



**AGENDA
CITY COUNCIL MEETING
MONDAY, JULY 20, 2026
5:30 PM
CITY HALL COUNCIL CHAMBERS**

Call to Order/Pledge of Allegiance

Roll Call

1. Adoption of Agenda
2. Approving minutes from July 06, 2026
3. *Consent Agenda
 - a. License
Tree Removal: Sanchez Rental, Austin MN
 - b. Financial Reports

2026 1st and 2nd Quarter Investment Overview

Claims Report: July 1, 2026 through July 15, 2026

Monthly Financial Report: April 2026

Monthly Financial Report: May 2026
4. Recognitions and Awards
 - a. Recognizing Firefighters Kunze, Wyse, Hatten, and Caruso
5. Presentation
 - a. Introduction of the Executive Director of the Parenting Resource Center (PRC)
Crystal Vandevender
 - b. STARS Mentoring Program Benefit Presentation by Watsana Thiravong

Public Hearings

6. Reviewing tax abatement applications from HRA Austin

- a. Resolution — Approving a Housing Tax Abatement application from the HRA of Austin for a duplex dwelling located at Lot 7, Block 1, Murphy Creek Meadows Subdivision, Austin, MN (PIN 34.466.0070)
- b. Resolution — Approving a Housing Tax Abatement application from the HRA of Austin for a duplex dwelling located at Lot 8, Block 1, Murphy Creek Meadows Subdivision, Austin, MN (PIN 34.466.0080)

Bids & Awards

7. 2026 Sanitary Sewer Lining Project
 - a. Resolution — Awarding Bid for Sanitary Sewer Lining Project

Petitions and Requests

8. Approving City Hall Security System Upgrades
 - a. Resolution — Approving security system upgrades
9. Approving an agreement for the School Resource Officer
 - a. Resolution — Approving an agreement for the SRO
10. Approving updates to the Data Practices Policy
 - a. Resolution — Approving updates to the Data Practices Policy
11. Approving extending a conditional purchase agreement with Austin Utilities
 - a. Resolution — Approving the extension of a conditional purchase agreement
12. Resolution — Approving an application to conduct off-site gambling for the Fraternal Order of the Eagles
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: 607 6th St NW, Torres Property
14. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at the following location: 711 12th Ave SW, VP Rental Properties LLC

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

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

MEMBERS ABSENT:

MEMBERS LATE/EXITING:

STAFF PRESENT: Interim City Administrator Dave Unmacht, Police Chief Michael Hartman, 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 Schon, City Attorney Craig Byram, Human Resources Director Tricia Wiechmann, Finance Director Emily Burns and City Clerk Brianne Wolf

APPEARING IN PERSON: Austin Daily Herald, Staff from the Police Department, Members of the Community

Call to Order/Pledge of Allegiance

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

Roll Call

Mayor King introduced the new Interim City Administrator Dave Unmacht.

1. Adoption of Agenda

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

2. Approving minutes from June 15, 2026

Moved by Council Member Postma, seconded by Council Member Fischer, approving Council minutes from June 15, 2026 and minutes from the Dangerous Animal Hearing on June 15, 2026. Carried.

3. *Consent Agenda

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

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

Mayor King recognized Police Chief David McKichan on his recent retirement from the City of Austin and presented him with a key to the City.

b. Step Up Award

Parks, Recreation and Forestry Director Jason Sehon presented Gretchen Ramlo with the July 2026 Step Up Award in recognition of her outstanding service and contributions to the Austin community.

c. New Officer Introductions

Police Chief Michael Hartman introduced the two new Police Officers, Michael Hanson and Wyatt Richardson, to the City Council.

d. New Library Staff Introduction

Library Director Julie Clinefelter introduced the new Youth Services Librarian, Staci Waltman to City Council.

Public Hearings

None

Bids & Awards

None

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

Moved by Council Member Fischer, seconded by Council Member Baskin, adopting a resolution approving the 2026-2028 labor agreement and memorandum of agreement with Law Enforcement Labor Services (LELS). Carried 7-0.

6. Approval of Revised 2026 Salary Range for the City Administrator Position

a. Resolution - Approving the revised 2026 salary range for the City Administrator

Moved by Council Member Baskin, seconded by Council Member Postma, adopting a resolution approving the revised 2026 salary range for the City Administrator. Carried 7-0.

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

City Clerk Brienne Wolf requested 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. Ms. Wolf stated the proposed amendment to the code would 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.

a. For the preparation of the ordinance

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

b. For the adoption of the ordinance

Moved by Council Member Fischer, seconded by Oballa, approving a resolution amending section 10.10 of the City Code — clarifying the procedure for a dangerous dog appeal. Carried 7-

0.

8. Requesting approval to amend section 2.71 of the City Code for special assessments and renumbering of the City Code

City Clerk Brianne Wolf requested the City Council consider amending and renumbering City Code Chapter 2, Section 2.71 to City Code Chapter 18, Section 18.02. Ms. Wolf stated this portion of Ch. 2 needed to be relocated to Ch.18 as Ch.2 defined personnel and Ch. 18 defined assessments. She also proposed the removal of the language that states partial prepayments are only accepted during the 30 days following the approval of the assessment roll. The Clerk's Office 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.

Section 6. Austin City Code Chapter 2, Section 2.76 is hereby renumbered to Austin City Code Chapter 2, Section 2.74.

- a. For the preparation of the ordinance

Moved by Council Member Fischer, seconded by Council Member-at-Large Austin, for the preparation of the ordinance. Carried.

- b. For the adoption of the ordinance

Moved by Council Member Postma, seconded by Council Member Oballa approving a resolution amending section 2.71 of the City Code for special assessments and renumbering of the City Code. Carried 7-0.

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

City Clerk Brianne Wolf requested the City Council consider amending the language in Chapter 5 of the City Code to eliminate the term "growler." Ms. Wolf stated 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.

- a. For the preparation of the ordinance

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

- b. For the adoption of the ordinance

Moved by Council Member Postma, seconded by Council Member Fischer, approving a resolution amending Chapter 5 of the City Code — clarifying and updating of brewer liquor licenses. Carried 7-0.

10. Approving Legacy Grant Application Request to the GMRPTC for Continuing Expanded Environmental Education Programs

Nature Center Director Luke Reese stated in March of this year, the Jay C. Hormel Nature Center applied for Legislative-Citizen Commission on Minnesota Resources (LCCMR) funding for environmental education for students that live outside of Austin. They received word that their project did not get funded. They are now going to request funding from the Greater Minnesota Regional Parks and Trails Commission (GMRPTC). Mr. Reese is requesting Council approval of a resolution to request this funding.

- a. Resolution — Approving a grant application request for the Jay C. Hormel Nature Center

Moved by Council Member Baskin, seconded by Council Member Waller, adopting a resolution approving a request for a grant application for the Jay C. Hormel Nature Center. Carried 7-0.

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

Moved by Council Member Fischer, seconded by Council Member Oballa, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 1718 3rd Street NE, Sauer Property. Carried.

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

Moved by Council Member Fischer, seconded by Council Member Postma, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 705 14th Avenue SW, Hemann Housing LLC Property. Carried.

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

Moved by Council Member Oballa, seconded by Council Member Postma, to grant the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 610 4th Street NW, Gebisa Property. Carried.

Citizens Addressing the Council

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Bradley Johnson, Austin Enhancement Group Committee Member, thanked the City Employees for their efforts over the 4th of July during the Freedom Festival Event.

Honorary Council Member Comments

None

Reports and Recommendations

City Administrator Council Members

Council Member Baskin thanked the Austin Enhancement Group (AEG) for their flexibility over the fourth of July due to the weather and still providing the community with a meaningful way to celebrate America's 250th birthday. He thanked Public Works Director Steven Lang and his team for all of his efforts on flood mitigation. He stated the City is better protected than it was over 20 years ago.

Council Member Postma congratulated the Chamber of Commerce on a great parade. He thanked the Austin Public Schools for allowing the Symphony Orchestra to utilize the auditorium for them to play in. Finally, he recognized all the members of the Austin Enhancement Group and thanked them for their work on the Freedomfest.

Council Member-at-Large Austin thanked the City staff for their assistance with the 4th of July events and thanked the Austin Enhancement Group for all they did over the weekend. He stated AEG did a great job of communicating with the community.

Council Member Helle echoed what all Council Members said and stated the AEG also holds a High Water Music Series at the Bandshell Park and the next one is on Thursday, July 16th. She encouraged the public to attend. She announced the Culture and Arts Commission is collaborating with the Parks, Recreation, and Forestry Department on a public art project that will be located at the intersection of Oakland Ave and Main Street.

Council Member Oballa thanked AEG for all of their work on the Freedomfest. He announced he would be retiring at the end of his term and would not be running for re-election.

Adjourn

Moved by Council Member-at-Large Austin, seconded by Council Member Oballa, adjourning the meeting to July 20, 2026. Carried.

Adjourned: 6:05 p.m.

Approved:

Mayor:

City Clerk:



Memorandum

To: City Council

From: Brianne Wolf, City Clerk

Date: July 20, 2026

Subject: Reviewing tax abatement applications from HRA Austin

These tax abatements are being requested by HRA Austin. They are proposing to build a duplex dwelling located on a vacant lot on 24th Avenue NW, parcel numbers 34.466.0070 and 34.466.0080, valued at approximately \$385,000.00 for each parcel. The application is in conformance with the City's policy for tax abatement. The City Clerk's Office recommends approval.

HOUSING TAX ABATEMENT APPLICATION

(Application Period 1-1-2023 through 12-31-2025)

Property Owner / Applicant: HRA of Austin

Current Address: 308 2nd Ave NE, Austin, MN, 55912, USA

Telephone: 507-433-1866

E-Mail: taggert@austinhra.org

Has applicant ever defaulted on property taxes? No

If Yes, provide details on separate page(s).

Are property taxes current? Yes

PROJECT (check all that apply)	
Single-Family	Multi-family Complex
	Townhomes
Is this an application for a replacement of an existing housing unit on the same parcel? No	
Is this application for an existing housing unit you intend to move to this parcel? No	
If YES, where is the unit being relocated from?	
Project Address:	
Project Legal Description: SubdivisionName MURPHY CREEK MEADOWS Lot 008 Block 001 SubdivisionCd 34466	
Parcel Number: 34.466.0080	Est. Project Valuation: \$ 385,000

Attach building plans, site plan, certification from zoning entity that housing project complies with zoning regulations and there are no outstanding land use issues. (Include letter of consent from property owner if subject to purchase agreement or include a copy of the purchase agreement.)

I / We as applicant(s) for the Housing Tax Abatement submit this application having read the policy and understand the provisions as outlined including, but not limited to, the potential of a partial abatement in year one, due to % of completion on January 2nd, there are not any non-compliance or non-conformity outstanding land use issues on the parcel, construction must commence within one year of the approval, assessors cannot be refused access to the property for assessment purposes and the abatement is awarded annually following full payment of real estate taxes due.

HRA of Austin - Applicant submitted via online form and agreed to conditions above 06/22/2026

Signature of Applicant(s)

Date

FOR OFFICE USE ONLY:

ELIGIBLE / APPLICABLE APPROVALS

Mower County

Date:

☐ City or ☐ Township of

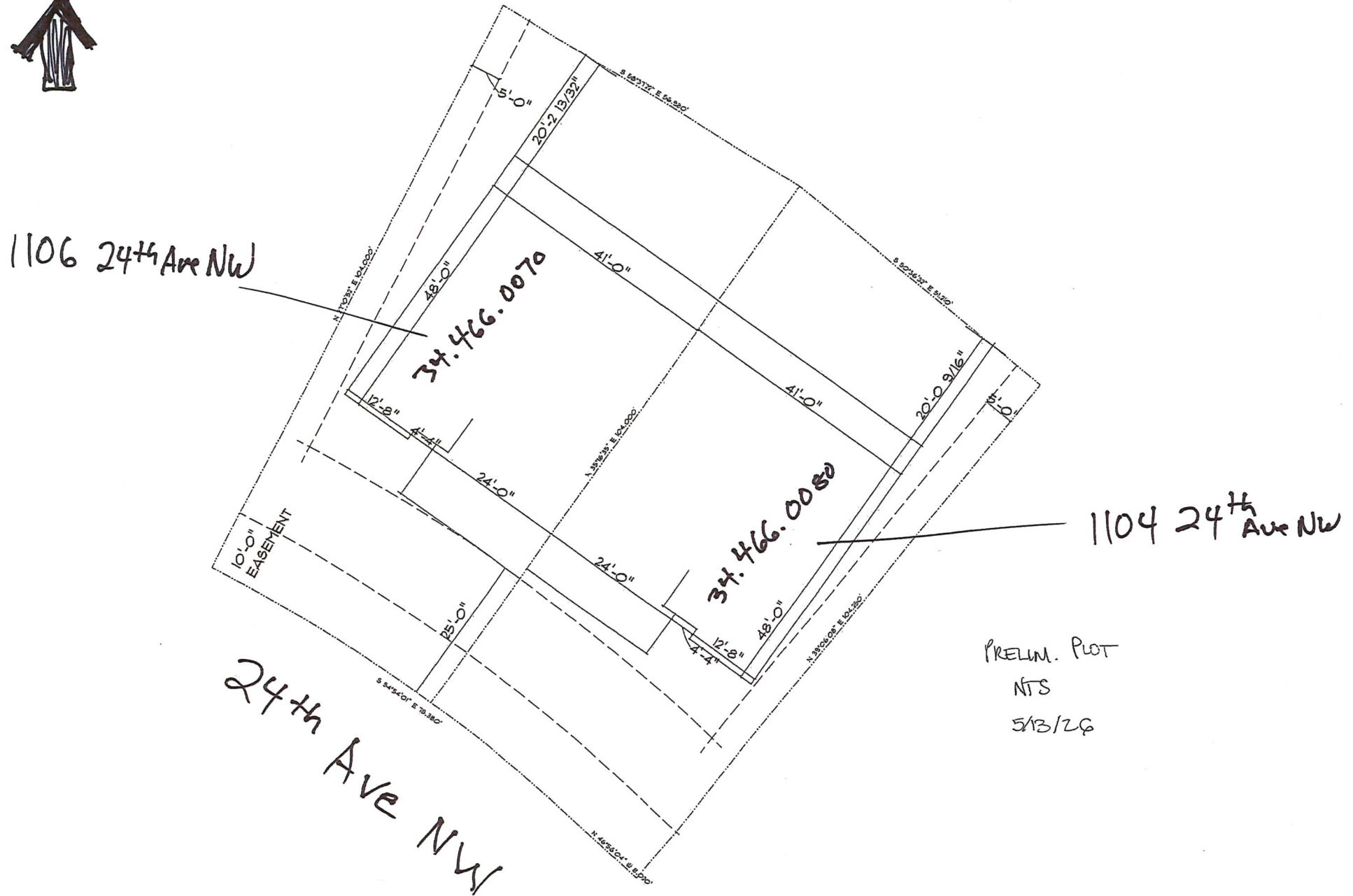
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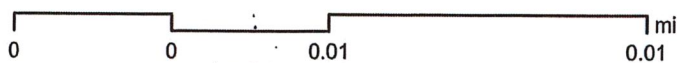
School District of

Date:

Disclaimer: Each taxing entity makes its own decision on approval or denial of application for tax abatement. Applications must comply with all requirements of the policy/program as outlined in the policy/program guidelines and build within allotted timeframe or tax abatement offer will be automatically terminated.

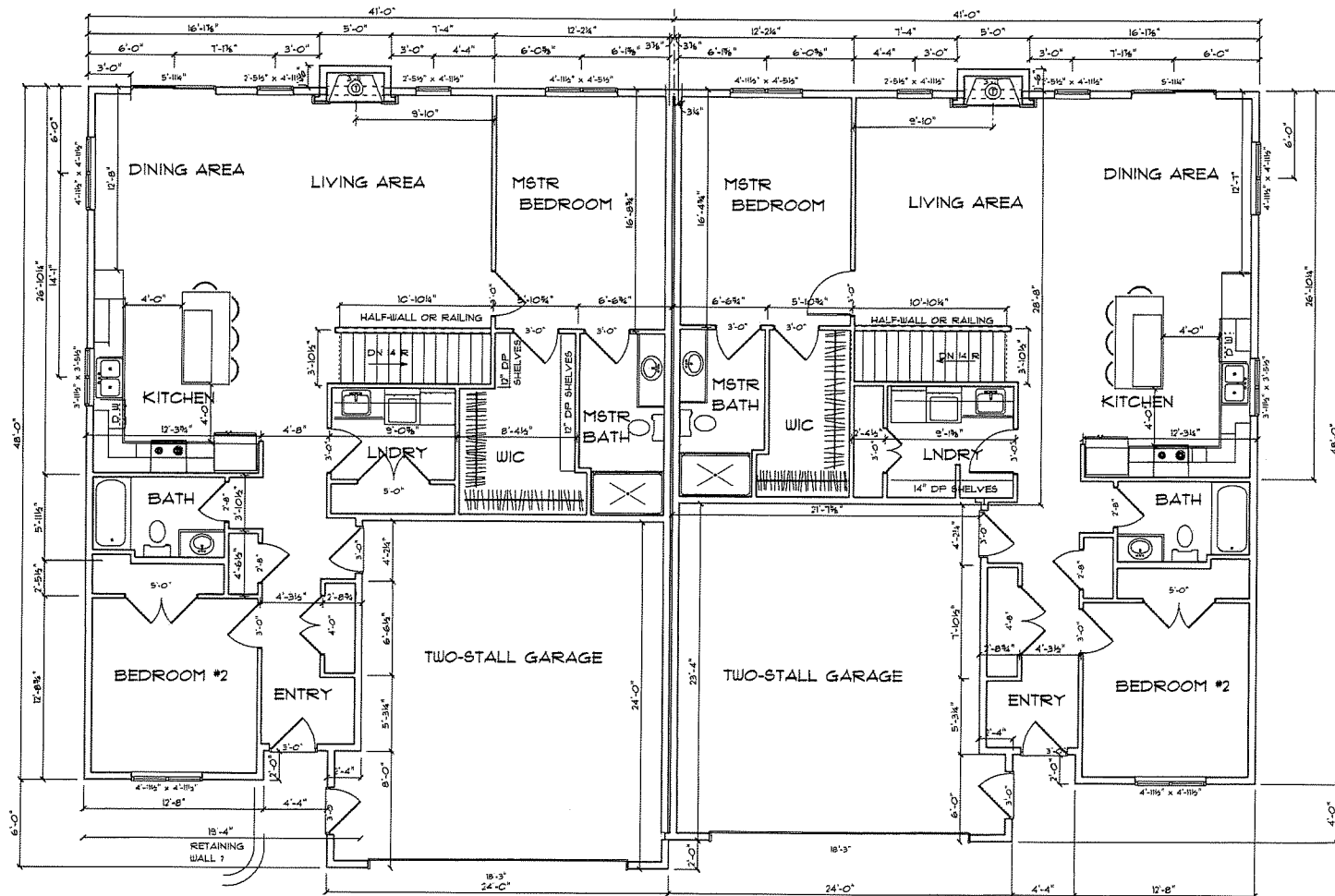
Notice - City of Austin Housing Projects This application must be approved prior to the building permit being issued by the City of Austin.

