



AGENDA FOR THE WORK SESSION AND THE
REGULAR MEETING OF THE
ALBERT LEA CITY COUNCIL – August 24, 2026
WORK SESSION – 5:30 PM – REGULAR MEETING – 7:00 PM

WORK SESSION – 5:30 PM

- I. STRATEGIC PLAN REVIEW
- II. REVIEW COUNCIL MEETING AGENDA OF AUGUST 24, 2026

REGULAR MEETING – 7:00 PM

- I. **CALL TO ORDER AND ROLL CALL**
- II. **PLEDGE OF ALLEGIANCE**
- III. **CEREMONIAL ITEMS**
 - A. Lifesaving Award Presented to Christy Baas by Deputy Chief Darin Palmer
- IV. **PUBLIC FORUM**
- V. **CONSENT AND APPROVAL OF AGENDA**
 - A. Approve Minutes of the August 10, 2026 Regular Council Meeting
 - B. Approve Minutes of the August 10, 2026 Work Session
 - C. License & Permits
- VI. **PETITIONS, REQUESTS AND COMMUNICATIONS**
 - A. Glenville Legion Riders to Speak About – Nation of Patriots Homecoming – Scott Kallberg and Larry Larson
- VII. **UNFINISHED BUSINESS**
 - A. Ordinance 26-158 Amending Zoning and Land Use Map From Limited Industrial (I-1) to Single-Family Residence (R-1) (2nd Reading)
- VIII. **NEW BUSINESS**
 - A. Public Hearing Regarding the Disposal of 338 S. Broadway Ave.
 - A1. Resolution Declaring No Public Interest in 338 S. Broadway Ave.
 - B. Resolution Accepting Donations as Presented to the City of Albert Lea



**AGENDA FOR THE WORK SESSION AND THE
REGULAR MEETING OF THE
ALBERT LEA CITY COUNCIL – August 24, 2026
WORK SESSION – 5:30 PM – REGULAR MEETING – 7:00 PM**

- C. Resolution Regarding the Support of a Minnesota Forward Fund Application in Connection with Jonny Pops LLC
- D. Resolution Approving Preliminary and Final Plat of Dress Second Addition
- E. Resolution Approving Purchase Agreement with Astra Commons
- F. Resolution Approving Purchase Agreement for 809 Clark Street West
- G. Resolution Approving Purchase Agreement for 825 1st Avenue South

IX. MAYOR AND COUNCIL REPORTS

X. CITY MANAGER REPORT

XI. APPROVAL OF CLAIMS

- A. Resolution Approving Claims
 - (1) Presentation of Claims Over \$25,000

XII. ADJOURNMENT

Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the City Council of the City of Albert Lea. This document does not claim to be complete and is subject to change



City Manager Report to Council
221 East Clark Street, Albert Lea, MN 56007
(507) 377-4330 – info@ci.albertlea.mn.us

To: Mayor and City Council
From: City Manager
Date: August 24, 2026
Re: August 24, 2026 City Council Meeting

V. CONSENT AND APPROVAL OF AGENDA

C. Licenses & Permits –

LOW-POTENCY HEMP (LPH)

Malik 1, LLC

CLUB ON-SALE/SUNDAY LIQUOR

American Legion

FOE Aerie 2258 DBA Eagles Club

TREE TRIMMER

Asian Man Tree Worker – Marshall, MN

ON-SALE/SUNDAY LIQUOR

Green Mill Albert Lea

Cento Woodfire Pizza

VI. PETITIONS, REQUESTS AND COMMUNICATIONS

VII. UNFINISHED BUSINESS

- A. Ordinance 26-158 Amending Zoning and Landuse Map from Limited Industrial (I-1) to Single-Family Residence (R-1) (2nd Reading) – *City staff proposes rezoning several properties along Plainview Lane and Lincoln Ave. from I-1 to R-1 to remove their legal non-conforming status. Under Minnesota Statutes 462.357, legal non-conforming properties may continue as-is but cannot be expanded or altered, limiting improvements and sometimes affecting property sales.*

The 2040 Comprehensive Plan identifies this area as Medium Density Residential, though surrounding land within the 100-year flood zone limits future development.

The Planning Commission held a public hearing on August 4, 2026 and recommends approval based on findings of rezoning consistency with the largely residential area and zoning compatibility with the R-1 District. Planning Commission recommends approval of this final reading.

See attached ordinance.

VIII. NEW BUSINESS

- A. Resolution Declaring No Public Interest in 338 S. Broadway Ave. – *There is no intended future public use of the property and redevelopment for private ownership is the highest and best use.* Item 8E shows a potential use of the property consistent with the City's requests for proposed redevelopment.

See attached resolution.

