalk replaced than I am being assessed for?

A: Yes, if you want to have additional sidewalk panels replaced, you will have to pay for the additional sidewalk replacement costs. Please contact the Engineering Department at 507-437-9950 if you would like to replace additional sidewalk.

Q: Can I connect my sump pump discharge line to an underground drainage system?

A: Yes, we will be installing drain tile on the project with a service stub to each property. It is the homeowner's responsibility to make the connection from the service stub to the house. If you have a preferred location for your tile service stub, please contact the Engineering Department at 507-437-9950.

Q: Can I connect my roof downspouts to the drain tile system?

A: No, roof drains cannot be connected to the drain tile system. Roof gutters and downspouts have the potential to allow leaves and other debris to enter the drain tile system and cause a blockage.

Q: I have a sprinkler system in my boulevard, will this be damaged during construction?

A: Sprinkler systems in the boulevard may be damaged by construction activities. It is the property owner's responsibility to move or repair sprinkler lines and heads that are in the way of construction. The City and Contractor are not responsible for any repairs to sprinkler systems.

Q: Why does the City cut down trees on street projects?

A: We try to save as many trees as possible during street reconstruction projects, but some trees do need to be removed. Some reasons for tree removal are: dying or diseased, road widening, in conflict with above or below ground utilities. We also remove all ash trees located on street projects, due to the emerald ash borer infestation.

Q: Will my electric, water or natural gas utility service be impacted by the street project?

A: Many times, Austin Utilities schedules utility maintenance and/or replacement work during street construction projects. In the event Austin Utilities is planning work in your area, they will notify you separately prior to the project outlining the impacts to your residence or business.



2026 Assessment Information

- Assessments fund street improvements and sidewalk improvements.
- The goal is to fund 40% of street improvement costs through assessments to adjacent property owners. The remaining 60% of costs are funded through the City of Austin tax levy.
- The City establishes assessment rates every year that apply to all street projects throughout Austin.
- Below are the rates for 2026:

Land Use	Street Reconstruction Urban (Linear Foot)	Mill & Overlay (Linear Foot per inch)	Concrete Curb & Gutter* (Linear Foot)	Sidewalk	
				4" Thick (Square Foot)	6" Thick (Square Foot)
Residential	\$73.64	\$8.00	\$24.00	\$8.00	\$11.75
Commercial	\$105.16	\$10.00	\$24.00	\$8.00	\$11.75

* Curb & gutter is only assessed the first time it is installed

- Street assessments are calculated by taking the length of the property’s frontage and multiplying by the appropriate rate.
 - Example: A residential property with an 80’ wide lot.
80 LF x \$73.64/LF = **\$5,891.20**
- Residential properties located on the corner of two streets receive the corner lot policy which states that they will be assessed the average length of the two sides of the property.
 - Example: A residential property at the corner of 1st Street and 2nd Avenue
The property has 100’ of frontage on 1st Street and 50’ of frontage on 2nd Avenue
100 LF + 50 LF = 150 LF 150 LF/2 sides = 75 LF
75 LF x \$73.64/LF = **\$5,523.00**
 - Commercial properties, apartments, churches, and schools do not receive the corner lot policy.

Paying Assessments

Bills for the assessment amount will be sent out in early September. Below are options for making payment.

1. Pay the amount in full by October 31, 2026, without interest.
2. Pay at least 50% of the amount by October 31, 2026, without interest. The remainder will be added to your taxes, spread out over 15 years, with 5.357% interest.
3. Do not pay anything by October 31, 2026. The entire balance will be added to your property taxes, spread out over 15 years, with 5.357% interest.
4. If an individual is over the age of 65, financially qualifies, and lives on the property, the assessment may be deferred with interest until the property is sold.

If you choose to apply your assessment to your property taxes, the amount will first appear in your 2027 property tax statement.

City of Austin
Street/Sidewalk Reconstruction Assessment Rates

Land Use	Year	Sidewalk*		Concrete Curb & Gutter (Linear Foot)	Street Reconstruction Urban (Linear Foot)	Mill & Overlay (Linear Foot per inch)
		4" Thick (Square Foot)	6" Thick (Square Foot)			
Residential	2013	\$3.60	\$4.60	\$11.00	\$40.00	
	2014	\$4.00	\$5.00	\$12.00	\$41.50	
	2015	\$4.10	\$5.50	\$12.50	\$42.75	
	2016	\$4.25	\$5.75	\$13.00	\$43.00	
	2017	\$4.75	\$6.25	\$14.00	\$44.00	
	2018	\$5.25	\$7.00	\$15.00	\$45.25	
	2019	\$5.25	\$7.50	\$16.50	\$46.75	
	2020	\$6.00	\$8.50	\$17.33	\$49.09	
	2021	\$6.50	\$9.00	\$18.00	\$52.51	\$5.35
	2022	\$6.75	\$9.25	\$19.50	\$56.18	\$6.35
	2023	\$6.75	\$9.25	\$20.00	\$60.11	\$6.79
	2024	\$7.00	\$10.00	\$21.00	\$64.32	\$7.25
	2025	\$7.50	\$11.00	\$22.50	\$68.82	\$7.75
	2026	\$8.00	\$11.75	\$24.00	\$73.64	\$8.00
Commercial	2013	\$3.60	\$4.60	\$11.00	\$57.25	
	2014	\$4.00	\$5.00	\$12.00	\$59.50	
	2015	\$4.10	\$5.50	\$12.50	\$61.25	
	2016	\$4.25	\$5.75	\$13.00	\$61.75	
	2017	\$4.75	\$6.25	\$14.00	\$63.00	
	2018	\$5.25	\$7.00	\$15.00	\$64.75	
	2019	\$5.25	\$7.50	\$16.50	\$66.75	
	2020	\$6.00	\$8.50	\$17.33	\$70.09	
	2021	\$6.50	\$9.00	\$18.00	\$74.97	\$6.64
	2022	\$6.75	\$9.25	\$19.50	\$80.22	\$7.88
	2023	\$6.75	\$9.25	\$20.00	\$85.84	\$8.43
	2024	\$7.00	\$10.00	\$21.00	\$91.85	\$9.00
	2025	\$7.50	\$11.00	\$22.50	\$98.28	\$9.75
	2026	\$8.00	\$11.75	\$24.00	\$105.16	\$10.00

* Rate associated with street projects only.

** Rates for standalone sidewalk projects will be based on actual construction costs.

Example 2026			
Street Assessment Amounts			
Lot Frontage	Residential	Commercial	Sidewalk
50	\$3,682.00	\$5,258.00	\$2,132.00
75	\$5,523.00	\$7,887.00	\$3,198.00
100	\$7,364.00	\$10,516.00	\$4,264.00
125	\$9,205.00	\$13,145.00	\$5,330.00

8th Street SE (from 8th Ave SE to 15th Ave SE)

Project Scope

Below is the general order of construction on the project:

- Removal of the existing concrete pavement and curb & gutter
- Sanitary manhole replacement and new sewer construction
- Austin Utilities replacement of water main and services
- Storm sewer replacement
- Roadway excavation
- Installation of drain tile and sump pump service stub outs
- Place new aggregate base in the street
- Remove and replace existing sidewalk
- Construct pedestrian ramps where sidewalks meet the street
- Pour new concrete curb and gutter
- Driveway apron replacements
- Asphalt paving – 1st lift in 2026, 2nd lift in Spring/Summer 2027
- Boulevard restoration



Project Schedule and Phasing

- Bid Project in March

Phase	Estimated Start	Estimated Completion
Phase 1 – 13 th Ave to 15 th Ave SE	May 2026	June 2026
Phase 2 – 8 th Ave to 10 th Ave SE	June 2026	July 2026
Phase 3 – 10 th Ave to 13 th Ave SE	July 2026	September 2026

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments, Local Tax Levy	\$975,000
Storm Sewer Improvements	Stormwater Utility Fees	\$115,000
Sanitary Sewer Improvements	Wastewater Treatment Utility Fees	\$185,000
	Total	\$1,275,000

Project Updates

Once work begins, weekly project updates are posted on the City of Austin construction website and via text message.

<https://www.ci.austin.mn.us/public-works/city-construction-projects>

For any other questions please contact:

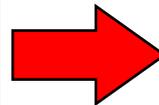
Andrew Sorenson, PE

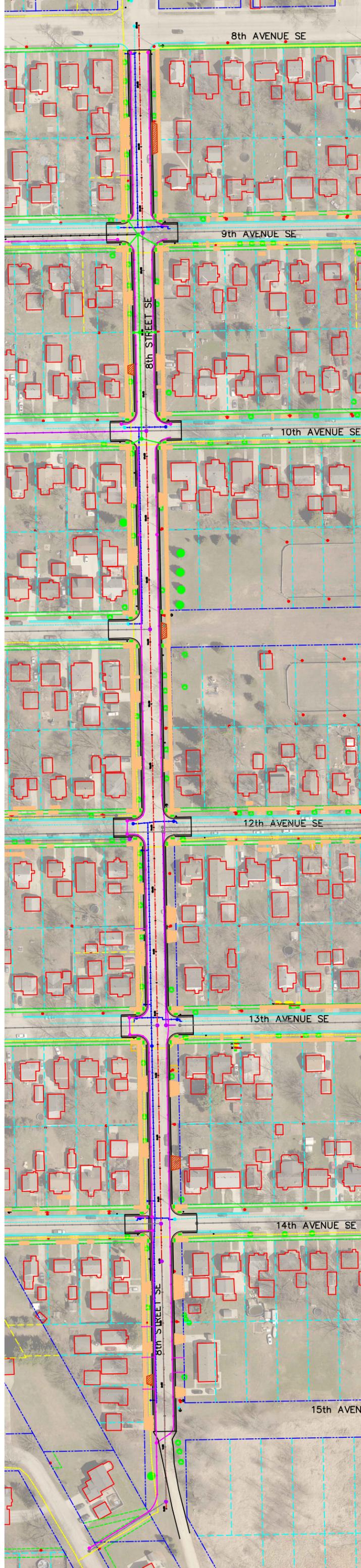
Assistant City Engineer

ASorenson@ci.austin.mn.us

507-437-9950

Scan here to sign up
for text alerts or visit
the City of Austin
construction website





RESOLUTION NO.

**RESOLUTION DECLARING COST TO BE ASSESSED
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT**

WHEREAS, the City Council has approved the project for 8th Street SE (8th Avenue SE to 15th Avenue SE)

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF AUSTIN, MINNESOTA:**

1. The portion of the cost to be assessed against the benefited property owners is declared to be \$1,275,000.
2. Assessments shall be payable in equal annual principal installments extending over a period of fifteen (15) years, the first of the installments to be payable on or before the first Monday in January, 2027, and shall bear interest at the rate of 5.357% per annum from November 1st, 2026.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the City Clerk's Office for public inspection.
4. The City Clerk shall upon completion of such proposed assessment, notify the Council thereof.

Passed by the Austin City Council this 16th day of March, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

RESOLUTION NO.

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed on all objections to the proposed assessment for the following local improvement:

8th Street SE (8th Avenue SE to 15th Avenue SE)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, MINNESOTA:

1. Such proposed assessment, a copy which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement and the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual principal installments extending over fifteen (15) years, the first of the installments to be payable on the first Monday in January 2027 and shall bear interest at the rate of 5.357 percent per annum. The first installment shall be added interest on the entire assessment from November 1, 2026 until December 31, 2027. To each subsequent installment when due shall be added interest one (1) year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, except that no interest shall be charged if the entire assessment is paid by October 31st of the assessing year. The remaining principal balance may be paid at any time to the City Clerk with interest accrued to December 31st of the payment year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax list of the County and such assessment shall be collected and paid over the same manner as other municipal taxes.

Passed by the Austin City Council this 16th day of March, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

61 Extra Days
Fund -
Code:

Street Sidewalk Improvements
Project 25104

Resolution No.
Interest at 5.357% starting November 1, 2026
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.340.1520	UMAWATTI MANGAL & DEVENDRA MANGAL	LOTS 1 - 17	13	KAUFMAN 2ND	\$0.00
34.340.1430	HOUSING & REDEVELOPMENT AUTHORITY	LOTS 18 & 19	11	KAUFMAN 2ND	\$12,692.46
34.340.1250	DAVID H PETERSEN	LOT 1	11	KAUFMAN 2ND	\$6,066.34
34.340.1240	EMILY A HARMON	LOT 17	10	KAUFMAN 2ND	\$6,066.34
34.340.1080	JESUS ADRIAN MORENO	LOT 1	10	KAUFMAN 2ND	\$9,747.60
34.340.0770	ROBERT W WOBBROCK III	LOT 15	6	KAUFMAN 2ND	\$6,631.28
34.340.0630	SERGIO ROSAS	LOT 1	6	KAUFMAN 2ND	\$6,632.02
34.340.0620	BRAULIO MANZANO CERRATO	LOT 14	5	KAUFMAN 2ND	\$12,448.15
34.340.0551	CITY OF AUSTIN	LOTS 1 - 7	5	KAUFMAN 2ND	\$0.00
34.370.0421	CITY OF AUSTIN	LOTS 8 - 14	3	KINSMANS	\$0.00
34.370.0360	RYAN D PECHACEK	LOT 1	3	KINSMANS	\$12,519.32
34.370.0350	THET LWIN	LOT 16	2	KINSMANS	\$12,603.27
34.370.0200	DAVE SCHMITT	LOT 1	2	KINSMANS	\$12,504.59
34.370.0190	DEAN P BALDNER	LOT 19	1	KINSMANS	\$11,782.68
34.370.0010	MARGARETE M SWINGDORF	LOT 1	1	KINSMANS	\$13,889.49
34.220.0320	LINDA J BAIER	LOT 8	3	EAST GARFIELD	\$13,438.11
34.220.0330	PAYTON HARRISON	LOT 9 N65FT	3	EAST GARFIELD	\$7,850.75
34.220.0340	HAPPY HIVE HOMES LLC	S60FT LOT 9	3	EAST GARFIELD	\$6,632.75
34.335.0310	CHARLES A & NANCY COOK	LOT 9 & E1/2 LOT 8	3	KAUFMAN	\$13,022.07

61 Extra Days
Fund -
Code:

Street Sidewalk Improvements
Project 25104

Resolution No.
Interest at 5.357% starting November 1, 2026
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.335.0320	ERNESTO CANTU MURILLO & YAMILETH CANTU	LOT 10	3	KAUFMAN	\$12,139.34
34.340.0080	DANIEL/MARGARET MITTELSTEDT	LOT 8	1	KAUFMAN 2ND	\$12,484.71
34.340.0090	RYAN CLAY JOHNSON	LOT 9	1	KAUFMAN 2ND	\$12,560.45
34.340.0470	LANORA DEE KING	LOT 8	4	KAUFMAN 2ND	\$12,298.87
34.340.0480	ERIC A HUBBARD	LOT 9	4	KAUFMAN 2ND	\$12,375.56
34.340.0850	DUNE ACQUISITIONS LLC	LOT 8	7	KAUFMAN 2ND	\$12,331.70
34.340.0870	PERRY D JOHNSON	LOTS 9 & 10 N41FT	7	KAUFMAN 2ND	\$5,008.07
34.340.0860	JESUS RUBIO	LOT 9 EXC N41FT	7	KAUFMAN 2ND	\$9,143.80
34.340.1020	KEITH W ARNOLD	LOT 7	9	KAUFMAN 2ND	\$12,572.98
34.340.1030	LINDA KAY OLSON	LOT 8	9	KAUFMAN 2ND	\$12,571.97
34.340.1470	ORLANDO GAVALDON	LOT 4	12	KAUFMAN 2ND	\$12,494.60
34.340.1480	RYNE P SCHAEFER	LOT 5	12	KAUFMAN 2ND	\$6,054.59
34.340.1490	ERIC D ANDERSON	LOT 6	12	KAUFMAN 2ND	\$6,053.11
34.340.1500	JESSE JEROME HAUGEN	LOTS 7 & 8	12	KAUFMAN 2ND	\$9,893.47
				Total	\$312,510.44

7th Avenue SW (24th St SW to 8th Ave SW)
8th Avenue SW (27th St SW to 7th Ave SW)
26th Street SW (5th Ave SW to 8th Ave SW)

Project Scope

Below is the general order of construction on the project:

- Mill off top 1.5" of existing asphalt pavement
- Full-depth spot repairs on asphalt pavement
- Asphalt paving
- Boulevard restoration, if necessary



Project Schedule and Phasing

- Bid Project in March

Phase	Start Date	Estimated Completion
7 th Avenue, 8 th Avenue, 26 th Street SW	September 2026	September 2026

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments, Local Tax Levy	\$130,000
		\$130,000

Project Updates

Once work begins, weekly project updates are posted on the City of Austin construction website and via text message.

<https://www.ci.austin.mn.us/public-works/city-construction-projects>

For any other questions please contact:

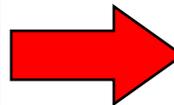
Andrew Sorenson, PE

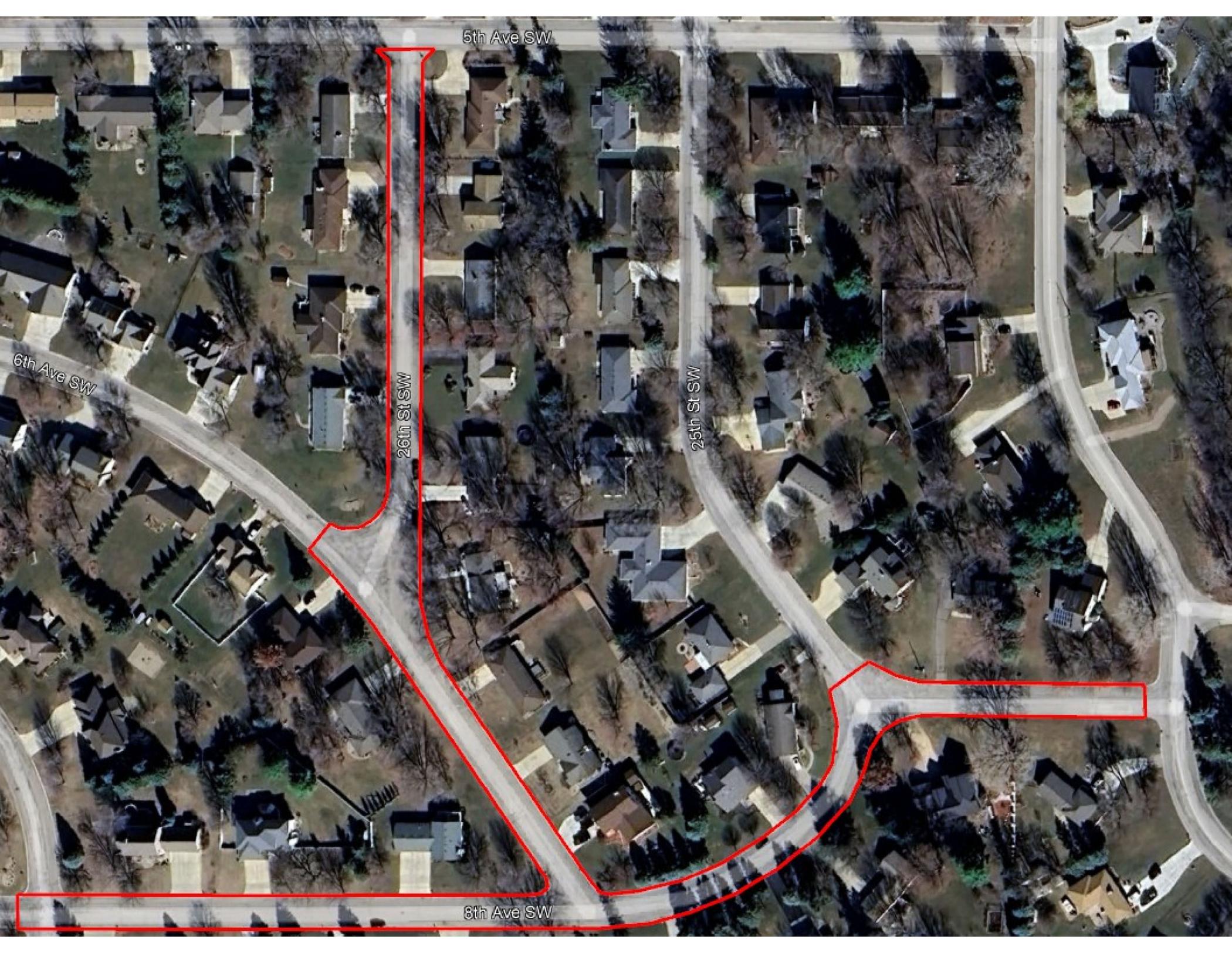
Assistant City Engineer

ASorenson@ci.austin.mn.us

507-437-9950

Scan here to signup
for text alerts or visit
the City of Austin
construction website





5th Ave SW

6th Ave SW

26th St SW

25th St SW

8th Ave SW

RESOLUTION NO.

**RESOLUTION DECLARING COST TO BE ASSESSED
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT**

WHEREAS, the City Council has approved the project for 7th Avenue SW (24th Street SW to 8th Avenue SW), 8th Avenue SW (7th Avenue SW to 27th Street SW), and 26th Street SW (5th Avenue SW to 8th Avenue SW)

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF AUSTIN, MINNESOTA:**

1. The portion of the cost to be assessed against the benefited property owners is declared to be \$130,000.
2. Assessments shall be payable in equal annual principal installments extending over a period of fifteen (15) years, the first of the installments to be payable on or before the first Monday in January, 2027, and shall bear interest at the rate of 5.357% per annum from November 1st, 2026.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the City Clerk's Office for public inspection.
4. The City Clerk shall upon completion of such proposed assessment, notify the Council thereof.

Passed by the Austin City Council this 16th day of March, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

RESOLUTION NO.

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed on all objections to the proposed assessment for the following local improvement:

- 7th Avenue SW (24th Street SW to 8th Avenue SW)
- 8th Avenue SW (7th Avenue SW to 27th Street SW)
- 26th Street SW (5th Avenue SW to 8th Avenue SW)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, MINNESOTA:

1. Such proposed assessment, a copy which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement and the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual principal installments extending over fifteen (15) years, the first of the installments to be payable on the first Monday in January 2027 and shall bear interest at the rate of 5.357 percent per annum. The first installment shall be added interest on the entire assessment from November 1, 2026 until December 31, 2027. To each subsequent installment when due shall be added interest one (1) year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, except that no interest shall be charged if the entire assessment is paid by October 31st of the assessing year. The remaining principal balance may be paid at any time to the City Clerk with interest accrued to December 31st of the payment year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax list of the County and such assessment shall be collected and paid over the same manner as other municipal taxes.