A stick figure of the letter 'N' constructed from dark brown sticks. The letter is formed by two vertical sticks connected by a diagonal stick, with a horizontal base and top bar.



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ArcGIS Web Map

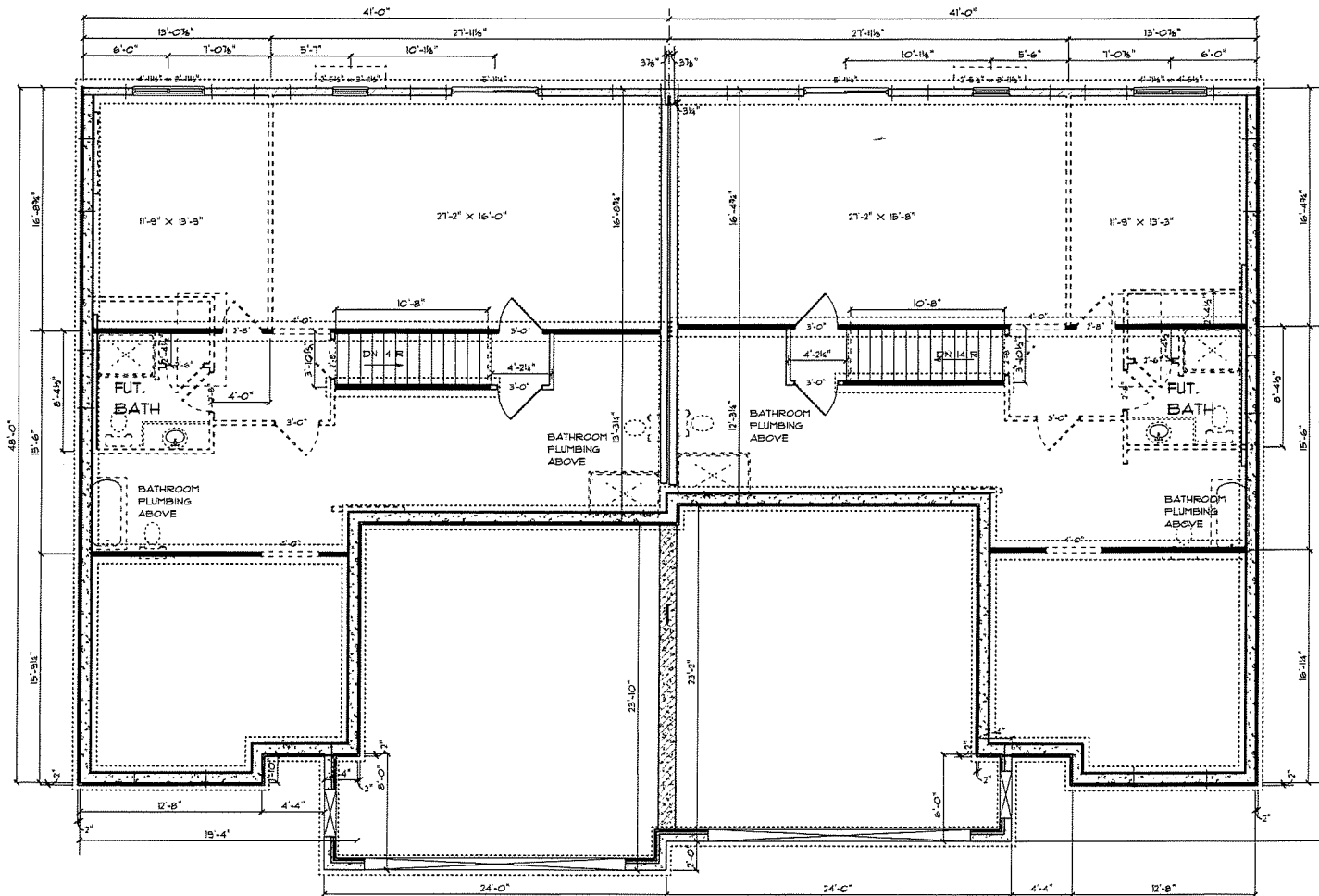


UNIT A
1571 SQ.FT.

FLOOR PLAN
8'-1 1/8" WALL HEIGHT
HAYFIELD VINYL CASEMENTS
OUTSIDE OF FRAMING LINES UP WITH
THE OUTSIDE OF THE FDN WALL.

UNIT B
1542 SQ.FT.

1/8"
6/22/26



UNIT A
1571 SQ.FT.

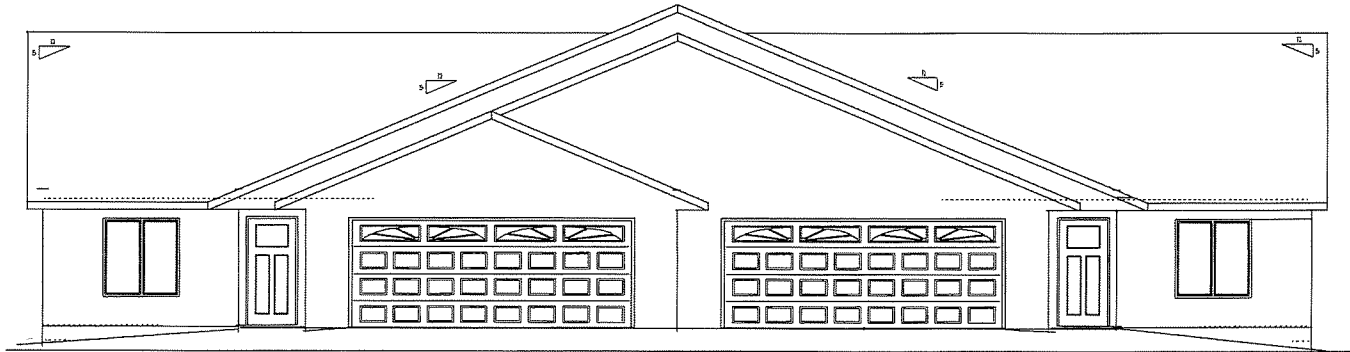
FOUNDATION PLAN

8'-0" POURED CONC WALL
HAYFIELD VINYL CASEMENTS

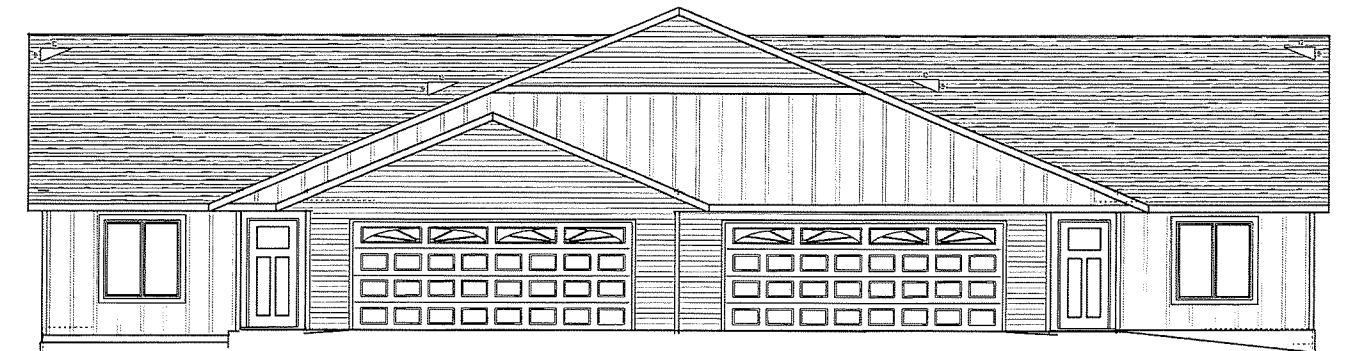
OUTSIDE OF FRAMING LINES UP WITH
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UNIT B
1542 SQ.FT.

1/8"
6/22/26



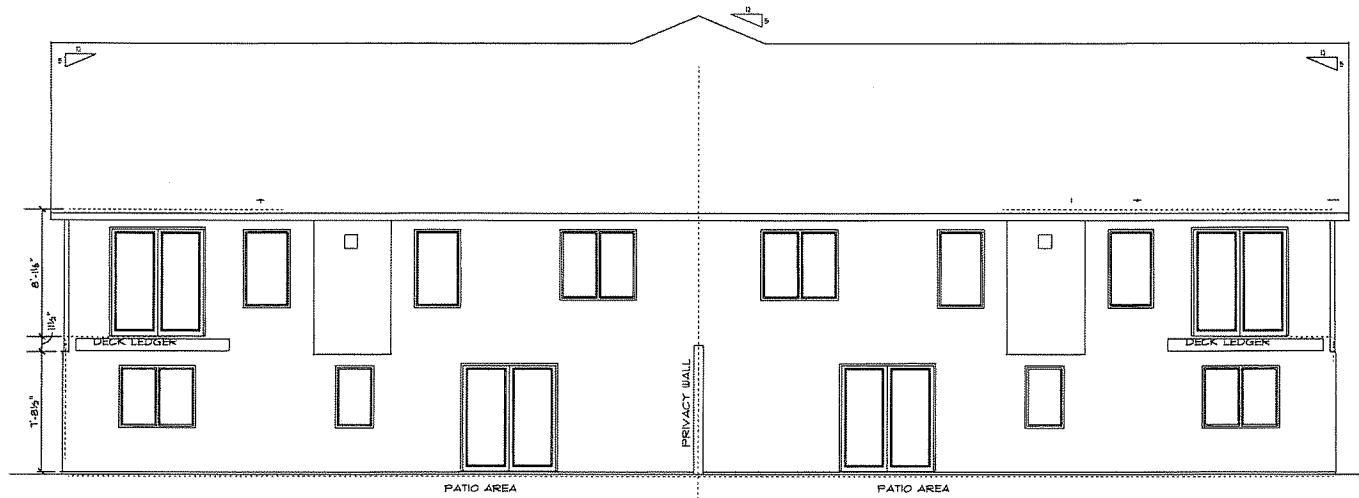
FRONT ELEVATION OPTION



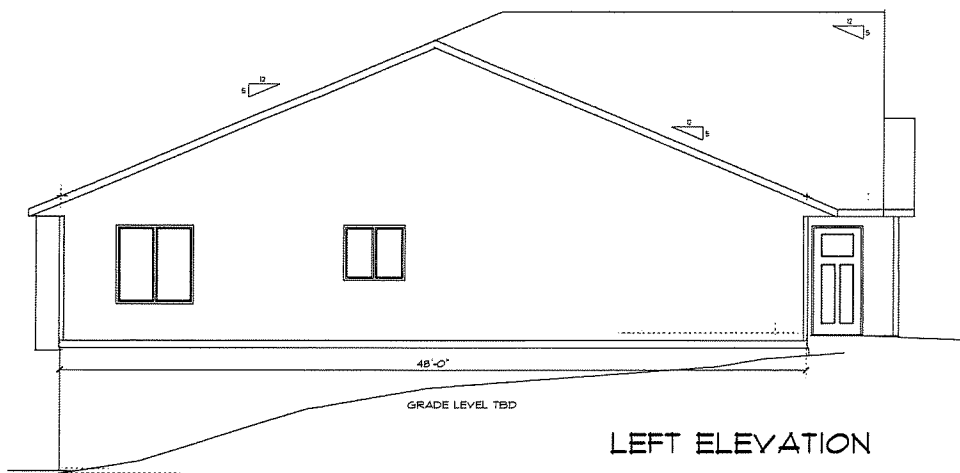
RETAINING
WALL?

FRONT ELEVATION

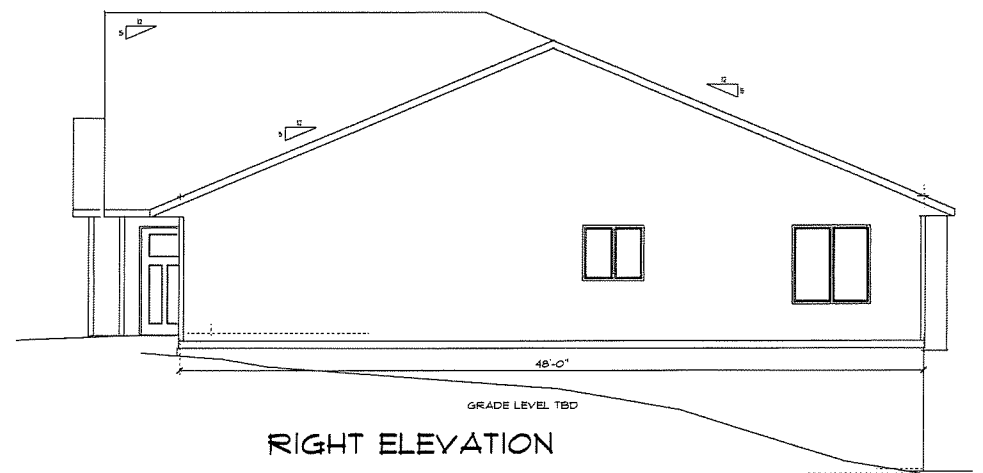
1/8'
6/22/26



REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

1/8"
6/22/26

HOUSING TAX ABATEMENT APPLICATION

(Application Period 1-1-2023 through 12-31-2025)

Property Owner / Applicant: HRA of Austin

Current Address: 308 2nd Ave NE, Austin, MN, 55912, USA

Telephone: 507-433-1866

E-Mail: taggert@austinhra.org

Has applicant ever defaulted on property taxes? No

If Yes, provide details on separate page(s).

Are property taxes current? Yes

PROJECT (check all that apply)	
Single-Family	Multi-family Complex
	Townhomes
Is this an application for a replacement of an existing housing unit on the same parcel? No	
Is this application for an existing housing unit you intend to move to this parcel? No	
If YES, where is the unit being relocated from?	
Project Address:	
Project Legal Description: SubdivisionName MURPHY CREEK MEADOWS Lot 007 Block 001 SubdivisionCd 34466	
Parcel Number: 34.466.0070	Est. Project Valuation: \$ 385,000

Attach building plans, site plan, certification from zoning entity that housing project complies with zoning regulations and there are no outstanding land use issues. (Include letter of consent from property owner if subject to purchase agreement or include a copy of the purchase agreement.)

I / We as applicant(s) for the Housing Tax Abatement submit this application having read the policy and understand the provisions as outlined including, but not limited to, the potential of a partial abatement in year one, due to % of completion on January 2nd, there are not any non-compliance or non-conformity outstanding land use issues on the parcel, construction must commence within one year of the approval, assessors cannot be refused access to the property for assessment purposes and the abatement is awarded annually following full payment of real estate taxes due.

HRA of Austin - Applicant submitted via online form and agreed to conditions above 06/22/2026

Signature of Applicant(s)

Date

FOR OFFICE USE ONLY:

ELIGIBLE / APPLICABLE APPROVALS

Mower County

Date:

☐ City or ☐ Township of

Date:

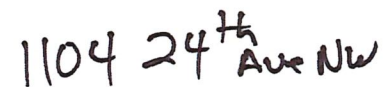
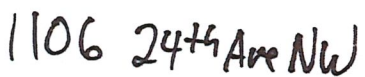
School District of

Date:

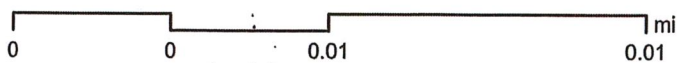
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Notice – City of Austin Housing Projects This application must be approved prior to the building permit being issued by the City of Austin.