- B. Resolution Approving Donations – Friends of the Library - *The Friends of the Albert Lea Public Library raise non-profit funds for programs and equipment not covered by the general library budget. The Friends of the Albert Lea Public Library is a volunteer run organization that raises funds through the Fountain Lake Bookstore, two book sales throughout the year, membership fees, and general donations. The Friends of the Library donated \$6,276.31 for programs and activities that took place in June, July and August. This brings the yearly total of donations to \$7,719.39. The funds were used for the programs and activities listed on the included sheet. Without the generous donations from the Friends of the Albert Lea Public Library, many of the library's programs and activities would not be possible.*

See attached resolution and donation listing.

- C. Resolution Regarding the Support of a Minnesota Forward Fund Application in Connection with Jonny Pops LLC – *The company is considering locations for expansion of operations which would include construction of a new facility, implementing new production lines and material, full time job creation for the region. Cost of construction, equipment and associated financing costs require financial*

assistance to make the project financially feasible, thus the Forward Fund incentive is being pursued.

Should we be approved, we'll move into final planning stages in Q4 2026 / Q1 2027 with an anticipated final decision and commencement of construction to take place in the summer of 2027.

See attached resolution.

- D. Resolution Approving Preliminary and Final Plat of Dress Second Addition – *The Planning Commission held a public hearing on May 5, 2026 to review the Plat of Dress Second Addition for compliance with Chapter 38 Subdivisions.*

The purpose of the plat is to subdivide a smaller 16-acre parcel to provide for a potential residential development. The preliminary plat of Dress Second Addition provides a conceptual layout of potential lots, blocks, storm water areas as well as street connections for Westwood and Seath Drive.

The preliminary and final plat meets all the requirements of Chapter 38— Subdivisions. In addition, the 2040 Comprehensive Plan identifies this area as low density residential which is described as newer single-family residential neighborhoods.

The previous easement issue has been resolved and is accurately reflected on the attached plat. Staff recommends approval.

See attached resolution.

- E. Resolution Approving Purchase Agreement with Astra Commons – *The Purchase agreement is for \$400,000 with \$5,000 deposited, \$95,000 at close and \$300,000 as a write down to be reimbursed by TIF. The goal is a mixed-use building and to restore the three existing buildings while building new adjoining the other buildings. The term is for 180 days.*

See attached resolution.

- F. Resolution Approving Purchase Agreement for 809 Clark Street West – *The purchase price is \$0 however there are financial obligations on the purchaser. If they do not*

adjoin the property the city may complete this task and assess, the property may come back to the City to be sold or they pay \$4,000 that will be assessed for the price of the land without contingency. This lot is non-conforming and is to be adjoined to another non-conforming lot to make a single lot that is conforming and capable for redevelopment.

See attached resolution.

- G. Resolution Approving Purchase Agreement for 825 1st Avenue South - *The purchase price is \$0 however there are financial obligations on the purchaser. If they do not adjoin the property the city may complete this task and assess, the property may come back to the City to be sold or they pay \$4,000 that will be assessed for the price of the land without contingency. This lot is non-conforming and is to be adjoined to a conforming lot to make a larger single lot that is capable of redevelopment.*

See attached resolution.

XI. APPROVAL OF CLAIMS

- A. Resolution Approving Claims – The attached resolution directs the Mayor and City Treasurer to issue payment of claims as presented in the Detail of Claims report.
- (1). Large Claims Over \$25,000 – When applicable, staff will present and display any claims over \$25,000 for the public's viewing, transparency, and education.

**REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS, CITY OF ALBERT LEA
August 10, 2026 – 7:00 P.M.**

PRESENT: Mayor Rich Murray, Councilors Rachel Christensen, Larry Baker, Ted Herman, Reid Olson, Keith Van Beek, Brian Anderson, City Manager Ian Rigg, City Attorney Joel Holstad of Lakes National Law LLP, and City Clerk Daphney Maras.

ADDITIONAL STAFF PRESENT: Chief of Police Darren Hanson, Community Development Director Megan Boeck

CALL TO ORDER AND ROLL CALL - Mayor Murray called the meeting to order at 7:00 PM. City Clerk Maras administered roll call.

PLEDGE OF ALLEGIANCE - Mayor Murray asked all in attendance to stand and recite the Pledge of Allegiance.

CEREMONIAL ITEMS – None

PUBLIC FORUM

John Caucutt – Spoke in follow-up to his comments at the last council meeting regarding municipal music copyright compliance.