Passed by the Austin City Council this 16th day of March, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

61 Extra Days
Fund -
Code:

Street Sidewalk Improvements
Project 26101

Resolution No.
Interest at 5.357% starting November 1, 2026
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.175.0530	DALE M & LORI SIEGFREID	N 34 FT OL 47, OL 48, & STRLY 27 FT OL 49- MEASURED W SIDE, ANGLE TO NE BK 453-579		CRESTWOOD HILLS 3RD	\$1,800.00
34.485.0040	LUKE H HOEPPNER	LOT 1	2	NOB HILL 1ST	\$1,277.04
34.485.0050	GERALD D & LENORA MALLORY	LOT 2	2	NOB HILL 1ST	\$0.00
34.485.0220	CORY R GONSALLUS	LOT 1	4	NOB HILL 1ST	\$441.84
34.485.0230	LYNDSEY L JOHNSON	LOT 2	4	NOB HILL 1ST	\$1,321.32
34.485.0240	PETER A KORFHAGE	LOT 3	4	NOB HILL 1ST	\$1,295.28
34.485.0250	ALVIN H & JANET H ECKMANN	LOT 4	4	NOB HILL 1ST	\$1,200.00
34.485.0260	ROBERT E & SHARON HUFFMAN	LOT 5	4	NOB HILL 1ST	\$1,200.00
34.485.0270	SHALANE A & ROBERT C HICKS	LOT 6	4	NOB HILL 1ST	\$2,069.04
34.485.0280	JOHN B & TIFFANY E ARETT	LOT 7	4	NOB HILL 1ST	\$1,440.00
34.485.0290	JEROME D & NANCY ULWELLING	LOT 8	4	NOB HILL 1ST	\$1,200.00
34.485.0300	JAIME HERNANDEZ	LOT 9	4	NOB HILL 1ST	\$1,200.00

61 Extra Days
Fund -
Code:

Street Sidewalk Improvements
Project 26101

Resolution No.
Interest at 5.357% starting November 1, 2026
15 years

PIN	Property Owner	Legal Description	Block	Addition	Total
34.485.0310	JEFFREY P & TESA K HORSTMANN	LOT 10	4	NOB HILL 1ST	\$1,200.00
34.485.0320	NORMAN SLINDEE A/K/A N.E. SLINDEE REVOCABLE FAMILY TRUST	LOT 11	4	NOB HILL 1ST	\$0.00
34.490.0470	SALVATION ARMY	LOT 1	5	NOB HILL 2ND	\$0.00
34.490.0480	RICHARD L & KAAREN C WUERTZ	LOT 2	5	NOB HILL 2ND	\$1,368.00
34.490.0490	OBANG ONGACH	LOT 3	5	NOB HILL 2ND	\$1,500.00
34.490.0500	CHASE TALLMAN WYNIA	LOT 4	5	NOB HILL 2ND	\$1,915.68
34.490.0450	EMILY J & TROY M MILLER	LOT 24	4	NOB HILL 2ND	\$1,380.00
34.485.0440	MICHAEL G BIEDERMANN	LOT 2	6	NOB HILL 1ST	\$1,916.04
34.485.0430	DUANE & AMY LONERGAN	LOT 1	6	NOB HILL 1ST	\$2,103.00
34.490.0220	MARK A WALKUP	LOT 1 & E1/2 LOT 2	4	NOB HILL 2ND	\$2,040.00
34.490.0230	ADAM J & ANN M HOUCK	W1/2 LOT 2 & LOT 3	4	NOB HILL 2ND	\$1,620.00
34.490.0030	TONY S & KARLA J MULLER	LOT 3	1	NOB HILL 2ND	\$1,440.00

61 Extra Days
Fund -
Code:

Street Sidewalk Improvements
Project 26101

Resolution No.
Interest at 5.357% starting November 1, 2026
15 years

PIN	Property Owner	Legal Description	Block	Addition	Total
34.490.0020	CHARLES G & ANN K SKJEVELAND	LOT 2	1	NOB HILL 2ND	\$1,320.00
34.490.0010	MARY L BOLLUM REVOCABLE TRUST	LOT 1	1	NOB HILL 2ND	\$1,320.00
34.485.0210	LARRY M BAKKEN	LOT 6	3	NOB HILL 1ST	\$1,500.00
34.485.0200	MICHAEL D & JANET LOCKIE	LOT 5	3	NOB HILL 1ST	\$1,500.00
34.485.0190	ALAN P & ANGELA L REED	LOT 4	3	NOB HILL 1ST	\$1,673.28
34.485.0180	MICHAEL & LYNNETTE BARTESCH	LOT 3	3	NOB HILL 1ST	\$1,380.00
34.485.0170	GREGORY A & KAREN THORSHEIM	LOT 2	3	NOB HILL 1ST	\$1,419.48
34.485.0160	JEANNE F SHEEHAN REVOCABLE LIVING TRUST	LOT 1	3	NOB HILL 1ST	\$1,314.48
34.175.0520	TODD A & MARIA M MICKELSON	OUT LOT 46		CRESTWOOD HILLS 3RD	\$1,408.80
				TOTAL	\$43,763.28

9th Avenue NW (from 11th St NW to 14th St NW)

Project Scope

Below is the general order of construction on the project:

- Removal of the existing asphalt pavement and curb & gutter
- Sanitary manhole & sewer replacement
- Austin Utilities replacement of water main and services
- Storm sewer replacement
- Roadway excavation
- Installation of drain tile and sump pump service stub outs
- Place new aggregate base in the street
- Remove and replace existing deficient sidewalk
- Construct pedestrian ramps where sidewalks meet the street
- Pour new concrete curb & gutter
- Driveway apron replacements
- Asphalt paving – 1st lift in 2026, 2nd lift in Spring/Summer 2027
- Boulevard restoration



Project Schedule and Phasing

- Bid Project in March

Phase	Estimated Start	Estimated Completion
9 th Avenue NE	Mid-June 2026	September 2026

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments, Local Tax Levy	\$485,000
Storm Sewer Improvements	Stormwater Utility Fees	\$70,000
Sanitary Sewer Improvements	Wastewater Treatment Utility Fees	\$270,000
	Total	\$825,000

Project Updates

Once work begins, weekly project updates are posted on the City of Austin construction website and via text message.

<https://www.ci.austin.mn.us/public-works/city-construction-projects>

For any other questions please contact:

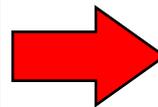
Andrew Sorenson, PE

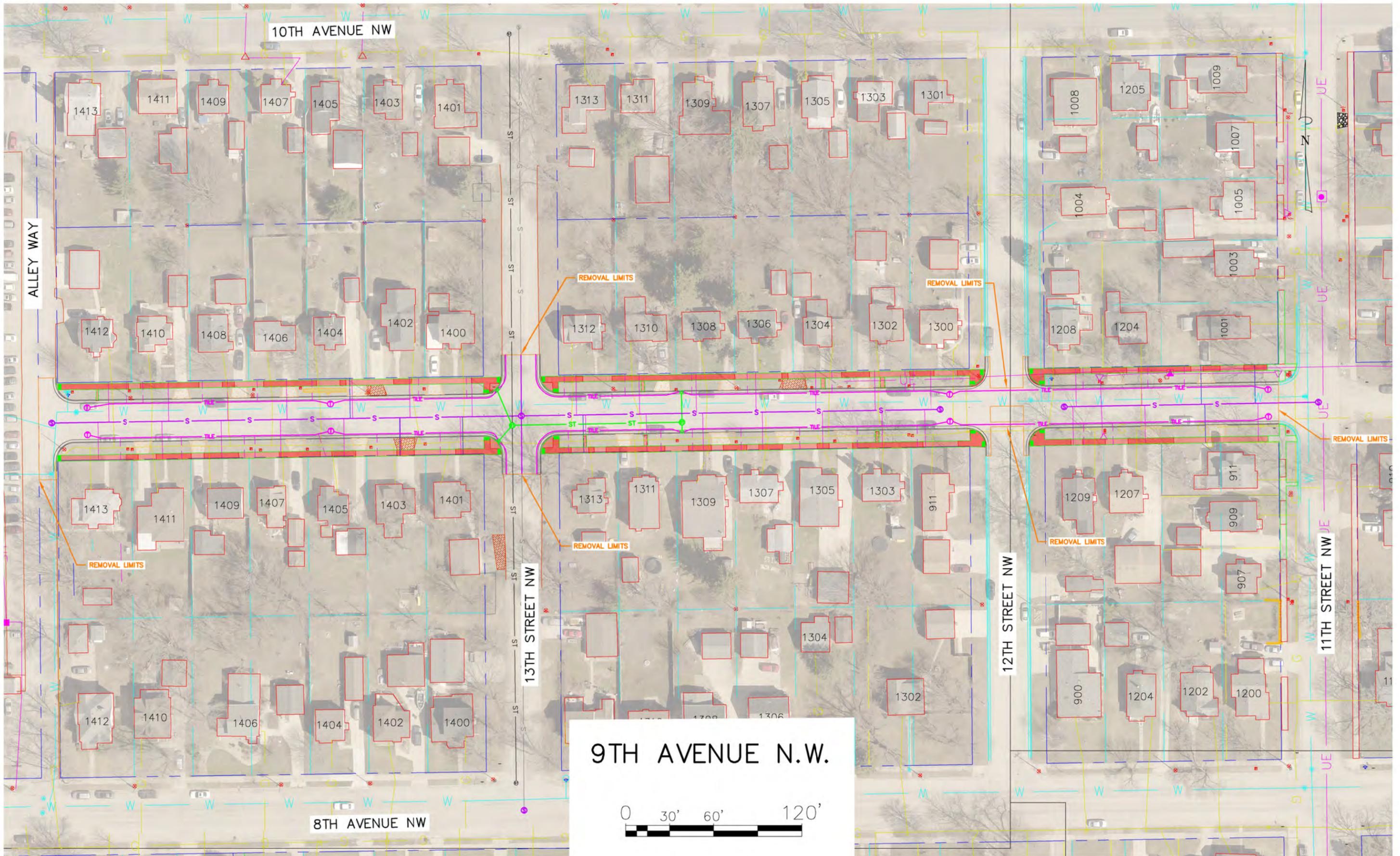
Assistant City Engineer

ASorenson@ci.austin.mn.us

507-437-9950

Scan here to signup
for text alerts or visit
the City of Austin
construction website





10TH AVENUE NW

ALLEY WAY

13TH STREET NW

12TH STREET NW

11TH STREET NW

9TH AVENUE N.W.

8TH AVENUE NW

REMOVAL LIMITS

REMOVAL LIMITS

REMOVAL LIMITS

REMOVAL LIMITS

REMOVAL LIMITS

REMOVAL LIMITS



RESOLUTION NO.

**RESOLUTION DECLARING COST TO BE ASSESSED
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT**

WHEREAS, the City Council has approved the project for 9th Avenue NW (11th Street NW to 14th Street NW)

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF AUSTIN, MINNESOTA:**

1. The portion of the cost to be assessed against the benefited property owners is declared to be \$825,000.
2. Assessments shall be payable in equal annual principal installments extending over a period of fifteen (15) years, the first of the installments to be payable on or before the first Monday in January, 2027, and shall bear interest at the rate of 5.357% per annum from November 1st, 2026.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the City Clerk's Office for public inspection.
4. The City Clerk shall upon completion of such proposed assessment, notify the Council thereof.

Passed by the Austin City Council this 16th day of March, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

RESOLUTION NO.

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed on all objections to the proposed assessment for the following local improvement:

9th Avenue NW (11th Street NW to 14th Street NW)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, MINNESOTA:

1. Such proposed assessment, a copy which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement and the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual principal installments extending over fifteen (15) years, the first of the installments to be payable on the first Monday in January 2027 and shall bear interest at the rate of 5.357 percent per annum. The first installment shall be added interest on the entire assessment from November 1, 2026 until December 31, 2027. To each subsequent installment when due shall be added interest one (1) year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, except that no interest shall be charged if the entire assessment is paid by October 31st of the assessing year. The remaining principal balance may be paid at any time to the City Clerk with interest accrued to December 31st of the payment year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax list of the County and such assessment shall be collected and paid over the same manner as other municipal taxes.

Passed by the Austin City Council this 16th day of March, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

61 Extra Days
Fund -
Code:

Street Sidewalk Improvements
Project 26102

Resolution No.
Interest at 5.357% starting November 1, 2026
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.470.0150	CRAIG JOHN ANDERSON	LOT 1	3	NELSON 2ND	\$4,884.76
34.470.0160	RANDY KREBSBACH	LOT 2	3	NELSON 2ND	\$5,815.17
34.470.0170	TAYLOR JENKINS	LOT 3	3	NELSON 2ND	\$5,807.02
34.470.0180	THEODORE J JANNING	LOT 4	3	NELSON 2ND	\$6,037.03
34.470.0190	JARED J AND SUSAN A HEIMER	LOT 5	3	NELSON 2ND	\$5,815.17
34.470.0200	EVOLETT LOPEZ GONZALEZ	LOT 6	3	NELSON 2ND	\$6,120.98
34.470.0210	STEPHEN E & TAMARA J BLUM II	LOT 7	3	NELSON 2ND	\$5,815.17
34.470.0280	WILLIAM OLESON	LOT 1	4	NELSON 2ND	\$5,815.17
34.470.0290	OLIVER BRANDON LEE	LOT 2	4	NELSON 2ND	\$6,037.03
34.470.0300	ARON MCALISTER	LOT 3	4	NELSON 2ND	\$6,013.04
34.470.0310	ULWELLING PROPERTIES II LLC	LOT 4	4	NELSON 2ND	\$5,915.10
34.470.0320	WILLIAM C STAHL	LOT 5	4	NELSON 2ND	\$5,815.17

61 Extra Days
Fund -
Code:

Street Sidewalk Improvements
Project 26102

Resolution No.
Interest at 5.357% starting November 1, 2026
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.470.0330	PEDRO I & ELOISA RODRIGUEZ	LOT 6	4	NELSON 2ND	\$5,815.17
34.470.0340	DAVID A & KIMBERLY LAWSON	LOT 7	4	NELSON 2ND	\$2,132.43
34.285.0140	RYAN R BARNES	LOT 8	2	GOEBEL	\$2,129.87
34.285.0130	SCOTT R BECKER	LOT 7	2	GOEBEL	\$6,102.00
34.285.0100	GAY HTOO & NAY KU	N45FT LOTS 5 & 6	2	GOEBEL	\$5,333.01
34.285.0150	CAROLAN HOMES LLC	LOT 1	3	GOEBEL	\$10,020.37
34.285.0240	KAREN R LANG	E1/2 LOTS 9 & 10	3	GOEBEL	\$6,022.89
34.285.0230	ADAM M HANSON	W1/2 LOTS 9 & 10	3	GOEBEL	\$2,129.87
34.470.0140	CATALINA AVILA	LOT 7	2	NELSON 2ND	\$2,129.44
34.470.0130	BRADLEY M MILLER	LOT 6	2	NELSON 2ND	\$6,015.04
34.470.0120	ALICIA ROJAS-ORTIZ	LOT 5	2	NELSON 2ND	\$5,815.17
34.470.0110	EBER ADONIA AYALA	LOT 4	2	NELSON 2ND	\$5,917.10

61 Extra Days
Fund -
Code:

Street Sidewalk Improvements
Project 26102

Resolution No.
Interest at 5.357% starting November 1, 2026
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition</u>	<u>Total</u>
34.470.0100	EBER ADONIA AYALA	LOT 3	2	NELSON 2ND	\$6,043.02
34.470.0090	DARWIN L & KARLA SELLERS	LOT 2	2	NELSON 2ND	\$5,999.05
34.470.0080	BARBARA MELLEN	LOT 1	2	NELSON 2ND	\$5,815.17
34.470.0070	PO LAY WAH & BAW R HTOO	LOT 7	1	NELSON 2ND	\$5,815.17
34.470.0060	RANDALL L MAYS	LOT 6	1	NELSON 2ND	\$5,815.17
34.470.0050	IRMA JASMINE VALLADARES	LOT 5	1	NELSON 2ND	\$5,815.17
34.470.0040	ASHLEY SANDEN	LOT 4	1	NELSON 2ND	\$6,013.04
34.470.0030	MARTHA VAZQUEZ DE ARIZPE	LOT 3	1	NELSON 2ND	\$5,919.10
34.470.0020	HAU NGUYEN	LOT 2	1	NELSON 2ND	\$6,060.86
34.470.0010	HANNAH P STONE	LOT 1	1	NELSON 2ND	\$7,369.82
				TOTAL	\$190,118.74

5th Street NW (from 12th Ave NW to 15th Ave NW) 7th Street NW (from 13th Ave NW to 15th Ave NW)

Project Scope

Below is the general order of construction on the project:

- Removal of the existing asphalt pavement and curb & gutter
- Sanitary manhole replacement
- Austin Utilities replacement of water main and services
- Storm sewer replacement
- Roadway excavation
- Installation of drain tile and sump pump service stub outs
- Place new aggregate base in the street
- Remove and replace existing deficient sidewalk
- Construct pedestrian ramps where sidewalks meet the street
- Pour new concrete curb & gutter
- Driveway apron replacements
- Asphalt paving – 1st lift in 2026, 2nd lift in Spring/Summer 2027
- Boulevard restoration



Project Schedule and Phasing

- Bid Project in March

Phase	Estimated Start	Estimated Completion
Phase 1 – 5 th Street NW, 13 th to 15 th Ave	July 2026	August 2026
Phase 2 – 7 th Street NW & 5 th Street NE, 12 th to 13 th Ave	August 2026	October 2026

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments, Local Tax Levy	\$695,000
Storm Sewer Improvements	Stormwater Utility Fees	\$50,000
Sanitary Sewer Improvements	Wastewater Treatment Utility Fees	\$355,000
	Total	\$1,100,000

Project Updates

Once work begins, weekly project updates are posted on the City of Austin construction website and via text message.

<https://www.ci.austin.mn.us/public-works/city-construction-projects>

For any other questions please contact:

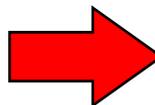
Andrew Sorenson, PE

Assistant City Engineer

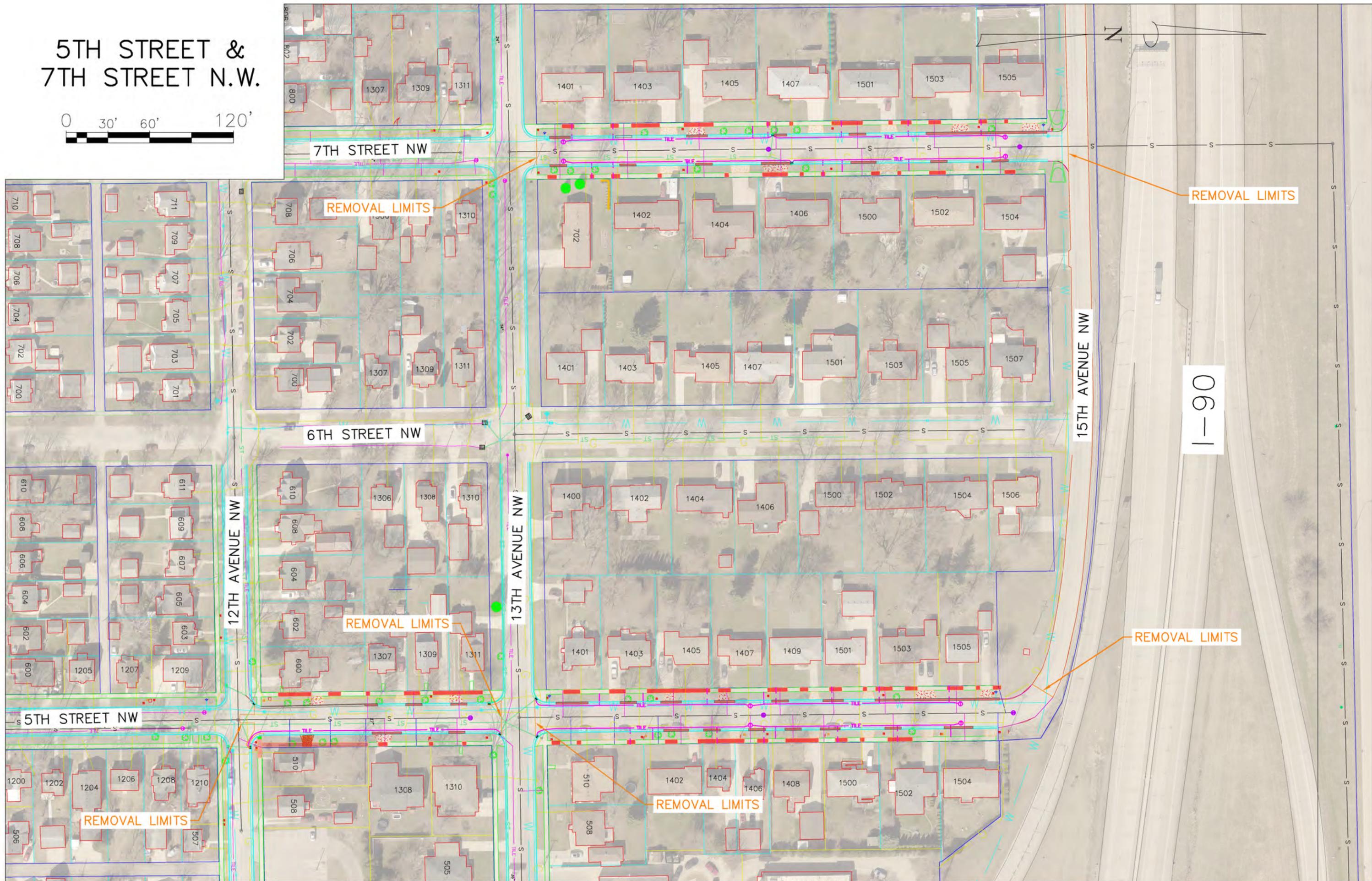
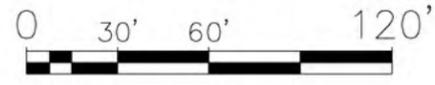
ASorenson@ci.austin.mn.us

507-437-9950

Scan here to signup for text alerts or visit the City of Austin construction website



5TH STREET & 7TH STREET N.W.



7TH STREET NW

6TH STREET NW

5TH STREET NW

12TH AVENUE NW

13TH AVENUE NW

15TH AVENUE NW

REMOVAL LIMITS

REMOVAL LIMITS

REMOVAL LIMITS

REMOVAL LIMITS

REMOVAL LIMITS

REMOVAL LIMITS

1-90

RESOLUTION NO.

**RESOLUTION DECLARING COST TO BE ASSESSED
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT**

WHEREAS, the City Council has approved the project for 5th Street NW (12th Avenue NW to 15th Avenue NW) and 7th Street NW (13th Avenue NW to 15th Avenue NW)

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF AUSTIN, MINNESOTA:**

1. The portion of the cost to be assessed against the benefited property owners is declared to be \$1,100,000.
2. Assessments shall be payable in equal annual principal installments extending over a period of fifteen (15) years, the first of the installments to be payable on or before the first Monday in January, 2027, and shall bear interest at the rate of 5.357% per annum from November 1st, 2026.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the City Clerk's Office for public inspection.
4. The City Clerk shall upon completion of such proposed assessment, notify the Council thereof.

Passed by the Austin City Council this 16th day of March, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

RESOLUTION NO.