Lot Layout



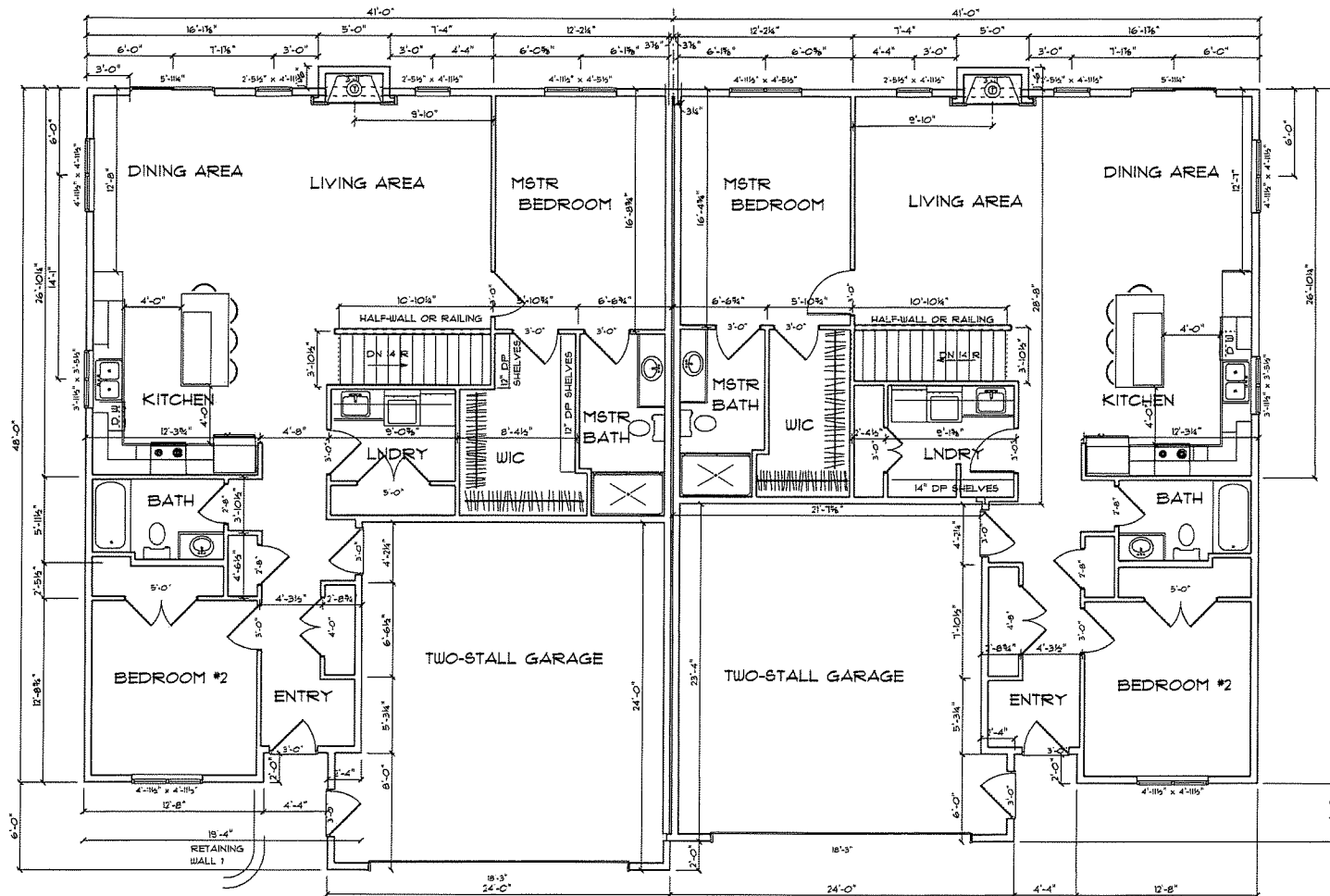
24th Ave NW



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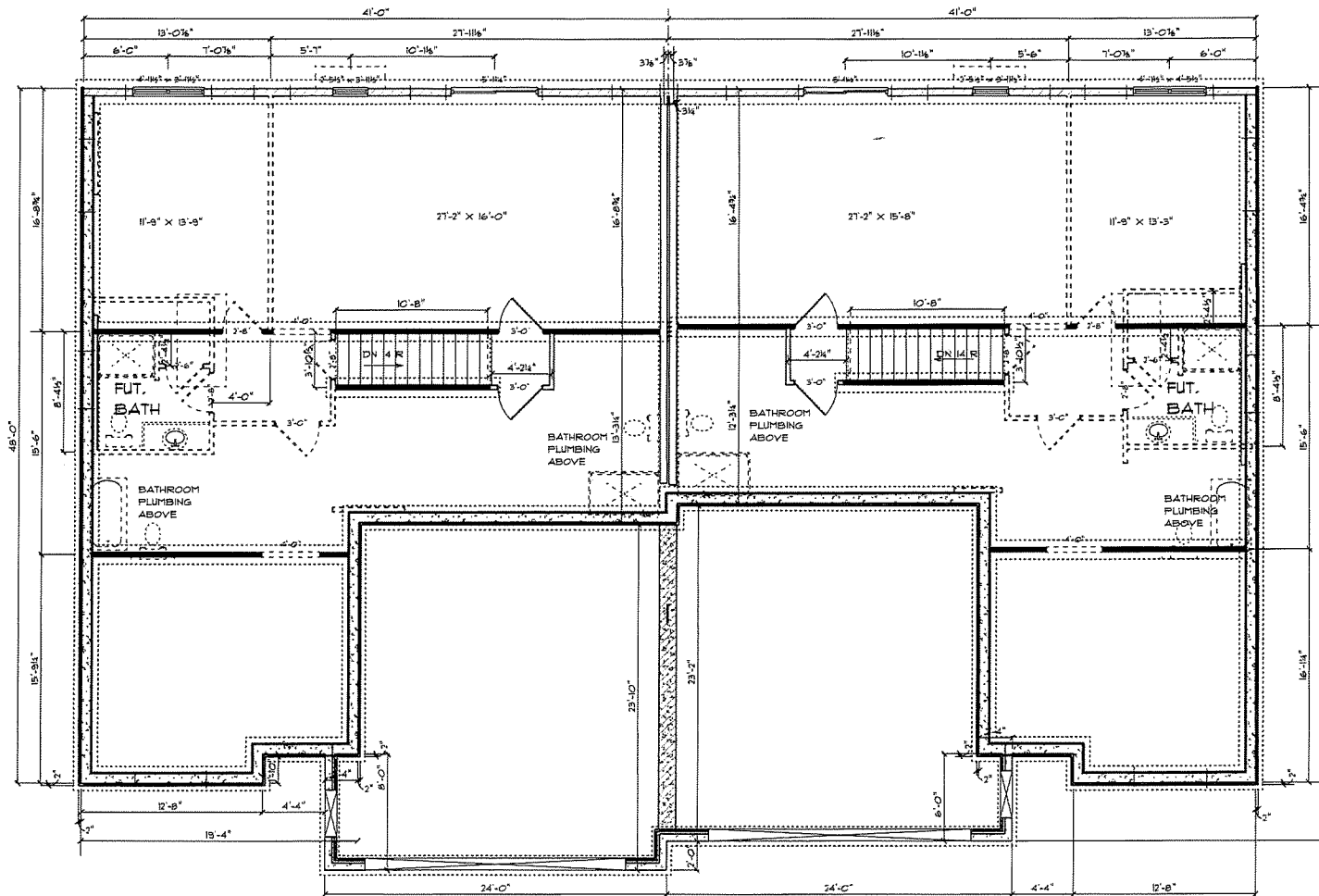
ArcGIS Web Map

Date/Time: 6/22/2026 3:00 PM Page 2 of 99



FLOOR PLAN
 8'-1 1/8" WALL HEIGHT
 HAYFIELD VINYL CASEMENTS
 OUTSIDE OF FRAMING LINES UP WITH
 THE OUTSIDE OF THE FDN WALL.

1/8"
 6/22/26



UNIT A
1571 SQ.FT.

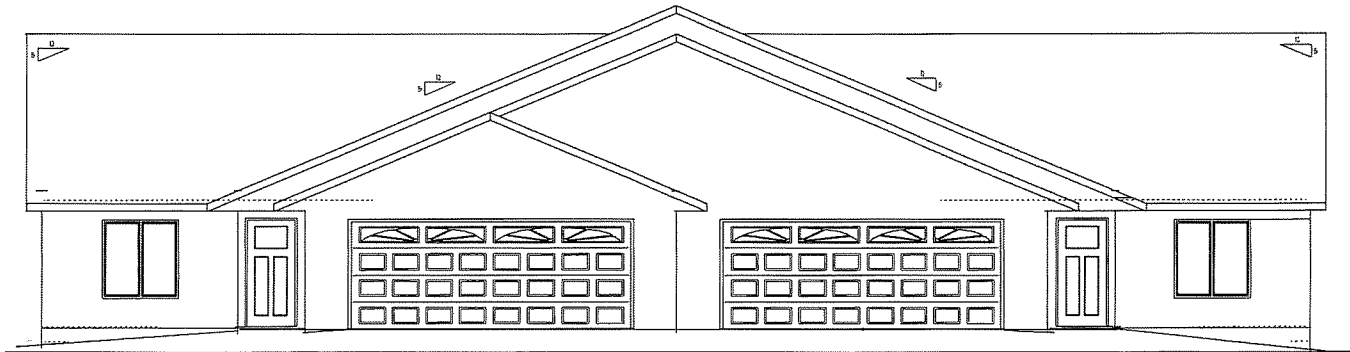
FOUNDATION PLAN

8'-0" POURED CONC. WALL
HATFIELD VINYL CASEMENTS

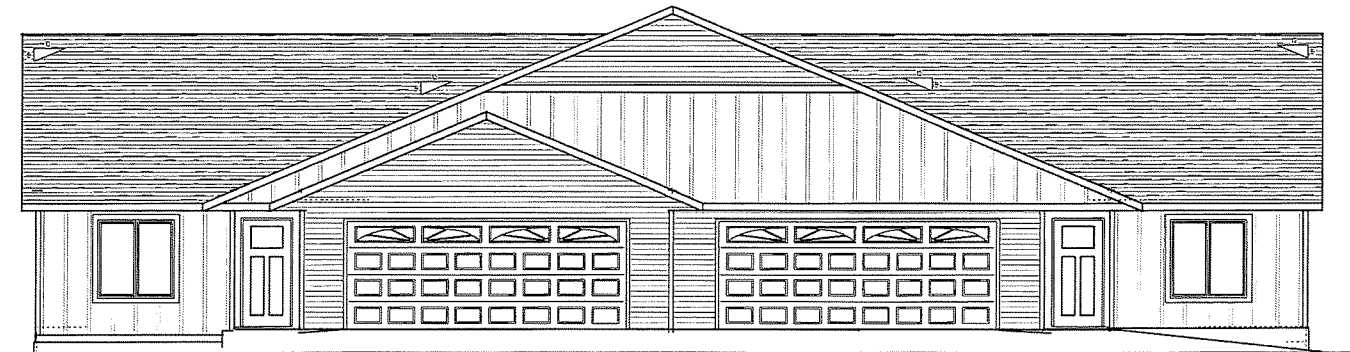
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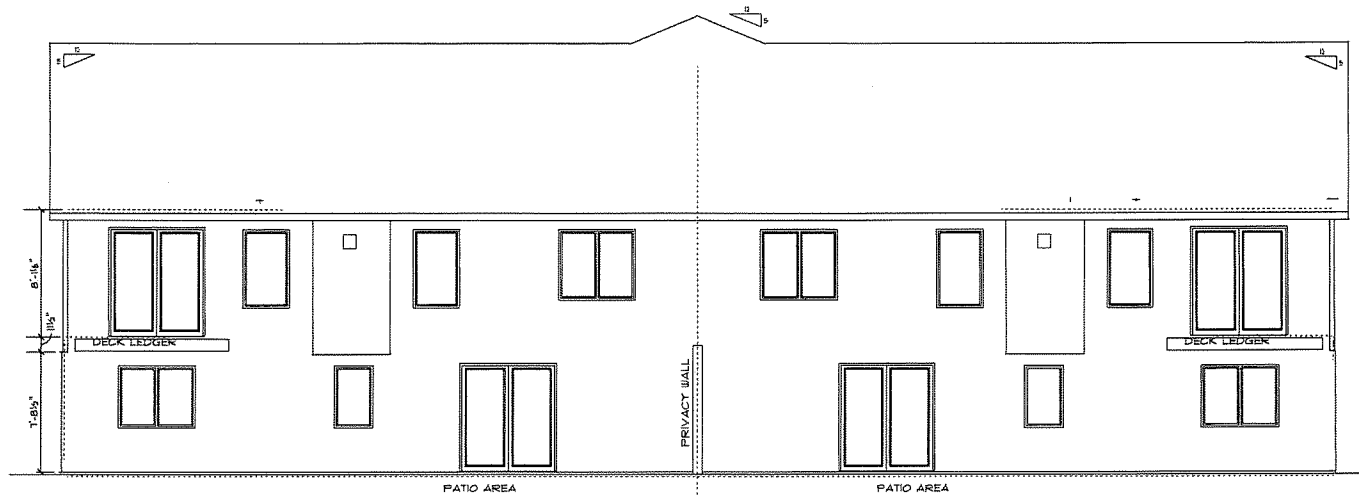
FRONT ELEVATION OPTION



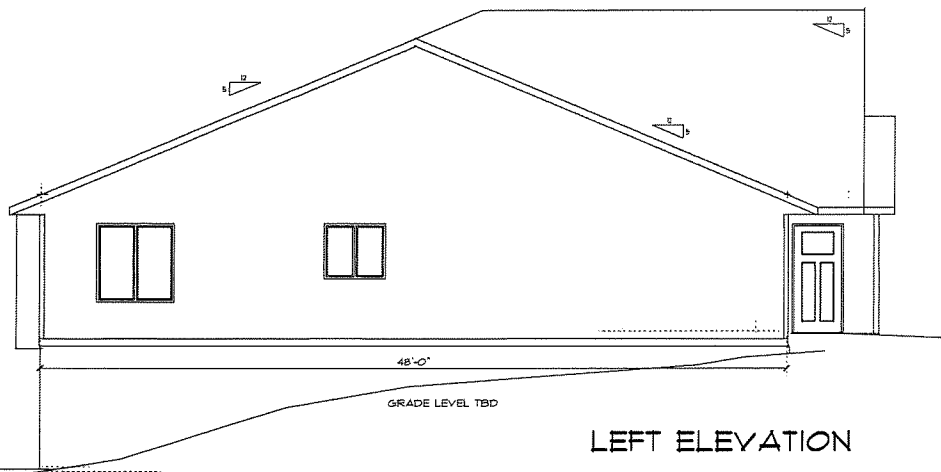
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FRONT ELEVATION

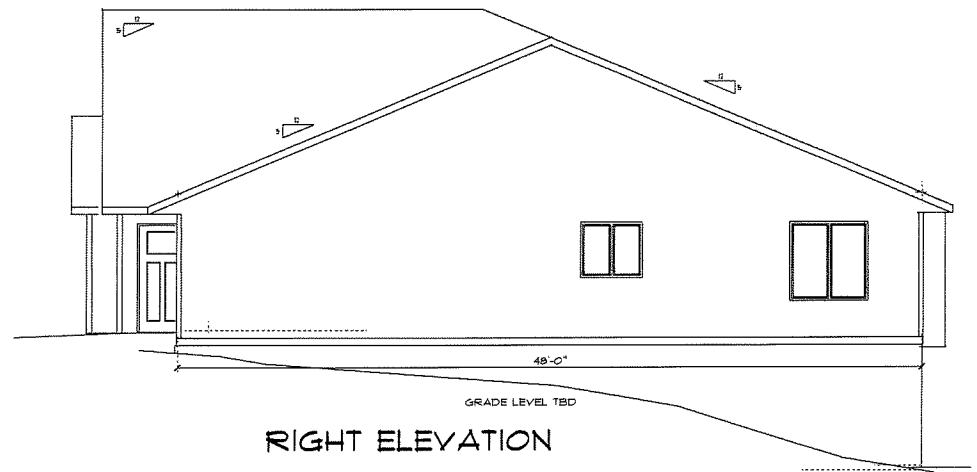
1/8"
6/22/26



REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

1/8"
6/22/26

RESOLUTION NO.

RESOLUTION APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. 469.1813

WHEREAS, the Austin Home Initiative's purpose is to provide incentives to encourage the construction of new owner occupied and residential housing units within the City of Austin for the public benefit including, but not limited to, capturing future taxes from units that would not have otherwise been constructed and increasing housing inventory to support local business growth.

WHEREAS, Minnesota Statute 469.1813 gives authority to the City of Austin to grant an abatement of taxes imposed by the City if certain criteria are met; and

WHEREAS, in addition to the statutory requirements, the City of Austin has adopted the Austin Home Initiative guidelines which must be met before an abatement of taxes will be granted for residential development; and

WHEREAS, the Austin Housing and Redevelopment Authority is the owner of certain property within the City of Austin legally described as follows:

Lot 7, Block 1, Murphy Creek Meadows Addition to the City of Austin, Mower County.

WHEREAS, the Austin Housing and Redevelopment Authority has made application to the City of Austin for the abatement of taxes as to the above-described parcels; and

WHEREAS, the Austin Housing and Redevelopment Authority has met the statutory requirements outlined under Minnesota Statute 469.1813 Subdivision (1) and Subdivision 2(i) as well as the Austin Home Initiative guidelines for abatement;

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

The City of Austin does hereby grant an abatement of the City of Austin's share of real estate taxes upon the above-described parcels for the construction of a duplex dwelling on the subject property.

The tax abatement will commence with the receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority's resolution, whichever is first, and shall continue for five years.

The City shall provide the awarded abatement payments following the payment of due real estate taxes annually. Payments shall be made to the owner of record at the time of the payment.

The tax abatement shall be limited to the increase in property taxes resulting from the improvement of the property. Land values are not eligible and will not be abated.

The abatement shall be null and void if construction is not commenced within one year of the approval of this resolution or if the real estate taxes are not paid on or before the respective payment deadlines annually.

Passed by a vote of yeas and nays this 20th day of July, 2026.

Yeas

Nays

ATTEST:

APPROVED

City Clerk

Mayor

RESOLUTION NO.

RESOLUTION APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. 469.1813

WHEREAS, the Austin Home Initiative's purpose is to provide incentives to encourage the construction of new owner occupied and residential housing units within the City of Austin for the public benefit including, but not limited to, capturing future taxes from units that would not have otherwise been constructed and increasing housing inventory to support local business growth.

WHEREAS, Minnesota Statute 469.1813 gives authority to the City of Austin to grant an abatement of taxes imposed by the City if certain criteria are met; and

WHEREAS, in addition to the statutory requirements, the City of Austin has adopted the Austin Home Initiative guidelines which must be met before an abatement of taxes will be granted for residential development; and

WHEREAS, the Austin Housing and Redevelopment Authority is the owner of certain property within the City of Austin legally described as follows:

Lot 8, Block 1, Murphy Creek Meadows Addition to the City of Austin, Mower County.

WHEREAS, the Austin Housing and Redevelopment Authority has made application to the City of Austin for the abatement of taxes as to the above-described parcels; and

WHEREAS, the Austin Housing and Redevelopment Authority has met the statutory requirements outlined under Minnesota Statute 469.1813 Subdivision (1) and Subdivision 2(i) as well as the Austin Home Initiative guidelines for abatement;

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

The City of Austin does hereby grant an abatement of the City of Austin's share of real estate taxes upon the above-described parcels for the construction of a duplex dwelling on the subject property.

The tax abatement will commence with the receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority's resolution, whichever is first, and shall continue for five years.

The City shall provide the awarded abatement payments following the payment of due real estate taxes annually. Payments shall be made to the owner of record at the time of the payment.

The tax abatement shall be limited to the increase in property taxes resulting from the improvement of the property. Land values are not eligible and will not be abated.

The abatement shall be null and void if construction is not commenced within one year of the approval of this resolution or if the real estate taxes are not paid on or before the respective payment deadlines annually.

Passed by a vote of yeas and nays this 20th day of July, 2026.

Yeas

Nays

ATTEST:

APPROVED

City Clerk

Mayor

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



Steven J. Lang, P.E.
City Engr./Public Works Dir.
507-437-9949
Fax 507-437-7101
slang@ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Andrew Sorenson, PE
Date: July 20th, 2026
Subject: Bids – 2026 Sanitary Sewer Lining Project

The City of Austin received bids for sanitary sewer cured in-place pipe (CIPP) lining in the Wildwood and Sterling neighborhoods on July 9th, 2026. Work will consist of pre- and post-lining televising, sewer cleaning, root cutting, several in-line spot repairs, lining the sewer main and routing open the services.

