



**AGENDA
CITY COUNCIL MEETING
MONDAY, JULY 6, 2026
5:30 PM
CITY HALL COUNCIL CHAMBERS**

Call to Order/Pledge of Allegiance

Roll Call

1. Adoption of Agenda
2. Approving minutes from June 15, 2026
3. *Consent Agenda
 - a. Licenses
Mobile: Asian Lotus, Austin, MN
Temporary Liquor: Gravity Storm on August 29 & 30, 2026
 - b. Events
High Water on July 16, 2026
 - c. Financial Reports
Pre-List of Bills
 - d. Appointments
Aaron Stewart to the Police Civil Service Commission — expiring December 31, 2027
4. Recognitions and Awards
 - a. Dave McKichan Retirement
 - b. Step Up Award
 - c. New Officer Introductions
 - d. New Library Staff Introduction

Public Hearings

Bids & Awards

Petitions and Requests

5. Approving a 2026 – 2028 Labor Agreement and Memorandum of Agreement with the Law Enforcement Labor Services
 - a. Resolution — Approving a 2026-2028 labor agreement with LELS
6. Approval of Revised 2026 Salary Range for the City Administrator Position
 - a. Resolution - Approving the revised 2026 salary range for the City Administrator
7. Requesting approval to amend section 10.10 of the City Code - clarifying the procedure for a dangerous dog appeal
 - a. For the preparation of the ordinance
 - b. For the adoption of the ordinance
8. Requesting approval to amend section 2.71 of the City Code for special assessments and renumbering of the City Code
 - a. For the preparation of the ordinance
 - b. For the adoption of the ordinance
9. Requesting approval to amend Ch. 5 of the City Code — clarifying and updating of brewer liquor licenses
 - a. For the preparation of the ordinance
 - b. For the adoption of the ordinance
10. Approving Legacy Grant Application Request to the GMRPTC for Continuing Expanded Environmental Education Programs
 - a. Resolution — Approving a grant application request for the Jay C. Hormel Nature Center
11. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at the following location: 1718 3rd St NE, Sauer Property
12. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at the following location: 705 14th Ave SW, Hemann Housing LLC
13. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at the following location: 610 4th St NW, Gebisa property

Citizens Addressing the Council

Members of the public may address the City Council on items that are not otherwise on the agenda. Each speaker is limited to two minutes. The Council will listen to comments but may not enter into a dialogue, take immediate action, or answer questions during this time.

Honorary Council Member Comments

Reports and Recommendations

City Administrator Council Members

Adjourn

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



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

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

MEMBERS ABSENT: Council Member Jason Baskin, Council Member Oballa Oballa

MEMBERS LATE/EXITING:

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

APPEARING IN PERSON: Austin Daily Herald, Discover Austin Representative Nancy Schnable

Call to Order/Pledge of Allegiance

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

Roll Call

1. Adoption of Agenda

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

2. Approving minutes from June 1, 2026

Moved by Council Member Fischer, seconded by Council Member Waller, approving Council minutes from June 1, 2026. Carried.

3. *Consent Agenda

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

a. Licenses

Tree Service: Koehler's Yard Service, Austin, MN

Mobile: Essential Foods, Joplin, MO

Low Potency Hemp Edible Registration: Cheers Vape, Austin, MN

Low Potency Hemp Edible Registration: Bell Liquor, Austin, MN

b. Events

%k Fun Run and Walk on June 26, 2026

We the People on June 27, 2026

Darren Dash on July 3rd, 2026

c. Financial Reports

Pre-list of Bills

4. Recognitions and Awards

None.

5. Proclamation

a. Parks and Recreation Month

Mayor King read a proclamation declaring the month of July as Parks and Recreation Month.

6. Presentation

a. Discover Austin - Nancy Schnable

Nancy Schnable from Discover Austin presented their annual 2025 report to Council.

Public Hearings

None.

Bids & Awards

7. Hazardous Housing Asbestos Removal - 104 3rd Avenue SE

Public Works Director Steven Lang stated they identified this home through the Planning and Zoning Department as a hazardous structure. The first step is asbestos abatement. The City received two bids for asbestos abatement. JMax Specialty Contracting was the low bidder for asbestos abatement at \$6345. This will come out of our nuisance fund, and they would recommend approval.

a. Resolution — Awarding Bid for Asbestos Abatement

Moved by Council Member Fischer, seconded by Council Member Helle, adopting a resolution awarding a bid to JMax Specialty Contracting for asbestos abatement at 104 3rd Avenue SE. Carried 5-0.

8. 2026 Street Striping Project

Public Works Director Steven Lang stated the City requested line striping bids and Sir Lines-a-Lot was the low and only bidder at \$13,554. This will come out of the Sign Department general fund and they would recommend approval.

a. Resolution — Awarding Bid for Pavement Striping

Moved by Council Member Postma, seconded by Council Member Waller, adopting a resolution awarding a bid to Sir Lines-a-Lot for the 2026 street striping. Carried 5-0.

Petitions and Requests

9. WWTP Expansion & Phosphorus Reduction Project, Change Order 012

Public Works Director Steven Lang reviewed Change Order #12 and stated that seven work change directives are being presented to Council. Mr. Lang stated there is a credit in the amount of \$323,434, which includes 7 WCD's valuing a \$175,301.23 credit to the Domestic budget and a \$148,132.77 credit to the Industrial budget. He requests approval of Change Order #12.

a. Resolution — Approving Change Order No. 12

Moved by Council Member Fischer, seconded by Council Member Waller, adopting a resolution approving Change Order #12. Carried 5-0.

10. Interim City Administrator Agreement

Mayor King stated they are looking for approval of an agreement with Dave Unmacht to work as the Interim City Administrator. Mr. Unmacht would be in the position until at least September 25th at the rate of \$175.00 per hour. He would recommend approval of the contract.

a. Resolution — Approving an Independent Contractor Agreement with Dave Unmacht

Moved by Council Member-at-Large Austin, seconded by Council Member Helle, adopting a

resolution approving an agreement with Dave Unmacht as the Interim City Administrator. Carried 5-0.

11. I-90 Business Park Plat

Planning and Zoning Administrator Holly Wallace provided information about the I-90 Business Park Plat. She stated that the property is owned by the Austin Port Authority, which is proposing the plat to facilitate its development. The area covers approximately 25 acres and consists of 11 lots, two utilized for stormwater ponds. Ms. Wallace noted that the Planning Commission, comprised of seven members, voted unanimously in favor of recommending approval of the final plat to the council. Ms. Wallace requests Council approval of the plat.

a. Resolution — Accepting Final Plat for I-90 Business Park

Moved by Council Member Fischer, seconded by Council Member Helle, adopting a resolution approving the I-90 Business Park Plat. Carried 5-0.

12. Audit Assistance Services Contractor Agreement

Mayor King stated Bradley Carlton was recommended by the auditors at CliftonLarsonAllen to assist with the financial audit. Mr. Carlton's rate would be \$175.00 per hour; he would work 60 hours and complete the audit by July 15th. Mayor King stated there is another proposal on the agenda and that he was unsure how it was placed on the agenda. Mayor King asked Finance Director Emily Burns for more information.