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed on all objections to the proposed assessment for the following local improvement:

5th Street NW (12th Avenue NW to 15th Avenue NW) and 7th Street NW
(13th Avenue NW to 15th Avenue NW)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, MINNESOTA:

1. Such proposed assessment, a copy which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement and the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual principal installments extending over fifteen (15) years, the first of the installments to be payable on the first Monday in January 2027 and shall bear interest at the rate of 5.357 percent per annum. The first installment shall be added interest on the entire assessment from November 1, 2026 until December 31, 2027. To each subsequent installment when due shall be added interest one (1) year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, except that no interest shall be charged if the entire assessment is paid by October 31st of the assessing year. The remaining principal balance may be paid at any time to the City Clerk with interest accrued to December 31st of the payment year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax list of the County and such assessment shall be collected and paid over the same manner as other municipal taxes.

Passed by the Austin City Council this 16th day of March, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

61 Extra Days
Fund -
Code:

Street Sidewalk Improvements
Project 26103

Resolution No.
Interest at 5.357% starting November 1, 2026
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition/Section</u>	<u>Total</u>
34.900.0080	JOE L ORTEGA	S148.5FT W49.5FT E330FT N1/2 SW1/4, EXC W4FT & EXC S22FT		34-103-18	\$2,937.50
34.900.0250	MARIA DEL ROSARIO VARGAS	.19AC N1/2 SW1/4 BK 225-366		34-103-18	\$6,266.25
34.900.0240	GARY JACOBSON	.19AC N1/2 SW1/4 BK 253-510		34-103-18	\$341.12
34.120.0140	OSCAR AND SANDRA TALAMANTES	LOT 13	1	CARLOTTO	\$2,684.88
34.120.0130	BU REH & SUE MEH	W127FT LOT 12	1	CARLOTTO	\$6,078.22
34.120.0110	FINLEY PROPERTIES, LLC	LOT 11	1	CARLOTTO	\$4,795.85
34.120.0100	PAIGE A GOETZ	LOT 10	1	CARLOTTO	\$4,083.76
34.120.0060	VIRGINIA M BERG	S66FT W128FT LOT 5	1	CARLOTTO	\$6,765.72
34.120.0070	CAPGROW HOLDINGS JV SUB VI LLC	N66FT W128FT LOT 5	1	CARLOTTO	\$5,825.50
34.120.0090	DAVID & CHERYL KLUG	LOT 9 EXC E15.6FT	1	CARLOTTO	\$6,589.81
34.120.0080	PRISCILLA JANE DANIEL	LOT 8 EXC HWY	1	CARLOTTO	\$5,302.08
34.120.0230	DOUGLAS A CHAPEK	N70FT LOT 8	2	CARLOTTO	\$6,657.78
34.120.0220	JOSHUA J KVAM	LOT 7 & S2FT LOT 8	2	CARLOTTO	\$6,836.47

61 Extra Days
Fund -
Code:

Street Sidewalk Improvements
Project 26103

Resolution No.
Interest at 5.357% starting November 1, 2026
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition/Section</u>	<u>Total</u>
34.120.0210	GLENN NEWMAN	LOT 6	2	CARLOTTO	\$5,929.42
34.120.0200	TA YAW PAY & BEH MEH	LOT 5	2	CARLOTTO	\$6,299.26
34.120.0190	RANDE G KELLY	LOT 4	2	CARLOTTO	\$5,809.23
34.120.0180	LOUISE M CLENNON	LOT 3	2	CARLOTTO	\$7,886.80
34.120.0170	AILENE PALANOG	LOT 2	2	CARLOTTO	\$6,022.69
34.120.0160	MICHELLE E HOLT	LOT 1	2	CARLOTTO	\$878.38
34.350.0080	ROBERT L HANEY	LOT 8	1	J D KENEVAN	\$852.80
34.350.0070	JESSE D SORENSON	LOT 7	1	J D KENEVAN	\$4,908.06
34.350.0060	CHARLES DURHAM	LOT 6	1	J D KENEVAN	\$4,180.71
34.350.0050	JOSHUA BROCKER	LOT 5	1	J D KENEVAN	\$5,807.87
34.125.0070	HAI NGUYEN	LOT 15	3	CARLOTTO 2ND	\$682.24
34.125.0060	VERONICA SEBASTIAN PEDRO	LOT 14	3	CARLOTTO 2ND	\$7,253.23
34.125.0050	KIRIJON ALIM	LOT 13	3	CARLOTTO 2ND	\$6,702.79

61 Extra Days
Fund -
Code:

Street Sidewalk Improvements
Project 26103

Resolution No.
Interest at 5.357% starting November 1, 2026
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Addition/Section</u>	<u>Total</u>
34.125.0040	CAPGROW HOLDINGS JV SUB VI LLC	LOT 12	3	CARLOTTO 2ND	\$8,178.80
34.125.0030	ANGELA J PERRY	LOT 11	3	CARLOTTO 2ND	\$7,154.77
34.125.0020	LONNIE R DELANEY	LOT 10	3	CARLOTTO 2ND	\$7,333.86
34.125.0010	JENNIFER P JOHNSON	LOT 9	3	CARLOTTO 2ND	\$6,331.34
34.125.0140	NESTOR CASTRO	LOT 7	4	CARLOTTO 2ND	\$6,657.73
34.125.0130	ABARIM REAL ESTATE GROUP INC	LOT 6	4	CARLOTTO 2ND	\$7,466.04
34.125.0120	DEBRA J KAHLER	LOT 5	4	CARLOTTO 2ND	\$8,621.19
34.125.0110	JANET J LEES	LOT 4	4	CARLOTTO 2ND	\$6,911.72
34.125.0100	LISA J & SCOTT A BELLRICHARD	LOT 3	4	CARLOTTO 2ND	\$6,924.52
34.125.0090	MARY E MORGAN	LOT 2	4	CARLOTTO 2ND	\$8,355.74
34.125.0080	JIMMY L DRAKE	LOT 1	4	CARLOTTO 2ND	\$639.60
					\$202,953.73

14th Street NW (8th Ave NW to 15th Ave NW)

Project Scope

Below is the general order of construction on the project:

- Mill off top 2.0" of existing asphalt pavement
- Full-depth spot repairs on asphalt pavement
- Sanitary sewer and structure replacements near 8th Ave
- Sidewalk and pedestrian ramp replacement
- Asphalt paving
- Boulevard restoration



Project Schedule and Phasing

- Bid Project in March

Phase	Start Date	Estimated Completion
14 th Street NW	September 2026	September 2026

Project Costs

Category	Funding Source	Estimated Cost
Street Improvements	Assessments, Local Tax Levy	\$275,000
Sanitary Sewer Improvements	Wastewater Treatment Utility Fees	\$25,000
		\$300,000

Project Updates

Once work begins, weekly project updates are posted on the City of Austin construction website and via text message.

<https://www.ci.austin.mn.us/public-works/city-construction-projects>

For any other questions please contact:

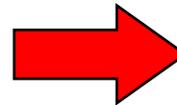
Andrew Sorenson, PE

Assistant City Engineer

ASorenson@ci.austin.mn.us

507-437-9950

Scan here to sign up
for text alerts or visit
the City of Austin
Construction website





RIVERLAND
COMMUNITY COLLEGE

2026 MNDOT
I-90 BRIDGE CONSTRUCTION LIMITS

14th STREET
MILL & OVERLAY AREA

CONSTRUCTION LIMITS

CONSTRUCTION LIMITS

14TH STREET NW

CONSTRUCTION LIMITS

CONSTRUCTION LIMITS

CONSTRUCTION LIMITS

CONSTRUCTION LIMITS

8TH AVE NW

8TH AVE NW

9TH AVE NW

10TH AVE NW

11TH AVE NW

12TH AVE NW

KWIK TRIP

ANKENY'S
MINI
MART

MCDONALDS

13TH STREET NW

14TH STREET NW MILL & OVERLAY



RESOLUTION NO.

**RESOLUTION DECLARING COST TO BE ASSESSED
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT**

WHEREAS, the City Council has approved the project for 14th Street NW (8th Avenue NW to 15th Avenue NW)

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF AUSTIN, MINNESOTA:**

1. The portion of the cost to be assessed against the benefited property owners is declared to be \$300,000.
2. Assessments shall be payable in equal annual principal installments extending over a period of fifteen (15) years, the first of the installments to be payable on or before the first Monday in January, 2027, and shall bear interest at the rate of 5.357% per annum from November 1st, 2026.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the City Clerk's Office for public inspection.
4. The City Clerk shall upon completion of such proposed assessment, notify the Council thereof.

Passed by the Austin City Council this 16th day of March, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

RESOLUTION NO.

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed on all objections to the proposed assessment for the following local improvement:

14th Street NW (8th Avenue NW to 15th Avenue NW)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, MINNESOTA:

1. Such proposed assessment, a copy which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement and the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual principal installments extending over fifteen (15) years, the first of the installments to be payable on the first Monday in January 2027 and shall bear interest at the rate of 5.357 percent per annum. The first installment shall be added interest on the entire assessment from November 1, 2026 until December 31, 2027. To each subsequent installment when due shall be added interest one (1) year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, except that no interest shall be charged if the entire assessment is paid by October 31st of the assessing year. The remaining principal balance may be paid at any time to the City Clerk with interest accrued to December 31st of the payment year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax list of the County and such assessment shall be collected and paid over the same manner as other municipal taxes.

Passed by the Austin City Council this 16th day of March, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

61 Extra Days
Fund -
Code:

Street Sidewalk Improvements
Project 26104

Resolution No.
Interest at 5.357% starting November 1, 2026
15 years

<u>PIN</u>	<u>Property Owner</u>	<u>Legal Description</u>	<u>Block</u>	<u>Section/Addition</u>	<u>Total</u>
34.895.0030	RST HOLDINGS V AUSTIN LLC	2.4 AC E1/2 SE1/4 E 14TH ST NW, N 8TH AVE NW, S 10TH AVE NW		33 103 18	\$17,822.80
34.895.0031	RST HOLDINGS V AUSTIN LLC	2.4 AC E1/2 SE1/4 E 14TH ST NW, N 10TH AVE NW, S 12TH AVE NW BK 328-216 2.4		33 103 18	\$19,516.01
34.008.0020	CONVENIENCE STORE INVESTMENTS	LOT 2 & S170.3FT LOT 3	1	AUSTIN COMMERICAL CENTER	\$3,776.80
34.008.0010	MICHAEL L & PATRICIA ANKENY	LOT 1 & ADJ N10FT; N107FT LOT 3; & LOT 4 EXC N130FT	1	AUSTIN COMMERICAL CENTER	\$2,672.80
34.895.0010	ST OF MN-ST BD OF COMM COLLEGE	E1/2 SE1/4 W OF 14TH ST, EXC 1.1 AC NE COR COLLEGE LAND		33 103 18	\$26,793.96
				Total	\$70,582.37

City of Austin
Jason Sehon, Director
Parks, Recreation & Forestry
507-433-1881
jsehon@ci.austin.mn.us



500 Fourth Avenue NE
Austin, Minnesota 55912-3773
Phone: 507-437-9940
www.ci.austin.mn.us

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Jason Sehon, Director of Parks, Recreation & Forestry 

DATE: March 16, 2026

SUBJECT: Consider Awarding Bid for Pickleball Court Construction at Rotary Centennial Park

At the March 2, 2026 City Council Work Session, staff presented to Council information regarding the February 24 public bid opening for the construction of pickleball courts at Rotary Centennial Park.

After discussion, Council asked staff to present a bid award at the March 16, 2026 meeting to include the construction of (8) courts, and to consider potential cost savings by removing certain court amenities if possible.

Council also requested staff seek a recommendation from the Parks, Recreation & Forestry Board, which had already been placed on its agenda for the March 4, 2026 meeting.

Background/Overview:

Staff worked with Larson Engineering, Inc. to complete the design and facilitate the bidding process for the construction of pickleball courts at Rotary Centennial Park.

Throughout the process, staff also coordinated with the City of Austin Engineering team and the Austin Minnesota Area Pickleball Association (AMAPA).

It is important and there are cost savings associated with including construction of the ADA accessible west sidewalk within the scope of the project scheduled for this summer. The same applies with the installation of the parking lot addition to be located

northeast of the courts. Staff recommends these amenities be included with the construction this summer.

Other court amenities such as shade, benches, tables, drinking fountains and lighting are considered as Phase II for the project. Funding for these additions are anticipated to come from ongoing AMAPA fundraising efforts, grant opportunities or future City budget considerations.

All initial project-related costs must be accounted for within the overall project budget. A detailed breakdown of these expenses is provided in the construction considerations sections below:

Construction of 8 courts:

Base bid	\$482,589	Within bid award
West ADA Sidewalk	\$15,866	Within bid award
Black Vinyl Fencing	\$9,100	Within bid award
Construction Inspection	\$12,000	Other project related expense
Construction Testing	\$14,000	Other project related expense
Compensatory Storage	\$0 (local donation)	Other project related expense
Parking Lot Materials	\$15,000	Other project related expense
Design Engineering	\$32,000	Other project related expense
Contingency Fund	\$9,445	Contingency Funds
Total:	\$590,000	

The low bid received for the construction of eight (8) courts exceeds the Engineer’s Cost Estimate, resulting in a funding shortfall of \$90,000.

The AMAPA Board has recently approved an increase to their cash contribution for the project in the amount of \$10,000, reducing the remaining funding shortfall to **\$80,000**.

Please see revised project budget below:

Project Funding:

City of Austin (Building Fund):	\$150,000
The Hormel Foundation:	\$250,000
AMAPA:	<u>\$110,000</u>
Total:	\$510,000

Parks, Recreation & Forestry Board:

The Parks, Recreation & Forestry Board voted unanimously to recommend City Council award bid for the construction of (8) courts and postpone other amenities as necessary to ensure the completion of the project.

Additionally, the Board provided feedback for staff to explore reallocating existing funds from the Parks and Recreation 2026 CIP Budget to support other court-related amenities to ensure project completion.

Staff propose using the following funding sources to make up for the funding shortfall of \$80,000:

Funding Source:	Pickleball Court Project:	Amount:
ADA Walkways (2026 CIP)	Install West ADA Sidewalk	\$15,866
Misc Roads & Trail Maint (2026 CIP)	Parking Lot Materials	\$15,000
Playground Improvements (2026 CIP)	General Reduction	\$19,134
City Building Fund	General Reduction	\$30,000
	Subtotal:	\$80,000

Attachments:

1. Contractor Recommendation Letter
2. Bid Tabulation
3. Court Design
4. Court layout – Aerial View

Staff Recommendations:

1. Staff recommends the bid be awarded to low bidder Ulland Brothers, Inc for a total contract amount of **\$507,555.50**:
 - Base Bid plus Bid Alt #1: 8 courts (\$482,589.10)
 - Bid Alt #2: West Sidewalk (\$15,866.40)
 - Bid Alt #3B: Black Vinyl-coated fencing (\$9,100)
2. Staff recommends Council approve a budget amendment **in the amount of \$30,000** from the Building Fund to fund project related expenses.
3. Staff Recommends Council approve reallocation of the following 2026 Budgeted CIP funds **in the amount of \$50,000** to cover the remaining project related expenses. Please see below:

<u>2026 CIP Budget:</u>	<u>Reallocate funds for:</u>	
ADA Walkways	Install West Sidewalk for pickleball courts	\$15,866
Misc Roads & Trail Maint.	Parking lot materials for pickleball courts	\$15,000
Playground Improvements	Help cover funding shortfall	<u>\$19,134</u>
	Total:	\$50,000

Please let me know if you have any questions.

Larson Engineering, Inc.
3524 Labore Road
White Bear Lake, MN 55110-5126
651.481.9120 Fax: 651.481.9201
www.larsonengr.com



March 6, 2026

Jason Sehon
City of Austin - Park, Recreation & Forestry
500 Fourth Ave NE
Austin, MN, 55912

Re: Contractor Recommendation - Ulland Brothers
Pickleball Court Construction
Austin, MN
LEMN Project No: 12256121.000

Dear Jason,

Based upon our review of the bid results for the above referenced project, we recommend the apparent low bidder, Ulland Brothers, Inc, be awarded the contract for the 2026 Pickleball Court Construction project. The recommended contract award is for 6-court Base Bid (\$398,702.00) plus additional 2-court alternate 1 (\$83,887.10) plus black vinyl-coated fencing upgrade alternates 3A and 3B (\$9,100) for a total contract amount \$491,689.10.

Bid Alternate 2 is recommended for rejection.

We have personal experience working with Ulland Brothers and have found their overall performance, workmanship, scheduling, and quality control to be satisfactory.

The bid tabulation is enclosed for reference.

If you have any questions, please do not hesitate to contact our office.

Sincerely,
Larson Engineering, Inc.

Eric G. Meyer, PE
Project Manager

Austin 2026 Pickleball Courts (#10051831)

Owner: Austin MN, City of

Solicitor: Larson Engineering

02/24/2026 02:00 PM CST

			Ulland Brothers Inc.	Rochester Sand & Gravel, A Div. of Mathy Const. Co	WEB Construction, Inc.	Duininck, Inc.	Tarkett Sports Construction - Central, LLC	Pember Companies, Inc.	Urban Companies
Base Bid									
	Base Bid: Austin Pickleball Courts - Six (6) Courts	LS	\$398,702.00	\$412,511.29	\$413,317.00	\$435,795.00	\$508,560.00	\$522,670.00	\$869,000.00
Bid Alternates									
	Bid Alt #1: Two (2) Additional Courts	LS	\$83,887.10	\$95,995.56	\$102,973.00	\$105,641.00	\$130,850.00	\$129,000.00	\$261,000.00
	Bid Alt #2: West Sidewalk	LS	\$15,866.40	\$20,525.86	\$16,902.00	\$10,100.00	\$9,400.00	\$11,425.00	\$30,000.00
	Bid Alt #3A: Black Vinyl Fencing - Six (6) Courts	LS	\$7,000.00	\$7,076.94	\$7,643.00	\$11,478.00	\$4,690.00	\$7,480.00	\$10,000.00
	Bid Alt #3B: Black Vinyl Fencing - Two (2) Add'l Courts	LS	\$2,100.00	\$2,122.98	\$2,292.00	\$2,295.00	\$15,940.00	\$1,800.00	\$20,000.00
Unit Prices									
	Unit Price One: Addition or reduction of excavating existing topsoil or unsuitable materials and hauling off site.	Cu Yd	\$12.00	\$22.99	\$33.00	\$22.00	\$26.00	\$13.50	\$30.00
	Unit Price Two: Addition or reduction of importing and compacting new select granular on site.	Cu Yd	\$14.50	\$44.21	\$44.00	\$48.00	\$23.00	\$56.75	\$45.00
	Unit Price Three: Addition or reduction of constructing new 4" concrete sidewalk over 6" aggregate base.	Sq Ft	\$10.00	\$14.90	\$15.50	\$8.50	\$9.00	\$8.80	\$14.00



EXISTING PLAYGROUND

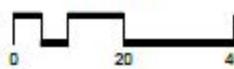
BENCH

EXISTING BLDG

100-YR BFE = 1191.36
APPROX. PER FEMA MAPS



NORTH





SYMBOL LEGEND

-  NEW POST-TENSION CONCRETE W/COLOR COATING
SEE DETAIL X/C500
-  NEW REINFORCED CONCRETE SPECTATOR AREA
SEE DETAIL X/C500
-  NEW CONCRETE SIDEWALK
SEE DETAIL X/C500
-  NEW FENCING
SEE KEYNOTES FOR SIZE & TYPE

NOTE: CONCRETE JOINTS WHERE SHOWN ARE FOR GENERAL REFERENCE TO DIFFERENTIATE PAVEMENT TYPES. ACTUAL JOINTS SHALL BE CONSTRUCTED PER PROJECT SPECIFICATIONS.

KEY NOTES

- 1 NEW POST-TENSION CONCRETE W/COLOR COATING. SEE 1/C500
- 2 NEW REINFORCED CONCRETE SPECTATOR AREA. SEE 2/C500
- 3 NEW CONCRETE SIDEWALK. SEE 3/C500
- 4 NEW CHAIN LINK FENCING
BASE BID: GALVANIZED
BID ALTERNATE #1: BLACK VINYL
 - A: 4' DIVIDER FENCE. SEE X/CX
 - B: 6' SPECTATOR FENCE. SEE X/CX
 - C: 8' PERIMETER FENCE W/MAINTENANCE STRIP. SEE X/CX
- 5 NEW 4' SINGLE SWING GATE. SEE X/CX
- 6 NEW 10' DOUBLE SWING GATE. SEE X/CX
- 7 NEW NETS, NET POSTS, & TIE-DOWN ANCHORS. SEE X/CX
- 8 PICKLEBALL COURT STRIPING. SEE X/CX
- 9 NEW ELECTRICAL RECEPTACLE. SEE ELECTRICAL
- 10 NEW DRINKING FOUNTAIN W/BOTTLE FILLER (APPROX. LOCATION)

Larson Engineering, Inc.
 3528 Labore Road
 White Bear Lake, MN 55110
 651.481.9120
 www.larsonengr.com

CITY OF AUSTIN
 500 FOURTH AVENUE NE
 AUSTIN, MN 55912

2026 PICKLEBALL COURTS
 AUSTIN, MN

PRELIMINARY NOT FOR CONSTRUCTION

I hereby certify that this plan, specifications or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Eric G. Meyer, P.E.
 Date: XX/XX/25 Lic. No.:

Rev.	Date	Description

Project #: 12256121.000
 Drawn By: SOM
 Checked By: SOM
 Issue Date: 01.XX.25
 Sheet Title:

SITE PLAN

Sheet:
C200

RESOLUTION NO.

AWARDING BID

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

Eight Pickleball Courts, West Sidewalk, and Black Vinyl-coated Fencing

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

			Ulland Brothers Inc.	Rochester Sand & Gravel, A Div. of Mathy Const. Co	WEB Construction, Inc.	Duininck, Inc.	Tarkett Sports Construction - Central, LLC	Pember Companies, Inc.	Urban Companies
Base Bid									
	Base Bid: Austin Pickleball Courts - Six (6) Courts	LS	\$398,702.00	\$412,511.29	\$413,317.00	\$435,795.00	\$508,560.00	\$522,670.00	\$869,000.00
Bid Alternates									
	Bid Alt #1: Two (2) Additional Courts	LS	\$83,887.10	\$95,995.56	\$102,973.00	\$105,641.00	\$130,850.00	\$129,000.00	\$261,000.00
	Bid Alt #2: West Sidewalk	LS	\$15,866.40	\$20,525.86	\$16,902.00	\$10,100.00	\$9,400.00	\$11,425.00	\$30,000.00
	Bid Alt #3A: Black Vinyl Fencing - Six (6) Courts	LS	\$7,000.00	\$7,076.94	\$7,643.00	\$11,478.00	\$4,690.00	\$7,480.00	\$10,000.00
	Bid Alt #3B: Black Vinyl Fencing - Two (2) Add'l Courts	LS	\$2,100.00	\$2,122.98	\$2,292.00	\$2,295.00	\$15,940.00	\$1,800.00	\$20,000.00
Unit Prices									
	Unit Price One: Addition or reduction of excavating existing topsoil or unsuitable materials and hauling off site.	Cu Yd	\$12.00	\$22.99	\$33.00	\$22.00	\$26.00	\$13.50	\$30.00
	Unit Price Two: Addition or reduction of importing and compacting new select granular on site.	Cu Yd	\$14.50	\$44.21	\$44.00	\$48.00	\$23.00	\$56.75	\$45.00
	Unit Price Three: Addition or reduction of constructing new 4" concrete sidewalk over 6" aggregate base.	Sq Ft	\$10.00	\$14.90	\$15.50	\$8.50	\$9.00	\$8.80	\$14.00

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

Eight Pickleball Courts, West Sidewalk, and Black Vinyl-coated Fencing

Passed by a vote of yeas and nays this 16th day of March, 2026.