Project included in this bid is:

- CP 26202 – 2026 Sanitary Lining Project

The bids are summarized below:

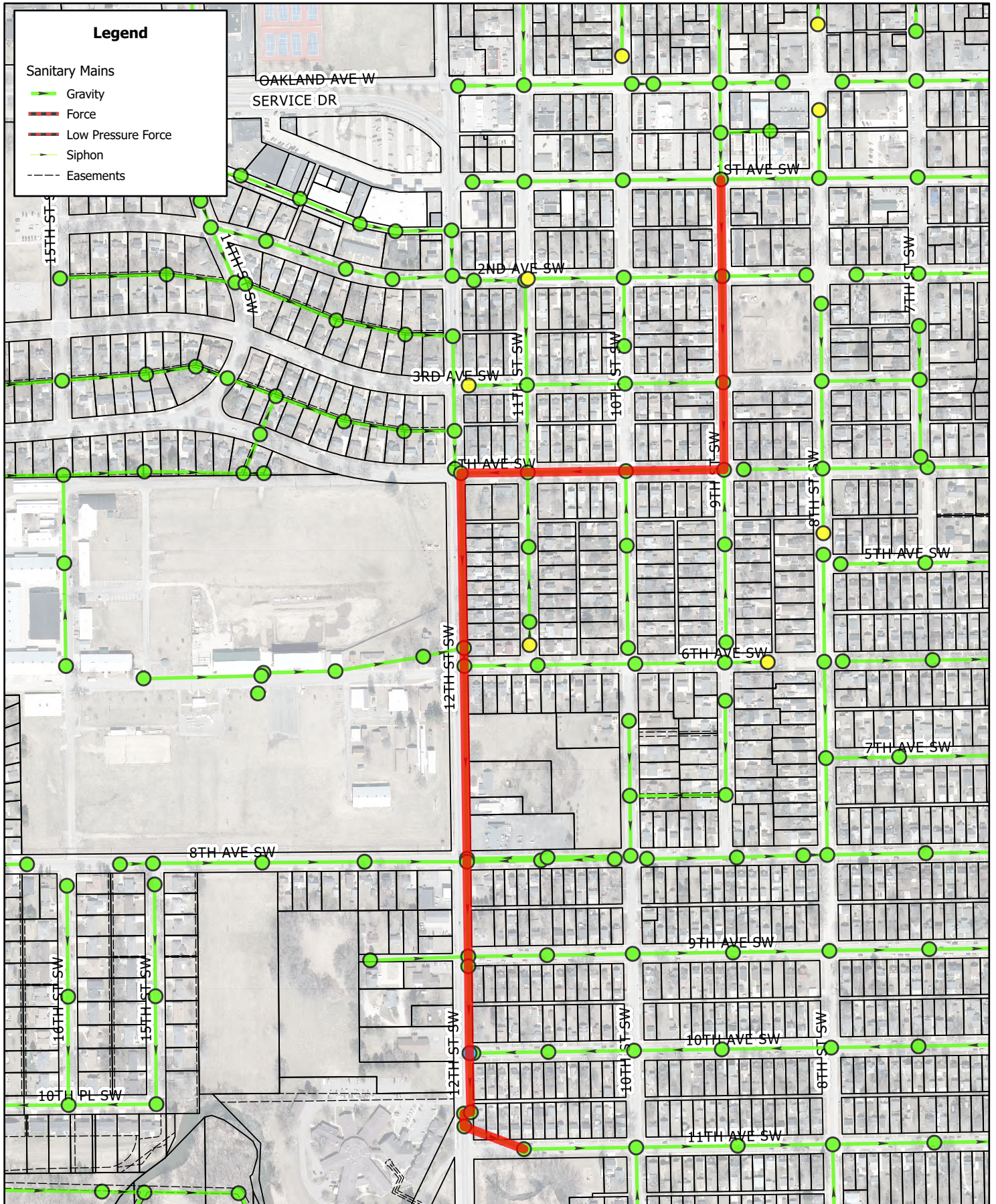
Contractor	Bid Amount
Insituform Technologies USA, LLC	\$ 1,443,068.29
Municipal Pipe Tool Company	\$ 1,533,242.00
Engineer's Estimate	\$ 1,146,831.00

The project will be funded using Local Fund 61. The City of Austin would recommend accepting the bid from Insituform Technologies USA, LLC of Chesterfield, MO and awarding this project to them. If you have any questions, please contact me.

Fund 61 – WWTP Fund \$ 1,443,068.29



2026 Sanitary Lining Project City of Austin



0 330 660 1,320 US Feet

Date: 7/10/2026

Page 31 of 99

July 10, 2026

Steven Lang, P.E.
City Engineer
City of Austin
500 4th Avenue NE
Austin, MN 55912

RE: City of Austin
2026 Sanitary Sewer Lining
Recommendation of Contractor for Project Contract Award

Dear Mr. Lang:

Bids were received for the City of Austin, MN on 7/9/2026. Two construction firms submitted a bid for the project. The total low bid for the work was \$1,443,068.29, submitted by Insituform Technologies USA, LLC of Chesterfield, MO. The estimated cost for the project work was \$1,146,831. Please refer to the attached Bid Tabulation.

WHKS & Co. recommends the City Council accept the bid of Insituform Technologies USA, LLC as the lowest, responsive, responsible bidder and award the construction contract to Insituform Technologies USA, LLC.

If you have any questions or require additional information, please contact our office.

Sincerely,

WHKS & co.



Bryan Kaemingk, P.E.
Project Engineer

BK/bk

cc:

Andrew Sorenson, City of Austin
Bill Angerman, WHKS

RESOLUTION NO.

AWARDING BID FOR 2026 SANITARY LINING PROJECT

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

2026 Sanitary Lining Project

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

<u>Contractor</u>	<u>Total</u>
Insituform Technologies USA, LLC	\$ 1,443,068.29
Municipal Pipe Tool Company	\$ 1,533,242.00
Engineer's Estimate	\$ 1,146,831.00

AND, WHEREAS, it appears Insituform Technologies USA, LLC is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Austin, Minnesota that the bid of Insituform Technologies USA, LLC is hereby accepted and the Mayor and City Engineer are hereby authorized and directed to enter into the standard city contract with Insituform Technologies USA, LLC in the name of the City of Austin for the following:

2026 Sanitary Sewer Lining Project

Passed by a vote of yeas and nays this 20th day of July, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor



Memorandum

To: City Council

From: Brianne Wolf, City Clerk

Date: July 20, 2026

Subject: Approving City Hall Security System Upgrades

The Clerk's Office collaborated with IT to obtain a quote from Custom Alarm for the installation of an alarm monitoring system, security cameras on the lower level of City Hall, and panic buttons.

Custom Alarm has provided a quote of \$3,947.66 for our security upgrade. This includes the installation of an alarm panel, two motion detectors, three cameras for the lower level of City Hall, and four panic buttons. There will also be a monthly fee of \$27.00, which gives us an app to arm and disarm the system remotely, check its status, manage user access, and allow for troubleshooting without needing a technician onsite.

The cost of alarm monitoring is a practical and responsible expenditure when weighed against the potential cost of a security breach, property damage, loss of records, or interruption to City services. This is a proactive investment in public safety and the protection of City operations.

Staff requests approval of the upgrades to the security system at City Hall with funding coming from the Contingency Fund.



PREPARED FOR

City of Austin

INTRUSION ALARM AND PANICS

Prepared For:

Michael Gosha

Austin City Hall

mgosha@ci.austin.mn.us

Prepared By:

Doug Scherr

Security Consultant

Custom Alarm

(507) 288-5522

Doug.s@custom-alarm.com



**CONNECTED
SECURITY**



**VIDEO
SURVEILLANCE**



507.288.5522 | custom-alarm.com
1661 Greenview Drive SW | Rochester, MN 55902



Scope Of Work

Customer Details:

Site: 500 4th Ave NE Austin, MN 55912
Billing: 500 4th Ave NE Austin, MN 55912
Contact: Michael Gosha
mgosha@ci.austin.mn.us

Copilot said:

SCOPE OF WORK

Custom Alarm will provide and install a DMP XR550 intrusion alarm system at Austin City Hall. The system will provide after-hours intrusion detection, emergency panic alarm functionality, and remote management capabilities while allowing staff to continue entering the building through their normal daily procedures.

WORK TO BE PERFORMED

1. Intrusion Alarm Control Panel
 - o Provide and install one (1) DMP XR550 intrusion alarm control panel.
 - o Control panel will be installed in the IT office.
 - o Configure system programming, user permissions, schedules, and communication settings.
2. Motion Detection
 - o Provide and install two (2) motion detectors to protect the two primary ground-level building entrances.
 - o Motion detectors will be positioned to provide the best coverage of each entrance area.
 - o Motions will be configured with an entry delay to allow authorized staff time to disarm the system after entering the building.
 - o Standard entry delay is typically 30 seconds but can be adjusted to meet operational requirements.
3. Arming and Scheduling Options
 - o System may be configured to automatically arm on a schedule while requiring manual disarming by authorized staff.

Example:

- o System automatically arms Monday through Friday at 6:00 PM.
- o Authorized staff disarm the system upon arrival each morning.

Alternatively, the system may be configured for both automatic arming and automatic disarming.

Example:

- o System automatically arms Monday through Friday at 6:00 PM.
- o System automatically disarms Monday through Friday at 7:00 AM.

Schedules can be adjusted to accommodate City Hall operating hours and special events.

4. Panic Alarm Devices
 - o Provide and install four (4) wireless panic buttons at the following locations:
 - § City Clerk's Desk
 - § Council Chambers
 - § Parks and Recreation Office
 - § Building and Zoning Office
 - o Panic activations will immediately generate an alarm signal for emergency response.
5. Keypad and Mobile Access



- o Provide and install one (1) DMP alphanumeric keypad located near the main entrance doors above the existing light switch.
- o Authorized users will be able to arm and disarm the system from the keypad.

The DMP Virtual Keypad mobile application can also be used for:

- o Remote arming and disarming.
- o Viewing system status.
- o Receiving alarm notifications.
- o User code management.
- o Opening and closing reports.
- o Managing schedules.
- o Viewing event history.
- o Controlling authorized automation functions if enabled.

6. Cabling and System Installation

- o Provide and install all required control equipment, motion detectors, keypad, wireless panic buttons, power supplies, batteries, communication equipment, and associated hardware.
- o Provide and install all necessary cabling for system operation.
- o Program, test, and commission the system.
- o Train designated City staff on basic system operation.

EXCLUSIONS

The following are specifically excluded unless otherwise noted:

- Electrical work beyond that required for intrusion alarm installation.
- Network upgrades or IT infrastructure modifications.
- Patching, painting, or repair of walls, ceilings, floors, or other building finishes.
- Access control integration not specifically identified in this scope.
- After-hours installation unless specifically requested.
- Permits, permit fees, and inspections unless otherwise required.

WARRANTY

Custom Alarm warrants equipment furnished and installed under this agreement to be free from defects in material and workmanship for a period of one (1) year from the date of installation. During the warranty period, Custom Alarm will repair or replace defective equipment furnished and installed by Custom Alarm at no additional charge to the customer.

Warranty does not cover damage caused by misuse, abuse, vandalism, lightning, power surges, acts of God, unauthorized modifications, network failures, or customer-caused damage. Manufacturer warranties extending beyond one year, if applicable, shall remain in effect according to the manufacturer's terms and conditions.

Initials: _____



Proposal Number: 50077-3-0
Date: June 23, 2026

Financial Summary

Customer Details:

Site: 500 4th Ave NE Austin, MN 55912

Billing: 500 4th Ave NE Austin, MN 55912

Main Contact: Michael Gosha mgosha@ci.austin.mn.us

Intrusion				\$3,947.66
QTY	Manufacturer	Part #	Description	
1	DMP	XR550DNL-G	XR550 INTRUSION / PANIC ALARM PANEL	
1	DMP	DUALCOMN-2	LTE / NETWORK COMMUNICATOR	
1	Batteries Plus	12V7AH	12VDC 7AH BATTERY	
1	DMP	7060-W	KEYPAD	
2	Bosch	ISC-BDL2-WP12G	40' PIR MOTION DETECTOR	
1	DMP	1100XH-W	WIRELESS HIGH POWER RECEIVER, XR SERIES	
4	DMP	1142-W	PANIC BUTTON --- \$61.89ea	
1	DMP	1100RE-W	WIRELESS REPEATER	
100	Cassidy	222PR	KAYPAD CABLE	
175	Windy City Wire	22/4 NS	MOTION DETECTOR CABLE	

Financial Summary

Total Proposal Amount: \$3,947.66
Recurring Services: \$27.00

Note: The above price does not include sales tax

If paying invoice via credit card, there may be a 3% service fee added to this charge.

This proposal may be withdrawn by Custom Alarm if not accepted within 30 days.

An administrative fee of \$300 (plus tax) will be applied annually if billing is to be submitted via a customer portal. Please email portals@custom-alarm.com if use of a separate portal is required for billing purposes.



System Investment

Custom Alarm will provide the proposed system as described in this proposal for the sum of : **\$3,947.66**.

The price above includes: material, equipment and labor as described within this proposal. Taxes are not included and will be charged additionally, if applicable.

Payment Terms:

Work will be scheduled upon the receipt of an authorized signature, purchase agreement deposit as specified on the Financial Summary.

Any alteration or deviation from the proposal involving extra cost of materials or labor will become an extra charge over the sum stated above.

Projects exceeding one calendar month will be billed for work completed during each month (progressive billing). Progressive billing will include invoicing for engineering, labor, and/or programming prior to onsite installation and material stored at Custom Alarm. Payment is due 30 days from the date of invoice. Customer agrees to pay each invoice when due. In addition to all other rights and remedies available. Custom Alarm shall have the option to withhold any further shipments of material and/or the provision of any service, including, but not limited to Technical Assistance, until Customer's account is paid in full.

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in this agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized to sign this agreement. Custom Alarm is hereby authorized to perform the work as specified.

Tax Exempt: If customer has a ST3, Certificate of Exemption form, it must be presented along with this signed proposal in order to avoid being charged sales tax. If it is not turned in at the time of signing, additional administrative fees may be applied on future invoices.

Prepared By: Custom Alarm
Name: Doug Scherr

Signature: _____

Title: _____

Date: _____

Accepted By: City of Austin
Name: _____

Signature: _____

Title: _____

Date: _____



Terms & Conditions

Purchaser acknowledges that additional protection may be obtained over and above that provided herein at additional cost. Purchaser agrees to supply, at Purchaser's expense, all electrical, telephone, internet connections, jacks, outlets and receptacles required for Custom Communications, Inc./Custom Alarm (hereinafter referred as "CCI") to complete its installation and/or service of the Alarm System. Subscriber acknowledges and agrees that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) Subscriber has voluntarily elected to accept the System based on Subscriber's business reasons, e.g., cost, firm culture, Premises environment and conditions, insurance requirements, etc.

1. Price. PURCHASE PRICE: \$3,947.66, plus applicable taxes which will be included on final invoice.

DEPOSIT: Purchaser agrees to pay CCI, or to others as directed by CCI \$0.00 when this Agreement is signed.

PAYMENT TERMS: Purchaser hereby agrees to pay CCI the balance of the invoice total upon completion of installation. **A late fee up to 1.5% per month may be applied to unpaid balances over 30 days. Purchaser is responsible for all collection costs incurred for unpaid bills, including attorneys' fees and costs.**

2. Effective Date. The Agreement shall become effective when signed by the purchaser and approved by CCI or when the Alarm System becomes operative or is activated, whichever occurs first ("Effective Date").

3. Limited Equipment Warranty. CCI warrants that the equipment and parts installed for Purchaser under the Agreement will be free from defects in material and workmanship for a period of one (1) year from the Effective Date. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at CCI's option, free of charge. This limited warranty will not apply if the damage or malfunction occurs through no fault of CCI while the Alarm System is in Purchaser's possession, or occurs because the Alarm System has been altered, abused, misused, or tampered with, or has otherwise been operated or used contrary to CCI's or the manufacturer's instructions. If CCI's inspection fails to discover defect covered by this limited warranty, the equipment will be repaired or replaced at Purchaser's expense and CCI's regular service charges will apply. In the event there is a conflict between this warranty and a manufacturer's warranty, the terms of this warranty shall control. If warranty service is needed, Purchaser agrees to contact CCI at the address provided in this Agreement. In addition to the legal rights provided herein, Purchaser may have additional rights provided by law.

4. Disclaimer of All Other Warranties. Except for the limited warranty described above, CCI makes no other express warranties. The duration of any implied warranties, including any implied warranty of merchantability or fitness for a particular purpose is hereby limited to the ninety day (90) duration of this warranty. CCI makes no warranty that the Alarm System or services supplied will not be compromised or that the Alarm System or service will provide the protection for which it is intended. Purchaser further acknowledges that any affirmation of fact or promise made by CCI shall not be deemed to create an express warranty unless included in the Agreement in writing; that Purchaser is not relying on CCI's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties that extend beyond the face of this agreement, and that CCI has offered additional and more sophisticated equipment for an additional charge, which Purchaser has declined.

5. Limitations of Alarm System and Monitoring. Purchaser understands that an alarm system does not guarantee the safety of any person or property. Alarm systems may be bypassed; and may not always operate properly for numerous reasons, including equipment malfunction or failure, phone lines being cut, inoperative, or damaged and unable to transmit an alarm signal. In addition, CCI cannot control the response of fire departments, police departments, or emergency medical services. Purchaser acknowledges that CCI does not represent or warrant: that the Alarm System may not be compromised or circumvented; that the Alarm System will prevent any loss by burglary, theft, robbery, fire, or otherwise; or that the Alarm System will in all cases provide the protection for which it is installed or intended. Purchaser understands that due to the nature of the method used for communicating alarm signals, there may be times when the communication method is not able to transmit signals and the monitoring entity will not receive alarm signals. Digital communications use standard telephone lines and no one will receive signals when the telephone system becomes non-operational or the telephone line is cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit an alarm signal due to lack of signal strength or availability of a communication channel. Any other type of communication method installed under this Agreement may also experience an inability to communicate alarms signals. Purchaser understands that CCI offers several levels of communication methods of alarm signals and the Alarm System and its components described on the front page of this Agreement have been chosen by the Purchaser after considering and balancing the levels of protection afforded by various communication methods and the related costs. Purchaser acknowledges and agrees that Purchaser is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication is required.

6. CCI's Limit of Liability. CCI SHALL NOT BE LIABLE FOR ANY DELAY OR INTERRUPTION OF SERVICE, OR NON-OPERATION OF THE ALARM SYSTEM DUE TO CIRCUMSTANCES BEYOND CCI'S REASONABLE CONTROL. PURCHASER AGREES THAT CCI IS NOT RESPONSIBLE FOR PERSONAL INJURY OR OTHER LOSSES THAT ARE ALLEGED TO BE CAUSED BY IMPROPER OPERATION OR NON-OPERATION OF THE ALARM SYSTEM, AND/OR ITS INSTALLATION, AND/OR ITS SERVICE, INCLUDING CASES WHERE THE ALARM SYSTEM AND/OR SERVICE NEVER FUNCTIONS WHETHER DUE TO DEFECTS IN THE ALARM SYSTEM, AND/OR ITS INSTALLATION, AND/OR ITS SERVICE, OR FROM CCI'S ACTS OR OMISSIONS IN RECEIVING AND RESPONDING TO ALARM SIGNALS. PURCHASER FURTHER AGREES THAT CCI IS NOT AN INSURER AND THAT INSURANCE, COVERING PERSONAL INJURY AND OTHER LOSSES, SHALL BE OBTAINED BY PURCHASER.

It is agreed that it would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of services or equipment, due to the uncertain value of Purchaser's property or the property of others kept on the Premises. THEREFORE, IF ANY LIABILITY IS IMPOSED ON CCI, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, IT WILL BE LIMITED TO 10% OF THE PURCHASE PRICE PROVIDED ABOVE OR TWO HUNDRED FIFTY DOLLARS (\$250.00), WHICHEVER IS GREATER. If Purchaser wants to increase the amount of CCI's maximum liability, Purchaser may do so by paying an additional payment determined by CCI consistent with CCI's increased liability. This shall not be construed to establish CCI as an insurer. IN NO EVENT WILL CCI BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES DUE TO A FAILURE ON THE PART OF CCI OR A FAILURE OF THE ALARM SYSTEM IN ANY RESPECT. Purchaser and CCI agree that this Agreement limits CCI's liability to Purchaser unless CCI's actions are deemed to be willful and wanton. Notwithstanding any contrary definitions found in any case law, Purchaser and CCI expressly agree that willful and wanton means conscious and intentional disregard of and indifference to the rights and safety of others.