Ms. Burns stated that Craig Clark, the exiting City Administrator, sent her an e-mail that asked, "What are the constructs of Tom's availability, and how did she see this moving forward. This agreement should outline the specific tasks and have an hourly rate. Did she see any issues with this?" Ms. Burns stated that this pertained to a request she was preparing for Tom Dankert. Ms. Burns stated she emailed the Mayor and Human Resources Director, Trish Wiechmann, on Sunday, June 7th, to notify them of her intent to present this agreement to Council at the June 15th Council meeting. Ms. Burns also stated at the June 1st Council meeting that she had requested an extension for the audit. During that update, she indicated she would like to have Tom Dankert assist the finance department with the audit, as he has historical knowledge. It was indicated to her that she should contact Mr. Dankert.

Council Member-at-Large Austin stated Mr. Dankert has been willing and able to assist the City from the beginning, and he would like to turn down the contract with Mr. Carlton and move forward with Mr. Dankert.

Ms. Burns stated they do not lack the knowledge to perform an audit; they lack the knowledge to perform one with the specifics related to Austin.

Mayor King would be in favor of working with Mr. Carlton; they have already prepared a contract for him.

Council Member Helle asked if Mr. Carlton had begun any work on the Audit.

Mayor King stated Mr. Carlton had been given a laptop and access to the network, and that he has been working remotely.

- a. Resolution - Approving an Independent Contractor Agreement with Bradley Carlton

Motion by Council Member Helle to **not** approve a resolution for an agreement with Bradley Carlton for audit assistance, seconded by Council Member-at-Large Austin. Carried 4-1. (Council Member Fischer Nay)

13. 2025 Audit Update

Council Member-at-Large Austin made a motion to approve temporary assistance from Mr. Dankert with Mr. Byram reaching out to Mr. Dankert to approve a contract at the proposed rate.

- a. Resolution — Approving Temporary Assistance for the 2025 Financial Audit

Motion by Council Member-at-Large Austin, seconded by Council Member Helle, to approve a resolution approving temporary assistance for the 2025 financial audit from Mr. Tom Dankert. Carried 4-1. (Council Member Fischer Nay)

14. Council Chambers Panic Hardware, Door Replacement, and Lock Replacement

City Clerk Brianne Wolf has been reviewing the safety and security measures in the Council Chambers. Following an inspection by the State Fire Marshal, it has been determined that panic hardware must be installed on all doors within the Council Chambers. Additionally, a new door slab is needed, as the southern door leading to the hallway no longer closes properly. Clerk Wolf collaborated with Brian Mason from Building Maintenance to obtain a quote. They received an estimate from Southern Lock and Glass for \$6,750.91, which includes installation and hardware. Funding for this project will be sourced from the contingency budget.

Furthermore, another basement door equipped with a cipher lock has failed and requires replacement. Mr. Mason has secured a quote from Sellers Lock and Key to replace this lock for \$1,172.00. The funding for this replacement will come from the building fund.

They request Council approval for the installation of the hardware, replacement of the door and lock.

- a. Resolution — Approving City Hall and Council Chambers Safety & Security Improvements

Moved by Council Member Helle, seconded by Council Member-at-Large Austin, adopting a resolution approving the safety and security updates to Council Chambers.

Carried 5-0.

Citizens Addressing the Council

Members of the public may address the City Council on items that are not otherwise on the agenda. Each speaker is limited to two minutes. The Council will listen to comments but may not enter into a dialogue, take immediate action, or answer questions during this time.

None.

Honorary Council Member Comments

None.

Reports and Recommendations

Council Members

Public Works Director Steven Lang gave an update on the Point of Sale Ordinance. Mr. Lang stated as of June 8th, all the backlogged inspections were now up-to-date. Mr. Lang also gave an update on the bridge reconstruction in the area.

Council Member Waller stated she was disappointed in this evening's Council meeting. She is excited to have Mr. Unmacht on board. She stated the City needs a strong leader who will build the culture and strong relationships.

Council Member-at-Large gave an update on the Library Board meeting.

Council Member Helle stated a friend of hers was in downtown Austin this weekend with a companion, enjoying a night out. Suddenly, a stranger approached them and asked to know the gender of her companion. When he didn't get the answer he wanted, he attacked both of them. This is not acceptable and not the Austin she wants to live in. This is why June is Pride Month and why people like her will keep speaking out. Austin is still a place where some people face hate and harm just for who they are. She believes physical violence often starts with dehumanization. It begins with name-calling and labeling people as less than human or as animals. Just a year ago, she spoke about the tragic death of Melissa Hortman. People need to step in when they see people dehumanizing others. It is our responsibility to create the Austin we want. This is our community, and we must take care of it. We have the power to decide what behavior is acceptable. She urges everyone to take this seriously: Interrupt and call out dehumanization when you see it. Help her make Austin a place where everyone feels safe and belongs.

Council Member Fischer stated he was at the Downtown Dish event on Saturday, and it was great to see a lot of people attending. He thanked all who were able to come out to the event.

Mayor King stated The Hormel Institute hosted the 7th Global Cancer Consortium. The City has the top doctors from all over the world visiting Austin. This was the first time in its history it was hosted in the United States, and they chose to host it in Austin.

Adjourn

Moved by Council Member Fischer, seconded by Council Member Helle, adjourning the meeting to July 6, 2026. Carried.

Adjourned: 6:29 p.m.

Approved:

Mayor:

City Clerk:

M I N U T E S
DANGEROUS DOG HEARING
June 15, 2026
4:00 PM
Council Chambers

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

MEMBERS ABSENT: Council Member Rebecca Waller, Jason Baskin

STAFF PRESENT: Community Service Officer Ernesto Cantu, City Attorney Craig Byram, and City Clerk Brianne Wolf

APPEARING IN PERSON: Juan & Jill Herrera

Mayor King called the meeting to order at 4:00 p.m.

City Attorney Craig Byram summarized the information for the dangerous animal appeal for the Council. He stated this meeting concerned an appeal of a dangerous dog designation issued by Officer Cantu following a dog bite incident on May 31, 2026, at approximately 9:00 p.m. near 2011 12th Avenue NE. The council is being asked to determine whether the dangerous dog designation should be upheld and, if so, whether the dog should be destroyed under the city ordinance. Mr. Byram stated the record included Officer Cantu's report, Officer Bradley's brief report, photographs of the dog, photographs of the victim's injuries, the dangerous dog notice, and the owners' appeal. The basic facts did not appear to be disputed. The victim was walking on the sidewalk when the dog, while outside with its owner present, ran toward her and bit her leg. The bite caused a 4 cm laceration and a 2 cm puncture wound, both of which required sutures.

Officer Cantu designated the dog as dangerous because it caused bodily injury or disfigurement to a person. He also recommended that the dog be destroyed, citing the ordinance criteria related to a vicious attack, unprovoked attack, attack without warning, or multiple attacks. The speaker noted this appeared to be the dog's first known incident, but the issue was whether the attack was unprovoked and occurred without warning.