Yeas

Nays

ATTEST:

APPROVED:

City Clerk

Mayor

Date: February 18, 2026

To: Mayor King and City Council

From: Tom Dankert, General Manager

Re: Austin Energy Station Ground Lease - City

https://austinutilities0-my.sharepoint.com/personal/tomd_austinutilities_com/documents/miscellaneous/2026/ground_lease_city-smmpa_aes.docx

Background:

SMMPA is in the process of planning for a new energy station at the former NE power plant location. In order to start the process with permits, etc. they need to have site control.

Action Taken:

Working with SMMPA, Alex Bumgardner and Craig Byram, the attached lease has been created and agreed to by SMMPA. Highlights of the lease include \$1 cost until our power sales contract expires (12/31/50). A fair market value lease would be determined in the event Austin Utilities was no longer a member of SMMPA in the future, otherwise the same \$1 would be in place.

While SMMPA owns most of their other generation facilities, staff brought up the concern of infrastructure in this area, hence the desire to just lease the site. Additionally, Austin Utilities was able to negotiate the fair market lease change in the event of non-membership with SMMPA. This was not in the originally proposed lease agreement by SMMPA.

Board Action Requested:

Approve the attached ordinance **approving the Ground Lease between Austin Utilities and SMMPA** document. Austin City Council is required to approve via ordinance per:

- Austin Charter 4.02 requires the Council pass an ordinance approving “any action which legally obligates the City of Austin, under contract or otherwise, for a period greater than five years.” The only exclusion to this is that the issuance of bonds or certificates of indebtedness can be passed by a simple resolution.

- Austin Charter 4.15 requires council approval (by 2/3 vote – 5 votes) for any sale, conveyance, or disposition of any real estate the City determines is not needed for municipal purposes. The City Council have previously interpreted this as including the conveyance of any interest in real property that would make that property unavailable for local public use.

Please contact me if you have any questions.

ORDINANCE NO.
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUSTIN
AUTHORIZING THE EXECUTION OF A GROUND LEASE BETWEEN
SOUTHERN MINNESOTA MUNICIPAL POWER AGENCY AND
AUSTIN UTILITIES, AUSTIN MINNESOTA

WHEREAS, the City of Austin (the “City”) is a municipal corporation of the State of Minnesota; and

WHEREAS, the City owns and operates Austin Utilities, a municipal utility, by and through its Austin Utilities Board of Commissioners; and

WHEREAS, Austin Utilities is authorized by the provisions of Chapter 10 of the City’s Charter to acquire, purchase, transport, store and manage supplies of electricity necessary to meet the requirements of the residential, commercial, and industrial customers served by such utility; and

WHEREAS, the City is a member of Southern Minnesota Municipal Power Agency (“SMMPA”), a municipal corporation and political subdivision of the State of Minnesota that supplies wholesale electricity to its members, including the City, pursuant to existing power sales contracts with its members, including the City; and

WHEREAS, pursuant to Section 10.01 of the Charter of the City, the Austin Utilities Board of Commissioners has the authority to execute and deliver contracts on behalf of the City of Austin related to its purpose and function under the Charter of the City; and

WHEREAS, a ground lease has been drafted for the purpose of leasing to SMMPA certain property in Austin, Minnesota owned by Austin Utilities for purposes of SMMPA’s development of an electric power generation plant thereon, whereby SMMPA can generate and supply additional electricity to support its current and future obligations to its members, including the City; and

WHEREAS, entering into a ground lease with SMMPA is beneficial to Austin Utilities, the City, and all the constituents that receive their utilities through Austin Utilities; and

WHEREAS, the Austin Utilities Board of Commissioners has considered this issue, approved the ground lease, and has requested the Council ratify and approve of the ground lease as required;

NOW, THEREFORE, be it hereby resolved that the City Council of the City hereby approves and ratifies the Austin Utilities Board of Commissioners’ approval of the ground lease with Southern Minnesota Municipal Power Agency with an initial term of fifty (50) years and with an option to extend for an additional period of fifty (50) years, and hereby authorizes Austin Utilities to enter into said ground lease in substantially the form attached hereto as **Exhibit A**, with such changes as Austin Utilities approve as necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof by Austin Utilities.

Passed by a vote of Yeas and Nays this _____ day of _____, 2026.

Yeas

Nays

APPROVED:

Stephen M. King, Mayor

ATTEST:

Brianna Wolf, City Clerk

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

EXHIBIT A

GROUND LEASE

[See Attached]

GROUND LEASE

This GROUND LEASE (this “**Lease**”) is made and entered into as of the _____ day of _____, 2026 (“**Effective Date**”) by and between Austin Utilities, a Minnesota municipal corporation (“**Lessor**”) and Southern Minnesota Municipal Power Agency, a municipal corporation and political subdivision of the State of Minnesota (“**Lessee**”). Each of Lessor and Lessee may be individually referred to as a “**Party**” and may be collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, Lessee intends to develop an electric power generation plant in Mower County, Minnesota (the “**Project**”); and

WHEREAS, Lessor is the owner of certain land located in Mower County, Minnesota and more specifically described in Exhibit A to this Lease (the “**Property**”); and

WHEREAS, Lessee intends to, *inter alia*, construct, erect, install, use, replace, store, repair, operate, remove, and make connections to, as well as all other ancillary activities normally associated with (collectively, the “**Contemplated Use**”) an electric power general plant including, without limitation, the following: transformers, power lines, transmission lines, interconnection and switching facilities, foundations, footings and concrete pads, towers, poles, cross-arms, guy lines, anchors, vaults, cabinets, conduit, fiber, cables, wires and other conductors, extensions of ground grid, control building monitoring systems, foundations for bus extension and air switches, fiber communications, main/utility control buildings, water lines, sanitary sewer lines, storm sewers, gas lines, gates and fences, as well as any and all other equipment that is commonly utilized in connection with electric power generation facilities (the “**Plant Facilities**”) as part of the Project; and

WHEREAS, Lessor and Lessee have been conferring and cooperating as to the most appropriate location for the Plant Facilities and have determined that the Plant Facilities are most appropriately located on that portion of the Property as depicted on Exhibit B to this Lease (the “**Premises**”); and

WHEREAS, Lessee requires sufficient real property rights on, over, under, above, and through, including without limitation the rights of ingress and egress to and from the Premises; and

WHEREAS, Lessor desires to provide Lessee with such property rights through this Lease.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual benefits to be derived herefrom, the mutual promises provided herein, One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

ARTICLE 1
LEASE OF PROPERTY

1.1. Lease. Lessor hereby grants, devises and leases to Lessee and Lessee hereby takes and leases from Lessor the Premises, which Premises shall include non-exclusive easement rights for ingress to and egress from the Premises, and easement rights for purposes of installing, maintaining, repairing and replacing utility lines and facilities as are or may be commonly required and utilized to operate and connect to the Plant Facilities for the Contemplated Use thereof.

1.2. Term; Due Diligence. The term of this Lease shall commence as of the Commencement Date (as hereinafter defined) and will terminate upon the date that is the 50th anniversary of the Commencement Date (the “**Expiration Date**”), such period being referred to herein as the “**Initial Term**”. The Commencement Date shall be the date on which Lessee delivers written notice to Lessor that Lessee has obtained its air emissions permit (the “**Air Permit**”) for the Premises. In the event that Lessee does not obtain the Air Permit on or before January 1, 2030, this Lease shall terminate and be of no further force and effect. The Initial Term may be extended in accordance with the terms set forth in Section 7.3. Lessee’s rights pursuant to this Lease will extend beyond the Initial Term as provided for in Article 7 of this Lease. Notwithstanding the foregoing, prior to the Commencement Date, Lessor shall allow Lessee, and Lessee’s agents, access to the Property without charge and at all reasonable times for the purpose of Lessee’s investigation and testing the same, all in accordance with applicable laws. Lessor shall make available to Lessee and Lessee’s Agents without charge all records in Lessor’s possession relating to any Hazardous Materials affecting the Property. Lessee shall pay all costs and expenses of such investigation and testing and shall indemnify and hold Lessor and the Property harmless from all costs and liabilities relating to Lessee’s activities at the Property. Lessee shall further repair and restore any damage to the Property caused by or occurring during Lessee’s testing and investigation, which obligation shall survive the termination of this Lease. If Lessee is not satisfied with the results of Lessee’s testing and investigation of the Property or is otherwise not satisfied with results of Lessee’s due diligence with respect to the Property (collectively, “**Lessee’s Due Diligence**”), Lessee may terminate this Lease by giving written notice of termination to Lessor prior to January 1, 2028 (the “**Due Diligence Expiration Date**”). If Lessee does not so terminate this Lease prior to the Due Diligence Expiration Date, Lessee shall be conclusively presumed to have waived its right to terminate. In the event that this Lease is terminated prior to the Due Diligence Expiration Date, this Lease shall become null and void, and neither party shall be liable for damages or have any further duties or obligations hereunder (except for any obligations that expressly survive the termination of this Lease). Lessee shall have obtained at its sole cost and expense on or before the Due Diligence Expiration Date all final governmental approvals, including any changes to applicable zoning, necessary in Lessee’s judgment in order to make the use of the Premises for the Contemplated Uses. Lessor shall cooperate in all reasonable respects with Lessee in obtaining such approvals, and shall execute such applications, permits and other documents as may be reasonably required in connection therewith, at no out-of-pocket expense to Lessor. If required as part of Lessee’s Due Diligence, the Minnesota Pollution Control Agency shall have issued, at Lessee’s expense, on or before the Due Diligence Expiration Date a no association determination, no further action letter, or other similar assurance/approval with respect to the physical condition of the Property in form and content reasonably acceptable to Lessee.

1.3. Rent Consideration. Within five (5) business days after the Effective Date, Lessee shall pay to Lessor the lease payment of One Dollar (\$1.00) as consideration for this Lease. Notwithstanding anything in this lease to the contrary, in the event that Lessor is no longer a member of Lessee at any time on or after January 1, 2050, then upon written notice thereof from Lessor to Lessee, the rent due under this Lease shall be the Fair Market Rent of the Premises, paid on an annual basis. The "**Fair Market Rent**" of the Premises shall take into account all relevant factors concerning the Premises including, without limitation, the size, quality, and location of the Premises and the creditworthiness of the lessee when compared to Lessee. The Fair Market Rent shall specifically exclude value attributable to Tenant's Plant Facilities. The process for determining the Fair Market Rent shall be as set forth below:

(a) Upon receiving Lessor's notice, Lessee shall have thirty (30) days to notify Lessor in writing of its determination of the Fair Market Rent. Upon receiving Lessee's notice, Lessor shall have thirty (30) days to notify Lessee in writing whether Lessor agrees with Lessee's determination of the Fair Market Rent or if Lessor rejects Lessee's determination of the Fair Market Rent. If Lessor rejects Lessee's determination of the Fair Market Rent, Lessor shall include with its notice Lessor's determination of the Fair Market Rent. Lessee and Lessor shall then negotiate in good faith for sixty (60) days following the delivery of Lessor's rejection notice to Lessee in an attempt to reach an agreement as to the Fair Market Rent. If, however, Lessee and Lessor are unable to reach an agreement, then Lessee shall have the option, by written notice to Lessor within five (5) business days following the end of such sixty (60) day period, to (1) terminate this Lease, or (2) proceed with the appraisal process set forth below. If Lessee shall terminate this Lease, this Lease will terminate on the date that is six (6) months after the date the notice of termination is delivered to Lessor; provided, however, Lessee shall pay to Lessor the Fair Market Rent (as determined by Lessee) prorated for the period of time beginning on the date that Lessor is no longer a member of Lessee (but in no event earlier than January 1, 2050) until the termination date, which amount shall be due on or before the termination date.

(b) If Lessee elects to proceed with the appraisal process, the Fair Market Rent of the Premises shall be determined by an appraisal prepared by a member of the Appraisal Institute (the "**Institute**"), the arrangements for which must be made by Lessee and which must be completed and delivered to Lessor within thirty (30) days after Lessee elects to proceed with the appraisal process. In the event that Lessor does not agree with this appraisal, then Lessor may, at Lessor's sole cost and expense, obtain another appraisal from an Institute member, which second appraisal must be completed and delivered to Lessee within thirty (30) days after Lessor's receipt of Lessee's appraisal. If the two rental rates representing the Fair Market Rent determined by said members differ by less than ten percent (10%), the Fair Market Rent shall be deemed to be the average of the two rental rates in said appraisals. If the two rental rates representing the Fair Market Rent determined by said members differ by more than ten (10%), the appraisers designated by Lessee and Lessor shall, within twenty (20) days after receipt of the second appraisal by Lessor, designate a third Institute member to prepare a third appraisal, which third appraisal shall be completed and delivered to Lessee and Lessor within thirty (30) days after appointment. After completion and delivery of the third appraisal to Lessee and Lessor, the rental rate representing the Fair Market Rent shall be deemed to be the average of the two lower valuations of the three appraisals. Each party shall bear the expense of the Institute member

designated by it and the expense of the third member shall be shared equally by Lessee and Lessor. Each appraiser shall have a minimum of five (5) years' experience appraising fair market rent for properties in Minnesota used for commercial purposes.

(c) Once the determination of the Fair Market Rent is finally determined, it shall be applied retroactively to the first date on which Lessor was no longer a member of Lessee, but in no event earlier than January 1, 2050. The Fair Market Rent shall be paid on the first business day of a calendar year, with any partial years equitably prorated.

(d) Upon the determination of the Fair Market Rent, the parties shall enter into an amendment to this Lease setting forth the applicable Fair Market Rent to be paid annually for the balance of the term.

1.4. Use of Premises and Quiet Enjoyment. Subject to the provisions of Article 4 of this Lease, during the Initial Term (and any extensions thereof) Lessee will have exclusive use of the Premises for the Contemplated Use of the Plant Facilities and will peacefully hold and enjoy all of the rights granted by this Lease without hindrance or interruption by Lessor or any person lawfully or equitably claiming by, through, or under Lessor, or Lessor's successor(s) in interest. In furtherance of the foregoing, and not in limitation thereof:

(a) Lessee may, at Lessee's cost and expense:

i. Improve the Premises, including, without limitation, grading, paving, laying foundations and footings, and other modifications to the natural state of the Premises in furtherance of the Contemplated Use of the Plant Facilities; and

ii. Install, place, or otherwise locate any Plant Facilities or other equipment reasonably necessary for the Contemplated Use of the Plant Facilities on, under, above, or through the Premises; and

iii. Install gates, fences, and other devices limiting or restricting access to the Premises as Lessee deems necessary or appropriate for the security, safety, and protection of the Plant Facilities.

(b) Lessor will:

i. Have no ownership interest in or to any improvements to the Premises, including, without limitation, the Plant Facilities, and hereby expressly waives any and all statutory and common law claims or rights that Lessor may otherwise have or has in or to the Plant Facilities; and

ii. Not conduct any activity, nor grant any rights to a third party which would unreasonably interfere with the rights granted to Lessee hereunder and in and to the Premises or with Lessee's Contemplated Use of the Plant Facilities.

1.5 Property Taxes and Assessments. If and to the extent the Property becomes subject to property taxes or assessments due to the Plant Facilities or Lessee's use of the Premises, Lessee shall timely pay any such property taxes and assessments; provided, however, if the Property

becomes subject to property taxes or assessments due to any improvements made by Lessor or Lessor's use of the Property (excluding the Premises), then Lessor shall timely pay any such property taxes and assessments. If the Property becomes subject to property taxes or assessments due to improvements made to the Property by both parties or by both parties' use of the Property, the parties agree to equitably prorate such property taxes and assessments based on each party's improvements to the Property (and/or their use thereof if use is the basis for any such property taxes or assessments) and each party shall timely pay its proportionate share of such property taxes and assessments.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF THE PARTIES

2.1. Of Lessor to Lessee. Lessor hereby represents, warrants, and covenants to Lessee the following:

(a) Lessor has good and marketable title to the Property, has the authority to enter into, to execute, and to deliver this Lease and has duly authorized the execution and delivery of this Lease.

(b) The Property is not subject to any dedication, easement, right-of-way, reservation in patent, covenant, condition, restriction, lien, or encumbrance that would prohibit or would interfere materially with the use of the Premises for the Contemplated Use of the Plant Facilities.

(c) There are no liens, mortgages, or encumbrances on title to the Property except as provided in Exhibit C (the "**Encumbrances**") and this Lease in no way violates any obligation or covenant under the Encumbrances.

(d) Lessor will not interfere, and will cooperate at no expense to itself, with any contests contemplated by Section 2.2(c) of this Lease.

2.2. Of Lessee to Lessor. Lessee hereby represents, warrants, and covenants to Lessor as follows:

(a) Lessee has authority to enter into, execute and deliver this Lease, and has duly authorized the execution and delivery of this Lease.

(b) Lessee has the knowledge, skill, and experience necessary to undertake the Contemplated Use of the Plant Facilities on, under, above, and through the Premises.

(c) Lessee will undertake the Contemplated Use of the Plant Facilities in accordance with all applicable laws, ordinances, orders, regulation of any government agency (state, federal, local, or otherwise), rules, codes, and Good Utility Practice (as defined in Section 7.1 of this Lease); provided, however, that Lessee has the right, in its sole discretion and at its sole cost and expense, to contest the validity or applicability of any law, ordinance, order, rule, request, or regulation of any governmental agency or entity that is applicable to the Contemplated Use of the Plant Facilities.

(d) Lessee will maintain the Plant Facilities in good working condition and repair throughout the term of this Lease.

(e) Lessee shall not permit any liens to be filed against the Premises arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or on behalf of Lessee.

ARTICLE 3 INSURANCE

3.1. Insurance Coverages. Each of the Parties shall, at their own expense, be responsible for assuring that insurance coverages, as would be customary and reasonable for a similarly situated party performing the activities carried out by the party at such time, are maintained, including, without limitation, adequate coverage to cover any personal injuries or accidents that could reasonably be expected as a direct result of the activities conducted by such Party or such Party's employees, agents, invitees and/or contractors. All applicable insurance policies maintained by each Party, shall contain provisions whereby its insurers waive all rights of subrogation against the other Party and endeavor to provide thirty (30) calendar days advance written notice to the other Party prior to cancellation.

3.2. Evidence of Insurance. Upon request, a Party shall provide to the other Party satisfactory evidence of the insurance required by this Lease.

3.3. Self-Insurance. Notwithstanding the foregoing, either Party may self-insure to the extent it maintains a self-insurance program provided the coverages thereunder are customary and reasonable for a similarly situated Party performing the activities carried out by the Party.

3.4. Incident Reporting. Each Party agrees to report to the other Party in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage occurring at the Property or arising out of this Lease.

ARTICLE 4 HAZARDOUS MATERIALS

4.1. Use of Hazardous Materials. Lessee (a) will not use, store, dispose of or release on the Property or (b) cause or permit to exist or be used, stored, disposed of or released on the Property any Hazardous Materials, except in such quantities as may be required by the Contemplated Use of the Plant Facilities and only if such use is in full compliance with all Environmental Laws applicable at the time of use.

4.2. Definitions. For purposes of this Lease:

(a) **“Environmental Law”** means all state, federal, or local laws, statutes, ordinances, rules, regulations or orders pertaining to the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (“**CERCLA**”) and the Resource Conservation and Recovery Act of 1976 (“**RCRA**”), the Clean Air Act, 42 U.S.C. § 7401 et seq. (“**CAA**”), the Clean Water Act, 33 U.S.C. § 4321 et seq., the Endangered Species Act, 16 U.S.C. § 1531 et seq. (“**ESA**”), the Safe Drinking Water Act, 42 U.S.C. § 300f et seq. (“**SDWA**”), the Federal Insecticide,

Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq. (“**FIFRA**”), the Hazardous Substances Transportation Act, 49 U.S.C. § 1801 et seq. (“**HSTA**”), the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. (“**TSCA**”), and the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq. (“**EPCRA**”), and any state or local laws relating to permits, local land use control ordinances or similar laws, and any state or local laws implementing or substantially equivalent to the foregoing federal requirements, and other similar laws as each may be amended, supplemented, expanded or replaced from time to time; and the term

(b) “**Hazardous Materials**” means (1) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Environmental Law, or (2) any substance which is or hereafter becomes defined as a hazardous waste, hazardous substance, extremely hazardous substance, Hazardous Materials, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to any Environmental Law, or (3) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons.

ARTICLE 5 INDEMNIFICATION

5.1. Indemnity of Lessor. Lessor will indemnify, defend and hold harmless (including, without limitation, reasonable attorneys’ fees) Lessee and Lessee’s members, managers, and owners and their respective employees, agents, representatives, heirs, successors and assigns (collectively, the “**Lessee Parties**”):

(a) Against any claim, liability or loss arising from damage to property or physical injuries or death of any person, in each case to the extent caused by the negligence or willful misconduct of the Lessor or its employees, contractors, subcontractors, consultants, agents, invitees, except to the extent such damages or injuries are caused by the negligence or willful misconduct of any of the Lessee Parties; and

(b) Against any and all breaches of Lessor’s representations, warranties, covenants or other obligations contained in this Lease.

5.2. Indemnity of Lessee. Lessee will indemnify, defend and hold harmless (including, without limitation, reasonable attorneys’ fees) Lessor and Lessor’s members, managers, and owners and their respective employees, agents, representatives, heirs, successors and assigns (collectively, the “**Lessor Parties**”):

(a) Against any and all claims, liabilities or losses arising from damage to property or physical injuries or death of any person, in each case to the extent caused by the negligence or willful misconduct of the Lessee or its employees, contractors, subcontractors, consultants, agents, invitees, except to the extent such damages or injuries are caused by the negligence or willful misconduct of any of the Lessor Parties; and

(b) Subject to Section 5.3 of this Lease, against any and all breaches of Lessee’s representations, warranties, covenants, or other obligations contained in this Lease.

5.3. Hazardous Materials Indemnity.

(a) Lessee will indemnify, defend, protect and hold Lessor and the Lessor Parties harmless from and against any and all claims, actions, suits, proceedings, losses, costs, damages, liabilities (including, without limitation, sums paid in settlement of claims), deficiencies, fines, penalties or expenses (including, without limitation, reasonable attorneys' fees and consultants' fees, investigation and laboratory fees, court costs and litigation expenses) (collectively, "Losses") arising from (a) any breach of Lessee's obligation in Article 4.1 of this Lease, or (b) any release of Hazardous Materials caused by Lessee or its agents, employees, or contractors that results in contamination of the Property, except to the extent such release is caused or exacerbated by Lessor or is in existence as of the Effective Date. This indemnity includes, without limitation, all Losses relating to, (x) personal injury (including sickness, disease or death), property damage, nuisance, pollution, contamination, spill or other effect on the environment, (y) any investigation, monitoring, repair, clean-up, treatment or detoxification of the Property which may be required by any Environmental Law or other law; and (z) the preparation and implementation of any closure plan, remediation plan or other required action in connection with the release of any Hazardous Materials by Lessee, or a Lessee agent, employee, or contractor on the Property.