7. Indemnify and Hold Harmless. The parties agree that Purchaser retains the sole responsibility for the life and safety of all persons in the protected Premises, and for protecting against personal injury and losses to Purchaser's own property and the property of others in the Premises. Purchaser and CCI agree that there are no third party beneficiaries to this Agreement. PURCHASER AGREES TO INDEMNIFY AND HOLD HARMLESS CCI, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THE AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE ALARM SYSTEM AND/OR SERVICE, WHETHER DUE TO MALFUNCTIONING OR NON-FUNCTIONING OF THE ALARM SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY CCI OF THE INSTALLATION, REPAIR, MONITORING, SIGNAL-HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE. The provisions of this section shall apply to any other company or entity that, in addition to CCI, promotes, markets or endorses the installation, monitoring or repair services provided hereunder.

8. No Subrogation. Purchaser does hereby for himself/herself/itself and other parties claiming under him/her/it, release and discharge CCI from and against all claims arising from hazards covered by Purchaser's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against CCI. Purchaser agrees that this paragraph is not an exculpatory provision, but a risk shifting provision. It will apply to preclude any subrogation action without regard to CCI's negligence or whether CCI's conduct is considered to be willful and wanton as defined above.

9. Installation; Service; Delays. CCI shall not be liable for any damage or loss sustained by Purchaser from delays in installation of equipment or for delays or interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or any other causes. Purchaser acknowledges and agrees that Company and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise CCI of such hidden objects, failing which CCI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. CCI and Representatives make no representation of delivery and installation of equipment or commencement of Services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and the sole responsibility of Customer.



10. Testing the Alarm System. The parties hereto agree that the Alarm System, once installed, is in Purchaser's exclusive possession, custody and control. Purchaser agrees to test and inspect the Alarm System immediately upon completion of installation and to advise CCI in writing within three (3) days after installation of any defect, error, or omission in the Alarm System. Upon expiration of the three (3) day period, the Alarm System and the protection provided shall be deemed accepted by Purchaser. Thereafter, Purchaser must regularly test the Alarm System's operation, according to CCI's and the manufacturer's instructions, and notify CCI if any equipment is in need of repair at Purchaser's expense if not covered by the limited warranty herein.

11. Installation on Premises. CCI is authorized to install, service, move and/or remove components of the Alarm System on the Premises. In doing so, CCI is authorized to cut into walls, drill holes, drive nails, and do any other thing necessary in CCI's sole discretion to install and/or service and/or move and/or remove the Alarm System and its components. CCI shall not be responsible for any condition created as a result of such installation, service, move or removal. CCI shall not be responsible for any damage caused to the Premises as a result of installation, service, or the removal of the Alarm System. CCI is under no obligation to redecorate any portion of Purchaser's building upon installation, service, move or removal of the Alarm System. Purchaser represents that the owner of the Premises, if other than Purchaser, authorizes the installation of the Alarm System under the terms of this Agreement; and Purchaser agrees to indemnify CCI for any claims made by the owner of the Premises arising directly or indirectly, or otherwise related to, this Agreement or any provision thereof.

12. Lead Paint. If the Premises was built before 1978, or if Purchaser believes lead paint is located at the Premises, Purchaser must notify CCI in writing before CCI begins its work at the Premises. If the Premises has lead paint that will or may be disturbed by CCI's installation, service, move, or removal of the Alarm System or any of its components, Purchaser agrees to reimburse CCI for its or its agent's expenses for abatement and containment of the lead paint, per federal requirements. Purchaser also agrees to indemnify and hold CCI harmless for any damages caused by removal or disturbance of lead paint at the Premises.

13. Laws and Permit Requirements and Fees. CCI does not have the duty to disclose or inform Purchaser of any applicable laws, regulations, and/or codes regarding the use or adequacy of an alarm system. CCI also does not have a duty to obtain any alarm use permits that may be required. Purchaser is responsible for all alarm permits and permit fees. Purchaser agrees to file for and maintain any permits required by applicable law. CCI shall have no liability for permit fees, false alarms, false alarm fines, police or fire response fees. Purchaser agrees to indemnify or reimburse CCI for any fines imposed against CCI relating to permits or false alarms. If CCI is required by law to perform any service or furnish any material not specifically covered by the terms of this Agreement Purchaser agrees to reimburse CCI for such service or material.

14. Fire Alarm Code and Permit Requirements. Unless a Fire Alarm System to Code is to be installed on the schedule of protection, CCI makes no representation that the Alarm System's fire detection equipment meets local code, fire department, or any Authority Having Jurisdiction [AHJ] requirements. It is not CCI's responsibility to apply for any permits or fees in connection with such equipment. The law requires, and CCI recommends, that Purchaser install a Fire Alarm System to Code with plans and specifications prepared by an architect or professional engineer, and that the Alarm System be properly permitted, inspected and approved by the AHJ. Purchaser represents that any existing fire alarm system is approved by the AHJ and that any repairs or replacement parts installed by CCI are not additional equipment that would require the AHJ's approval. If, at the time of installation, additional equipment is needed there will be additional charges to Purchaser.

15. CCI's Service Obligations. CCI shall not be obligated to render any service to Purchaser under the terms of this Agreement, except as expressly stated in this agreement. During the warranty period, CCI shall not be required to service the Alarm System unless it has received written notice from Purchaser, and upon such notice, and provided Purchaser is not in default of this Agreement, CCI shall during the warranty period service the Alarm System as soon as reasonably possible during CCI's regular business hours.

16. Title. Title to the Alarm System and all the component parts herein shall remain in CCI until Purchaser pays for the Alarm System in full. Purchaser authorizes CCI and its designated representatives to enter the Premises and remove the Alarm System in the event of default in payment of the purchase price when due.

17. Unfavorable Conditions. If the Alarm System or any of its components is affected by unfavorable conditions in the Premises (e.g., air turbulence), Purchaser agrees to turn off, disable, or remove all things, animate or inanimate, causing the disturbance. This includes, but is not limited to, all forced air heaters, air conditioners, animated display signs, animals, covering of chemical vats, and any other source of air turbulence, movement, or other unfavorable condition that may interfere with the effectiveness of the Alarm System.

18. Third Party Billing. If Purchaser should elect to employ any third party "Contractor Compliance Management Service or Solution", CCI reserves the right to charge Purchaser a handling/processing fee based on any additional costs incurred including, but not limited to clerical time of CCI staff to prepare and invoice Purchaser based on requests of compliance service. Additionally CCI reserves the right to charge Purchaser if any additional fees are imposed based on processing permits or fees, such as fire alarm compliance engine fees.

19. Assignment. Purchaser cannot assign this Agreement without CCI's prior written consent. CCI may assign this Agreement or subcontract any of its obligation under this Agreement without notice to Purchaser.

20. Litigation. In the event CCI institutes legal action to recover any amounts owed by Purchaser to CCI hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1.5% per month from the date payment is due; and the interest shall be payable in addition to any statutory interest on judgments allowed under Minnesota law, as calculated in Minn. Stat. § 549.09. Should CCI prevail in any litigation between the parties arising directly or indirectly or otherwise related to this Agreement, or any provision hereof, Purchaser shall pay CCI's attorneys' fees and costs. Any lawsuit arising directly or indirectly or otherwise related to this Agreement, or any provision hereof, shall be litigated only in the courts of the State of Minnesota, County of Olmsted. The parties waive trial by jury in any action between them. Any action by Purchaser against CCI must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against CCI must be commenced based on the provisions of this Agreement. Any other action that Purchaser may have or bring against CCI in respect to services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.

21. Complete Agreement; Modification. This written Agreement (including the provisions on both the front and back and any attachments thereto) is the entire and complete agreement between CCI and Purchaser and replaces any prior oral or written agreements related to the subject matter of this Agreement. No verbal understandings or agreements will change the terms and conditions of this Agreement. Purchaser understands that any changes in this Agreement must be approved by CCI and its insurer, and any changes must be in writing and signed by CCI and Purchaser.

22. Conflict. Purchaser understands and agrees that if there is any conflict between this Agreement and any other contract between Purchaser and CCI, this Agreement will govern as to the terms in conflict, whether or not it was signed first.

23. Severability. If any provision of this Agreement is deemed void or unenforceable the remaining parts of the Agreement will remain in full force and effect.

24. Not Binding Until Accepted. This is not a binding agreement until CCI accepts it. If CCI does not accept it, CCI will refund any amount Purchaser has paid under this Agreement. THIS CONTRACT IS VALID EVEN IF UNSIGNED BY CUSTOM COMMUNICATIONS, INC./CUSTOM ALARM REPRESENTATIVE.

25. Electronic Signatures: The person signing this Agreement certifies that Purchaser's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using CCI's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

26. Notice of Lien Rights. (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions; (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice. **If this is a home solicitation sale, the following cancellation clause applies: "BUYER'S RIGHT TO CANCEL"** Purchaser, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See attached notice of cancellation form for an explanation of this right.

PURCHASER ACKNOWLEDGES THAT HE/SHE/IT HAS READ AND UNDERSTANDS THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS DOCUMENT AND ANY ATTACHMENTS HERETO.



Custom Alarm | Custom Communications, Inc.
MONITORING AGREEMENT (MA)

June 23, 2026

1661 Greenview Drive SW
Rochester, MN 55902
507.288.5522 | 507.287.0757 (f)
www.custom-alarm.com
Proposal # 50077-3-0-0

Customer Information

Customer/Corporate Name: City of Austin
(hereinafter "Customer")

Billing Address: 500 4th Ave NE

City/State/Zip: Austin, MN 55912

Contact Name: Michael Gosha

Contact Phone:

Site Name: Austin City Hall

(hereinafter "Premises")

Site Address: 500 4th Ave NE

City/State/Zip: Austin, MN 55912

Site Phone:

Email: mgosha@ci.austin.mn.us

Start Date:

Services

Accepted	Services/Monitoring
	Intrusion Monitoring Fire Monitoring Sprinkler Monitoring Environmental Monitoring Water Temperature Mechanical Carbon Monoxide Monitoring (attach Addendum) Medical Monitoring Remote Access Control Interactive Remote Video Interactive Area of Rescue Panic Gas Detector Elevator Monitoring UL Certificate
Communication Method Listed Below	
	GSM/Cellular

Included	Remote Access
✓	Virtual Keypad App
✓	DMP Using Network and Cell Backup for Burg or Fire
Daily	Reports
	Weekly Opening & Closing Reports
	On Demand Opening & Closing Reports
	Supervised Opening & Closing Reports
	Automatic Tests (frequency)
Total Investment and Terms	
\$27.00	Monthly Services (not including taxes and fees) Billed Quarterly Term 36 Months Paperless Billing (email):
Customer owns an electronic security system (hereinafter "Alarm System" or "System") and wants Custom Communications, Inc. (hereinafter "CCI" or "Custom Alarm") to provide alarm monitoring services. This Agreement explains Customer's duties and responsibilities to CCI and CCI's duties and responsibilities to Customer in providing alarm monitoring services.	

1. Price. MONTHLY FEE: Customer will pay to CCI, or to others as directed by CCI, a monthly fee, plus any sales taxes, fees and other charges that are imposed by any governmental body for the services CCI is providing.

PAYMENT TERMS: Monthly charges are due in advance, either in monthly, quarterly, semi-annual, or annual payments.

A late fee up to 1.5% per month may be applied to unpaid balances over 30 days. Additionally, Customer is responsible for all collection costs incurred for unpaid bills, including attorneys' fees.

Price Increases: Custom Alarm reserves the right to increase the fees for monthly monitoring and services after the first year of this agreement. Such increases may be due to factors including, but not limited to, inflation, increased operation costs, or other economic conditions that impact the cost of providing services.

If this is a home solicitation sale, the following cancellation clause applies: "BUYERS RIGHT TO CANCEL." Customer, the Buyer, may cancel this transaction at any time prior to midnight on the third business day after the date of this transaction. See attached notice of cancellation form for an explanation of this right.

CUSTOMER ACKNOWLEDGES THAT HE/SHE/IT HAS READ AND UNDERSTANDS THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS ON ALL SUBSEQUENT PAGES OF THIS DOCUMENT AND ANY ATTACHMENTS HERETO. ENTIRE AGREEMENT MUST BE RETURNED FOR ORDER TO BE PROCESSED.

EOE/DISABILITY/VETERANS

Custom Communications, Inc. dba Custom Alarm

Doug Scherr

CCI Representative (Security Consultant)

Customer

Authorized Officer/Title

Authorized Officer Signature

Date

Signature

Date

2. Term. After the expiration of the original term, the Agreement will automatically renew every one (1) year unless terminated in writing by either party at least thirty (30) days before the end of the original term or any anniversary date thereof. If Customer wishes to cancel monitoring during the initial term of this Agreement, Customer agrees to pay CCI the remaining balance due for months remaining.

3. CCI's Monitoring Services. CCI agrees to provide the following monitoring services for Customer: a. When CCI receives an emergency signal from the Alarm System, CCI will make reasonable efforts to contact the authorities and one or more people listed on the alarm monitoring information form (hereinafter "Notification List"), as supplied by the Customer; b. If, at its sole discretion, CCI has reason to believe that no emergency actually exists, then CCI may choose not to contact the authorities or anyone on the Notification List.

4. Customer's Responsibilities to Ensure Monitoring. Effective monitoring requires Customer's cooperation. Customer agrees to supply, at Customer's expense, all electrical, telephone, Internet connections, jacks, outlets and receptacles required at the Premises for CCI to monitor the Alarm System. Customer agrees: a. To read all operation/user manuals for the Alarm System, and to operate and maintain the Alarm System according to CCI's and the manufacturer's instructions; b. To test the Alarm System as recommended by the manufacturer, or at a minimum monthly, and to notify CCI immediately if Customer finds anything wrong; c. To not tamper with, disturb, injure, remove, or interfere with the Alarm System or allow anyone else to do so; d. To keep the Alarm System and its components in the same location as installed; e. To avoid doing anything that might damage the Alarm System or that might cause false alarms; f. To keep the Notification List updated by notifying CCI in writing of any changes; and/or g. To be responsible for providing CCI with Notification List, which includes the names and contact information for people to be notified if CCI receives signal that Alarm System has been activated; h. To be responsible for ensuring the Notification List is accurate and up-to-date; i. To maintain the confidentiality of alarm access code, login, and password; j. To be responsible for all uses of Customer access code, login, password, and PINS and any and all related changes, whether or not authorized by you. To pay any fines that result from false alarms.

5. Limitations of Alarm System and Monitoring. Customer understands that an alarm system does not guarantee the safety of any person or property. The Alarm Systems may be bypassed; and may not always operate properly for numerous reasons, including equipment malfunction or failure, phone lines being cut, inoperative, or damaged and unable to transmit an alarm signal. In addition, CCI cannot control the response of fire departments, police departments, or emergency medical services. Customer acknowledges that CCI does not represent or warrant: that the Alarm System may not be compromised or circumvented; that the System will prevent any loss by burglary, theft, robbery, fire, or otherwise; or that the System will in all cases provide the protection for which it is installed or intended. Customer understands that due to the nature of the method used for communicating alarm signals to CCI, there may be times when the communication method is not able to transmit signals and CCI will not receive alarm signals. Digital communications use standard telephone lines and CCI does not receive signals when the telephone system becomes nonoperational or the telephone line is cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit an alarm signal due to lack of signal strength or availability of a communication channel. Any other type of communication method monitored under this Agreement may also experience an inability to communicate alarms signals. Customer understands that CCI offers several levels of communication methods of alarm signals to CCI and that the Services/Monitoring, Communication and Remote Access as described on the front page of this Agreement have been chosen by the Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication is required.

6. Remote Heath Monitoring. Applicable if Customer has selected this service. Email and/or text notifications will be used to communicate to Custom Alarm and/or Customer of any potential interruptions for service or issues with system. Customer responsible for maintaining power and Internet to system.

7. If Custom Alarm is not Original Installer. If the System was installed by a security company other than Custom Alarm, Custom Alarm is not responsible for the quality of its installation or operation. If any portion of the existing system is found non-functional or non-operational, Customer will be billed additional for repairs, replacement parts and labor.

8. CCI's Limit of Liability. CCI SHALL NOT BE LIABLE FOR ANY DELAY OR INTERRUPTION OF SERVICE, OR NON-OPERATION OF THE ALARM SYSTEM DUE TO CIRCUMSTANCES BEYOND CCI'S REASONABLE CONTROL. CUSTOMER AGREES THAT CCI IS NOT RESPONSIBLE FOR PERSONAL INJURY OR OTHER LOSSES THAT ARE ALLEGED TO BE CAUSED BY IMPROPER OPERATION OR NON-OPERATION OF THE ALARM SYSTEM, AND/OR ITS INSTALLATION, AND/OR ITS SERVICE, INCLUDING CASES WHERE THE ALARM SYSTEM AND/OR SERVICE NEVER FUNCTIONS WHETHER DUE TO DEFECTS IN THE ALARM SYSTEM, AND/OR ITS INSTALLATION, AND/OR ITS SERVICE, OR FROM CCI'S ACTS OR OMISSIONS IN RECEIVING AND RESPONDING TO ALARM SIGNALS. CUSTOMER FURTHER AGREES THAT CCI IS NOT AN INSURER AND THAT INSURANCE, COVERING PERSONAL INJURY AND OTHER LOSSES, SHALL BE OBTAINED BY CUSTOMER. It is agreed that it would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of services, due to the uncertain value of Customer's property or the property of others kept on the Premises. THEREFORE, IF ANY LIABILITY IS IMPOSED ON CCI, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, IT WILL BE LIMITED TO SIX (6) TIMES THE MONITORING CHARGE PROVIDED ON FRONT PAGE OR TWO HUNDRED FIFTY DOLLARS (\$250.00), whichever is greater. Customer understands that CCI offers several levels of protection services and that the conditions monitored have been chosen by Customer after considering the levels of protection afforded and the costs thereof.

9. CCI is Not Responsible for any Damages that arise out of Customer's choices regarding what hazards are monitored by CCI. If Customer wants to increase the amount of CCI's maximum liability stated above, Customer may do so by paying an additional regular service charge, determined by CCI, which is consistent with CCI's increased liability. This shall not be construed to establish CCI as an insurer. IN NO EVENT WILL CCI BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES DUE TO A FAILURE ON THE PART OF CCI OR A FAILURE OF THE ALARM SYSTEM IN ANY RESPECT. Customer and CCI agree that this Agreement limits CCI's liability to Customer unless CCI's actions are deemed to be willful and wanton. Notwithstanding any contrary definitions found in any case law, Customer and CCI expressly agree that willful and wanton means conscious and intentional disregard of and indifference to the rights and safety of others.

10. Disclaimer of All Warranties. CCI makes no express or implied warranties. CCI makes no warranty that the Alarm System or services supplied will not be compromised or that the Alarm System or service will provide the protection for which it is intended. Customer further acknowledges that any affirmation of fact or promise made by CCI shall not be deemed to create an express warranty unless included in the Agreement in writing; that Customer is not relying on CCI's skill or judgment in selecting monitoring services for any particular purpose; and that CCI has offered additional and more sophisticated equipment and/or monitoring for an additional charge, which Customer has declined.