The owners filed a timely appeal and expressed regret over the incident. They also stated they were willing to take necessary steps to protect public safety. Mr. Byram explained the council could uphold the dangerous dog designation without ordering the dog destroyed if the owners agreed to comply with the city's dangerous dog requirements. Those requirements include a secure enclosure, warning signs, a dangerous dog tag, liability insurance of at least \$300,000, county registration, current licensing and vaccinations, microchipping, and updated registration if the dog is moved.

Mr. Byram emphasized that the process was difficult and unfortunate for everyone involved, but the council must apply the city ordinance and focus on preventing any future injury.

Officer Cantu was called to provide testimony regarding the dog bite incident previously described. He confirmed responding to dog bite reports is part of his duties and that he responded to the incident at the date, time, and location previously identified.

Officer Cantu confirmed, based on his investigation and conversations with the victim and the dog's owner, the dog ran toward the victim and bit her in the leg. He confirmed the dog shown in the photograph was the same dog involved in the incident and the same dog he transported to the pound. He further stated the dog remained at the pound and was approximately two and a half years old. The owners did not dispute ownership of the dog.

Officer Cantu reviewed the dangerous animal notice he completed and served on the owner. He confirmed he checked the box indicating the animal caused bodily injury to a person on public or private property. He stated the victim was on the sidewalk when she was bitten and he received no information indicating the dog had been provoked.

Officer Cantu also confirmed he recommended the dog be destroyed. He testified he believed the attack met the ordinance criteria due to its vicious nature, that it was unprovoked, and it occurred without warning. He stated he stood by both his designation of the dog as dangerous and his recommendation the Council order the dog destroyed.

No further questions were asked of Officer Cantu.

The owners of the dog were given the opportunity to present to Council.

Owner Juan Herrera spoke to Council. Mr. Herrera stated the dog has always been around children, family, friends, and neighbors without prior issues. On the day of the incident, the family was having a cookout, and people, including children, were going in and out of the house. The owner said the dog was normally kept inside and the home has a fenced yard, but the dog ran out during the activity.

The owner acknowledged that the dog bit the victim and stated there were witnesses present. The owner said they yelled to the victim that the dog did not bite and was only barking, because the dog had never acted aggressively before. The owner described being surprised by the dog's behavior and said the dog ran back into the house after being yelled at.

The owner stated they do not believe the dog is dangerous, noting that the dog has not previously shown that type of reaction toward people or other dogs. The owner suggested the dog may have been in heat at the time, which may have affected her behavior, but acknowledged that this was only a possible explanation.

The owner expressed regret for what happened and stated they are willing to comply with any requirements necessary to keep the dog, including insurance and other safety measures. The owner emphasized that the dog is part of their family and asked for the opportunity to keep her. Council Member Postma asked Attorney Byram what the Council's options were.

Mr. Byram stated they have two options; the dog be deemed dangerous and destroyed or the dog be deemed dangerous and protective mechanisms put in place before it would be released back to the owners.

Moved by Council Member-at-Large Austin, seconded by Council Member Postma, to declare the animal as dangerous and only to be released once the owners have met all the criteria listed within the City of Austin ordinances. Carried 5-0.

Moved by Council Member-at-Large Austin, seconded by Council Member Helle, to adjourn. Carried.

Adjourned: 4:29 p.m.

Approved: July 6, 2026

Mayor: _____

City Clerk: _____



Memorandum

To: City Council

From: Jason Schon, Parks, Recreation and Forestry Director

Date: July 6, 2026

Subject: Step Up Award

The “Step Up Award” is a recognition program presented by the City to honor local individuals, businesses, and organizations for their volunteer service, sponsorship of programs and events, promotional efforts, outstanding service in the interest of the City, and other meaningful contributions that enhance the quality of life in Austin.

The award is administered by the Parks, Recreation & Forestry Director, with recipients nominated and selected by the Parks, Recreation & Forestry Board.

The award is presented quarterly during City Council meetings, specifically at the first meeting of January, April, July, and October.

The Parks, Recreation & Forestry Board Recommends that Austin City Council present the July 2026 Step Up Award to Gretchen Ramlo in recognition of her outstanding service and contributions to the Austin community.



Memorandum

To: Mayor and City Council

From: Trish Wiechmann, Human Resources Director

Date: July 6, 2026

Subject: Approving a 2026 – 2028 Labor Agreement and Memorandum of Agreement with the Law Enforcement Labor Services

Members of Law Enforcement Labor Services (LELS) recently ratified a collective bargaining agreement for the period of January 1, 2026, through December 31, 2028. The agreement has been signed by the bargaining unit representatives, reflects the City's market review, and is consistent with the Council's direction regarding compensation and recently adopted personnel policies.

As part of the tentative agreement, the parties also executed a Memorandum of Agreement (MOA) regarding health insurance. The MOA provides that the City will meet with the bargaining unit regarding health insurance, while the collective bargaining agreement establishes that bargaining unit members will receive the health insurance benefits approved by the City Council for non-union employees.

The modified provisions of the agreement include, but are not limited to, the following:

- Establishment of a three-year labor agreement through December 31, 2028
- Wage schedule adjustments of 3.75%, 3.75%, and 3%, consistent with the approved pay plan;
- Creation of a Senior Police Officer classification to provide an additional career progression opportunity within the bargaining unit;
- Updates to the City's sick leave provisions, including the revised sick leave cap and payout provisions consistent with recently adopted City policy;
- Revision of the vacation schedule to align with the City's updated vacation policy;
- Adoption of the City's standard health insurance language, providing employees with the

- same health insurance benefits approved by the City Council for non-union employees;
- Increase in the night shift differential;
 - Establishment of an annual stipend for members serving on the Special Incident Response Team (SIRT) in recognition of the additional training, readiness, and responsibilities associated with those assignments;
 - Increase in the annual clothing and uniform allowance from \$750 to \$800 beginning in the third year of the agreement.

Approve the 2026–2028 collective bargaining agreement and accompanying MOA between the City of Austin and Law Enforcement Labor Services (LELS) and authorize the Mayor to execute the agreement and the City Administrator to attest the agreement.

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

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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.
- 16.12 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.
- 16.13 Employees, who perform field training officer (FTO) duties, shall receive one hour (1) of compensatory time for every ten hours of FTO duties performed.
- 16.14 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.
- 16.15 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


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

SIGNATURE OF CITY
REPRESENTATIVE

Mayor
City of Austin, Minnesota

ATTEST:

Chad Worden Digitally signed by Chad Worden
Date: 2026.06.16 08:27:37 -05'00'

Business Agent
Law Enforcement Labor Services, Inc.