(b) Lessor will indemnify, defend, protect and hold Lessee and the Lessee Parties harmless from and against any and all Losses arising from any release of Hazardous Materials caused by Lessor or its agents, employees, or contractors, except to the extent such release is caused or exacerbated by Lessee. This indemnity includes, without limitation, all Losses relating to, (x) personal injury (including sickness, disease or death), property damage, nuisance, pollution, contamination, spill or other effect on the environment, (y) any investigation, monitoring, repair, clean-up, treatment or detoxification of the Property which may be required by any Environmental Law or other law; and (z) the preparation and implementation of any closure plan, remediation plan or other required action in connection with the release of any Hazardous Materials by a Lessor agent, employee, or contractor on the Property, or that existed prior to the Effective Date.

**ARTICLE 6
ASSIGNMENT**

6.1. Prohibitions on Lessor. Lessor may not sell or encumber the Premises (except as represented in Article 3 of this Lease) without the written consent of Lessee, such consent not to be unreasonably withheld or delayed. Any such sale or encumbrance of the Premises must be performed in recognition of this Lease and must allow for Lessee's continue quiet enjoyment of the Premises pursuant to the terms of this Lease.

6.2. Assignment by Lessee. Subject to the provisions of Section 6.3 of this Lease, Lessee may not assign this Lease, in whole in part, or sub-lease the Premises without the written consent of Lessor, such consent not to be unreasonably withheld or delayed. In the event:

(a) This Lease is assigned, such assignee must assume all obligations of this Lease in writing; or

(b) Lessee sub-leases the Premises, sub-lessor must assume all of the obligations of this Lease in writing; provided, however, Lessee shall not be released from liability in connection and will be jointly and severally liable with Lessee to Lessor pursuant to this Lease.

Notwithstanding the foregoing, Lessor, in its sole discretion, may consent to an assignment of this Lease or sub-lease of the Premises in which the assignee or sub-lessee assume all obligations pursuant to this Lease and upon which Lessee will have no further obligations pursuant to this Lease.

6.3. Lessee Financing. Notwithstanding any other provision of this Lease to the contrary, Lessee may, at any time, freely assign this Lease or sublease the Premises without consent of Lessor:

(a) To one or more entities or agencies which is controlled by, controls, or is under common control with Lessee or parent of Lessee; or

(b) To any entity or agency that (i) acquires Lessee; (ii) acquires all, or substantially all, of the assets of Lessee, or (iii) that is the resulting entity or agency of a merger or consolidation of Lessee.

Any entity or agency for which such assignment or sublease made pursuant to this Section 6.3, shall be an “**Assignee**”. For each such assignment or sublease, Lessee will provide to Lessor written notice within sixty (60) days of such assignment or sublease along with a written instrument providing the terms of such assignment or sublease, and binding such Assignee to the terms of this Lease.

ARTICLE 7 REMOVAL OF PLANT FACILITIES; EXTENSION OF INITIAL TERM

7.1. Obligation to Remove. Lessee will have up to twenty-four (24) months from the date of termination of this Lease to remove the Plant Facilities from the Premises and return to the Premises to a reasonably merchantable state recognizing (a) the necessary grading and other improvements to the Premises that are required for the Contemplated Use; and (b) the then prevailing utility industry standards for the decommissioning and demolition of the Plant Facilities; provided, however, that Lessee need not act beyond the requirements of (y) any applicable laws, regulations, rules, orders, ordinances, and other governmental requirements applicable to the decommissioning of an electric power generation plant; and (z) Good Utility Practice. For the purposes of this Lease, “**Good Utility Practice**” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

7.2. Negotiate for Sale. Notwithstanding the provisions of Section 7.1 of this Lease, the Parties may negotiate for sale of the Plant Facilities by Lessee to Lessor in lieu of Lessee's obligations pursuant to Section 7.1 of this Lease.

7.3. Extension of Initial Term. Lessee has an option (the "**Extension Option**") to extend the Expiration Date for an additional period of fifty (50) years (the "**Extension Term**") with respect to the Premises. Lessee may exercise its Extension Option, provided an Event of Default does not exist as of the date of exercise of the Extension Option and as of commencement date of the applicable Extension Term. The Extension Option is exercisable by written notice ("**Lessee's Notice**") to Lessor given at least nine (9) months prior to the Expiration Date. The extension of the Lease shall be on all of the same terms and conditions set forth in this Lease for the Initial Term.

ARTICLE 8 TERMINATION AND DEFAULT

8.1. Termination by its Terms. This Lease will terminate upon the expiration of the Initial Term as the same may have been extended by the Parties.

8.2. Termination by Mutual Agreement. The Parties may agree to terminate this Lease upon mutual agreement prior to the Expiration Date.

8.3. Termination for Convenience. Lessee may terminate this Lease prior to the expiration of the Initial Term upon twelve months' notice to Lessor.

8.4. Termination for Default. A Party may terminate this Lease due to an Event of Default by the other Party as provided for in Section 8.5 of this Lease upon thirty (30) days' notice following the expiration of the Cure Period (as defined below).

8.5. Default. A Party's failure to comply with any provision of this Lease constitutes an "**Event of Default**". The Party who is claiming the other Party failed to comply with any provision of this Lease ("**Non-Defaulting Party**") will give the Defaulting Party notice of the claimed Event of Default ("**Notice of Default**"). The Party who failed to comply with any provision of this Lease ("**Defaulting Party**") will have thirty (30) days from receipt of the Notice of Default to cure such Event of Default or such reasonably longer period of time if such Event of Default is reasonably incapable of being cured within such thirty (30) day period provided that the Defaulting Party commences to cure such default within such thirty (30) day period and diligently pursues the same until completion (the "**Cure Period**"). If such Event of Default is not cured within the Cure Period, the Non-Defaulting Party may terminate this Lease pursuant to Section 8.4 of this Lease.

8.6. Survival. Section 1.2, Article 5 and Section 7.1 of this Lease will survive its termination to the extent necessary for the enforcement of the indemnification obligations by one Party against the other Party and to ensure removal of the Plant Facilities as contemplated by this Lease.

ARTICLE 9
OTHER TERMS AND PROVISIONS

9.1. Limitation on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NO PARTY IS ENTITLED TO, AND EACH PARTY HEREBY WAIVES, ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO THIS LEASE OR ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE; PROVIDED, HOWEVER, THAT THE FOREGOING WAIVER DOES NOT APPLY TO OR AFFECT A PARTY'S OBLIGATIONS HEREUNDER WITH RESPECT TO ANY THIRD-PARTY INDEMNITY CLAIMS THAT ARE SUBJECT TO THE TERMS OF THIS LEASE.

9.2. Entire Agreement; Incorporation of Recitals and Exhibits. This Lease constitutes the entire agreement between the Parties respecting the subject matter hereof. The Recitals set forth above, and all exhibits attached hereto, are hereby incorporated by reference and made a part of this Lease as though fully set forth herein.

9.3. Successors. The provisions of this Lease will extend to and be binding upon Lessor and Lessee and their respective legal representatives, successors, and assigns.

9.4. No Waiver. No waiver of any Event of Default hereunder will be implied from any omission to take any action on account of such Event of Default if such Event of Default persists or is repeated, and no express waiver will affect any Event of Default other than the Event of Default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee will not be construed as a waiver of a subsequent breach of the same covenant, term, condition, or other obligation under this Lease.

9.5. Memorandum of Lease. This Lease will not be recorded in the records of the county in which the Property is located. Rather, promptly after the Effective Date, the Parties will mutually record, at Lessee's sole cost and expense, a memorandum of this Lease (the "**Memorandum**") substantially in the form of Exhibit D attached hereto. The Parties agree that upon the expiration or earlier termination of this Lease, the Parties will execute a terminate of the Memorandum to evidence the termination or expiration of this Lease, as the case may be.

9.6. Interpretation. Any reference herein to the singular as appropriate includes the plural and any reference herein to the plural as appropriate includes the singular. Reference to Lessee includes, without limitation, any and all successors and assignees of Lessee. References to Lessor herein includes, without limitation, any and all successors and assignees of Lessor.

9.7. Headings. Headings in this Lease are for convenience purposes only and do not constitute and are not a part of this Lease and will have no effect upon the construction or interpretation of any part of this Lease.

9.8. Notices. All notices or other communications required or permitted under this Lease will, unless otherwise provided herein, be in writing, and will be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid at the addresses set forth below. Notices personally delivered will

be deemed given on the day so delivered. Notices given by overnight courier will be deemed given on the first business day following the mailing date. Notices mailed as provided herein will be deemed given on the third business day following the mailing date. Any Party may change its address for purposes of this Section 9.8 by giving written notice of such change to the other Party in the manner provided in this Section 9.8.

If to Lessor:

Austin Utilities
1908 14th Street NE
Austin, MN 55912
Attn.: General Manager

If to Lessee:

Southern Minnesota Municipal Power Agency
500 1st Avenue SW
Rochester, MN 55902

9.9. Governing Law. This Lease will be interpreted and enforced in accordance with the laws of the State of Minnesota.

9.10. Counterparts. This Lease may be executed in any number of counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9.11. No Partnership. Nothing contained in this Lease is intended to create, nor will anything contained in this Lease be deemed or construed to create, the relationship of principal and agent, partnership, joint venture, or any other association between the Parties.

9.12. Definition of Premises. Either Party to this Lease, or its successors in title, may, at such Party's sole expense, further define the Premises including any utility and driveway easement areas created by this Lease, by recording an amendment to this Lease executed by both Parties, containing legal descriptions certified in such instrument by a Minnesota registered land surveyor that matches the location, as closely as reasonably possible, of the Premises and the driveway and utility easement areas. Upon the recording of any such amendment, the legal description(s) contained in such amendment shall be recognized as the valid legal description(s) of the Premises for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by authorized representatives of the Parties as of the Effective Date.

LESSOR:

AUSTIN UTILITIES,
a Minnesota municipal corporation,

By: [Signature] Tom Doherty
Its: BOARD PRESIDENT General Manager

LESSEE:

SOUTHERN MINNESOTA MUNICIPAL
POWER AGENCY, a municipal corporation
and political subdivision of the State of Minnesota

By: _____

Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Austin, County of Mower, State of Minnesota, described as follows:

That part of the North Half of the Northwest Quarter of Section 26 lying East of the centerline of the Red Cedar River and West of the right-of-way of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company; all in Township 103 North, Range 18 West, Mower County, Minnesota.

(Abstract Property)

Tax Parcel Number: 34.890.0040

**EXHIBIT B
DEPICTION OF THE PREMISES**



**EXHIBIT C
ENCUMBRANCES**

1. Right of way, reservations and restrictions as contained in the Warranty Deed, dated September 8, 1964, recorded September 9, 1964, as Document No. 269991.
2. Easement for an electric transmission and/or distribution lines purposes, together with any incidental rights, in favor of Austin Utilities of the City of Austin, Minnesota, as contained in the Right of Way Easement, dated January 5, 1970, recorded January 9, 1970, as Document No. 292650.

As assigned by Conveyance and Assignment of Easement Rights and Bill of Sale dated August 21, 1995, recorded September 13, 1995, as Document No. 439346.

3. Easement for electric transmission and distribution line purposes, together with any incidental rights, in favor of Southern Minnesota Municipal Power Agency, a Minnesota public corporation, as contained in the Quit Claim Deed, dated June 11, 1984, recorded June 11, 1984, as Document No. 362991.

As affected by Easement dated December 16, 1985, recorded April 10, 1986, in Book 408 of Deeds, Page 48, as Document No. 372939.

As amended by Amendment to Easement dated September 1, 1995, recorded September 13, 1995, as Document No. 439347.

4. Easement for electric transmission line purposes, together with any incidental rights, in favor of Cooperative Power Association (CPA), a Minnesota cooperative corporation, as contained in the Easement, dated May 22, 2001, recorded June 20, 2001, as Document No. 492953.
5. Terms and provisions as contained in the Airport Safety Zoning Ordinance for Austin Municipal Airport, dated March 6, 2024, recorded March 12, 2024, as Document No. A680578.

(As disclosed by Commitment for Title Insurance, Commitment No. NCS-1291270-MPLS, issued by First American Title Insurance Company dated February 2, 2026.)

EXHIBIT D
FORM OF MEMORANDUM OF LEASE

MEMORANDUM OF GROUND LEASE

NOTICE IS HEREBY GIVEN BY THIS MEMORANDUM (this “Memorandum”), that under and pursuant to a separate agreement entitled **GROUND LEASE** (the “Lease”) dated effective as of _____, 2026 (the “Effective Date”), by and between Austin Utilities, a Minnesota municipal corporation (“Lessor”), and Southern Minnesota Municipal Power Agency, a municipal corporation and political subdivision of the State of Minnesota (“Lessee”), Lessor, as the owner of that certain real property located in Mower County, Minnesota legally described on **Exhibit A** attached hereto (the “Property”), has leased to Lessee a portion of the Property, which portion is depicted on **Exhibit B** attached hereto and which is more particularly described in the Lease (the “Premises”). All capitalized terms used in this Memorandum, not otherwise defined, have the meanings assigned in the Lease.

The Lease contains the following principal terms, among others:

1. Grant. Lessor has leased, and hereby confirms a lease, to Lessee, and Lessee leases from Lessor, the exclusive use of the Premises to, *inter alia*, construct, erect, install, use, replace, store, repair, operate, remove, and make connections to, as well as all other ancillary activities normally associated with an electric power generation plant including, without limitation, the following: transformers, power lines, transmission lines, interconnection and switching facilities, foundations, footings and concrete pads, towers, poles, cross-arms, guy lines, anchors, vaults, cabinets, conduit, fiber, cables, wires and other conductors, extensions of ground grid, control building monitoring systems, foundations for bus extension and air switches, fiber communications, main/utility control buildings, water lines, sanitary sewer lines, storm sewers, gas lines, gates and fences, as well as any and all other equipment that is commonly utilized in connection with electric power generation facilities. The Premises further includes non-exclusive easement rights for ingress to and egress from the Premises, and easement rights for purposes of installing, maintaining, repairing and replacing utility lines and facilities as are or may be commonly required and utilized to operate and connect to the Plant Facilities for the Contemplated Use thereof.

2. Term. The Lease is effective as of the Effective Date and shall, unless otherwise terminated or extended in accordance with the provisions of the Lease, continue in effect for fifty (50) years from the Commencement Date of the Lease.

3. Notice. All notices and other required or permitted communications under the Lease shall be in writing, and shall be addressed respectively as follows:

Lessor:
Austin Utilities
1908 14th Street NE
Austin, MN 55912
Attn.: General Manager

Lessee:
Southern Minnesota Municipal Power Agency
500 1st Avenue SW
Rochester, MN 55902

All notices or other communications required or permitted under the Lease will, unless otherwise provided herein, be in writing, and will be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid to the Parties set forth above. Notices personally delivered will be deemed given on the day so delivered. Notices given by overnight courier will be deemed given on the first business day following the mailing date. Notices mailed as provided herein will be deemed given on the third business day following the mailing date.

4. Assignment. The Lease may be assigned by either Party under terms and conditions provided for in the Lease.

5. Binding. The Lease constitutes a covenant running with the land and shall extend to and be binding upon the Parties thereto and their respective heirs, administrators, personal representatives, successors and assigns.

6. No Waiver or Modification. This Memorandum is executed for the purpose of placing of record notice of the Lease and the terms and provisions thereof. Nothing herein will, nor will it be interpreted to, amend, modify or waive any of the terms and conditions of the Lease.

7. Counterparts. This Memorandum may be executed by the parties in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be signed and executed as of the Effective Date.

LESSOR:

LESSEE:

AUSTIN UTILITIES,
a Minnesota municipal corporation,

SOUTHERN MINNESOTA MUNICIPAL
POWER AGENCY, a municipal corporation
and political subdivision of the State of
Minnesota

By: 
Printed Name: Treer Hjelvas
Title: Board President

By: _____
Printed Name: _____
Title: _____

By: 
Name: Tom Dankert
Title: General Manager

**EXHIBIT A
TO
MEMORANDUM OF GROUND LEASE**

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Austin, County of Mower, State of Minnesota, described as follows:

That part of the North Half of the Northwest Quarter of Section 26 lying East of the centerline of the Red Cedar River and West of the right-of-way of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company; all in Township 103 North, Range 18 West, Mower County, Minnesota.

(Abstract Property)

Tax Parcel Number: 34.890.0040

**EXHIBIT B
TO
MEMORANDUM OF GROUND LEASE**

DEPICTION OF THE PREMISES



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: Honorable Mayor and City Council Members
From: Brienne D. Wolf, City Clerk
Date: March 16, 2026
Subject: Amendment to the City Code for Sidewalk Café Licenses

We are updating City Code 6.59 to clarify the types of license holders eligible for sidewalk café licenses. Since the City no longer issues food licenses, this section will be removed. Additionally, we are adding language to include microdistilleries.

The Clerk's Office requests approval for the amendments to this ordinance.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF AUSTIN, MINNESOTA
AMENDING SECTION 6.59 OF THE CITY CODE CLARIFYING
THE TYPES OF LICENSE HOLDERS WHO MAY BE
ISSUED A SIDEWALK CAFÉ LICENSE**

The Council of the City of Austin does ordain:

Edits: Deletions are in ~~STRIKE THROUGH~~. Additions are UNDERLINED.

Section 6.59, Subd. 1 is hereby amended as follows:

Subd. 1. *Permit required.* Any establishment in the city which is licensed by the State of Minnesota ~~City of Austin~~ to sell food for consumption on designated premises or holds an on-sale liquor, wine, or beer license, brewer tap room license, ~~or~~ brew pub on-sale license, or microdistillery license may apply to the City Council by and through the City Clerk's Office for a special permit to conduct a portion of such licensed business in a sidewalk café or by use of a vending cart on a part of the public way immediately adjoining the licensed premises.

Passed by a vote of yeas and nays this _____ day of _____, 2026.

YEAS

NAYS

APPROVED:

Stephen M. King, Mayor

ATTEST:

Brienne Wolf, City Clerk

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

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: Honorable Mayor and City Council Members

From: Brienne D. Wolf, City Clerk

Date: March 16, 2026

Subject: Amendment to the City Code for standards for regulations relating to sewer use and service charge.

We are updating City Code 3.30 to add clarification to the administrative fines relating to sewer use and service charge. Updates were applied to sections A, B, and E.

The Public Works Department requests approval for the amendments to this ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF AUSTIN, MINNESOTA
AMENDING SECTION 3.30 OF THE CITY CODE CLARIFYING
STANDARDS FOR REGULATIONS RELATING TO
SEWER USE AND SERVICE CHARGE.

The Council of the City of Austin does ordain:

Edits: Deletions are in ~~STRIKE THROUGH~~. Additions are UNDERLINED.

Section 3.30, Subd. 8 is hereby amended as follows:

Subd. 8. Penalties.

A. Administrative fines. Notwithstanding any other subdivision of this section, any user who is found to have violated any provision of this section, individual control mechanism agreements, or permits and orders issued hereunder, shall be fined in an amount not ~~to exceed~~ less than \$1,000 per violation. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Unpaid charges, fines, and penalties shall constitute a lien against the individual user's property. Industrial users desiring to dispute the fines must file a request for the City Finance Director to reconsider the fine within ten days of being notified of the fine. When the City Finance Director believes a request has merit, the Finance Director shall convene a hearing on the matter within 30 days of receiving the request from the industrial user.

B. Criminal penalties. Any person violating any of the provisions of this section shall be guilty of a misdemeanor and upon conviction thereof shall be furnished by a fine of not ~~more~~ less than \$1,000, or by imprisonment for not to exceed 90 days, or both.

C. Costs. In addition to the penalties provided herein, the city may recover court costs, court reporter's fees and other expenses of litigation by an appropriate action against the person found to have violated this section or the orders, rules, regulations, and permits issued hereunder.

D. Costs of damage. Any person violating any of the provisions of this section shall become liable to the city for any expense, loss, or damage. The Director may add to the user's charges and fees the costs assessed for any cleaning, repair, or replacement work caused by the violation or discharge. Any refusal to pay the assessed costs shall constitute a violation of this section.

E. Falsifying information. Any person who knowingly makes false statements, representation or certification in any application, record, report, plan or other document filed

or required to be maintained pursuant to this section, or an individual control mechanism agreement, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this section, shall upon conviction, be punished by a fine of not ~~more~~ less than \$1,000 or by imprisonment for not more that 90 days, or both.

Passed by a vote of yeas and nays this _____ day of _____, 2026.

YEAS

NAYS

APPROVED:

Stephen M. King, Mayor

ATTEST:

Brienne D. Wolf, City Clerk

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

City of Austin
Craig Clark,
City Administrator



500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773
Phone: 507-437-9941
craige@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
Law Enforcement Labor Services (LELS) patrol officers

DATE: March 11, 2026

Members of the Law Enforcement Labor Services (LELS), patrol officers, met recently and approved a proposed contract extension for years 2026 – 2028. The contract has been signed by the bargaining unit stewards of the union and are inclusive of the overall wage and health care components set by the Council.

I would like to thank the stewards who were a part of these discussions and the business agent for the union as well as the City's negotiating team. We cannot offer law enforcement services for our community without the dedicated individuals of the police department.

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. Details for the LELS 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;
- Update of Juneteenth as a recognized holiday;
- Increase in the clothing allowance to \$800 starting in 2028 from \$750;
- Adjustment for the Minnesota's Earned Sick and Safe Leave law while instituting a new 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, while those hired before Jan. 1 2006 will continue to get 100% payout as they have;

- 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 as consistent with Council instruction;
- 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;
- Increase the night shift differential from .80 to \$1.00;
- Provide one hour of compensatory time per 10 hour shift rather than a half hour for every 8 hours for those serving as a Field Training Officer;
- Provide a \$1,000 annual premium payment for service on the Special Incident Response Team (SIRT);
- Elimination of the requirement to provide a long-term care disability program that had little use;
- Establish a senior police officer position at the completion of 6 years of service and
- 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 resolution and contract as presented.

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

AGREEMENT BETWEEN
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #73)
AND
THE CITY OF AUSTIN, MINNESOTA
2026 - 2028

TABLE OF CONTENTS

<u>Article #</u>		<u>Page #</u>
1.	INTENT AND PURPOSE	3
2.	RECOGNITION	3
3.	EMPLOYER AUTHORITY	3
4.	WAIVER	4
5.	EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES	4
6.	UNION ACTIVITY	6
7.	HOURS OF WORK	7
8.	CLOTHING ALLOWANCE	7
9.	SICK LEAVE	8
10.	JURY DUTY	9
11.	MILITARY LEAVE	10
12.	HOLIDAYS	10
13.	VACATIONS	11
14.	BEREAVEMENT LEAVE	13
15.	EMPLOYEE'S INSURANCE COVERAGE	13
16.	PREMIUM PAY	15
17.	DISCIPLINE	16
18.	GENERAL	17
19.	PAY PLAN	18
20.	POST IN-SERVICE TRAINING POLICY	18
21.	DURATION	19

ARTICLE 1

INTENT AND PURPOSE

- 1.1 This agreement, entered into this, between the City of Austin, hereinafter referred to as the Employer, and the Law Enforcement Labor Services, hereinafter referred to as the Union, is intended to set forth the results of collective bargaining negotiations between the City and the Union. Its purpose is to establish standard conditions of employment for employees in the bargaining unit, and to conform to the Public Employment Labor Relations Act of 1971, as amended, to promote harmonious relationships and economy of City Government.
- 1.2 This agreement is subject to the Laws of the United States, the State of Minnesota, and the Charter, ordinances and resolutions of the City of Austin. In the event any provisions of this agreement shall be held to be contrary to such laws 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 shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

ARTICLE 2

RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of all essential employees of the Austin Police Department, Austin, Minnesota, employed in the job classification of Police Officer.
- 2.2 Nothing in this agreement shall interfere with the efficiency of operation or discipline of the whole department.
- 2.3 Nothing in this agreement shall be construed as limiting the statutory powers of the Police Civil Service Commission as set forth in M.S.A. Chapter 419, regarding employment, promotion, discharge and suspension.