11. Indemnify and Hold Harmless. The parties agree that Customer retains the sole responsibility for the life and safety of all persons in the protected Premises, and for protecting against personal injury and losses to Customer's own property and the property of others in the Premises. Customer and CCI agree that there are no third party beneficiaries to this Agreement. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS CCI, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THE AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM AND/OR SERVICE, WHETHER DUE TO MALFUNCTIONING OR NON-FUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NON-PERFORMANCE BY CCI OF THE INSTALLATION, REPAIR, MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE. The provisions of this section shall apply to any other company or entity which, in addition to CCI, promotes, markets or endorses the installation, monitoring or repair services provided hereunder.

12. No Subrogation. Customer does hereby for himself/herself/itself and other parties claiming under him/her/it, release and discharge CCI from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against CCI. Customer agrees that this paragraph is not an exculpatory provision, but a risk shifting provision. It will apply to preclude any subrogation action without regard to CCI's negligence or whether CCI's conduct is considered to be willful and wanton as defined above. This paragraph shall be void if Customer's insurance policy specifically prohibits this type of waiver.

13. Alarm System Maintenance, Repairs, and Damage. CCI is authorized to perform services that are necessary to maintain the Alarm System and bill Customer for those services. CCI shall not be responsible for any damage to the Alarm System or Customer's property caused during the servicing, installation, maintenance, repair, or removal of the equipment. CCI is not obligated to maintain, repair, service, replace, operate or assure the operation of the Alarm System or any device of Customer or others to which CCI system is attached. If any part of the Alarm System is damaged by storm, lightning, fire, riot, act of God, water, or any other cause, Customer will pay to repair or replace the Alarm System. Any removal or disturbance of the Alarm System resulting from painting, alteration, or remodeling will be paid for by Customer.

14. Service. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Customer's expense. No apparatus or device shall be attached to or connected with the Alarm System as originally installed without Custom Alarm's written consent.

15. Suspension or Cancellation of this Agreement. CCI may temporarily or permanently stop monitoring this Alarm System, and cancel this Agreement upon written notice to Customer: a. If, in CCI's opinion, it receives too many false alarms from the Alarm System; b. If the telephone system between the Alarm System and CCI's Monitoring Response Center is not working properly; c. If CCI is legally prevented from monitoring the Alarm System; d. If Customer does not make the Monitoring Services payment when due; e. If strikes, fire, floods, or other events beyond CCI's control affect the operation of the telephone system, the Alarm System, or CCI's equipment or facilities; f. If, in CCI's opinion, Customer's use of the Alarm System adversely affects CCI's use of the monitoring equipment used/owned/operated by CCI; g. If any other circumstance, in CCI's sole discretion, prevents or inhibits CCI's service.

16. Laws and Permit Requirements. CCI does not have the duty to disclose or inform Customer of any applicable laws, regulations, and/or codes regarding the use or adequacy of an alarm system. CCI also does not have a duty to obtain any permits that may be required.

17. Default or Termination of Agreement. If Customer defaults on the terms of this Agreement or terminates the Agreement before the term ends, the balance of monies due for the unexpired term will be immediately due and payable at CCI's option. In addition, Customer will pay CCI all sums that CCI may be entitled to under the law, including reasonable attorneys' fees for enforcing CCI rights under this Agreement.

18. Unfavorable Conditions. If the Alarm System or any of its components is affected by unfavorable conditions in the Premises (e.g., air turbulence), Customer agrees to turn off, disable, or remove all things, animate or inanimate, causing the disturbance. This includes, but is not limited to, all forced air heaters, air conditioners, animated display signs, animals, covering of chemical vats, and any other source of air turbulence, movement, or other unfavorable conditions that may interfere with the effectiveness of the Alarm System.

19. Assignment. Customer acknowledges that this agreement, and particularly those paragraphs relating to Custom Alarm's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and monitoring center of Custom Alarm.

20. False Alarms. CCI may charge a fee of up to Fifty Dollars (\$50.00) for any false alarm or any unnecessary service visit created by either Customer or Customer's agents. In addition, if CCI or Customer is assessed any fine or penalty by any government body as a result of a false alarm, Customer shall be responsible for the full amount of that charge.

21. Notices. All notices given under this Agreement must be in writing and will be considered to have been given on the date of delivery, if delivered personally to the party to whom notice is to be given, or on the second day after mailing if sent by first class mail, postage prepaid, to Customer address set forth in the Customer Information section of this Agreement, or, in the case CCI, to CCI principle office at 1661 Greenview Drive SW, Rochester, MN 55902.

22. Complete Agreement; Modification. This written Agreement (including the provisions on both the front and back and any attachments thereto) is the entire and complete Agreement between CCI and Customer and replaces any prior oral or written agreements related to the subject matter of this Agreement. No verbal understandings or agreements will change the terms and conditions of this Agreement. Customer understands that any changes in this Agreement must be approved by CCI and its insurer, and any changes must be in writing and signed by CCI and Customer.

23. Litigation. In the event CCI institutes legal action to recover any amounts owed by Customer to CCI hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1.5% per month from when the date payment is due; and the interest shall be payable in addition to any statutory interest on judgments allowed under Minnesota law, as calculated in Minn. Stat. § 549.09. Should CCI prevail in any litigation between the parties arising directly or indirectly or otherwise related to this Agreement, or any provision hereof, Customer shall pay CCI's attorneys' fees and costs. Any lawsuit arising directly or indirectly or otherwise related to this Agreement, or any provision hereof, shall be litigated only in the courts of the State of Minnesota, County of Olmsted. The parties waive trial by jury in any action between them. Any action by Customer against CCI must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against CCI must be commenced based on the provisions of this Agreement. Any other action that Customer may have or bring against CCI in respect to services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.

24. Internet Phone Service. Customer understands that if Customer switches to Internet phone (VoIP) service, Customer's Alarm System may not work. In the event of a power or phone service failure, Customer's alarm will not transmit a signal. Customer understands that signal transmission can be sporadic and the alarm may transmit a signal one time but not another. Customer agrees to notify CCI if Customer changes Customer's phone service.

25. Remote Service Access. If remote access and/or video monitoring is included in the services to be monitored by CCI, then the equipment will transmit data via Customer's high speed Internet, cellular, or radio communication service to Customer's Internet connection device which is compatible with CCI's remote services. CCI will grant access to server permitting Customer to monitor and view the remote video camera(s). CCI shall have no responsibility for failure of data transmission, corruption or unauthorized access.

26. Severability. If any provision of this Agreement is deemed void or unenforceable the remaining parts of the Agreement will remain in full force and effect.

27. Not Binding Until Accepted. This is not a binding agreement until CCI accepts it. If CCI does not accept it, CCI will refund any amount Customer has paid under this Agreement.

THIS CONTRACT IS VALID EVEN IF UNSIGNED BY CUSTOM COMMUNICATIONS, INC./CUSTOM ALARM REPRESENTATIVE.

RESOLUTION NO.

**RESOLUTION AUTHORIZING A CONTRACT WITH
CUSTOM ALARM FOR CITY HALL**

WHEREAS, City Hall is a public facility that houses employees, elected officials, public records, financial records, election materials, technology systems, and other essential government functions; and

WHEREAS, a monitored alarm system would provide several direct benefits; and

WHEREAS, the City has received a quote in the amount of \$3,947.66 from Custom Alarm for the installation of an alarm panel, two motion detectors, three cameras for the lower level of City Hall, and four panic buttons.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Austin approves of the contract with Custom Alarm and authorizes the Mayor and City Administrator to sign the contract with funding coming from 2026 contingency funds.

Passed by a vote of Yeas and Nays this 20th day of July, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

Austin POLICE DEPARTMENT



LAW ENFORCEMENT CENTER 201 1st STREET NE AUSTIN, MINNESOTA 55912 (507) 355 0150 FAX (507) 355 5960

07/08/2026

Mayor and Council,

The Austin Police Department provides School Resource Officers (also referred to as Police Liaison Officers) to the Austin Public School District. These Officers are dedicated to the Schools and not our Patrol division for the normal school calendar year. One officer remains dedicated to the School District into the summer as well. This partnership has been ongoing for over 25 years. I believe it serves both parties to the contract well. Importantly it also greatly enhances the safety of our youth and the ability to serve their needs when law enforcement is required. I recommend the adoption of the contract for the upcoming school year.

Sincerely,

Chief Michael Hartman 1D103

LETTER OF AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of the **1st day July 2026** by, between and among Independent School District No. 492 (the "District") and the City of Austin.

WHEREAS, the District desires to utilize the services of two (2) police liaison officers pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, it is agreed by, between and among the parties as follows:

1. Subject to the terms and conditions set forth in this Agreement, the District hereby agrees to utilize the services of two (2) police liaison officers for the purpose of student retention from **August 19, 2026 through May 26, 2027**. The police liaison officers shall service primarily Austin High School and Ellis Middle School and shall be shared with other District sites as needed. The City of Austin shall execute and deliver proper notice to the District that this Agreement constitutes a valid and binding obligation of the City of Austin for the time period stated.
2. In consideration of the full and complete performance of the agreed services in paragraph 1 hereof, District agrees to compensate the City of Austin amounts equal to the following: Eighty percent (80%) of the Ellis and Ninety percent (90%) Austin High School officer's salary and associated benefits. It is understood that all Federal, State and local taxes are included in the cost of said services.

The City of Austin shall invoice the District for the services performed bi- annually, and the District shall pay such invoice within thirty (30) days following receipt. The City of Austin invoices shall show for the City of Austin employee by name and title, and the time period included for the billing.

If circumstance the City of Austin is not able to provide the agreed services in full, the Chief of Police and Director of Human Resources will meet to discuss an adjustment to the terms of this contract.

3. The City of Austin agrees to provide police liaison services as described in Exhibit "A", which is attached hereto and made a part of this Agreement.
4. The District reserves the right to extend the contract term basis, subject to the City of Austin's concurrence.
5. Either District or City of Austin may terminate the Term of Services under this Agreement at any time and for any reason by providing the other party with thirty (30) days written notice.

Further, either District or City of Austin may terminate the Term of Services under this Agreement by providing the other party with five (5) days written notice in the event the other party commits a material breach of this Agreement or otherwise fails to comply with its material obligations under this Agreement.

6. The District and the City of Austin acknowledge and agree that the City of Austin's police liaison officers are not employees of the District, and that the City of Austin or its agents will have no authority to bind the District or otherwise incur liability on behalf of the District without express delegation of authority by the District. The District shall have no obligation to provide any employee benefits or privileges of any kind or nature to the City of Austin police liaison officers, including, without limitation, insurance benefits, pension benefits, or the like.
7. The police liaison officers are not entitled to access private or confidential data maintained by the School District, including, but not limited to, private personnel data and private student data, unless state or federal law allows such access. In the event that the officers learn private student data or private personnel data in connection with their assignment to the schools, such information cannot be shared with individuals other than School District employees who have a legitimate need to know such information, unless otherwise authorized by the law.
 - a. The District recognizes that the police liaison officers will be performing services that would otherwise be the responsibility of the District's employees, as delineated in Exhibit A to the Agreement. In the course and scope of these duties, the liaison officers may encounter and/or be required to review educational records, which would be available to District employees performing these same functions. In this limited capacity, the police liaison officers shall be treated as "school officials" who have a "legitimate educational interest" in reviewing these records, as the quoted terms are defined by the Family Educational Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act (MGDPA), and the regulations thereto.
 - b. The District and the City of Austin acknowledge that educational records reviewed by the police liaison officers in their capacity as school officials shall not be shared with the City of Austin or its Police Department, unless such disclosure meets one of the exceptions to consent specified in Section 99.31 of FERPA and Section 12.31 of the MGDPA.
 - c. From time to time, other school employees may disclose educational records to the police liaison officers in their capacity as "school officials." Such disclosures shall comply with FERPA and with the MGDPA. Such disclosure shall not alter the fact that these records are education records and that FERPA and the MGDPA prohibit the police liaison officers from re-disclosing these records or from using them for any purpose other than the purpose for which the disclosure was made, unless there is prior written consent for such re-disclosure.

- d. The City of Austin hereby acknowledges the restrictions placed on the police liaison officers' access to and use of student records, as outlined in this section and as required by state and federal law. The District shall direct and supervise the police liaison officers' use and maintenance of education records.
8. The School District's authorized representatives in matters relating to this Agreement are Dr. Joey Page and Todd Lechtenberg unless the City of Austin is notified in writing of an additional or substitute representative. Said Representative shall have final authority for acceptance of the City of Austin's services as satisfactory and shall certify acceptance on each invoice submitted by the City of Austin. The City of Austin shall not rely on the directives or interpretations of any other individual as representing the School District under this Agreement.
9. The City of Austin acknowledges and agrees that it and its employees and agents that are assigned to perform services under this Agreement shall comply with the policies set forth in Exhibit A hereto and with any amendments to those policies that are made during the term of this Agreement.
10. The City of Austin and agrees that the police liaison officers have been trained regarding the proper use of force on school grounds, including but not limited to:
 - a. the prohibitions on choke holds and other restraints established in section [609.06](#), subdivision 3;
 - b. the prohibition on using force or the authority of the peace officer's office solely to enforce school rules or policies or participating in the enforcement of discipline for violations of school rules;
 - c. the use of de-escalation techniques and other alternatives to higher levels of force that are appropriate with juveniles and students in a school setting;
 - d. response tactics and strategies that minimize the use and duration of prone restraint, as defined in section [121A.58](#), and other physical holds of students;
 - e. the duty to render reasonably prompt care, consistent with the officer's training, to a person who an officer physically holds or restrains;
 - f. alternative procedures that can be used to de-escalate conflicts in schools and students and others in crisis;
11. The City of Austin hereby represents and warrants that it:
 - a. Is not subject to any restrictions whatsoever which would prevent it from entering into or carrying out the provisions of this Agreement;

- b. Possesses all licenses, permits, approvals and other certificates necessary and required for performing the services pursuant to this Agreement;
 - c. That the two police liaison officers possess the proper skill, training including but not limited to the training required by Minn. Stat. §626.8482 Subd. 3 and 4, experience and background so as to be able to perform this Agreement in a competent and professional manner; and
 - d. Has full authority to enter into this Agreement and consummate the transaction contemplated hereby.
12. Both parties shall, at its own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the facilities of the District in conjunction with any use of the District facilities named in paragraph hereto in amounts reasonably satisfactory to the District and the City of Austin.
13. This Agreement contains the entire agreement between the City of Austin and the School District with respect to the services. All prior agreements and understandings are superseded hereby.
14. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties hereto. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.

15. Any notices or demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after deposit in a regularly maintained receptacle of the United States Postal Service, postage prepaid, return receipt requested and addressed as follows or as the parties may from time to time designate in writing:

TO School District:

U.S. Mail

Independent School Dist. 492
Attn: Dr. Joey Page

Non-Mail

401 3rd Ave. NW
Austin, MN 55912

TO City of Austin:

Attn. Clerk's
Office
City of Austin
500 4th Ave NE
Austin, MN 55912

Attn. Clerk's Office
City of Austin
500 4th Ave NE
Austin, MN 55912

16. If any provision of this Agreement is prohibited by law or held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such prohibited illegal or invalid provision had never constituted a part hereof, with this Agreement being enforced to the fullest extent possible.
17. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against either party.

Executed as of the day and date first written above.

CITY OF AUSTIN

INDEPENDENT SCHOOL DISTRICT 492
AUSTIN PUBLIC SCHOOLS

BY: _____

BY: _____

TITLE: Stephen M. King, Mayor

TITLE: Todd Lechtenberg
Executive Director of Finance & Operations

BY: _____

TITLE: David J. Unmacht, Interim City Administrator

Executed as of the day and date first written above.

Exhibit A Scope of Services

Provide a technically and professional qualified individuals deemed acceptable to the School District to assist the School District in its retention of students. Scope of work includes, but is not limited to the following:

- 1) Fostering a positive school climate through relationship building and open communication;
- 2) Protecting students, staff, and visitors to the school grounds from criminal activity;
- 3) Serving as a liaison from law enforcement to school officials;
- 4) Providing advice on safety drills;
- 5) Identifying vulnerabilities in school facilities and safety protocols;
- 6) Educating and advising students and staff on law enforcement topics; and
- 7) Enforcement of criminal laws.
- 8) Assist in weekly multi-disciplinary team meetings with District staff.
- 9) Ensure the confidentiality of all student information.
- 10) Assist in the development of appropriate individual student plans.
- 11) Assist in team building and healthy team functioning in all programs.
- 12) Provide consultation to district staff on student discipline issues.
- 13) Ensure that all services are with the scope and duties as appointed by the Court

The City of Austin will adhere to policies adopted by the Austin Public School board and accessible at Austin.k12.mn.us. See Policy 406 and policy 413 attached as a component of Exhibit A.

RESOLUTION NO.

**RESOLUTION AUTHORIZING EXECUTION OF A LETTER OF AGREEMENT
WITH INDEPENDENT SCHOOL DISTRICT #492**

BE IT RESOLVED THAT the City of Austin, Minnesota is authorized to enter into a letter of agreement with Independent School District No. 492 for police liaison officers from August 19, 2026 through May 26, 2027. A copy of said agreement is attached hereto.

Passed by a vote of yeas and nays this 20th day of July, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor



City of Austin, Minnesota Data Practices Guidelines and Procedures

*Adopted on March 17, 2015
Updated on July 20, 2026*

1. INTRODUCTION

These procedures are adopted to comply with the requirements of the Minnesota Data Practices Act (the Act), specifically Minn. Stat. Sec. 13.03, Subd. 2 and 13.05, Subd. 5 and 8.

2. RESPONSIBLE AUTHORITY AND DATA PRACTICES COMPLIANCE OFFICIAL

The person who is the responsible authority and data practices compliance official under the Act is David J. Unmacht, Interim City Administrator, 500 4th Avenue NE, Austin, Minnesota 55912. The data practices compliance official is the city employee to whom persons may direct questions or concerns regarding problems in obtaining access to information. The responsible authority has designated certain other city employees to assist in complying with the Act. These designees are listed on attached Exhibit 1.

3. CLASSIFICATIONS OF DATA ON INDIVIDUALS

Data on individuals is "all government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual." "Individual" is defined as a living human being. There are three types of data on individuals: public, private, and confidential. The Act includes two additional classifications, "data not on individuals" and "data on decedents", but because data in these additional classifications are less frequently requested they are not explained in this document.

- A. Public Data. Public data is data on individuals that is not classified by state statute, federal law or temporary classification as either private or confidential. It is accessible to anyone for any reason.
- B. Private Data. Private data is any data on individuals that is not accessible to the public, but is accessible to the subject of the data. Private data includes data that is expressly classified as private by state statute, federal law, or temporary classification.
- C. Confidential Data. Confidential data is data on individuals that is not accessible to the subject of the data or to the public. It includes data that is expressly classified as confidential by state statute, federal law or temporary classification.