City Administrator

Date: 06-22-2026

Date: _____

2026 BPS - Step System

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

Notes:

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

2027 BPS - Step System

Job Evaluation Point Range		Grade	Pay Range - 2,080 hourly rates						
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
			Start	6 mos.	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.
Min	Max	1-36	75.00%	79.17%	83.33%	87.50%	91.67%	95.83%	100.00%
150	163	1	\$25.10	\$26.49	\$27.88	\$29.28	\$30.67	\$32.06	\$33.46
164	178	2	\$25.84	\$27.27	\$28.71	\$30.14	\$31.58	\$33.01	\$34.45
179	193	3	\$26.61	\$28.09	\$29.57	\$31.05	\$32.52	\$34.00	\$35.48
194	209	4	\$27.41	\$28.93	\$30.45	\$31.97	\$33.50	\$35.02	\$36.54
210	225	5	\$28.23	\$29.80	\$31.37	\$32.94	\$34.50	\$36.07	\$37.64
226	241	6	\$29.08	\$30.69	\$32.31	\$33.92	\$35.54	\$37.15	\$38.77
242	258	7	\$29.95	\$31.61	\$33.27	\$34.94	\$36.60	\$38.26	\$39.93
259	276	8	\$30.85	\$32.56	\$34.27	\$35.99	\$37.70	\$39.41	\$41.13
277	294	9	\$31.78	\$33.54	\$35.31	\$37.07	\$38.84	\$40.60	\$42.37
295	313	10	\$32.73	\$34.55	\$36.37	\$38.19	\$40.00	\$41.82	\$43.64
314	332	11	\$33.71	\$35.59	\$37.46	\$39.33	\$41.21	\$43.08	\$44.95
333	352	12	\$34.72	\$36.65	\$38.57	\$40.50	\$42.43	\$44.36	\$46.29
353	372	13	\$35.75	\$37.74	\$39.72	\$41.71	\$43.70	\$45.68	\$47.67
373	393	14	\$36.84	\$38.89	\$40.93	\$42.98	\$45.03	\$47.07	\$49.12
394	415	15	\$37.94	\$40.05	\$42.16	\$44.27	\$46.38	\$48.48	\$50.59
416	437	16	\$39.08	\$41.26	\$43.42	\$45.60	\$47.77	\$49.94	\$52.11
438	460	17	\$40.25	\$42.48	\$44.71	\$46.95	\$49.19	\$51.42	\$53.66
461	484	18	\$41.46	\$43.77	\$46.06	\$48.37	\$50.68	\$52.97	\$55.28
485	508	19	\$42.71	\$45.08	\$47.45	\$49.82	\$52.20	\$54.57	\$56.94
509	533	20	\$43.98	\$46.43	\$48.86	\$51.31	\$53.76	\$56.19	\$58.64
534	559	21	\$45.29	\$47.81	\$50.32	\$52.84	\$55.36	\$57.87	\$60.39
560	585	22	\$46.67	\$49.26	\$51.85	\$54.44	\$57.04	\$59.63	\$62.22
586	613	23	\$48.06	\$50.73	\$53.40	\$56.07	\$58.74	\$61.41	\$64.08
614	641	24	\$49.51	\$52.26	\$55.01	\$57.76	\$60.51	\$63.26	\$66.01
642	670	25	\$50.99	\$53.83	\$56.66	\$59.49	\$62.33	\$65.15	\$67.99
671	700	26	\$52.52	\$55.43	\$58.35	\$61.27	\$64.19	\$67.10	\$70.02
701	731	27	\$54.10	\$57.11	\$60.11	\$63.11	\$66.12	\$69.12	\$72.13
732	763	28	\$55.72	\$58.82	\$61.91	\$65.00	\$68.10	\$71.19	\$74.29
764	795	29	\$57.39	\$60.58	\$63.76	\$66.96	\$70.15	\$73.33	\$76.52
796	829	30	\$59.11	\$62.39	\$65.67	\$68.96	\$72.25	\$75.52	\$78.81
830	864	31	\$60.87	\$64.25	\$67.63	\$71.02	\$74.40	\$77.78	\$81.16
865	899	32	\$62.70	\$66.19	\$69.66	\$73.15	\$76.64	\$80.11	\$83.60
900	936	33	\$64.58	\$68.17	\$71.76	\$75.35	\$78.94	\$82.52	\$86.11
937	974	34	\$66.53	\$70.22	\$73.91	\$77.61	\$81.31	\$85.00	\$88.70
975	1013	35	\$68.51	\$72.32	\$76.12	\$79.93	\$83.74	\$87.54	\$91.35
1014	1054	36	\$70.58	\$74.50	\$78.41	\$82.34	\$86.26	\$90.18	\$94.10

Notes:

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

2028 BPS - Step System

Job Evaluation Point Range		Grade	Pay Range - 2,080 hourly rates						
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
			Start	6 mos.	12 mos.	24 mos.	36 mos.	48 mos.	60 mos.
Min	Max	1-36	75.00%	79.17%	83.33%	87.50%	91.67%	95.83%	100.00%
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314	332	11	\$34.73	\$36.66	\$38.58	\$40.51	\$42.44	\$44.37	\$46.30
333	352	12	\$35.76	\$37.75	\$39.73	\$41.72	\$43.71	\$45.69	\$47.68
353	372	13	\$36.83	\$38.87	\$40.92	\$42.96	\$45.01	\$47.05	\$49.10
373	393	14	\$37.94	\$40.05	\$42.16	\$44.27	\$46.38	\$48.48	\$50.59
394	415	15	\$39.08	\$41.26	\$43.42	\$45.60	\$47.77	\$49.94	\$52.11
416	437	16	\$40.25	\$42.49	\$44.72	\$46.96	\$49.20	\$51.43	\$53.67
438	460	17	\$41.45	\$43.76	\$46.06	\$48.36	\$50.67	\$52.97	\$55.27
461	484	18	\$42.71	\$45.08	\$47.45	\$49.82	\$52.20	\$54.57	\$56.94
485	508	19	\$43.99	\$46.43	\$48.87	\$51.32	\$53.76	\$56.20	\$58.65
509	533	20	\$45.30	\$47.82	\$50.33	\$52.85	\$55.37	\$57.88	\$60.40
534	559	21	\$46.65	\$49.24	\$51.83	\$54.43	\$57.02	\$59.61	\$62.20
560	585	22	\$48.07	\$50.74	\$53.41	\$56.08	\$58.75	\$61.42	\$64.09
586	613	23	\$49.50	\$52.25	\$55.00	\$57.75	\$60.50	\$63.25	\$66.00
614	641	24	\$50.99	\$53.83	\$56.66	\$59.49	\$62.33	\$65.15	\$67.99
642	670	25	\$52.52	\$55.44	\$58.36	\$61.28	\$64.20	\$67.11	\$70.03
671	700	26	\$54.09	\$57.10	\$60.10	\$63.11	\$66.11	\$69.11	\$72.12
701	731	27	\$55.72	\$58.82	\$61.91	\$65.00	\$68.10	\$71.19	\$74.29
732	763	28	\$57.39	\$60.58	\$63.76	\$66.96	\$70.15	\$73.33	\$76.52
764	795	29	\$59.12	\$62.40	\$65.68	\$68.97	\$72.25	\$75.53	\$78.82
796	829	30	\$60.88	\$64.26	\$67.64	\$71.02	\$74.41	\$77.79	\$81.17
830	864	31	\$62.69	\$66.18	\$69.66	\$73.14	\$76.63	\$80.10	\$83.59
865	899	32	\$64.58	\$68.17	\$71.76	\$75.35	\$78.94	\$82.52	\$86.11
900	936	33	\$66.52	\$70.22	\$73.91	\$77.60	\$81.30	\$84.99	\$88.69
937	974	34	\$68.52	\$72.33	\$76.13	\$79.94	\$83.75	\$87.55	\$91.36
975	1013	35	\$70.57	\$74.49	\$78.41	\$82.33	\$86.25	\$90.17	\$94.09
1014	1054	36	\$72.69	\$76.73	\$80.76	\$84.81	\$88.85	\$92.88	\$96.92

Notes:

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

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between the City of Austin (“Employer”) and the Law Enforcement Labor Services, Inc. (LELS), Local #73, representing Austin Police Department Patrol Officers (“Union”).