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

EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES

5.1 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.

UNION REPRESENTATIVES

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

PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION 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 UNION 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 UNION 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 5.1, 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 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 UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator or designee. The City Administrator or designee shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (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 City Administrator or designee final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION 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 Union 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 UNION, 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 UNION 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 UNION 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 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 UNION 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 UNION.

ARTICLE 6

UNION ACTIVITY

- 6.1 The Union 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 or meetings subject to the authorization of the Chief of Police which will not interfere with the normal operations of the department.
- 6.2 The Employer hereby agrees not to deduct such reasonable time from the pay of such officer, member, or representative and agrees also that time spent in the conduct of grievance and in bargaining shall not be deducted from the pay of delegated employee representatives. Spokespersons for the bargaining committee and grievance committee for the purpose dealing with the Employer shall be limited to no more than three (3) members of the department. The Employer will allow up to two employees off from the on-duty shift, subject to the

work requirements of the Employer. The Union agrees to provide the Employer and Chief with the names of said persons.

ARTICLE 7

HOURS OF WORK

- 7.1 The Union recognizes the necessity of providing service twenty-four (24) hours per day, seven (7) days per week and, therefore, a reasonable condition of employment is a requirement that employees work a regular schedule of hours as established by the Employer. The normal workday may be eight (8) or ten (10) consecutive hours and the employees are required to work 2,080 hours a year under the present scheduling method.

ARTICLE 8

CLOTHING ALLOWANCE

- 8.1 Employees who have completed 18 consecutive months of service with the Employer will receive reimbursement for clothing at the rate of up to seven hundred fifty dollars (\$750) for calendar years 2026 and 2027, and reimbursement of up to eight hundred dollars (\$800) for calendar year 2028. Upon completion of 18 consecutive months of service, an employee's reimbursement amount will be pro-rated based on the number of months remaining within the calendar year that such amount of service is completed.

Of this amount, up to two hundred dollars (\$200) may be disbursed semi-annually for a taxable clothing maintenance, with an annual maximum of four hundred dollars (\$400), which will be offered for pay outs by June 30 and December 15 each calendar year.

Any unused balance will be carried over into the following year for that employee.

An employee terminating employment during the year will reimburse the Employer up to the current annual allowance on a pro-rata basis for any month in which they have not worked.

Employer will provide newly hired employees uniforms as established by Employer. Employees who terminate employment with the Employer during their probationary period must return to the Employer all items provided to the employee by the Employer.

- 8.2 City shall provide full cost of protective vest less state contribution as per manufacturer's warranty requirements.

ARTICLE 9

SICK LEAVE

- 9.1 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.
- 9.2 Sick leave will be accumulative at the rate of eight (8) hours for each month of service up to twelve (12) months of service each year and may be used as it is earned on a monthly basis.
- 9.3 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.
- 9.4 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.
- 9.5 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, 2004 shall have their accumulated sick and safe leave paid out at one hundred percent (100%) of accumulation.

Employees hired on or after January 1, 2004 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 9.3.

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.

9.6 CHANGING OF LEAVE STATUS

An employee on vacation becomes ill or injured may upon the proper notification change their leave status to sick leave. This action will require doctor's certificate to verify the reason for the requested change for the entire period of time that sick leave is claimed.

9.7 CERTIFICATION OF CLAIM

The Police Department will employ such procedures and methods for checking the validity of sick leave claims as stated below:

- A. The supervisor shall spot check sick leave claims by telephone and during this check must have conversation with the employee claiming sick leave.
- B. If for some reason this cannot be accomplished, they are required to then go to the home of the employee and personally check with the employee to verify the sick leave claim is legitimate and that they are complying with this policy.
- C. If the officer who is being checked, fails to respond to this investigation concerning their sick leave claim, the supervisor shall file a complaint for violation of this policy with the Chief of Police and the Chief of Police must automatically file a complaint with the Civil Service Commission unless the officer in question shall furnish proof or an acceptable reason why this action should not be taken.

ARTICLE 10

JURY DUTY

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

ARTICLE 11

MILITARY LEAVE

- 11.1 Any regular employee who is a member of a reserve force of the United States or of this state, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this state which would prevent them from performing their regular work, shall be granted a leave with pay upon request not to exceed fifteen (15) calendar days, provided however, that no employee shall be granted paid leave for training purposes beyond that required by the current selective service draft program at the time of the request.
- 11.2 Notice shall be given the Employer at least five working days after receipt of said orders and no less than twenty-four hours prior to date of leave, except that when said orders are received at a time which would make compliance with this provision impossible, the employee shall give notice at the earliest practical time.
- 11.3 Any employee who enters into active service shall be granted a leave without pay for the period of military service, pursuant to Minnesota Statutes and Federal law.
- 11.4 Paid leave for purposes of this section is the difference between an employee's regular pay and their military pay.

ARTICLE 12

HOLIDAYS

- 12.1 All employees in each agreement year shall be permitted twelve (12) working days (96 benefit hours) off with pay in lieu of holidays.
- 12.2 96 hours of holidays will be provided each calendar year. Employees may use these hours as approved by the Police Chief.

An employee who separates employment must repay a pro-rated portion through payroll of the hours they used based on the quotient of the number of holidays that have occurred as of the date of separation from employment and the number of holidays that will occur in the remainder of the year.

- 12.3 Employees requesting a day or days off shall make a request for such day or days off at least seven (7) days prior to the desired time off, unless otherwise agreed between the individual and the officer in charge. Such day or days will not be granted if it will cause overtime to be paid.

- 12.4 Employees shall be notified at least seven (7) days in advance of being required to take a day or days off, unless otherwise agreed between the individual and the officer in charge.
- 12.5 The following twelve (12) days are established as holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day, and Christmas Day.
- 12.6 Employees scheduled to work on New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day, and Christmas Day will be paid time and one half (1½) for hours worked on those days.
- 12.7 The officer in charge of the Department will grant as many employees off at one time, per shift, on vacation, holiday, or accumulated holiday, providing the shift does not go below minimum manpower or the City's work suffer by letting more than one employee off per shift, on either vacation, holiday or accumulated holiday.
- 12.8 The Chief of Police must give seven (7) days notice before the cancellation of vacation or holidays granted prior to the notice. Vacation or holidays may be canceled by the order of the Chief of Police and personnel called back from vacation or holidays in extreme emergencies, such as but not limited to natural disasters, floods, tornadoes, explosions, and other emergency incidents which will cause the need for most of the available manpower.
- 12.9 Holidays taken for pay will be claimed by the deadline set by the finance department and paid on the first regular payroll period of December with normal taxes taken out. Pay will be at the base rate of pay plus any shift differentials the employee is earning at the date of the holiday.
- 12.10 Up to forty (40) hours of holiday time will be allowed to be carried over from one year to the next for employees who earn four (4) weeks (160 hours) or less vacation annually (8 or less years of service). Employees are required to take this time off prior to the end of the calendar year.
- 12.11 Employees will be responsible for tracking their own holidays.

ARTICLE 13

VACATIONS

- 13.1 Vacations will be computed on the basis of the anniversary of the employee's hiring date.

13.2 Vacation schedule

Start of employment – 1 week/40 hours
After 1 year of service – 2 Weeks/80 hours
4 years of service – 3 Weeks/120 hours
8 years of service – 4 Weeks/160 hours
12 years of service – 5 Weeks/200 hours
22 years of service – 6 Weeks/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.

Employees may carry over up to 40 hours of unused vacation into the following year.

- 13.3 Vacations may be taken a day at a time if it does not compromise the proper functioning of the department. Employees must give at least seven (7) days notice to the officer in charge of the department when requesting said vacation, and the officer in charge of the department must give at least a seven (7) day notice when requiring the employee to take vacation unless otherwise mutually agreed between the individual involved and the officer in charge of the department.
- 13.4 The time of taking vacations will be arranged between the officer in charge of the department and the employees. Where one or more employees ask for the same vacation date, and in the opinion of the officer in charge, the City's work would suffer by letting them go at the same time, then the seniority would prevail and the employee with the longest record of employment with the City would be given preference.
- 13.5 The officer in charge of the department shall prepare a vacation list by the first of February and arrange the vacations according to seniority for a calendar year running from March 1st to March 1st, vacation granted during this calendar year will be on a first-come basis.
- 13.6 The officer in charge of the department will grant as many employees off at one time, per shift, on vacation, holiday or accumulated holiday, providing the shift does not go below minimum manpower or the City's work suffer by letting more than one employee off per shift, on either vacation, holiday or accumulated holiday.
- 13.7 The Chief of Police must be given seven (7) days notice before the cancellation of vacation or holidays granted prior to the notice. Vacation or holidays may be canceled by the order of the Chief of Police and personnel called back from vacation or holidays in extreme emergencies, such as but not limited to natural disasters, floods, tornadoes, explosions, and other emergency incidents which will cause the need for most of the available manpower.

- 13.8 In order to receive payment of accumulated vacation upon termination, an employee must submit a written resignation to his or her department head at least fourteen (14) calendar days before leaving.

ARTICLE 14

BEREAVEMENT LEAVE

- 14.1 Bereavement leave will be granted employees a maximum of two (2) scheduled work days for the purpose of bereaving the death of a member of the employee's immediate family, provided the employee makes the arrangement with and it is approved by the officer in charge of his/her department. This leave must be used within 30 calendar days of the death of the family member.
- 14.2 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 sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, and spouse's grandmother, grandfather, and stepparent.

ARTICLE 15

EMPLOYEE'S INSURANCE COVERAGE

- 15.1 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.

- 15.2 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.
- 15.3 The Employer shall pay the Employer's share of the premium for six months for all employees who are on leave of absence because of sickness. Leaves of absence for military service or other reasons will not be covered.
- 15.4 The Employer shall pay the Employer's share of the premium for twelve months for all employees who are disabled with a compensable disability.
- 15.5 The Employer shall pay the premium for a \$30,000 term life insurance policy for employee. Employees may purchase additional term life coverage as is available from the insurance carrier with payment for the additional coverage by payroll deduction.
- 15.6 New employees will sign authorization cards for all insurance on the first day of employment, and the insurance will be in effect on the first of the month following one (1) month.
- 15.7 When an employee is off work with a compensable injury, they shall receive the difference between the employee's compensation check and their regular check for the first thirty (30) days, the employee may use sick leave in an amount sufficient so that with their compensation check, the employee will receive their regular salary.
- 15.8 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 three percent (3%) of their salary to the Post Employment Health Care Savings Plan.

The Employer agrees to allow the current agreement to be reopened for the purpose of adding an addendum allowing retiring employees covered under this agreement to make modifications to the contributions allowed under the Post Employment Health Care Savings Plan.

- 15.9 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.

ARTICLE 16

PREMIUM PAY

- 16.1 Time and one-half (1½) will be paid after eight hours of work and over forty hours of work for officers scheduled eight (8) hour shifts. Time and one-half (1½) will be paid after ten (10) hours of work and over forty hours of work for officers working scheduled ten (10) hour shifts. Premium pay can be taken in comp time at time and one-half (1½). Differentials will also be paid at time and one-half (1½).
- 16.2 An off-duty employee will be paid time and one-half while attending mandatory training sessions scheduled by the Chief of Police. Travel time will be paid at the same rate as training when travel is outside of Mower County.
- 16.3 A night shift differential of one dollar (\$1.00) per hour shall be paid employees for all regularly scheduled hours worked between 5:00 PM and 7:00 AM.
- 16.4 A Sunday differential of thirty-five cents (.35¢) per hour shall be paid employees on duty from midnight Saturday to midnight Sunday.
- 16.5 When employee works as a Sergeant for a one (1) hour period or longer, employee will receive the rate of base pay as scheduled for a sergeant during the period of replacement.
- 16.6 An employee who is required to appear in court during his/her scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the two (2) hour minimum.
- 16.7 An off-duty employee who receives less than a twenty-four hour advance notice of cancellation of a scheduled court appearance shall receive two (2) hours of pay at a time and one-half (1½). Court cancellation the same day as court earns two hours of pay at time and one-half (1½).
- 16.8 Employee has the right to work a minimum of four (4) hours on non-connecting overtime call-ins.
- 16.9 All overtime including court time may be taken as compensation time with the approval of the supervisor in accordance with present policy.
- 16.10 Overtime pay as earned shall be paid in accordance with the regular payroll schedule as accrued, when the officer has indicated that they prefer pay instead of compensatory time.

- 16.11 Officers will receive a minimum of two hours of overtime pay for callbacks.
- 16.12 Officers who perform the duties of K-9 Handler, shall receive an amount equivalent to three and one-half hours of pay at the employee's base hourly pay rate per week and no compensatory time, in addition to their hourly wage while performing these duties.
- 16.13 When an employee is called for court preparation on police business, the employee will be paid time and one-half (1½) of the employee's base pay rate.
- 16.14 Employees, who perform field training officer (FTO) duties, shall receive one hour (1) of compensatory time for every full shift of FTO duties performed.
- 16.15 Employees who are assigned to and actively perform duties as members of the Special Incident Response Team (SIRT) shall receive a premium payment of \$1,000 per calendar year. If an employee's SIRT assignment begins or ends during the calendar year, the payment shall be prorated based on the portion of the year the employee served in the assignment. The premium payment shall be paid during the final regular payroll period of the calendar year. Employees who separate from employment prior to the end of the calendar year shall receive any prorated amount due at the time of separation.
- 16.16 For the purpose of computing premium pay in this article, premium pay shall not be pyramided, compounded or paid twice for the same hours worked.

ARTICLE 17

DISCIPLINE

- 17.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one of the following forms:
- A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion; or
 - E. Discharge
- 17.2 Suspensions, demotions, and discharges will be in written form.
- 17.3 Written, reprimands, notices of suspension, notices of demotion and notices of discharge, which are to become part of and Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the UNION will receive a copy of such reprimands and/or notices.

- 17.4 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 17.5 Grievances relating to this ARTICLE originating at 17.1 C., D. and E., shall be initiated by the UNION at Step #3 of the grievance procedure under Article 5 of this AGREEMENT.

ARTICLE 18

GENERAL

- 18.1 Upon presentation of an authorized check-off for dues card to the Finance Department, the Finance Department shall make the necessary deduction and remit same to the Law Enforcement Labor Services, Inc.
- 18.2 This deduction shall be from the employee's regular payroll.
- 18.3 Established minimum manpower requirements are three (3) officers for shift number one (1), four (4) officers for shift numbers two (2) and three (3). The Police Chief shall have the right to reduce personnel on shift three (3) to three (3) officers between 3:00 AM to 7:00 AM, seven days per week. If the Department should use a scheduling method involving the use of ten (10) hour regularly scheduled workdays for the majority of its patrol officers, the Union would agree to the following minimum manpower requirements. Three (3) officers between the hours of 2:00 AM to 4:00 PM, with four (4) officers between the hours of 4:00 PM to 2:00 AM.
- 18.4 Both the Employer and the Union agree to maintain safe and sanitary working conditions and equipment.
- 18.5 The City presently maintains public liability insurance with respect to the police officers. The City agrees to continue maintaining such coverage or the equivalent during the term of this agreement.
- 18.6 The City recognizes the principal of seniority, which shall not be construed so as to give anyone a claim to duties of which he/she is unable to perform.
- 18.7 The City will reimburse employees for the cost of books and tuition for police-related subjects at public institutions if pre-approved by the Police Chief and City Administrator and the course schedule is compatible with department scheduling requirements. The employee must receive a "C" or above or a "Pass" for a pass/fail class in order to qualify for reimbursement. A written grade report as well as receipts for tuition and books must be submitted to the Chief of Police with request for reimbursement.

ARTICLE 19

PAY PLAN

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

Job Title	Pay Grade
Police Officer	16

Upon completion of six (6) years of continuous service as a police officer with the department, the employee shall be advanced to the classification of senior police officer.

The senior police officer classification shall be one (1) pay grade above the police officer classification and shall be compensated in accordance with the wage schedule established in Appendix A.

Advancement to senior police officer shall be effective at the start of the first full pay period following the employee's six (6) year anniversary date. No additional application or testing process shall be required for this advancement, provided the employee is not subject to active disciplinary action at the time of eligibility.

- 19.2 An employee that begins employment as an employee in this bargaining unit on or after January 1, 2020, may be paid, at the beginning of employment, or, moved upon completion of a one-year probationary period, to a higher base pay amount than provided in the employer's base pay schedule, as determined by the employer, based on years of law enforcement experience.

ARTICLE 20

POST IN – SERVICE TRAINING POLICY

- 20.1 The City agrees to compensate the Austin Police Officers for the in-service training requirements of the Police Officers Standards and Training Board. This will be done at the straight-time rate and will be accredited to the officers compensatory time account and will be payable subject to the Compensation Time Policy. In order for officers of this department to receive compensatory time, the following conditions must be met:
1. Management will require the attendance of individual officers on specific times and dates.

2. Management will select the courses that will be eligible for this credit. This will be based upon the individual officer's position, responsibility, level of accomplishment and the need for additional training.
3. This policy will not eliminate the individual officers attending outside training programs, however, these programs will not be given credit for compensatory time unless the course in question and the hours involved are approved prior to the taking of the course. This control would be in effect even if the Police Officers Training Board has established the course in question as accredited.
4. All officers must maintain the mandated hours of in-service training each year as required by the Minnesota POST Board.
5. Management agrees to make an effort to permit on-duty officers to participate in the program without compensatory time while on duty. This, however, will be limited by the Minimum Manpower Rule and the amount of personnel available and the policing problems that exist. In summary, the City's policing needs will take precedent over the on-duty training.
6. Management's decision as it pertains to limitations stated in section 2, of this policy are final and are not subject to grievance procedures.

ARTICLE 21

DURATION

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

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

SIGNATURE OF UNION
REPRESENTATIVE

SIGNATURE OF CITY
REPRESENTATIVE

President, Local #73
Law Enforcement Labor Services, Inc.

Mayor
City of Austin, Minnesota

ATTEST:

Business Agent
Law Enforcement Labor Services, Inc.

City Administrator

Date: _____

Date: _____

RESOLUTION NO.

RESOLUTION APPROVING A LABOR AGREEMENT BETWEEN THE CITY OF AUSTIN AND
LAW ENFORCEMENT LABOR SERVICES (LELS) LOCAL 73 –

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

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

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

WHEREAS, the City of Austin and LELS 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 LELS labor agreement.

WHEREAS, the Public Employment Relations Act requires that the City of Austin
execute a labor agreement and implement it in the form of a resolution.

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 LELS 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 LELS 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 LELS
agreement.

Passed by a vote of Yeas and Nays this 16th day of March 2026

Yeas

Nays

ATTEST:

APPROVED:

City Clerk

Mayor

City of Austin Planning &
500 Fourth Avenue N.E. 507-
Austin, Minnesota 55912-3773



Zoning Department
437-9950

Memorandum

To: Mayor and City Council and Austin Township Board

From: Holly Wallace, Planning & Zoning Administrator

Date: March 9, 2026

Re: Annexation Petition from Jerry Fuerstenberg o/b/o CCI Granite

Petitioner, CCI Granite, at 1407 10th Dr SE, has requested annexation of its property by the City of Austin to access city services. The property encompasses approximately 1.14 acres, in Austin Township. See attached Survey and Map.

The Petitioner wishes to expand the existing business and requires a city sewer connection. The real estate described shall be zoned "I-1" Light Industrial. This zoning designation is consistent with the current use of the property, surrounding area and future development.

Once annexed into the city, sewer connection fees shall be paid by the Petitioners.

JOINT RESOLUTION NO. _____
JOINT RESOLUTION NO. _____

IN THE MATTER OF THE ORDERLY ANNEXATION BETWEEN THE CITY
OF AUSTIN AND AUSTIN TOWNSHIP
PURSUANT TO MINNESOTA STATUTES §414.0325

WHEREAS, the City of Austin and Austin Township designate for orderly annexation the following described lands located within Austin Township, County of Mower, Minnesota:

See Attached Exhibit A (survey and legal description).

WHEREAS, the City of Austin (the "City") and Austin Township (the "Township") are in agreement as to the orderly annexation of the unincorporated land described; and

WHEREAS, Minnesota Statutes §414.0325 provides a procedure whereby the City and the Township may agree on a process of orderly annexation of a designated area; and

WHEREAS, publication was not required pursuant to Minnesota Statutes §414.0325 Subd.1b, because the orderly annexation agreement designates for immediate annexation property for which all the property owners have petitioned to be annexed; and

WHEREAS, the City and the Township have agreed to all the terms and conditions for the annexation of the above-described lands within this document and the signatories hereto agree that no consideration by the Office of Administrative Hearings - Municipal Boundary Adjustments is necessary; that the Office may review and comment, but shall within 30 days, order the annexation in accordance with the terms of the resolution.

NOW, THEREFORE, BE IT RESOLVED, jointly by the City Council of the City of Austin and the Township Board of Austin Township as follows:

1. That the following described lands in Austin Township are subject to orderly annexation pursuant to Minnesota Statutes §414.0325, and that the parties hereto designate those areas for orderly annexation, as follows:

See Attached Exhibit A (survey and legal description).

2. That the designated area consists of approximately 1.14 acres. This parcel is located in an industrial area, the business currently operates as a specialized stone fabrication and installation business. The property owner wishes to expand the business and to access city services due to the location, age, and cost of replacement, of the onsite waste treatment facilities currently serving the business.

3. That the Township does, upon passage of this resolution and its adoption by the City Council of the City of Austin, and upon acceptance by the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confer jurisdiction upon Municipal Boundary Adjustment so as to accomplish said orderly annexation in accordance with the terms of this resolution.

4. That the above-described property is urban or suburban or about to become so, and since the City is capable of providing municipal sanitary sewer services to this area immediately, annexation is appropriate for the property.

5. Local Procedure – The parties will follow such procedures as may be required by MN Statute §414.0325 as under the circumstances.

6. The tax capacity rate applicable to the property after annexation shall be increased in substantially equal proportions each year of a six year period until it equals the tax capacity rate of the City of Austin. Minn. Stat. Sec. §414.035 (1-6 years)

7. Municipal Reimbursement to Township. The City shall reimburse the Township for the taxable property of parcels lost to annexation for a period of six (6) years following the last year in which the Township would receive real estate taxes for this property following annexation, and shall be paid according to the schedule as follows:

Year 1:	100%	of the Real Estate Tax paid to the Township in the year of annexation			
Year 2:	80%		“	“	“
Year 3:	60%		“	“	“
Year 4:	40%		“	“	“
Year 5:	20%		“	“	“
Year 6:	10%		“	“	“
Year 7 and thereafter	0%		“	“	“

8. The City and the Township agree that upon receipt of this resolution, passed and adopted by each party, the Office of Administrative hearings/Municipal Boundary Adjustments, or its successor, may review and comment, but shall, within thirty (30) days, order the annexation in accordance with the terms of this resolution.