4. ACCESS TO PUBLIC DATA

All information maintained by the City is public unless there is a specific statutory designation which gives it a different classification.

- A. People Entitled to Access. Any person has the right to inspect and copy public data. The person also has the right to have an explanation of the meaning of the data. The

person does not need to state his or her name or give the reason for the request.

B. Form of Request and Response.

- Request. The request for public data may be verbal or in writing. The Responsible Authority or designee may require a verbal request to be made in writing whenever a written request will assist the Responsible Authority or designee in performing his or her duties.
- Response.
 - The city is not required to provide information verbally over the telephone.
 - The city may provide information by fax or e-mail, at its own discretion.
 - The city is not required to provide information in any specific format, except that if the data is maintained in electronic format and is requested to be electronic format, then it must be provided in that medium. This does not mean that the city will provide the data in an electronic format or program that is different from what the city has.

C. Questions of Requesting Parties. People requesting public data must not be asked to identify themselves or state a reason for the request. They may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

D. Time Limits.

- Requests. Requests will be received and processed only during normal business hours.
- Response. If copies cannot be made at the time of the request, copies must be supplied as soon as reasonably possible.

E. Fees. Fees may be charges only if the requesting person asks for a copy or electronic transmittal of the data. Fees will be charged according to the City's fee schedule as amended from time to time by the City Council, unless significant time is required. In that case, the fee will include the actual cost of searching for retrieving, and copying or electronically transmitting the data. The fee may not include time necessary to separate public from non-public data.

F. The responsible authority may also charge an additional fee if the copies have commercial value and are a substantial and discrete portion of a formula,

compilation, program, process, or system developed with significant expenditure of public funds. This additional fee must relate to the actual development costs of the information.

5. ACCESS TO DATA ON INDIVIDUALS

Information about individual people is classified by law as public, private, or confidential. A list of the private and confidential information maintained by the City is on file in the City Clerk's office. The forms used to collect private and confidential information are on file in the City Clerk's office.

A. People Entitled to Access.

- *Public information about an individual may be shown or given to anyone.*
- *Private information about an individual may be shown or given to:*
 - The subject, but only once every six months, unless a dispute has arisen or additional data has been collected.
 - A person who has been given access by the express written consent of the data subject.
 - People who are authorized access by federal, state, or local law or court order.
 - People about whom the individual was advised at the time the data was collected. The identity of those people must be part of the *Tennessee* warning.
 - People within the city staff, the city council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.
- *Confidential information may not be given to the subject of the data, but may be shown or given to:*
 - People who are authorized access by federal, state, or local law or court order.
 - People within the city staff, the city council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

B. Form of Request and Response.

- Request. Any individual may request verbally or in writing if the city has stored data about that individual and whether the data is classified as public, private, or confidential.

All requests to see or copy private or confidential information must be in writing. An *Information Disclosure Request*, attached as Exhibit 2, must be completed to document who requests and who receives this information. The responsible authority or designee must complete the relevant portions of the form. The responsible authority or designee may waive the use of this form if there is other documentation of the requesting party's identity, the information requested, and the city's response.

- Response.
 - The city is not required to provide information verbally over the telephone.
 - The city may provide information by fax or e-mail, at its own discretion.
 - The city is not required to provide information in any specific format, except that if the data is maintained in electronic format and is requested to be electronic format, then it must be provided in that medium. This does not mean that the city will provide the data in an electronic format or program that is different from what the city has.
 - Requests for names and addresses of residents must be made in person or in writing.

C. Identification of Requesting Party. The responsible authority or designee must verify the identity of the requesting party as a person entitled to access. This can be through personal knowledge, presentation of written identification, comparison of the data subject's signature on a consent form with the person's signature in city records, or other reasonable means.

D. Time Limits.

- Requests. Requests will be received and processed only during normal business hours.
- Response. The response must be immediate, if possible, or within 10 days (excluding Saturdays, Sundays and legal holidays) if an immediate response is not possible.

E. Fees. Fees may be charged in the same manner as for public information.

- F. Summary Data. Summary data is statistical records and reports derived from data on individuals but which does not identify an individual by name or any other characteristic that could uniquely identify an individual. Summary data derived from private or confidential data is public. The responsible authority or designee will prepare summary data upon request, if the request is in writing and the requesting party pays for the cost of preparation. The responsible authority or designee must notify the requesting party about the estimated costs and collect those costs before preparing or supplying the summary data. This should be done within 10 days after receiving the request. If the summary data cannot be prepared within 10 days, the responsible authority must notify the requester of the anticipated time schedule and the reasons for the delay.

Summary data may be prepared by "blacking out" personal identifiers, cutting out portions of the records that contain personal identifiers, programming computers to delete personal identifiers, or other reasonable means.

The responsible authority may ask an outside agency or person to prepare the summary data if (1) the specific purpose is given in writing, (2) the agency or person agrees not to disclose the private or confidential data, and (3) the responsible authority determines that access by this outside agency or person will not compromise the privacy of the private or confidential data.

- G. Juvenile Records. The following applies to *private* (not confidential) data about people under the age of 18.
- Parental Access. In addition to the people listed above who may have access to private data, a parent may have access to private information about a juvenile data subject. "Parent" means the parent or guardian of a juvenile data subject, or individual acting as a parent or guardian in the absence of a parent or guardian. The parent is presumed to have this right unless the responsible authority or designee has been given evidence that there is a state law, court order, or other legally binding document which prohibits this right.
 - Notice to Juvenile. Before requesting private data from juveniles, city personnel must notify the juveniles that they may request that the information not be given to their parent(s). This notice should be in the form attached as Exhibit 6.
 - Denial of Parental Access. The responsible authority or designee may deny parental access to private data when the juvenile requests this denial and the responsible authority or designee determines that withholding the data would be in the best interest of the juvenile. The request from the juvenile must be in writing stating the reasons for the request. In determining the best interest of the juvenile, the responsible authority or designee will consider:
 - Whether the juvenile is of sufficient age and maturity to explain the reasons and understand the consequences,

- Whether denying access may protect the juvenile from physical or emotional harm,
- Whether there are reasonable grounds to support the juvenile's reasons, and
- Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize the health of the minor. The city complies with all HIPPA requirements.

The responsible authority or designee may also deny parental access to health records without a request from the juvenile under Minnesota Statutes Section 144.335.

6. DENIAL OF ACCESS

If the responsible authority or designee determines that the requested data is not accessible to the requesting party, the responsible authority or designee must inform the requesting party orally at the time of the request or in writing as soon after that as possible. The responsible authority or designee must give the specific legal authority, including statutory section, for withholding the data. The responsible authority or designee must place an oral denial in writing upon request. This must also include the specific legal authority for the denial.

7. COLLECTION OF DATA ON INDIVIDUALS

The collection and storage of information about individuals will be limited to that necessary for the administration and management of programs specifically authorized by the state legislature, city council, or federal government.

When an individual is asked to supply private or confidential information about the individual, the City employee requesting the information must give the individual a *Tennessee* warning. This warning must contain the following:

- the purpose and intended use of the requested data,
- whether the individual may refuse or is legally required to supply the requested data,
- any known consequences from supplying or refusing to supply the information, and
- the identity of other persons or entities authorized by state or federal law to receive the data.

A *Tennessee* warning is not required when an individual is requested to supply investigative data

to a law enforcement officer.

A *Tennessee* warning may be on a separate form or may be incorporated into the form which requests the private or confidential data.

8. CHALLENGE TO DATA ACCURACY

An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the city. The individual must notify the city's responsible authority in writing describing the nature of the disagreement. Within 30 days, the responsible authority or designee must respond and either (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, or (2) notify the individual that the authority believes the data to be correct.

An individual who is dissatisfied with the responsible authority's action may appeal to the Commissioner of the Minnesota Department of Administration, using the contested case procedures under Minnesota Statutes Chapter 14. The responsible authority will correct any data if so ordered by the Commissioner.

9. DATA PROTECTION

A. Accuracy and Currency of Data.

- All employees will be requested, and given appropriate forms, to provide updated personal information to the appropriate staff person, which is necessary for tax, insurance, emergency notification, and other personnel purposes. Other people who provide private or confidential information will also be encouraged to provide updated information when appropriate.
- Department heads should periodically review forms used to collect data on individuals to delete items that are not necessary and to clarify items that may be ambiguous.
- All records must be disposed of according to the city's records retention schedule.

B. Data Safeguards.

- Private and confidential information will be stored in files or databases which are not readily accessible to individuals who do not have authorized access and which will be secured during hours when the offices are closed.
- Private and confidential data must be kept only in city offices, except when necessary for city business.

- Only those employees whose job responsibilities require them to have access will be allowed access to files and records that contain private or confidential information. These employees will be instructed to:
 - not discuss, disclose, or otherwise release private or confidential data to city employees whose job responsibilities do not require access to the data;
 - not leave private or confidential data where non-authorized individuals might see it, and
 - shred private or confidential data before discarding.
- When a contract with an outside party requires access to private or confidential information, the contracting party will be required to use and disseminate the information consistent with the Act.

EXHIBIT 1

Responsible Authority and Compliance Official:

David J. Unmacht
Interim City Administrator
500 4th Avenue NE
Austin, Minnesota 55912
507-437-9941

Designees:

Brianne Wolf
City Clerk
500 4th Avenue NE
Austin, Minnesota 55912
507-437-9944

Trish Wiechmann
Director of Human Resources
500 4th Avenue NE
Austin, Minnesota 55912
507-437-9942

Craig Byram
City Attorney
500 4th Ave NE
Austin, Minnesota 55912
507-433-3483

**Data on Individuals
Maintained by the City of Austin**

This document identifies the name, title, and address of the Responsible Authority for the City of Austin and describes private or confidential data on individuals maintained by the City of Austin (see Minn. Stat. 13.05 and Minn. Rules 1205.1200).

This document is also part of the City of Austin's procedures for ensuring that not public data are only accessible to individuals whose work assignment reasonably requires access (see Minn. Stat. 13.05, subd. 5). In addition to the employees listed, the City's Responsible Authority, Data Practices Compliance Official, and Data Practices Designee(s) will also have access to all not public data on an as needed basis as part of a specific work assignment.

City of Austin's Responsible Authority is:
David J. Unmacht, Interim City Administrator
500 4th Avenue NE
Austin, Minnesota 55912

Direct all questions about this document to the City of Austin's Data Practices Compliance Official:

David J. Unmacht, Interim City Administrator
500 4th Avenue NE
Austin, Minnesota 55912
Phone: 507-437-9941
e-mail: dunmacht@ci.austin.mn.us

Adopted on March 17, 2015
Updated July 20, 2026

Data Maintained by the City of Austin

The following data are maintained by the City of Austin

Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access
Applicant Records	Completed assessments and results, related documentation, and application forms	Public Private	MSS 13.43	Certain employees on an as needed basis as part of specific work assignments
Attorney Data	Data related to attorney work product or data protected by attorney-client privilege	Private	MS 13.393	Certain employees on an as needed basis as part of specific work assignments
Benefits Enrollment Forms	Employees' medical, dental, deferred compensation, etc. election forms	Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Building Permit Applications	Data received from individuals during the process of applying for building permits	Public Non-Public	MS 13.37	Certain employees on an as needed basis as part of specific work assignments
City Council Member data	Data pertaining to City Council members	Public Private Confidential	MS 13.601	Certain employees on an as needed basis as part of specific work assignments
Claims	Claims filed by or against the city	Public Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Complaints by citizens	The identity of individuals who register complaints with government entities concerning violations of state laws or local ordinances concerning the use of real property.	Confidential; the data becomes public when submitted to a court-appointed condemnation commissioner or the data is presented in court for a condemnation proceeding	MS 13.44	Certain employees on an as needed basis as part of specific work assignments
Continuity of Operations	Personal home contact information used to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of operation of a government entity.	Private	MS 13.43, subd 17	Certain employees on an as needed basis as part of specific work assignments
Correspondence	Letters and electronic correspondence	Public Private Confidential	Various	Certain employees on an as needed basis as part of specific work assignments
Data on individuals	Data that would identify an individual reporting a violation, suspected violation, or planned violation of any federal or state law or common law or rule adopted pursuant to law to an employer or to any governmental body or law enforcement official;	Private	MS 181.932, subd 2	Certain employees on an as needed basis as part of specific work assignments

Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access
Data on individuals	Data that would identify an employee who is requested by a public body or office to participate in an investigation, hearing, inquiry	Private	MS 181.932, subd 2	Certain employees on an as needed basis as part of specific work assignments
Data on individuals with disabilities	Data that identify an individual with a disability or a family member of an individual with a disability	Private	MS 13.64, subd 2	Certain employees on an as needed basis as part of specific work assignments
Deferment Application	Information collected on individuals for the purpose of processing a deferment application	Private Non-Public	MS 13.51, subd 2 MS 13.52	Certain employees on an as needed basis as part of specific work assignments
Drug and Alcohol Testing Results	Employees' test results	Public Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Electric Utility Customer Data	Data collected individual public utility customers or prospective customers, including copies of tax forms, needed to administer federal or state programs that provide relief from public utility bills, or cold weather disconnection.	Private	MS 13.679	Certain employees on an as needed basis as part of specific work assignments
Employee expense reports	Expense reimbursement requests	Public Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Employment Eligibility Verification/I-9 Form	I-9 Forms submitted by employees	Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Examination File	Completed exams administered to applicants & promotional exams administered to employees	Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Family Medical Leave Documents	Data on employees regarding FMLA	Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Garnishments	Data collected on employees relating to child support and/or spousal maintenance	Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Government services transactions data	Credit card, charge card, debit card and other electronic transactions	Private	MS 16A.626	Certain employees on an as needed basis as part of specific work assignments
Grievance Files	Formal written employee grievance and/or complaint filed under a labor agreement or personnel rules, and received by the City.	Public Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Internal audit data	Data created, collected, and maintained for the purpose of performing audits and/or relating to an audit or investigation; working papers gathered or generated until the final report is published or audit becomes inactive.	Public Private Confidential	MS 13.392 MS 13.43 MS 13.37	Director of Administrative Services City Administrator
Labor Relations information	Management positions that have not been presented during the collective bargaining	Private Confidential	MS 13.37, subd 1(a)	Certain employees on an as needed basis as part of specific work assignments

Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access
	process or interest arbitration, including information collected or created to prepare the management position			
Medical Data	Medical data of employees disclosed for the purpose of administering claims	Private	MS 13.384 subd, 3	Certain employees on an as needed basis as part of specific work assignments
Personal contact and online account information	Telephone number, email address and usernames and passwords collected, maintained, or received by a government entity for notification purposes or as part of a subscription list for an entity's electronic periodic publications as requested by the individual.	Private	MS 13.356	Certain employees on an as needed basis as part of specific work assignments
Personnel Data	Data about employees, applicants, volunteers and independent contractors; labor relations information	Public Private Confidential	MS 13.43 179A.03, subd 4	Certain employees on an as needed basis as part of specific work assignments
Real property appraisal data (a)	Estimated or appraised values of individual parcels of real property that are made by personnel of the state or a political subdivision or by independent appraisers for the purpose of selling or acquiring land through purchase or condemnation	Confidential Public	MS 13.44, subd 3(a), 3(c)	Certain employees on an as needed basis as part of specific work assignments
Real property appraisal data (b)	Appraised values of individual parcels of real property that are made by appraisers working for fee owners or contract purchasers who have received an offer to purchase their property from the state or a political subdivision	Private Public	MS 13.44, subd 3(b), 3(c)	Certain employees on an as needed basis as part of specific work assignments
Rehabilitation Data	Data collected that pertain to individuals applying for or receiving rehabilitation services	Private	MS 13.791	Certain employees on an as needed basis as part of specific work assignments
Reprimands/Disciplinary Action	Data collected on employees regarding reprimands and/or disciplinary action	Public Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Response to Data Requests	Data collected by Data Practices Compliance Official in responding to requests for data	Public Private	Various	Responsible Authority Data Practices Compliance Official/Designee(s)
Responses to requests for proposal	Responses submitted are private until the responses are opened. All other data on individuals are private until completion of the evaluation process. If all responses are rejected prior to completion of the evaluation process, all data, other than that	Private Public	MS 13.599	Certain employees on an as needed basis as part of specific work assignments

Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access
	made public at the opening, are private until resolicitation or abandonment of the project.			
Responses to Requests for Proposals (RFPs) and requests for bids	Responses to Requests for Proposals (RFPs) and requests for bids	Public Private	MS 13.591	Certain employees on an as needed basis as part of specific work assignments
Responses to Requests for Proposals (RFPs) and requests for bids	Trade secret data in response to Requests for Proposals (RFPs) and requests for bids	Private	MS 13.37	Certain employees on an as needed basis as part of specific work assignments
Social Security Numbers	Social Security numbers assigned to individuals	Private	MS 13.355	Certain employees on an as needed basis as part of specific work assignments
Travel expense/per diem reports for council, commission, and board members	Travel expense reimbursement requests	Public Private	MS 13.601 MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Unemployment compensation billings	Records of billings from DEED for employee unemployment compensation	Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments
Workers compensation billings and information	Records of billings for employees who receive workers compensation benefits	Private	MS 13.43	Certain employees on an as needed basis as part of specific work assignments

Policy for Ensuring the Security of Not Public Data

Legal requirement

The adoption of this policy by the City of Austin, Minnesota satisfies the requirement in Minnesota Statutes, section 13.05, subd. 5, to establish procedures ensuring appropriate access to not public data. By incorporating employee access to not public data in the City of Austin's Data Inventory (required by Minnesota Statutes, section 13.025, subd. 1), in the individual employee's position description, or both, the City's policy limits access to not public data to employees whose work assignment reasonably requires access.

Please direct all questions regarding this policy to the City of Austin's Data Practices Compliance Official (DPCO):

David J. Unmacht
Interim City
Administrator
Phone: 507-437-9940
500 4th Avenue NE
Austin, Minnesota 55912

Procedures implementing this policy

Data inventory

Under the requirement in Minnesota Statutes, section 13.025, subd. 1, the City has prepared a Data Inventory which identifies and describes all not public data on individuals maintained by the City. To comply with the requirement in section 13.05, subd. 5, the City has also modified its Data Inventory to represent the employees who have access to not public data.

In the event of a temporary duty as assigned by a manager or supervisor, an employee may access certain not public data, for as long as the work is assigned to the employee.

In addition to the employees listed in the City's Data Inventory, the Responsible Authority, the Data Practices Compliance Official (DPCO), Designees and the City Attorney's Office may have access to *all* not public data maintained by the City if necessary for specified duties. Any access to not public data will be strictly limited to the data necessary to complete the work assignment.

Employee position descriptions

Position descriptions may contain provisions identifying any not public data accessible to the employee when a work assignment reasonably requires access.

Data sharing with authorized entities or individuals

State or federal law may authorize the sharing of not public data in specific circumstances. Not public data may be shared with another entity if a federal or state law allows or mandates it.

Individuals will have notice of any sharing in applicable Tennessen warnings (*see* Minnesota Statutes, section 13.04) or the City will obtain the individual's informed consent. Any sharing of not public data will be strictly limited to the data necessary or required to comply with the applicable law.