Recitals

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

WHEREAS, Employer and Union are parties to a labor agreement (hereinafter “Labor Agreement”), effective January 1, 2026 through December 31, 2028;

WHEREAS, Employer provides group health insurance to Bargaining Union Employees;

WHEREAS, the Labor Agreement between the parties establishes that 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; and

WHEREAS, the Employer and Union desire to establish this MOA to require negotiations if Employer intends to increase Employee premium contribution amounts for health insurance coverage for 2027 or 2028.

Agreement

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

Article 1. Employee Premium Contribution Negotiations for 2027 or 2028. If Employer intends to increase employee premium contribution amounts for health insurance coverage for calendar years 2027 or 2028 from the respective preceding calendar year, the parties will meet and negotiate regarding such contributions for the calendar year for which such increase would take effect. Minn. Stat. sec. 179A.16 does not apply to the provisions of this MOA.

Article 2. Waiver of Bargaining. Employer and Union each voluntarily and unqualifiedly waive the right to bargain collectively with respect to the express and specific subjects or matters included in this MOA, and each agree that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to such matters.

Article 3. Limitations. This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer. precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. Employer expressly reserves the right to exercise all its management rights without limitation.

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

FOR City of Austin

Mayor

City Administrator

Date: _____

FOR Law Enforcement Labor Services, Inc.
(Local #73)

Samuel Schweitzer, 9D101
Union Representative

Brian Miller 9596
Union Representative

Chad Worden Digitally signed by Chad Worden
Date: 2026.06.16 08:50:33 -05'00'
Union Representative

Date: 06-22-2026

RESOLUTION NO.

RESOLUTION APPROVING A LABOR AGREEMENT AND MOA 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.

WHEREAS, LELS, Local 73 desires to enter into a memorandum of agreement amending a
select portion of the terms of Article 15, Section 15.1 and the amended terms and conditions are
as stated in the attached memorandum of agreement effective upon execution by all parties.

NOW, THERFORE, 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
and MOA 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 and MOA.

Passed by a vote of Yeas and Nays this 6th day of July 2026.

Yeas

Nays

ATTEST:

APPROVED:

City Clerk

Mayor



Memorandum

To: Mayor and City Council

From: Trish Wiechmann, Human Resources Director

Date: July 6, 2026

Subject: Approval of Revised 2026 Salary Range for the City Administrator Position

During the June 10, 2026 City Council work session, the Council discussed several topics related to the recruitment of the next City Administrator, including the importance of establishing a salary range capable of attracting a strong pool of qualified candidates. Based on that discussion, the Council provided direction to further evaluate a salary range in the vicinity of \$204,000 to \$210,000 for the successful candidate.

I worked with Flaherty & Hood to review the City's compensation structure and determine the most appropriate placement within the City's Base Pay Structure (BPS). Based on that review, the recommended placement is Grade 40, which provides a full salary range of \$159,244.80 to \$212,326.40.

This recommendation aligns with the compensation level discussed by the Council and provides the flexibility needed for recruitment while maintaining consistency within the City's established compensation system. The successful candidate's starting salary would be determined based on qualifications, experience, and overall fit for the position.

Flaherty & Hood has reviewed the proposed Grade 40 placement and confirmed that it does not create adverse impacts on the City's overall BPS. This recommendation is intended to address the unique market conditions associated with recruiting a City Administrator while maintaining the overall integrity and internal consistency of the City's compensation plan.

Approving the proposed Grade 40 salary range will allow the City to move forward with a competitive recruitment process consistent with the direction provided by the City Council

during the June 10 work session.

Approve placement of the City Administrator position in Grade 40 of the City's Base Pay Structure, establishing a 2026 salary range of \$159,244.80 to \$212,326.40 for recruitment purposes, with the successful candidate's starting salary to be determined based on qualifications and experience.

RESOLUTION NO.

**APPROVING PLACEMENT OF THE CITY ADMINISTRATOR POSITION IN
GRADE 40 OF THE CITY'S BASE PAY STRUCTURE**

WHEREAS, the City Council discussed the recruitment of the next City Administrator, including the need to establish a competitive salary range capable of attracting qualified candidates; and

WHEREAS, the City worked with Flaherty & Hood to review the City's compensation structure and determine the appropriate placement within the City's Base Pay Structure; and

WHEREAS, based on that review, placement of the City Administrator position in Grade 40 is recommended, which provides a salary range of \$159,244.80 to \$212,326.40; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Austin, Minnesota, that the City Administrator position is hereby approved for placement in Grade 40 of the City's Base Pay Structure, with a salary range of \$159,244.80 to \$212,326.40.

Passed by a vote of yeas and nays this 6th day of July, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor



Memorandum

To: City Council

From: Brianne Wolf, City Clerk

Date: July 6, 2026

Subject: Requesting approval to amend section 10.10 of the City Code - clarifying the procedure for a dangerous dog appeal

The Clerk's Office requests the City Council consider amending Section 10.10 of the City Code to provide clearer guidance on the procedure for appealing a designation of an animal as dangerous. Previously, the code stated that a hearing deposit would be refunded to an owner if the animal was not destroyed. We propose amending the code to specify that the hearing deposit will be refunded only if the designation of the animal as a dangerous animal was not substantially justified by law.

We are seeking Council approval for these updates to the City Code.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF AUSTIN, MINNESOTA
AMENDING SECTION 10.10 OF THE CITY CODE CLARIFYING
THE PROCEDURE FOR A DANGEROUS DOG APPEAL**

The Council of the City of Austin does ordain:

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

Section 10.10, Subd. 20. G. 4. is hereby amended as follows:

§ 10.10 Subd. 20. G. 4.

4. A form for requesting a hearing shall be provided to the owner at the time the owner is advised of the designation of the animal as either dangerous or potentially dangerous, or the owner may obtain such a form from the City Clerk's office upon request during regular business hours. When submitting a request for hearing, the owner must pay a non-refundable Hearing Fee of \$75, and a "Hearing Deposit" equal to the city's established impounding fee for animals calculated based on 21 days of potential impounding pending the hearing. No hearing shall be scheduled absent the payment in full of the Hearing Fee and Hearing Deposit. The Hearing Deposit shall be applied to the owner's responsibility to pay the impounding fee for all days the animal is impounded, and absent an appeal of an adverse determination at the hearing, the Hearing Deposit shall constitute payment in full of such impounding fees. If the hearing results in a determination that ~~either the designation of the animal as a dangerous animal was not~~ substantially justified by law ~~or that the animal should not be destroyed~~, the Hearing Deposit shall be refunded to the owner and all costs of impounding the animal shall be paid by the city.

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

YEAS

NAYS

APPROVED:

Stephen M. King, Mayor

ATTEST:

Brienne 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.