9. Connection to Municipal Sanitary Sewer System

- Connection to sanitary sewer will be completed within 12 months of annexation or as otherwise agreed between the City of Austin and the property owner.

10. The property owner will be charged a municipal sanitary connection fee for the costs associated with the construction of the sanitary sewer project.

11. Annexation shall become effective upon approval by the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings.

12. The real estate described shall be zoned “I-1” Light Industrial. This zoning designation is consistent with the current use of the property, surrounding area and future development.

Adopted by affirmative vote of all the members of the Austin Township Board of Supervisors this ____ day of _____, 2026.

TOWNSHIP OF AUSTIN

By: _____
Chairperson
Board of Supervisors

By: _____
Clerk
Austin Township

Adopted by affirmative vote of the City Council of Austin, this ____ day of _____, 2026.

YEAS

NAYS

CITY OF AUSTIN

ATTEST:

By: _____
Mayor

By: _____
City Clerk

Approved this ____ day of _____ 2026.

CERTIFICATE OF SURVEY

SECTION 11
T. 102 N., R. 18 W.

LAND DESCRIPTION: (Per Document No.: A687376)

Commencing at the most southerly corner of Out Lot 1, in the Northeast Quarter of Section 11, Township 102 North, Range 18 West, Mower County, Minnesota; thence northwesterly on the southwesterly line of said Out Lot a distance of 290 feet; thence northeasterly on a line parallel with the southeasterly line of said Out Lot to the point intersecting the northeasterly line of said Out Lot; thence southeasterly on the northeasterly line of said Out Lot to the most easterly corner of said Out Lot; thence southwesterly on the southeasterly line of said Out Lot to the place of beginning.

AND

All that portion of the railroad right-of-way adjacent to Out Lot 1 in Feely's Addition in the Northeast Quarter (NE $\frac{1}{4}$) of Section 11, Township 102 North, Range 18 West, Mower County, Minnesota, lying southwesterly of the centerline of the main track (now abandoned) of the Chicago, Milwaukee, St. Paul and Pacific Railroad as said main track centerline was originally located and established over and across said tract, lying between the following described lines:

LINE 1: Commencing at the southerly most corner of said Out Lot 1; thence northwesterly 290 feet on the southwesterly line of said Out Lot 1, to the point of beginning; thence northeasterly 103 feet, more or less, at a right angle, to the point of intersection with the said main track centerline.

LINE 2: Commencing at the southerly most corner of said Out Lot 1; thence northeasterly on the southeasterly line of said Out Lot 1, extended northeasterly, a distance of 168.66 feet, more or less, to the point of intersection with the said main track centerline.

AND

All that portion of the railroad right-of-way adjacent to Out Lot 2 in Feely's Addition in the Northeast Quarter (NE $\frac{1}{4}$) of Section 11, Township 102 North, Range 18 West, Mower County, Minnesota, lying southwesterly of the centerline of the main track (now abandoned) of the Chicago, Milwaukee, St. Paul and Pacific Railroad as said main track centerline was originally located and established over and across said tract, lying between the following described lines:

LINE 1: Commencing at the westerly most corner of said Out Lot 2; thence northeasterly on the northwesterly line of said Out Lot 2, extended northeasterly, a distance of 168.66 feet, more or less, to the point of intersection with the said main track centerline.

LINE 2: Commencing at the southerly most corner of said Out Lot 2; thence northwesterly 139.5 feet on the southwesterly line of said Out Lot 2, to the point of beginning; thence northeasterly 207.01 feet, more or less, at a right angle, to the point of intersection with the said main track centerline.

AND

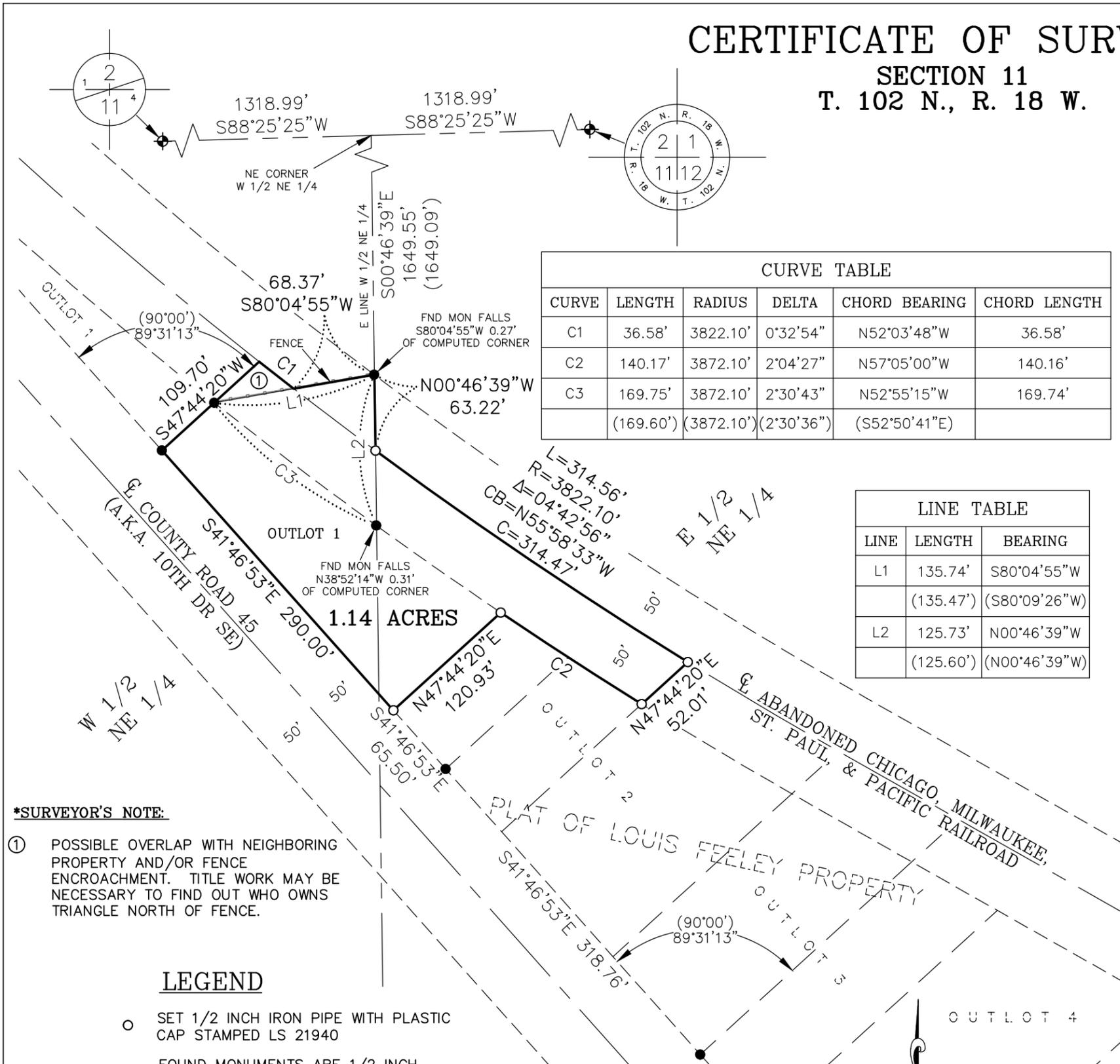
All that part of the W $\frac{1}{2}$ NE $\frac{1}{4}$, Section 11-T102N-R18W, Mower County, Minnesota, described as follows:

Commencing at the northeast corner of said W $\frac{1}{2}$ NE $\frac{1}{4}$; thence South 00°46'39" East, a distance of 1649.09 feet, on an assumed bearing on the east line of said W $\frac{1}{2}$ NE $\frac{1}{4}$, to a point on the northeasterly right-of-way line of the formerly Chicago, Milwaukee, St. Paul & Pacific Railroad, which is the point of beginning; thence South 80°09'26" West, a distance of 135.47 feet, to a point on the southwesterly right-of-way line of said formerly Chicago, Milwaukee, St. Paul & Pacific Railroad; thence southeasterly a distance of 169.60 feet, on the southwesterly right-of-way line of said formerly Chicago, Milwaukee, St. Paul & Pacific Railroad, on a nontangential curve, concave to the northeast with a central angle of 02°30'36", a radius of 3872.10 feet, and a chord bearing of South 52°50'41" East; thence North 00°46'39" West, a distance of 125.60 feet, to the point of beginning.

The above described conveyance contains 1.14 acres, more or less, and is subject to any easements, covenants, and restrictions of record.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	36.58'	3822.10'	0°32'54"	N52°03'48"W	36.58'
C2	140.17'	3872.10'	2°04'27"	N57°05'00"W	140.16'
C3	169.75'	3872.10'	2°30'43"	N52°55'15"W	169.74'
	(169.60')	(3872.10')	(2°30'36")	(S52°50'41"E)	

LINE TABLE		
LINE	LENGTH	BEARING
L1	135.74'	S80°04'55"W
	(135.47')	(S80°09'26"W)
L2	125.73'	N00°46'39"W
	(125.60')	(N00°46'39"W)



***SURVEYOR'S NOTE:**
① POSSIBLE OVERLAP WITH NEIGHBORING PROPERTY AND/OR FENCE ENCROACHMENT. TITLE WORK MAY BE NECESSARY TO FIND OUT WHO OWNS TRIANGLE NORTH OF FENCE.

LEGEND

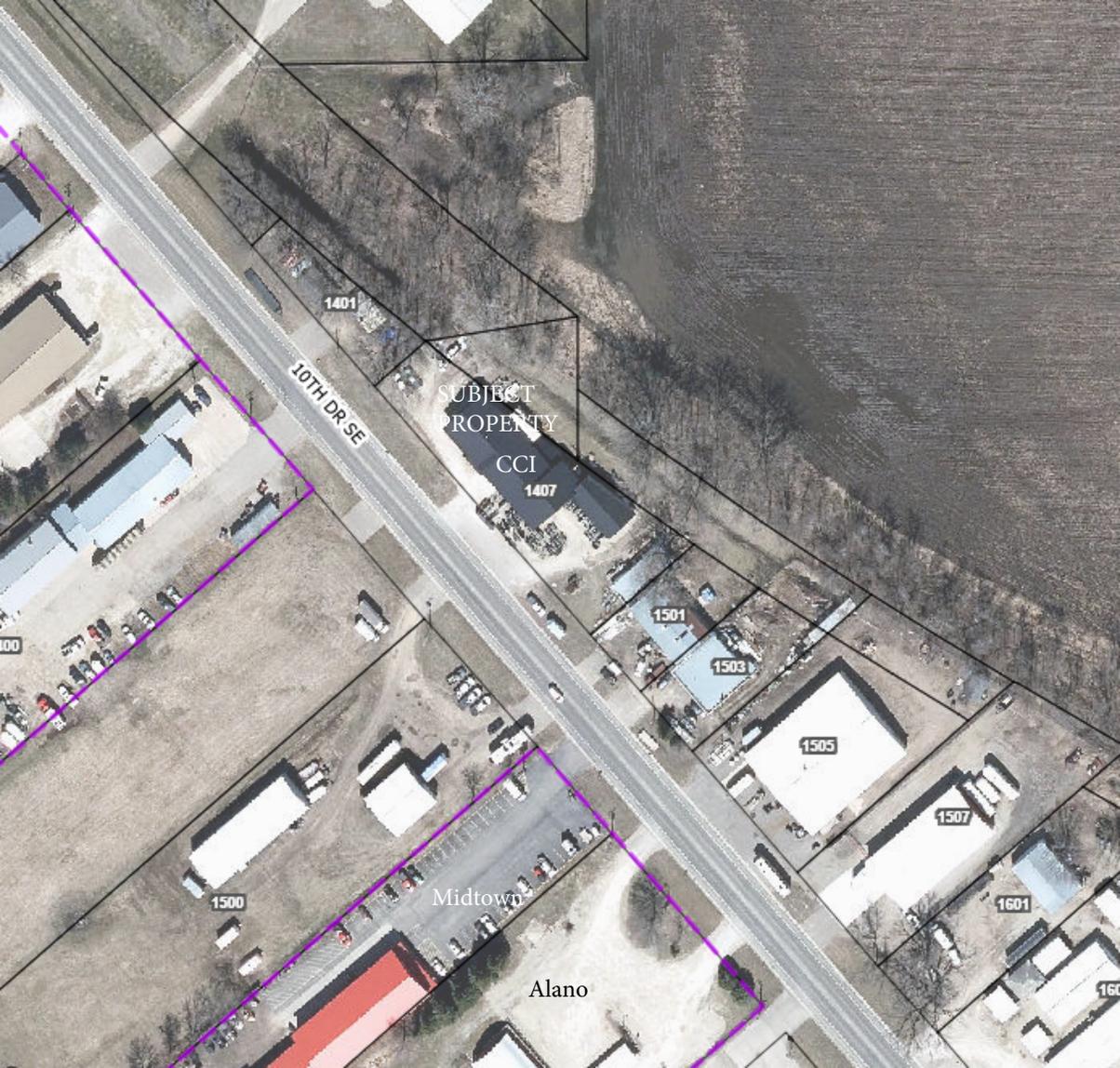
- SET 1/2 INCH IRON PIPE WITH PLASTIC CAP STAMPED LS 21940
- FOUND MONUMENTS ARE 1/2 INCH IRON PIPES UNLESS OTHERWISE NOTED
- ⊕ DENOTES MOWER COUNTY PUBLIC LAND SURVEY CORNER
- (S90°00'00"W) DENOTES BEARING AND/OR DISTANCE OF RECORD

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA

Geoffrey G. Griffin
Geoffrey G. Griffin
DATE 2/18/26 REG. NO. 21940

G³
G-Cubed ENGINEERING SURVEYING PLANNING
14070 Hwy 52 S.E. Chatfield, MN 55923
Ph. 507-867-1666 Fax 507-867-1665 www.ggg.to

DATE OF SURVEY: 2-2-26	
Prepared For: CCI Granite	
1407 10th Drive SE	
Austin, MN 55912	
SHEET 1 OF 1	FILE NO: 26-012



10TH DR SE

SUBJECT
PROPERTY
CCI
1407

Midtown

Alano

1401

1501

1503

1505

1507

1601

1500

1400

160

**PROPERTY OWNER PETITION TO MUNICIPALITY FOR
ANNEXATION**

IN THE MATTER OF THE PETITION OF CERTAIN PERSONS FOR THE
ANNEXATION OF CERTAIN LAND TO THE CITY OF AUSTIN, MINNESOTA

TO: Council of the City of Austin and Austin Township Board

PETITIONER(S) STATE:

It is hereby requested by:

the sole property owner; or
 all of the property owners

of the area proposed for annexation to annex certain property described herein lying in the Township of Austin to the City of Austin, County of Mower, Minnesota.

The area proposed for annexation is described as follows:

LAND DESCRIPTION: (Per Document No.: A687376)

Commencing at the most southerly corner of Out Lot 1, in the Northeast Quarter of Section 11, Township 102 North, Range 18 West, Mower County, Minnesota; thence northwesterly on the southwesterly line of said Out Lot a distance of 290 feet; thence northeasterly on a line parallel with the southeasterly line of said Out Lot to the point intersecting the northeasterly line of said Out Lot; thence southeasterly on the northeasterly line of said Out Lot to the most easterly corner of said Out Lot; thence southwesterly on the southeasterly line of said Out Lot to the place of beginning.

AND

All that portion of the railroad right-of-way adjacent to Out Lot 1 in Feely's Addition in the Northeast Quarter (NE¼) of Section 11, Township 102 North, Range 18 West, Mower County, Minnesota, lying southwesterly of the centerline of the main track (now abandoned) of the Chicago, Milwaukee, St. Paul and Pacific Railroad as said main track centerline was originally located and established over and across said tract, lying between the following described lines:

LINE 1: Commencing at the southerly most corner of said Out Lot 1; thence northwesterly 290 feet on the southwesterly line of said Out Lot 1, to the point of beginning; thence northeasterly 103 feet, more or less, at a right angle, to the point of intersection with the said main track centerline.

LINE 2: Commencing at the southerly most corner of said Out Lot 1; thence northeasterly on the southeasterly line of said Out Lot 1, extended northeasterly, a

distance of 168.66 feet, more or less, to the point of intersection with the said main track centerline.

AND

All that portion of the railroad right-of-way adjacent to Out Lot 2 in Feely's Addition in the Northeast Quarter (NE¼) of Section 11, Township 102 North, Range 18 West, Mower County, Minnesota, lying southwesterly of the centerline of the main track (now abandoned) of the Chicago, Milwaukee, St. Paul and Pacific Railroad as said main track centerline was originally located and established over and across said tract, lying between the following described lines:

LINE 1: Commencing at the westerly most corner of said Out Lot 2; thence northeasterly on the northwesterly line of said Out Lot 2, extended northeasterly, a distance of 168.66 feet, more or less, to the point of intersection with the said main track centerline.

LINE 2: Commencing at the southerly most corner of said Out Lot 2; thence northwesterly 139.5 feet on the southwesterly line of said Out Lot 2, to the point of beginning; thence northeasterly 207.01 feet, more or less, at a right angle, to the point of intersection with the said main track centerline.

AND

All that part of the W½ NE¼, Section 11-T102N-R18W, Mower County, Minnesota, described as follows:

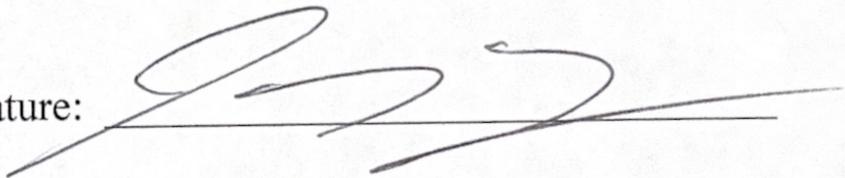
Commencing at the northeast corner of said W½ NE¼; thence South 00°46'39" East, a distance of 1649.09 feet, on an assumed bearing on the east line of said W½ NE¼, to a point on the northeasterly right-of-way line of the formerly Chicago, Milwaukee, St. Paul & Pacific Railroad, which is the point of beginning; thence South 80°09'26" West, a distance of 135.47 feet, to a point on the southwesterly right-of-way line of said formerly Chicago, Milwaukee, St. Paul & Pacific Railroad; thence southeasterly a distance of 169.60 feet, on the southwesterly right-of-way line of said formerly Chicago, Milwaukee, St. Paul & Pacific Railroad, on a nontangential curve, concave to the northeast with a central angle of 02°30'36", a radius of 3872.10 feet, and a chord bearing of South 52°50'41" East; thence North 00°46'39" West, a distance of 125.60 feet, to the point of beginning.

The above described conveyance contains 1.14 acres, more or less, and is subject to any easements, covenants, and restrictions of record.

1. There is 1 property owner in the area proposed for annexation, primary address:
Jerry Fuertsenberg
CCI Granite
1407 10th Dr SE
Austin, MN 55912

2. The area to be annexed is not presently served by public wastewater facilities.
3. Said property is unincorporated and is not included within any other municipality.
4. The area of land proposed for annexation is 1.14 acres, more or less.
5. The reason for the requested annexation is to facilitate the extension of city services to the property, and for continued development of the parcel under City zoning criterion.
6. PETITIONERS REQUEST: That the property described herein be annexed to and included within the City of Austin, Minnesota.

Dated: 2-22-26

Signature: 

City of Austin

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



TO: Mayor King and Council Members

FROM: Emily Burns, Finance Director

DATE: March 16, 2026

RE: **Budget Adjustment #1 – 2026 Budget Adjustment**

City Departments have identified the following 2025 previously approved projects and expenses to be completed during the 2026 budget year:

The requests are as follows:

General Fund (11000):

Parks and Recreation:

- Roads & Trail Projects: Chip Sealing at Nature Center, **\$7,500.**
 - Funds shall allow for chip sealing at the Nature Center as well as Todd Park.
- Nature Center Bridge Replacement, **\$300,000.**
 - Approved in 2025, this project shall be completed in 2026.

Council:

- Culture & Arts Commission: 4th Ave Fest & various events in 2026: **\$1,151.35.**
 - Funds shall be used for planned events during the 2026 year.

Administration:

- Local Option Sales Tax: Consultant, **\$20,000.**
 - Approved in 2025, the funds shall be used for intended purpose in 2026.

Police:

- Watchguard Warranty (Years 3-5), **\$69,305.**
 - Camera contract (continuation of prior two years' approved expenditures.)

Public Works:

- Riverside Arena sidewalk replacement, **\$50,000.**
 - Approved in 2023 and scheduled to be completed in 2026.
- Chiller Evaporator Pump, **\$1,000.**
 - Approved in 2025, the majority of project has been completed.

Other:

- Employee Appreciation: On-going projects, **\$5,869.24.**
 - Projects, events, and consulting expenses previously approved.
- Employee Engagement: On-going employee projects, **\$66,268.69.**
 - Projects, events, and consulting expenses previously approved.

	<u>Debit</u>	<u>Credit</u>
49011.6540 Equipment	\$ 521,094.28	
41110.5490 Use of Fund Balance		\$ 521,094.28
Total General Fund	\$ 521,094.28	\$ 521,094.28

By passing the accompanying Resolution, council shall have officially amended the budget for the 2026 year that allows for the above purchases/transfers.

**RESOLUTION NO.
BUDGET ADJUSTMENT #1
RESOLUTION AMENDING THE 2026 OPERATING BUDGET
OF FUND 11 - GENERAL FUND**

WHEREAS, the City Council of the City of Austin adopted Resolution No. 17300 on December 17, 2025 approving the 2026 operating budgets for the various city operations; and

WHEREAS, the following budgeted items from 2025 are requested to be carried over to 2026:

General Fund (11000):

Parks and Recreation:

- Roads & Trail Projects: Chip Sealing at Nature Center, **\$7,500.**
- Nature Center Bridge Replacement, **\$300,000.**

Council:

- Culture & Arts Commission: 4th Ave Fest & various events in 2026: **\$1,151.35.**

Administration:

- Local Option Sales Tax: Consultant, **\$20,000.**

Police:

- Watchguard Warranty (Years 3-5), **\$69,305.**

Public Works:

- Riverside Arena sidewalk replacement, **\$50,000.**
- Chiller Evaporator Pump, **\$1,000.**

Other:

- Employee Appreciation: On-going projects, **\$5,869.24.**
- Employee Engagement: On-going employee projects, **\$66,268.69.**

	<u>Debit</u>	<u>Credit</u>
49011.6540 Equipment	\$ 521,094.28	
41110.5490 Use of Fund Balance		\$ 521,094.28
Total General Fund	\$ 521,094.28	\$ 521,094.28

And;

WHEREAS, generally accepted accounting principles and reporting practices call for the amendment of the adopted budget to properly reflect these authorizations.