Ensuring that not public data are not accessed without a work assignment

Within the City, divisions may assign tasks by employee or by job classification. If a division maintains not public data that all employees within its division do not have a work assignment allowing access to the data, the division will ensure that the not public data are secure. This policy also applies to divisions that share workspaces with other divisions within the City where not public data are maintained.

Recommended actions for ensuring appropriate access include:

- Assigning appropriate security roles, limiting access to appropriate shared network drives, and implementing password protections for not public electronic data
- Password protecting employee computers and locking computers before leaving workstations
- Securing not public data within locked work spaces and in locked file cabinets
- Shredding not public documents before disposing of them

Penalties for unlawfully accessing not public data

The City will utilize the penalties for unlawful access to not public data as provided for in Minnesota Statutes, section 13.09, if necessary. Penalties include suspension, dismissal, or referring the matter to the appropriate prosecutorial authority who may pursue a criminal misdemeanor charge.



City of Austin, Minnesota Data Practices Policy for Data Subjects

*Adopted on March 17, 2015
Updated on July 20, 2026*

The Government Data Practices Act (Minnesota Statutes, Chapter 13) says that data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data. Government data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

Classification of Data about You

The Government Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. Data about you are classified by state law as public, private, or confidential. See below for some examples.

1. **Public data:** We must give public data to anyone who asks; it does not matter who is asking for the data or why.

The following is an example of public data about you: the name of City of Austin employees.

2. **Private data:** We cannot give private data to the general public, but you have access when the data are about you. We can share your private data with you, with someone who has your permission, with our government entity staff who need the data to do their work, and as permitted by law or court order.

The following is an example of private data about you: Social security number.

3. **Confidential data:** Confidential data have the most protection. Neither the public nor you can get access even when the confidential data are about you. We can share confidential data about you with our government entity staff who need the data to do their work and to others as permitted by law or court order. We cannot give you access to confidential data.

The following is an example of confidential data about you: The identity of the subject of an active criminal investigation.

Your Rights under the Government Data Practices Act

This government entity must keep all government data in a way that makes it easy for you to access data about you. Also, we can collect and keep only those data about you that we need for administering and managing programs that are permitted by law. As a data subject, you have the following rights.

- **Access to Your Data**

You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look

at and get copies of public and private data about an individual for whom you are appointed guardian.

Minors have the right to ask this government entity not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We may ask you to put your request in writing and to include the reasons that we should deny your parents access to the data. We will make the final decision about your request based on your best interests. **Note:** Minors do not have this right if the data in question are educational data maintained by an educational agency or institution.

- **When We Collect Data from You**

When we ask you to provide data about yourself that are not public, we must give you a notice. The notice is sometimes called a Tennessean warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent. If you want us to release data to another person, you must use the consent form we provide.

- **Protecting your Data**

The Government Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe.

In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you as required by law.

- **When your Data are Inaccurate and/or Incomplete**

You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

How to Make a Request for Your Data

To look at data, or request copies of data that this government entity keeps about you, your minor children, or an individual for whom you have been appointed legal guardian, make a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts. You may make your request by e-mail, fax or in person using the data request form.

If you choose not use to use the data request form, your request should include:

- that you are making a request, under the Government Data Practices Act (Minnesota Statutes, Chapter 13), as a data subject, for data about you;
- whether you would like to inspect the data, have copies of the data, or both;
- a clear description of the data you would like to inspect or have copied; and
- identifying information that proves you are the data subject, or data subject's parent/guardian.

This government entity requires proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If

you are a guardian, you must show legal documentation of your guardianship. Please see the Standards for Verifying Identity.

How We Respond to a Data Request

Once you make your request, we will work to process your request. If it is not clear what data you are requesting, we will ask you for clarification.

- If we do not have the data, we will notify you in writing within 10 business days.
- If we have the data, but the data are confidential or private data that are not about you, we will notify you within 10 business days and state which specific law says you cannot access the data.
- If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days, by doing one of the following:
 - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - provide you with copies of the data within 10 business days subject to the payment of copy charges. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

After we have provided you with access to data about you, we do not have to show you the data again for 6 months unless there is a dispute or we collect or create new data about you.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, we are not required under the Government Data Practices Act to respond to questions that are not specific requests for data.

Data Practices Contacts

Responsible Authority

David J. Unmacht
Interim City Administrator
500 4th Avenue NE
Austin, MN 55912
507-437-9941
craigc@ci.austin.mn.us

Data Practices Compliance Official

David J. Unmacht
Interim City Administrator
500 4th Avenue NE
Austin, MN 55912
507-437-9941
craigc@ci.austin.mn.us

Data Practices Designee(s)

Trish Wiechmann
Human Resources Director
500 4th Avenue NE
Austin, MN 55912
507-437-9942
twiechma@ci.austin.mn.us

Brianne D. Wolf
City Clerk
500 4th Avenue NE
Austin, MN 55912
504-437-9944
briannew@ci.austin.mn.us

Craig Byram
City Attorney
500 4th Avenue NE
Austin, MN 55912
507-433-3483

Copy Costs – Data Subjects

This government entity charges data subjects for copies of government data. These charges are authorized under Minnesota Statutes, section 13.04, subdivision 3.

Actual Cost of Making the Copies

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to make copies is \$20.00 per hour.

The cost per page is set by the City of Austin's fee schedule.

Data Request Form – Data Subjects

Date of request: _____

To request data as a data subject, you must show a valid verifying identification document as proof of identity.

I am requesting access to data in the following way:

☐ Inspection

☐ Copies

☐ Both inspection and copies

Note: inspection is free but fees for copies are established by the City of Austin's fee schedule.

These are the data I am requesting:

Describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form.

Contact Information

Data subject name _____

Parent/Guardian name (if applicable) _____

Address _____

Phone number _____ Email address _____

Staff Verification

Identification provided _____

We will respond to your request within 10 business days.

Standards for Verifying Identity

The following constitute proof of identity.

- An **adult individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota tribal ID
- A **minor individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota Tribal ID
 - a Minnesota school ID
- The **parent or guardian of a minor** must provide a valid photo ID *and either*
 - a certified copy of the minor's birth certificate *or*
 - a certified copy of documents that establish the parent or guardian's relationship to the child, such as
 - ❖ a court order relating to divorce, separation, custody, foster care
 - ❖ a foster care contract
 - ❖ an affidavit of parentage
- The **legal guardian for an individual** must provide a valid photo ID *and* a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
 - court order(s)
 - valid power of attorney

Note: Individuals who do not exercise their data practices rights in person must provide *either* notarized or certified copies of the documents that are required *or* an affidavit of ID.

RESOLUTION NO.

RESOLUTION APPOINTING RESPONSIBLE AUTHORITY AND ASSIGNING DUTIES

WHEREAS, Minnesota Statute, section 13.02, subdivision 16, as amended, requires that the City of Austin appoint one person as the Responsible Authority to administer the requirements for collection, storage, use, and dissemination of data on individuals within the City and,

WHEREAS, the Austin City Council shares concern expressed by the Legislature on the responsible use of all City data and wishes to satisfy this concern by immediately appointing an administratively qualified Responsible Authority as required under the statute;

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

The City appoints David J. Unmacht as the Responsible Authority for the purposes of meeting all requirements of Minnesota Statutes, chapter 13 as amended, and with rules as lawfully promulgated by the Commissioner of Administration.

FURTHER, BE IT RESOLVED, the Responsible Authority shall require the requesting party to pay the actual cost of making, certifying, and compiling copies and of preparing summary data, as allowed by Minnesota Statutes, chapter 13 and by Minnesota Rules, chapter 1205, as amended.

Passed by the Austin City Council this 20th day of July, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

EXTENSION OF
CONDITIONAL PURCHASE AGREEMENT

Austin, Minnesota
Date: _____, 2026

WHEREAS, the undersigned, **Austin, Utilities**, a public body corporate and politic created by the Charter of the City of Austin, Minnesota, hereinafter referred to as “**Seller**” agreed and committed to Sell and the **City of Austin**, Minnesota, a Minnesota municipal corporation, hereinafter referred to as “**Buyer**” agreed to buy certain property at Austin, Minnesota, situated in the County of Mower, State of Minnesota, and legally described as follows, to-wit:

Lot 3, Block 1, Downtown Plant Subdivision to the City of Austin, Mower County, Minnesota.

(Hereafter “the **Water Reservoir Parcel**”).

WHEREAS, said sale, and the terms thereof, was documented in a certain Conditional Purchase Agreement, hereafter referred to as the “**Agreement**” which was executed by both Buyer and Seller on or about June 21, 2016;

WHEREAS, the Agreement contained the following terms of sale:

- I. The closing on said sale shall be no later than the 10th anniversary of the date of the execution of the Agreement.
- II. At a time determined by Seller, but consistent with the time limit described in Paragraph I immediately above, Seller razes and clears the Water Reservoir, pump house, and any other structures, fixtures, or improvements, whether above or below grade, that are presently located on the Water Reservoir Parcel.
- III. Seller removes and properly disposes of any and all hazardous materials as described in Exhibit C attached to the Agreement and according to the same terms and conditions as described in the Agreement as “Environmental Mitigation.”
- IV. Seller, backfills any excavated areas within the Water Reservoir Parcel, using granular backfill and compacted to 95% using ordinary compaction methods returning said excavated areas to grade consistent with adjacent non-excavated areas.
- V. Seller Warranties, and Deed and Title requirements as described in the Agreement.
- VI. The price for said transfer shall be \$1.00.

WHEREAS, the deadline for closing described above in Paragraph I is approaching and the parties hereto desire to extend such deadline by mutual agreement, and have entered into this Extension of Conditional Purchase Agreement for such purpose.

NOW, THEREFORE, the Parties agree and commit as follows:

- A. The parties hereto, each individually, acknowledges that this extension is mutually beneficial and the other party's execution of this Extension of Conditional Purchase Agreement is sufficient valuable consideration to cause this agreement to be binding and enforceable.
- B. The parties hereto, each individually acknowledges that any contingencies or conditions precedent described in the Agreement have been met and fulfilled or are hereby waived, and Seller acknowledges it is committed to completing the sale as described herein.
- C. The deadline for closing the sale of The Reservoir Parcel by Seller to Buyer is hereby extended to the 10th anniversary of the date of execution of this Extension of Conditional Purchase Agreement. Said date is stated at the top of this Extension of Conditional Purchase Agreement.
- D. Seller ratifies and commits to complete, prior to closing, the requirements contained in the Agreement for preparing the Water Reservoir for sale (said requirements are also generally restated above in paragraphs II through IV).
- D. Seller ratifies and commits to provide Buyer with clear title at closing as described in the Agreement (also generally restated above in paragraph V).
- E. The parties mutually agree, ratify, and commit that the purchase price paid for the transfer of the Water Reservoir Parcel shall be as stated in the Agreement (also restated above in paragraph VI).

The Agreement, as modified, extended, and supplemented by this Extension of Conditional Purchase Agreement, contains the entire agreement between the parties, and neither party has relied upon any verbal or written representations, agreements, or understandings not set forth herein, whether made by any agent or party hereto.

The delivery of all papers and monies shall be made at the office of:

HOVERSTEN, JOHNSON, BECKMANN,
& HOVEY, LLP
807 West Oakland Avenue
Austin, MN 55912

IN WITNESS WHEREOF, the undersigned parties have executed this Conditional Purchase Agreement.

AUSTIN UTILITIES

CITY OF AUSTIN, MINNESOTA

BY: _____
Its President

BY: _____
Its Mayor

BY: _____
Its General Manager

BY: _____
Its City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF MOWER)

This instrument was acknowledged before me on this ____ day of July, 2026, by Tyler Hulsebus and Tom Dankert the President and General Manager respectively of Austin Utilities, a public body corporate and politic created by the Charter of the City of Austin, Minnesota, corporation under the laws of the State of Minnesota, on behalf of Austin Utilities.

Notary Public

STATE OF MINNESOTA)
)SS
COUNTY OF MOWER)

This instrument was acknowledged before me on this ____ day of July, 2026, by Stephen M. King, Mayor, and David J. Unmacht, City Administrator, of the City of Austin, Minnesota, a municipal corporation under the laws of the State of Minnesota, on behalf of the City of Austin, Minnesota.

Notary Public

RESOLUTION NO.
EXTENDING CONDITIONAL PURCHASE AGREEMENT
WITH AUSTIN UTILITIES

WHEREAS, the City of Austin agreed to acquire, and Austin Utilities agreed to convey, Lot 1, Block 1, Downtown Power Plant Subdivision to the City of Austin Mower County, by a binding Conditional Purchase Agreement dated June 21, 2016; and

WHEREAS, said Conditional Purchase Agreement set a deadline for closing on said conveyance as “the 10th anniversary of the date of the execution of the Agreement:” and

WHEREAS, the City of Austin and Austin Utilities, agree and acknowledge that both are mutually benefited by an extension of the deadline for closing on said conveyance, on the terms shown in the Extension of Conditional Purchase Agreement attached hereto as Exhibit A; and

WHEREAS, the City of Austin and Austin Utilities have negotiated the terms of such extension, and said terms are acceptable to the City of Austin;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Austin, Minnesota that the terms of such negotiated extension are hereby accepted and the Mayor and City Administrator are hereby authorized and directed to enter into the Extension of Conditional Purchase Agreement attached hereto as Exhibit A.

Passed by a vote of yeas and nays this 20th day of July, 2026.

YEAS

NAYS

ATTEST:

APPROVED:

City Clerk

Mayor

RESOLUTION NO.

APPROVING AN OFF SITE GAMBLING PERMIT

WHEREAS, the Fraternal Order of the Eagles Aerie 703 Lookout has applied for an off site gambling permit; and

WHEREAS, the off site gambling permit is for the Mower County Fairgrounds from August 11, 2026 to August 16, 2026;

NOW BE IT RESOLVED, that the City of Austin approves an off site gambling permit for the Fraternal Order of the Eagles Aerie 703 Lookout at the Mower County Fairgrounds, 700 12th Street SW, Austin, MN from August 11, 2026 to August 16, 2026.

Passed by a vote of yeas and nays this 20th 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

July 1st, 2026

Eduardo Torres
607 6th St NW
Austin, MN 55912

June 11th, 2026

Eduardo Torres
1444 8 ½ Ave SE
Rochester, MN 55904

May 5th, 2026

Kiet & Hau Nguyen
15868 Cinnamon Way
Rosemount MN 55068

RE: Housing Violations at 607 6th St NW, Austin, MN 55912

Dear Eduardo:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on May 5th, 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 long horizontal flourish extending to the right.

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**

July 17, 2026

Eduardo Torres
1444 8 ½ Ave SE
Rochester, MN 55904

Kiet & Hau Nguyen
15868 Cinnamon Way
Rosemount MN 55068

RE: Housing Violations at 607 6th St NW, Austin, MN 55912

Dear Eduardo:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on May 5th and July 15th, 2026, at this site and the following issues need to be resolved:

Remove all junk from property

This is a repeat offense and the matter has been referred to the Austin City Council for corrective action.
You are being fined under the following City Code:

1.98 CIVIL PENALTIES.

Subd. 1. Purpose.

- A. The City Council seeks to offer an alternative method of enforcement for city code violations rather than relying on the criminal court system. The formal criminal prosecution process does not provide an environment to adequately address the unique and sensitive issues that are involved in city code violations, including, but not limited to, neighborhood concerns, livability issues, economic impact, physical limitations of the offenders and the stigma and unintended consequences of being charged with or convicted of a misdemeanor offense. In addition, the court system is a slow, overburdened and methodical process that is not conducive to dealing with the violations in a prompt and timely manner. Finally, the penalties afforded the criminal court system are restricted to fines or physical confinement, which are not always effective solutions to address city code violations.

Subd. 4. Compliance letter.

- C. Exceptions to issuance of a compliance letter. For violations of any of the following sections, the city shall not be required to issue a compliance letter and may proceed directly to issuance of an administrative citation as provided in division (E) below.
1. Repeat offender. If the same offender commits a subsequent violation within 24 months after a compliance letter has been issued for a same or similar offense.

Subd. 5. Administrative citation

A. Generally.

1. Upon the failure to correct the violation specified in the compliance letter within the time frame established in the compliance letter or any extension thereof granted by the city, or for any offense for which a compliance letter is not required, an administrative citation may be issued.

If you have any questions, please call me at my office at (507)437-9950.

Sincerely,

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: Eduardo Torres, 607 6th St NW, Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 607 6th St NW, Torres Property

Date: July 17, 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 607 6th St NW. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

TIME STAMP 

July 15, 2026
10:11 AM



City of Austin
Zoning Department



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

June 18th, 2026

VP Rental Properties LLC
PO Box 1602
Mason City, IA 50402

RE: Violations at 711 12th 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 18th, 2026 at this site and the following issues need to be resolved:

Remove all junk from property

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

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

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

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

B. *Public nuisances affecting health*

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

D. *Public nuisances affecting peace and safety.*

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

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

NOTICE AND ABATEMENT.

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

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

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

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

City Code Section 10.14, Subd. 5:

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

City Code Section 10.14, Subd. 6:

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

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

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

Sincerely,

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

July 17, 2026

VP Rental Properties LLC
PO Box 1602
Mason City, IA 50402

RE: Violations at 711 12th 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 18th and July 15th, 2026, at this site and the following issues need to be resolved:

Remove all junk from property

This is a repeat offense and the matter has been referred to the Austin City Council for corrective action.
You are being fined under the following City Code:

1.98 CIVIL PENALTIES.

Subd. 1. Purpose.

- A. The City Council seeks to offer an alternative method of enforcement for city code violations rather than relying on the criminal court system. The formal criminal prosecution process does not provide an environment to adequately address the unique and sensitive issues that are involved in city code violations, including, but not limited to, neighborhood concerns, livability issues, economic impact, physical limitations of the offenders and the stigma and unintended consequences of being charged with or convicted of a misdemeanor offense. In addition, the court system is a slow, overburdened and methodical process that is not conducive to dealing with the violations in a prompt and timely manner. Finally, the penalties afforded the criminal court system are restricted to fines or physical confinement, which are not always effective solutions to address city code violations.

Subd. 4. Compliance letter.

- C. Exceptions to issuance of a compliance letter. For violations of any of the following sections, the city shall not be required to issue a compliance letter and may proceed directly to issuance of an administrative citation as provided in division (E) below.
1. Repeat offender. If the same offender commits a subsequent violation within 24 months after a compliance letter has been issued for a same or similar offense.

Subd. 5. Administrative citation

- A. Generally.
1. Upon the failure to correct the violation specified in the compliance letter within the time frame established in the compliance letter or any extension thereof granted by the city, or for any offense for which a compliance letter is not required, an administrative citation may be issued.

If you have any questions, please call me at my office at (507)437-9950.

Sincerely,

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: VP Rental Properties LLC, PO Box 1602 Mason City, IA 50402

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 711 12th Ave SW, VP Rental Properties LLC Property

Date: July 17, 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 711 12th Ave SW. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

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

Thank You

TIME STAMP 

July 15, 2026
9:55 AM

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