Memorandum

To: City Council

From: Brianne Wolf, City Clerk

Date: July 6, 2026

Subject: Requesting approval to amend section 2.71 of the City Code for special assessments and renumbering of the City Code

The Clerk's Office requests the City Council consider amending and renumbering City Code Chapter 2, Section 2.17 to City Code Chapter 18, Section 18.02. We propose the removal of the language that states partial prepayments are only accepted during the 30 days following the approval of the assessment roll. We would like this to be revised so that payments can be accepted until October 31st of the year in which the assessment roll is adopted.

Furthermore, the Clerk's Office requests City Council approve the renumbering of City Code to the following:

Section 2. Austin City Code Chapter 2, Section 2.72 is hereby renumbered to Austin City Code Chapter 2, Section 2.71.

Section 3. Austin City Code Chapter 2, Section 2.73 is hereby renumbered to Austin City Code Chapter 2, Section 2.72.

Section 4. Austin City Code Chapter 2, Section 2.74 is hereby renumbered to Austin City Code Chapter 18, Section 18.03.

Section 5. Austin City Code Chapter 2, Section 2.75 is hereby renumbered to Austin City Code Chapter 2, Section 2.73.

We are seeking Council approval for these updates to the City Code.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF AUSTIN, MINNESOTA
AMENDING CITY CODE SECTION 2.71 AND RENUMBERING CITY CODE
SECTIONS 2.71, 2.72, 2.73, 2.74, 2.75, & 2.76**

The Council of the City of Austin does ordain:

Section 1. Austin City Code Chapter 2, Section 2.71 is hereby renumbered as Austin City Code Chapter 18, Section 18.02 and amended as follows:

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

§ 18.02 PARTIAL PRE-PAYMENT OF SPECIAL ASSESSMENTS.

Subd. 1. *Partial prepayment of assessments permitted.* After the adoption of an assessment roll pursuant to M.S. Chapter 429, as amended, and before certification of the assessment roll to the County Auditor, the City Administrator or other authorized official is authorized and directed to accept partial prepayment of the assessment, but not less than 50% of the total amount of any assessment and reduce the amount certified to the County Auditor accordingly. ~~As provided by law, the~~ The partial prepayment may be accepted ~~only during the 30-day period following approval of the assessment roll~~ by October 31st in the year of the adoption of the assessment roll.

Subd. 2. *Scope.* This section shall apply to all assessment rolls which, on the effective date hereof, have been adopted by the Council, but not yet certified to the County Auditor, and to all assessment rolls subsequently adopted by the Council.

Section 2. Austin City Code Chapter 2, Section 2.72 is hereby renumbered to Austin City Code Chapter 2, Section 2.71.

Section 3. Austin City Code Chapter 2, Section 2.73 is hereby renumbered to Austin City Code Chapter 2, Section 2.72.

Section 4. Austin City Code Chapter 2, Section 2.74 is hereby renumbered to Austin City Code Chapter 18, Section 18.03.

Section 5. Austin City Code Chapter 2, Section 2.75 is hereby renumbered to Austin City Code Chapter 2, Section 2.73.

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



Memorandum

To: City Council

From: Brianne Wolf, City Clerk

Date: July 6, 2026

Subject: Requesting approval to amend Ch. 5 of the City Code — clarifying and updating of brewer liquor licenses

The Clerk's Office requests the City Council consider amending the language in Chapter 5 of the City Code to eliminate the term "growler." The updates aim to be more inclusive of Brewer Tap Rooms, Brew Pubs, and Small Brewers. Additionally, the revised language now encompasses off-sale and Sunday off-sale licenses.

We are seeking Council approval for these updates to the City Code.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF AUSTIN, MINNESOTA AMENDING
CHAPTER 5 OF THE CITY CODE CLARIFYING AND UPDATING BREWER
TAP ROOM LIQUOR LICENSE, BREW PUB ON-SALE LICENSE, SMALL BREWER
OFF-SALE LICENSE,
AND SUNDAY OFF-SALE LICENSE**

The Council of the City of Austin does ordain:

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

Section 1. Austin City Code Chapter 5, Section 5.31 Subd. 9 is hereby amended as follows:

Subd. 9. The annual Sunday ~~growler~~ brew pub and small brewer off-sale license is \$25.

Section 2. Austin Code Chapter 5, Section 5.80 is hereby amended as follows:

Brewer taproom licenses shall be issued in accordance with M.S. 340A.26 and shall include Sunday on-sale business as provided in M.S. 340A.26, subd. 5.

Section 3. Austin Code Chapter 5, Section 5.31, subdivision 11 is hereby amended as follows:

The annual brewer tap room license, including Sunday on-sale business, is \$300.

Section 4. Austin City Code Chapter 5, Section 5.81 is hereby amended as follows:

§ 5.81 SMALL BREWER OFF-SALE LICENSE. ~~Per~~ Subject to the limitations described in M.S. § 340A.28 and M.S. § 340A.29, a license shall be issued to a qualifying brewer for off-sale of malt liquor at a brewer's licensed premises that ~~had~~ has been produced and packaged by the brewer. ~~A separate license is required under each statute. If such brewer qualifies, such~~ Such license shall include the ability to sell up to 128 ounces per customer per day of malt liquor that has been produced and packaged by the brewer.

Section 5. Austin City Code Chapter 5, Section 5.82 is hereby amended as follows:

§ 5.82 SUNDAY ~~GROWLER~~ OFF-SALE LICENSE. Per M.S. 340A.24 Subd. 2, M.S. 340A.28, and M.S. 340A.29, a Sunday off-sale license shall be issued for off-sale of malt liquor at a brewer's licensed premises that has been produced and packaged by the brewer ~~on Sundays~~. ~~A separate license is required under each statute. Such license shall be in addition to a Small Brewer Off-Sale License, or a Brew Pub Off-sale License and such Sunday Off-Sale License shall allow~~ such sales as are allowed under the underlying license during the hours on Sunday as are described in Austin Code section 5.33, subd. 2. If the underlying license allows the sale of up to 128 ounces per customer per day of malt liquor that has been produced and packaged by the brewer, such sales are also allowed on Sunday during the hours described in Austin Code section 5.33, subd. 2.

Section 6. Austin City Code Chapter 5, Section 5.84 is hereby amended as follows:

§ 5.84 BREW PUB ON-SALE LICENSE. Brew pub on-sale liquor license shall be issued in accordance with M.S. 340A.24. If the licensee intends to conduct Sunday on-sale business, a separate Special Sunday On-Sale license may be issued is required under M.S 340A.24. Such Special Sunday On-Sale license will be issued as described in Austin City Code Chapter 5, Section 5.65.

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

YEAS

NAYS

APPROVED:

Stephen M. King, Mayor

ATTEST:

Brianne 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.



Memorandum

TO: Mayor King & the Austin City Council

CC: Dave Unmacht & Jason Sehon

RE: Reapplying for GMRPTC Funding for July-2027 to June-2029

DATE: 7/2/2026

The Jay C. Hormel Nature Center is currently in the second three-year grant cycle funded through the Legislative-Citizen Commission on Minnesota Resources (LCCMR) with money from the Environmental and Natural Resources Trust Fund (ENRTF). This \$410,000 grant supports one full-time naturalist and one annual intern through June 30, 2027.