NOW THEREFORE, BE IT RESOLVED that the Finance Director shall record these authorized budget amendments upon the City's 2026 financial records.

Passed by a vote of yeas and nays this 16th day of March, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

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



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

MEMORANDUM

TO: Mayor 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.

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 16th day of March 2026.

Yeas

Nays

ATTEST:

APPROVED:

City Clerk

Mayor

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



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

MEMORANDUM

TO: Mayor & City Council

FROM: Tricia Wiechmann
Human Resources Director

RE: Revised Earned Sick and Safe Policy

DATE: March 11, 2026

Attached for your review and consideration is the revised Earned Sick and Safe Policy. The proposed updates incorporate revisions made to the Earned Sick and Safe Time (ESST) statute and reflect language that has now been included in five of the City's eight bargaining agreements.

Highlights of changes required by statute:

- The policy now specifically excludes paid on-call firefighters.
- General policy changed from employees who "worked at least" to employees who are "anticipated to perform" 80 hours of work.
- Notice and usage has been changed from "as soon as practicable" to "reasonably required".
- Reasonable supporting documentation changed from after three days to after two days.

Highlights of changes specific to the City of Austin:

- Increase the amount that may be used toward health insurance deductibles from \$750 to \$1,000 annually.
- Change to the maximum accrual amounts for employees hired after January 1, 2026.
- Change to the payout at retirement for employees hired between January 1, 2005 and January 1, 2026; and to employees hired after January 1, 2026.

If approved, the revised policy will take effect January 1, 2026. It will apply retroactively to non-bargaining unit employees as of that date for the purpose of calculating accrual limits and payout provisions. 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.

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

Earned Sick and Safe Time Leave

Purpose

To provide an employee time off with pay for an illness, doctor's appointments, short-term disability and to comply with Minnesota Statute Chapter 181.

Policy

Sick and safe is paid time off earned by eligible employees at an accrual rate defined by this policy. It is the intent of this policy to follow and be in compliance with the requirements of the law and if there are changes in the law, this policy will be assumed to have been amended consistent with those changes. The hourly rate of sick and safe time is the same hourly rate an employee earns from employment with the City.

Sick and safe leave applies to all employees (including non-benefited employees, which includes seasonal and temporary), apart from elected officials and paid on-call firefighters, anticipated by the City to perform at least 80 hours in a year for the City. For the purposes of this policy, the 12-month period is calculated using a calendar year.

Accrual Rate

Regular fulltime employees working 40 hours per week will accrue 8 hours of sick and safe leave per month of service, for a total of 96 hours per calendar year, or pro-rated as necessary, based on a 2,080-hour work year.

Regular fulltime employees working a 2,912-hour regularly scheduled work year, will accrue sick and safe leave at the rate of 11.2 hours per month of service, for a total of 134.4 hours per year, or pro-rated as necessary, based on a 2,912-hour work year. This amount is based on a 1.4 multiplier (2912/2080).

Regular, permanent part-time employees working a minimum of 20 hours per week and less than 40 hours per week, will accrue a pro-rated accrual based on the fulltime employee accrual amount of sick and safe leave, but not less than the equivalent of 1 hour for every 30 hours worked.

All other non-benefited employees, including seasonal and temporary who work at least 80 hours in a year for the City, will accrue 1 hour of sick and safe leave for every 30 hours worked, up to a maximum of 48 hours of sick and safe leave per year. The use of sick and safe leave hours will not count as hours worked.

Upon separation from employment, sick and safe leave previously accrued but not used will not be paid out. However, when there is a separation from employment with the City and the employee is rehired again within 180 days of separation, previously accrued sick and safe leave that had not been used will be reinstated. An employee is entitled to use and accrue sick and safe leave at the commencement of reemployment.

For regular fulltime and permanent part-time employees working at least 20 hours per week, sick and safe leave hours or a portion thereof shall be posted to the employees' sick and safe leave account each pay period, over the course of 24 pay periods.

All other non-benefited employees, including seasonal and temporary who work at least 80 hours in a year for the City, sick and safe leave hours or a portion thereof shall be posted to the employees' sick and safe leave account every pay period.

Maximum Accruals

Regular fulltime employees working 40 hours per week and regular, permanent part-time employees working a minimum of 20 hours per week and less than 40 hours per week, hired before January 1, 2026 may accrue sick and safe leave without any accumulation limit.

Regular fulltime employees working 40 hours per week and regular, permanent part-time employees working a minimum of 20 hours per week and less than 40 hours per week, hired 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. have no limit as to the number of sick and safe hours that may be accrued.

All other non-benefited employees, including seasonal and temporary, who work at least 80 hours in a year for the City, are eligible for carry over of accrued but unused sick and safe leave into the following year, but the total of sick and safe leave carryover hours shall not exceed 80 hours.

Sick and Safe Leave Notice and Usage

Sick and safe leave may be used as it is accrued in the smallest increment of time tracked by the City's payroll system, of fifteen-minute increments. Employees shall properly designate the usage of sick and safe time on their time sheet. The method of using accumulated sick and safe leave hours will be based on the first-in-first-out method.

If the need for sick and safe leave is foreseeable, the City requires seven days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for sick and safe leave as reasonably required by the City.

Eligible Uses

An employee may use accrued sick and safe time for:

- A) An employee's:
 - Mental or physical illness, injury or other health condition.
 - Need for medical diagnosis, care or treatment, of a mental or physical illness injury or health condition.
 - Need for preventative care.

- B) Care of a family member:
 - With mental or physical illness, injury or other health condition.
 - Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition.
 - Who needs preventative medical or health care.

- C) Absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking.
 - Obtain services from a victim services organization.
 - Obtain psychological or other counseling.

- Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking.
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.
- D) Closure of the employee's place of business due to weather or another public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or another public emergency.
- E) The employee's inability to work or telework because the employee is:
- Prohibited from working by the City due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
 - Seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the City has requested a test or diagnosis.
- F) When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether the employee or family member has contracted the communicable disease.
- G) Any other reasons required by law.

For sick and safe leave purposes, family member is defined as an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

Other Acceptable Uses

Regular fulltime and permanent part-time employees are also permitted to use sick and safe leave for the following items:

- Up to \$1,000 worth of accrued unused sick and safe leave may be used to cover the costs of health insurance deductibles annually (see separate health insurance policy).
- Up to \$2,000 worth of accrued unused sick and safe leave may be used toward the purchase of fitness equipment/memberships annually (see separate sick and safe leave for fitness program/policy).

Documentation of Leave

When an employee uses sick and safe time for more than two consecutive days, or as defined by the employee's collective bargaining agreement, the City may require reasonable supporting documentation that the sick and safe time is covered under A) as listed of the Eligible Uses.

For sick and safe time under Eligible Uses – A), B), E) and F), reasonable documentation may include a signed statement by a health care professional indicating the need for use of sick and safe time. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used sick and safe time for a qualifying purpose covered by Eligible Uses – A), B), E) and F).

For sick and safe time under Eligible Uses – C), the City shall accept a court record or documentation signed by a volunteer or employee of a victim's services organization, an attorney, a police officer, or an antiviolence counselor as reasonable documentation.

For sick and safe time to care for a family member under Eligible Uses – B), the City will accept a written statement from the employee indicating that the employee is using or used sick and safe time for a qualifying purpose as reasonable documentation.

The City will not require disclosure of details relating to domestic abuse, sexual assault, or stalking or the details of an employee's or an employee's family member's medical condition as related to an employee's request to use sick and safe time under this section.

Written statements by an employee may be written in the employee's first language and need not be notarized or in any necessary format. In accordance with state law, the City will not require an employee using sick and safe time to find a replacement worker to cover the hours the employee will be absent.

The employee must keep their supervisor or designee informed regularly of the employee's condition and expected return to work. An employee is expected to call in and advise his or her supervisor unless employee is hospitalized and unable to communicate or otherwise not required under this policy. Employee's spouse or relative may call in and keep the supervisor advised of employees' status if the employee is hospitalized.

Illness beyond two days may be considered a serious medical condition and may require FMLA leave. Beyond two days, the employee will need to work with the Human Resources Department. See separate FMLA policy.

Holiday Leave during Sick and Safe Leave

If a regularly scheduled holiday falls during an eligible fulltime and permanent part-time employees' illness, it will not be considered sick and safe leave but holiday leave.

Bereavement Leave during Sick and Safe Leave

If eligible fulltime and permanent part-time employees suffer the loss of an eligible family member, as identified in the City's bereavement leave policy, during sick and safe leave and bereavement leave is appropriate, the time off for bereavement leave will not be considered sick and safe leave. See separate bereavement leave policy.

Abuse of Leave Time

Abuse of sick and safe leave is considered just cause for disciplinary action up to and including suspension without pay, demotion or dismissal. Examples of abuse of sick and safe leave include but are not limited to the following: using leave for reasons other than listed in this policy such as not actually being sick or needing to care for another person or taking leave with the intent to extend the weekend.

Injury on Duty-Worker's Compensation

In the event of on-the-job injuries or incapacities, eligible covered regular fulltime and regular, permanent part-time employees, shall be entitled to the following:

- After the first thirty (30) days, when an employee is eligible for workers' compensation payments, employees may supplement these payments with a prorated portion of employee's sick and safe leave so the combination of the two benefits will equal employee's regular salary. If employee should exhaust their accumulated sick and safe leave, employee will receive workers' compensation payments only. Working days only will be counted when using sick and safe leave.

Benefits and Return to Work Protections

During an employee's use of sick and safe time, benefited employees will continue to receive the City's employer benefit contribution(s) as if they were working, and the employee will be responsible for any share of their benefit contribution(s).

An employee returning from time off using accrued sick and safe leave is entitled to return to their City employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. An employee's length of service during sick and safe leave absences will continue to accrue as if the employee has been continually employed.

Retaliation Prohibited

The City shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce or otherwise retaliate or discriminate against an employee for asserting sick and safe leave rights, requesting an appropriate sick and safe leave absence, or pursuing remedies. Further, use of sick and safe leave will not be factored into any attendance point system the City may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under sick and safe leave.

If an employee believes they have been retaliated against or improperly denied sick and safe rights under this law, they can file a complaint with their department head, human resources, or the City Administrator. Employees may also file a complaint with the Minnesota Department of Labor and Industry.

Payment Upon Retirement

Payment of accumulated sick and safe leave, with accumulated vacation leave, shall not exceed an amount equivalent to one-year present rate of pay at time of retirement (as defined by the

appropriate retirement fund) or involuntary layoff. Layoff shall include any termination enacted by the City which is not a disciplinary action.

Employees hired before January 1, 2005 shall have their accumulated sick and safe leave paid out at one hundred percent (100%) of accumulation.

Employees hired on or after January 1, 2005 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 the Maximum Accrual section above.

To be qualified to receive the unpaid sick leave on retirement, the employee must submit a written retirement resignation to their department head at least fourteen calendar days before their retirement date, must retire, and meet the PERA retirement requirements.

If death should occur before retirement, the accumulated sick leave will be paid to a designated beneficiary, if there is none designated, then to the widow or widower, and if no widow or widower, then it is to be paid to the estate.

Violation

Any violation of this policy by a City employee will be cause for appropriate disciplinary action up to and including discharge.

Disclaimer

Nothing in this section, regardless of its clarity or specificity, creates, or is intended to create, and employee acknowledges that nothing in this section creates, or intended to create, an express or implied contract, covenant, promise, representation between the City and its employees related to sick and safe leave.

The City may change or eliminate this policy, or portions thereof, at its discretion at any time, and without notice.

This policy does not vest in any employee a right, benefit, or privilege related to sick and safe leave, not otherwise required by law, which cannot be changed or eliminated by the City Council, in its exclusive discretion, at any time without notice to employees.

Sick and safe leave or any components thereof not otherwise required by law shall remain solely within the discretion of the employer to modify, establish or eliminate. The foregoing enumeration of the employer's authority related to sick and safe leave shall not be deemed to exclude other inherent management rights and functions.

The employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way related to sick and safe leave.

**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 Council
FROM: Jim McCoy, Fire Chief
DATE: March 12, 2026
SUBJECT: Temporary Hire of Full-time Firefighter

As you know, we operate daily with nine full-time firefighters that are split into three shifts. Due to an injury in the last quarter of 2025, which is still in progress, we had been operating short staff by one. In early 2026 an additional member has been out due to extended leave.

Our staff have been working overtime and personnel have been moved from their assigned shift to cover the positions left open due to injuries and leave. As our volume of calls increases, we are putting undue amounts of stress on our remaining firefighters. To alleviate burnout, and create a better work life balance, I am asking the council to approve the hiring of a temporary full-time firefighter. The civil service commission approved the hiring of a temporary firefighter at their meeting March 6, 2026.

I am requesting the council approve the hiring of a temporary full-time firefighter.

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: March 9, 2026
Subject: Off-Sale License Transfer Request

The Clerk's Office has received an application for an Off-Sale Hard Liquor License from Austin South Highway Liquor LLC, 3011 W Oakland Ave. This is a license transfer request. This was previously held by Austin Highway Liquor LLC.

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

Please let me know if you have any questions.

RESOLUTION NO.

APPROVING OFF-SALE LIQUOR LICENSE TRANSFER

WHEREAS, the corporation hereinafter named has applied to the City Council at Austin, Minnesota, for license to transfer their off-sale liquor license to the respective corporation name listed below; and

WHEREAS, after due investigation, it appears said applicants for said license for sale of off-sale liquor have complied with all the provisions of the law relative thereto and are entitled to have a license issued to them, subject to the approval of the Minnesota Alcohol and Gambling Enforcement, for the address listed below the name.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Austin, Minnesota does hereby grant a license for the sale of off-sale liquor to the following named licensee at the following location in Austin, Minnesota, which license shall expire December 31, 2026.

Austin Highway Liquor LLC
dba Austin Highway Liquor
3011 W Oakland Ave
Austin, MN 55912

to

Austin South Highway Liquor LLC
3011 W Oakland Ave
Austin, MN 55912

Passed by a vote of Yeas and Nays this 16th 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 donations:

<u>Gift</u>	<u>Donor</u>	<u>For</u>
\$200	Austin Part-Time Firefighter Relief Association	Weight Room
\$1,572.40	Belita Schindler	Benches
\$1,500.00	Eagles Club	Nature Center Cameras

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

Passed by a vote of yeas and nays this 16th day of March, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

City of Austin
Zoning Department



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

Memorandum

To: Mayor and City Council

Cc: 703 5th St LLC, 3501 Georgia Ave N, Minneapolis, MN 55427

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 703 5th St NW, 703 5th St LLC Property

Date: March 13, 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 703 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

February 18th, 2026

703 5th St LLC
3501 Georgia Ave N
Minneapolis, MN 55427

RE: Violations at 703 5th St NW Austin, MN 55912

Dear Sir or Madam:

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 February 18th, 2026 at this site and the following issues need to be resolved:

Remove all junk from property

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

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

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

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

B. *Public nuisances affecting health*

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

D. *Public nuisances affecting peace and safety.*

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

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

NOTICE AND ABATEMENT.

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

F. The notice shall be served in person or by certified or registered mail. If the premises are not occupied and the owner is unknown, the notice may be served by posting it on the

premises. The notice shall specify the steps to be taken to abate the nuisance and the time, not exceeding ten (10) days, within which the nuisance is to be abated.

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

City Code Section 10.14, Subd. 5:

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

City Code Section 10.14, Subd. 6:

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

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

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

Sincerely,



Brent Johnson
Zoning Inspector

TIME STAMP 



March 11, 2026
11:01 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: Sarah Fink, 1005 8th St NW, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 1005 8th St NW, Fink Property

Date: March 13, 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 1005 8th St NW. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

City of Austin
Zoning Department



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

May 22nd, 2025

Sarah Fink
1005 8th St NW
Austin, MN 55912

RE: Violations at 1005 8th St NW Austin, MN 55912

Dear Sarah:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on May 22nd, 2025 at this site and the following issues need to be resolved:

A. Provide current registration for all vehicles, and must be operable. Remove from property or store in an enclosed structure

The violation of Austin City Code Sections 10.33 were found. These City Code sections read as follows:

City Code Section 10.33 Subd.F

TEMPORARY STORAGE. Temporary storage of an unoccupied recreational travel trailer, vehicles, boats and trailers and the like will be permitted for a seven-month period of time of a given calendar year and within the limitations set forth in this section of side or rear yards of a private residence providing it meets zoning setback requirements.

City Code Section 10.33 Subd. 1 (G)

Operable equipment for transportation of people, goods or material and equipment ordinarily used for recreational purposes. Including shall be, by way of example and not limitation, automobiles, trucks, pick-up trucks, trailers, marine crafts, snowmobiles, all terrain vehicles, motor homes, pick-up campers, buses, and camping trailers.

City Code Section 10.33 Subd. 2. Off-street outside parking within residential districts.

A. Vehicle outside parking shall be accessory to the permitted primary use of the property, and vehicles parked on a property must be owned by a licensed resident of the property except as follows:

B. The number of vehicles permitted for outside parking in rear yard and side yard areas shall be limited as follows:

1. Two currently registered passenger vehicles registered to the licensed owner/occupant of the residence may be parked in the rear or side yard areas.

2. In addition to currently registered passenger vehicles, two recreational vehicles may be temporarily stored in the rear yard. If a recreational vehicle is of a type which is required to be registered, it must be currently registered.

3. C. Outside parking of vehicles shall not be permitted in any portion of the front yard unless the vehicle is parked on a driveway or on a hard-surfaced parking area directly adjacent to the side of the driveway and vehicles are currently registered. The square footage of the front yard which is devoted to green space shall always be as required by the applicable provisions of the City of Austin Zoning Ordinance.

City Code Section 10.33 Subd. 4. *Procedure on violations.* Any violation of this section is declared to be a nuisance. Upon ten days written notice to the owner of private premises on which such vehicle is found, as shown by the records in the office of the City Zoning Office or by the placarding of said vehicle, the city may remove the vehicle and certify the cost of such removal as any other special assessment.

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 cursive script, appearing to read "Brent Johnson".

Brent Johnson
Zoning Inspector

TIMESTAMP 

March 11, 2026
10:59 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**

April 9th, 2025

Walter & Audrey Hastings or
Current Resident
1306 11th St NW
Austin, MN 55912

RE: Zoning Violations at 1306 11th St NW, Austin, MN 55912

Dear Walter, Audrey or Current Resident:

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 April 9th, 2025 at this site and the following issues need to be resolved:

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

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

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

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

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

City Code Section 10.01 Subd. 4 Containers

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

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

B. *Container requirements.* Each container shall be watertight, shall be impervious to insects and rodents and shall not exceed 32 gallons in capacity, garbage containers when full shall not exceed 60 pounds in weight, when waste is collected by licensed haulers by mechanical lifting devices, the use of the container shall not exceed 90 gallons or limited, as defined by the hauler. Containers shall be maintained in good and sanitary condition. Any container not conforming to the requirements of this section or having ragged or sharp edges or any other defect likely to hamper or injure the person collecting the contents shall be promptly replaced after notice by the city. Notwithstanding the foregoing, grass clippings and leaves may be temporarily stored in bags provided by licensed garbage haulers for pick up by licensed garbage haulers or in plastic bags provided by the owner for ultimate disposal at a site designated by the Council.

C. *Placement.*

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

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

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

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

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

B. *Public nuisances affecting health*

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

D. *Public nuisances affecting peace and safety.*

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

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

NOTICE AND ABATEMENT.

E. Whenever a public officer or other person charged with enforcement determines that a public nuisance is being maintained or exists on premises in the City, the City enforcement

officer shall notify in writing the owner or occupant of the premises of such fact and order that such nuisance be terminated and abated.

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

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

City Code Section 10.14, Subd. 5:

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

City Code Section 10.14, Subd. 6:

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

Please resolve the City Code violations within **10 days** of the date of this letter, or the matter will be referred to the Austin City Council for corrective action. Council generally meets the first and third Mondays of every month. You will be fined a maximum of \$150, the amount varies depending on the type of violations.

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

Sincerely,



Brent Johnson
Zoning Inspector

TIME STAMP 

March 11, 2026
10:57 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: Borere Batikare, 707 6th Ave SW, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 707 6th Ave SW, Batikare Property

Date: March 13, 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 707 6th Ave SW. 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

February 25th, 2025

Borere Batikare
707 6th Ave SW
Austin, MN 55912

RE: Zoning Violations at 707 6th Ave SW, Austin, MN 55912

Dear Borere:

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 February 25th, 2025 at this site and the following issues need to be resolved:

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

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

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

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

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

City Code Section 10.01 Subd. 4 Containers

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

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

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

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

C. *Placement.*

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

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

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

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

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

B. *Public nuisances affecting health*

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

D. *Public nuisances affecting peace and safety.*

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

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

NOTICE AND ABATEMENT.

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

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

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

City Code Section 10.14, Subd. 5:

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

City Code Section 10.14, Subd. 6:

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

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

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

Sincerely,



Brent Johnson
Zoning Inspector

LIME STAMP 

March 11, 2026
10:46 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: Dustin & Hannah Dornink, 1089 Highway 105, Saint Ansgar, IA 50472

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse, Garbage, and Location of Garbage Can
At 1112 1st Ave NW, Dornink Property

Date: March 13, 2026

May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of refuse, garbage, and location of garbage can at 1112 1st Ave NW. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

**City of Austin
Zoning Department**



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

February 24th, 2026

Dustin & Hannah Dornink
1089 Highway 105
Saint Ansgar, IA 50472

RE: Zoning Violations at 1112 1st Ave NW Austin, MN 55912

Dear Dustin & Hannah:

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 February 24th, 2026 at this site and the following issues need to be resolved:

- 1. Garbage containers shall not be permitted to remain on curbside or in front yard for more than 24 consecutive hours.**
- 2. All refuse must be in watertight containers and lawfully disposed of, at least once each week during the year.**

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

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

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

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

City Code Section 10.01 Subd. 4 Containers

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

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

B. *Container requirements.* Each container shall be watertight, shall be impervious to insects and rodents and shall not exceed 32 gallons in capacity, garbage containers when full shall not exceed 60 pounds in weight, when waste is collected by licensed haulers by mechanical lifting devices, the use of the container shall not exceed 90 gallons or limited, as defined by the hauler. Containers shall be maintained in good and sanitary condition. Any container not conforming to the requirements of this section or having ragged or sharp edges or any other defect likely to hamper or injure the person collecting the contents shall be promptly replaced after notice by the city. Notwithstanding the foregoing, grass clippings and leaves may be temporarily stored in bags provided by licensed garbage haulers for pick up by licensed garbage haulers or in plastic bags provided by the owner for ultimate disposal at a site designated by the Council.

C. *Placement.*

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

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

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

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

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

B. *Public nuisances affecting health*

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

D. *Public nuisances affecting peace and safety.*

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

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

NOTICE AND ABATEMENT.

E. Whenever a public officer or other person charged with enforcement determines that a public nuisance is being maintained or exists on premises in the City, the City enforcement

officer shall notify in writing the owner or occupant of the premises of such fact and order that such nuisance be terminated and abated.

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

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

City Code Section 10.14, Subd. 5:

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

City Code Section 10.14, Subd. 6:

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

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

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

Sincerely,



Brent Johnson
Zoning Inspector

TIME STAMP 

1112

March 11, 2026
11:04 AM