The purpose of these positions is to provide the staffing capacity necessary to expand environmental education opportunities to students from outside of Austin. Through these grants, the Nature Center has significantly increased its regional impact by delivering established, teacher-informed environmental education curricula aligned with Minnesota science standards. During the first five years of grant funding, the number of environmental education classes provided to non-Austin schools increased from 39 annually to 124, while participation grew from 858 to 2,353 students.

Earlier this year, the Nature Center submitted an application to the LCCMR requesting a third three-year funding cycle to continue this successful program. Of the 434 proposals received, ours was not one of the 120 selected for further funding consideration.

To continue serving schools throughout southeastern Minnesota after the current grant concludes, staff are preparing an application to the Greater Minnesota Regional Parks & Trails Commission (GMRPTC) for Regional Parks and Trails Legacy funding. As a designated regionally significant park, the Jay C. Hormel Nature Center is eligible to apply for these funds.

The proposed GMRPTC grant will request two years of funding (\$339,400), from July 1, 2027 through June 30, 2029, for the same staffing model currently supported by the ENRTF grant: one full-time environmental educator and one annual intern. This grant would provide additional time to develop a sustainable funding strategy while ensuring that regional environmental education services continue uninterrupted.

Mower County agreed to partner in this effort by providing a 20 percent local match for the LCCMR application. We are approaching them again to request a 20% match for the GMRPTC request. The county's willingness to invest in this project demonstrates the value these educational services provide throughout the region and reflects the strong partnerships that have developed over the past five years.

I am seeking Council approval of the attached **Resolution Approving a Greater Minnesota Legacy Grant Application to the Greater Minnesota Regional Parks and Trails Commission and Minnesota Department of Natural Resources for the Connecting Southern MN Students to Nature Project**. Approval of this resolution is required as part of the grant application and authorizes the City to submit the proposal.

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



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

www.hormelnaturecenter.org
(507) 437-7519

On July 1, the Parks & Recreation Board unanimously recommended Council approval of this resolution and support for the grant application.

Attached are the proposed resolution, proposed project budget, an infographic summarizing the program's accomplishments, and participation data.

Respectfully submitted,

J. Luke Reese

Director

Jay C. Hormel Nature Center

luke.reese@hormelnaturecenter.org

Budget For GMRPTC Grant

Position	Year	Wages	Benefits	Total
Intern	2 nd ½ 2027	\$16,640.00	\$9,303.38	\$25,943.38
	2028	\$34,320.00	\$19,398.79	\$53,718.79
	1 st ½ 2029	\$17,680.00	\$10,444.41	\$28,124.41
Naturalist	2 nd ½ 2027	\$39,790.40	\$14,468.24	\$54,258.64
	2028	\$85,550.40	\$30,828.29	\$116,378.69
	1 st ½ 2029	\$44,491.20	\$16,425.99	\$60,917.19
			Total	\$339,341.10

With 20% Match

Year	Total	GMRPTC (80%)	Match (20%)
2027	\$80,202.02	\$64,161.62	\$16,040.40
2028	\$170,097.49	\$136,077.99	\$34,019.50
2029	\$89,041.59	\$71,233.28	\$17,808.32
Total	\$339,341.10	\$271,472.88	\$67,868.22



JAY C. HORMEL
**NATURE
CENTER**

EST. 1971



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

- Total number of school classes (from 208 to 298, a 43% increase)
- Classes from outside of Austin (from 43 to 134, a 212% increase)
- Summer classes (from 30 to 45 summer classes, a 50% increase)
- Expanded range of outreach to over a 25 mile radius

What Teachers Have to Say

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

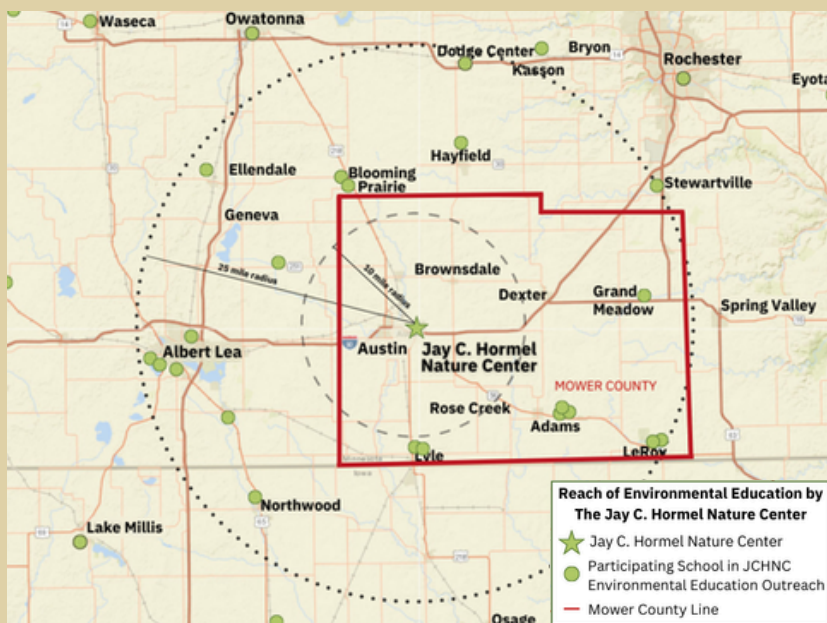
- Lori Ardnorfer, 3rd grade teacher at **Grand Meadow School**

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

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

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

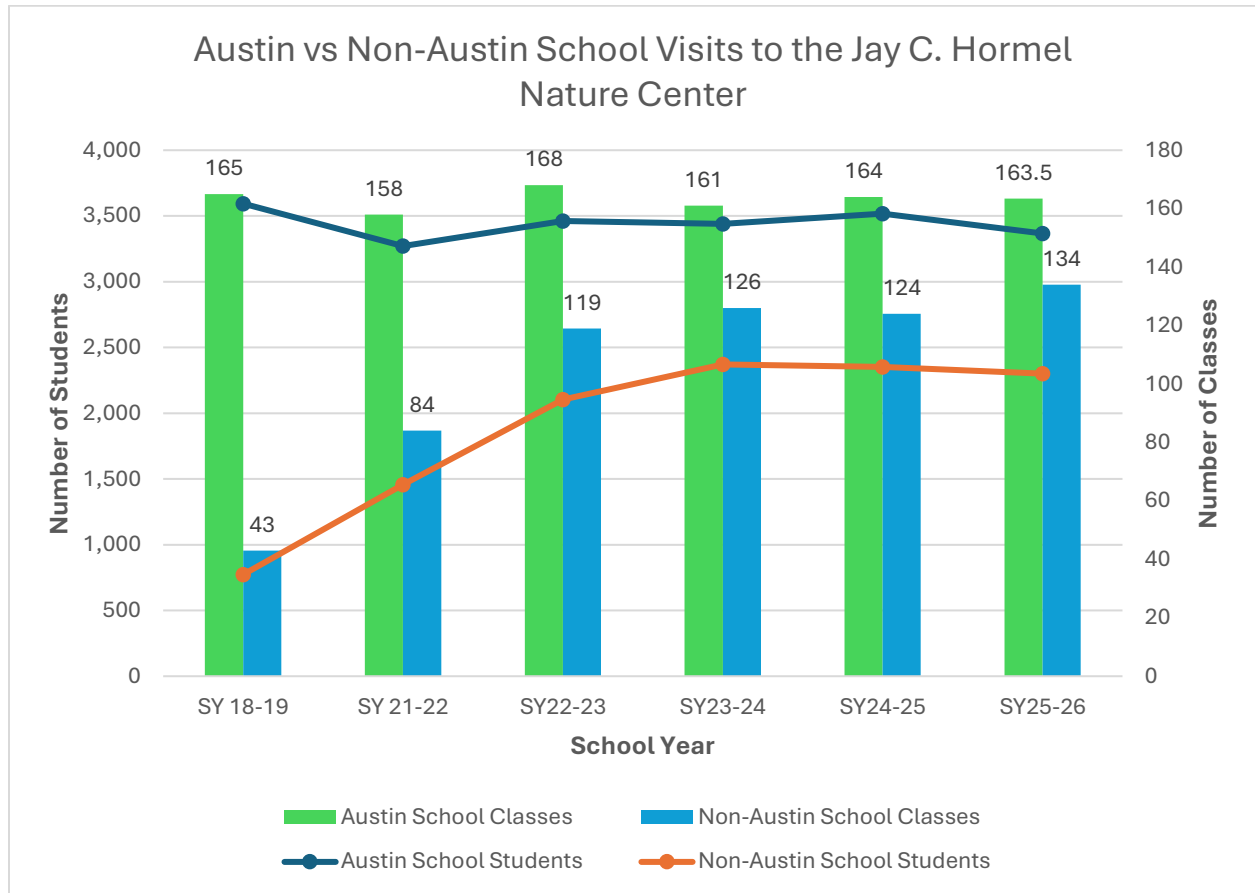
- Hayley Carr, 6th grade teacher at **Lyle Elementary School**



Schools Reached

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

Student Visits to the Jay C. Hormel Nature Center



	SY 18-19	SY 21-22	SY 22-23	SY 23-24	SY 24-25	SY 25-26
Austin School Students	3594	3,271	3,461	3,439	3,518	3367
Non-Austin School Students	773	1,457	2,103	2,371	2,353	2301
Austin School Classes	165	158	168	161	164	163.5
Non-Austin School Classes	43	84	119	126	124	134

	Without Grants (est.)	With Grant	Difference
Students	3,865	10,585	6,720
Classes	215	587	372

Estimated difference in non-Austin student and class visits over 5 years if no grants had been received.

RESOLUTION NO.

RESOLUTION APPROVING A GREATER MINNESOTA LEGACY GRANT APPLICATION TO THE GREATER MINNESOTA REGIONAL PARKS AND TRAILS COMMISSION AND MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR THE CONNECTING SOUTHERN MN STUDENTS TO NATURE PROJECT.

WHEREAS, the City of Austin (“Applicant”) has the right and authority to sponsor a grant funding request to the Greater Minnesota Regional Parks and Trails Commission (GMRPTC).

WHEREAS, the Applicant has a right and authority to act as Legal Sponsor for the State Grant Application (the “Application”) and will work with the Minnesota Department of Natural Resources (“DNR”), in developing a Grant Agreement relating to the funding which may be awarded by the GMRPTC.

THEREFORE, BE IT RESOLVED, That the Applicant certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and monitor and report any actual, potential, or perceived conflicts of interest to the GMRPTC and DNR.

BE IT FURTHER RESOLVED, that the Applicant confirms all of the information in its Application and further confirms that it has no expectation of, or entitlement to, reimbursement of costs incurred prior to grant agreement execution date and, if applicable, it has not entered into a written purchase agreement to acquire property described in its Application if grant funds are to be used for the purchase.

BE IT FURTHER RESOLVED, that the Applicant has or will acquire a fee interest ownership or permanent easement over the land described in the Application for regional parks and regional special feature parks as applicable. The applicant has or will acquire a fee interest, permanent or perpetual easement or minimum twenty-five (25) year lease over the land described in the Application for regional trails or regional special feature parks, as applicable and approved, before the project proceeds.

BE IT FURTHER RESOLVED, that the Applicant agrees that it will comply with all applicable laws, regulations and requirements as stated in the Grant Agreement with the DNR, including dedicating the park property for uses consistent with the grant agreement into perpetuity or for trails, committing to maintain the trails for a period of not less than twenty-five (25) years, and dedicating all land acquired under the project for uses consistent with the grant agreement into perpetuity.

BE IT FURTHER UNDERSTOOD, that the GMRPTC will confirm at such time that it has made the award of funds authorizing a Grant Agreement to be developed between the DNR and the Applicant.

Passed by a vote of yeas and nays this 6th day of July, 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

March 25th, 2026

Zachary Sauer
1718 3rd St NE
Austin, MN 55912

RE: Zoning Violations at 1718 3rd St NE, Austin, MN 55912

Dear Zachary:

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 March 25th, 2026 at this site and the following issues need to be resolved:

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

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

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

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

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

City Code Section 10.01 Subd. 4 Containers

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

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

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

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

C. *Placement.*

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

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

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

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

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

B. *Public nuisances affecting health*

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

D. *Public nuisances affecting peace and safety.*

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

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

NOTICE AND ABATEMENT.

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

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

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

City Code Section 10.14, Subd. 5:

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

City Code Section 10.14, Subd. 6:

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

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

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

Sincerely,

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

Brent Johnson
Zoning Inspector

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: Zachary Sauer, 1718 3rd St NE, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 1718 3rd St NE, Sauer Property

Date: July 2, 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 1718 3rd St NE. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You



City of Austin
Zoning Department



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

Memorandum

To: Mayor and City Council

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

From: Holly Wallace, Planning & Zoning Administrator

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

Date: February 27, 2026

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

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

Thank You

City of Austin
Zoning Department



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www.ci.austin.mn.us

June 9th, 2026

Hemann Housing LLC
4871 Walnut Ave
Riceville, IA 50466

RE: Violations at 705 14th Ave SW 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 June 9th, 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.

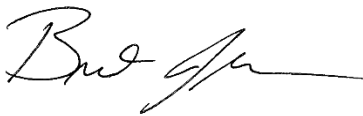
City Code Section 10.14, Subd. 6:

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,

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

Brent Johnson
Zoning Inspector



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

March 12th, 2026

Mekonen Gebisa
807 9th Ave NW
Austin, MN 55912

RE: Violations at 610 4th St NW Austin, MN 55912

Dear Mekonen:

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 March 12th, 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.*

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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.

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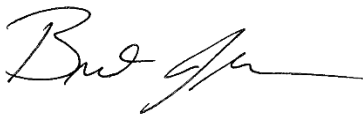
City Code Section 10.14, Subd. 6:

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

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

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

Sincerely,

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

Brent Johnson
Zoning Inspector

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: Mekonen Gebisa, 807 9th Ave NW, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 610 4th St NW, Gebisa Property

Date: July 2, 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 610 4th 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