CONSENT AND APPROVAL OF AGENDA

- A. Approve Minutes of the July 27, 2026 Regular Council Meeting
- B. Approve Minutes of the July 27, 2026 Work Session
- C. Licenses & Permits
- D. Resolution Appointing Election Judges For the August 11, 2026 Primary Election
- E. Resolution Amending the 2026 Fee Schedule – Arena Fees

Councilor Baker moved to approve the consent agenda, seconded by Councilor Herman. On a voice call vote, the following councilors voted in favor of said motion: Christensen, Baker, Herman, Olson, Van Beek, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 26-136 and 26-137
(Included with these minutes)

PETITIONS, REQUESTS, AND COMMUNICATIONS - None

UNFINISHED BUSINESS - None

NEW BUSINESS

A. Resolution 138 Authorizing Professional Engineering Services Agreement with Alliant

Inc. for the East Main Street/775th Avenue Roundabout Design – Job 2613

For the past two years, the City has been working with the Minnesota Department of Transportation to study and prepare for the replacement of the I-35 and I-90 interstate bridge and safety improvements on East Main Street. This is in preparation for a 2030 construction project.

In 2025 and 2026, the City and MNDOT applied for and received three grants for this project. They included a freight grant, an HSIP grant, and ATP funding.

At Main Street, the proposed 2030 work includes roundabouts at both I-35 ramp terminals and at 775th Avenue, as well as restriping Main Street to two lanes through the segment.

The next required step of the project is a preliminary design of the roadway. MNDOT has hired Alliant, Inc. to complete the preliminary design of the roundabouts at the two I-35 ramps. The City is responsible for the preliminary design of the 775th Avenue roundabout. The scope includes preparing an intersection control evaluation memo, a level 1 geometric layout and profile, preliminary hydraulics, temporary paving and drainage to support continuous traffic operation during construction, and construction limits for right-of-way acquisition (if needed). The cost to perform this work is \$78,994.80.

If approved by Council, this work would be completed in 2026, and the City and MNDOT would use this information to go out for final design proposals in 2027.

Staff is recommending entering into a professional engineering services agreement with Alliant Inc. for time and materials not to exceed the price of \$78,994.80.

Motion made by Councilor Anderson to approve. Seconded by Councilor Christensen. On roll call vote, the following councilors voted in favor of said motion: Christensen, Baker, Herman, Olson, Van Beek, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 26-138
(Included with these minutes

B. Resolution 26-139 Amending Professional Services Agreement with Bolton & Menk, Inc. for Airport 6 Unit T-Hangar Design – Work Order No. 5 – Job 2710

Through the Master Plan process and Airport Advisory Board discussions, a 6 Unit T-Hangar has been identified as a priority for the airport. Federal funds have been banked for this project. This resolution would approve the design in 2026 so the project can be bid and built in 2027.

This resolution would amend the professional services agreement to include Work Order No. 5; the work involves the design of the 6-unit T-Hangar. The design services contract is for \$62,000.00.

The preliminary estimated total cost of the 6-unit T-Hangar (including engineering) is \$1,301,150.

The estimated project costs and breakdown are as follows:

Total Cost	\$1,301,150.00
Federal Entitlement Funding	\$882,139.00
Federal AIG Funding	\$288,896.00
State Funding	\$65,057.50
City share	\$65,057.50

These numbers are preliminary and will be updated after the design is complete.

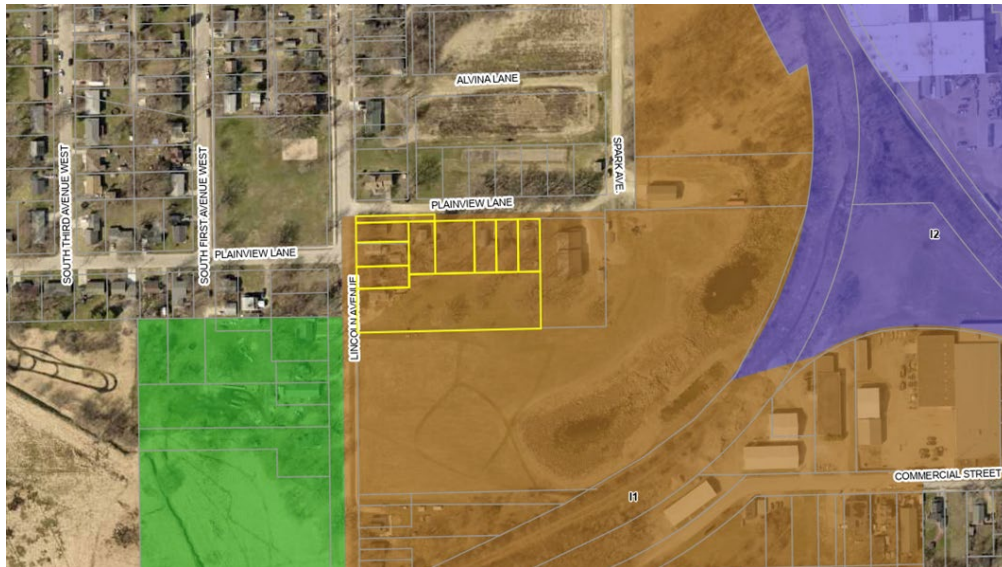
Motion made by Councilor Baker to approve. Seconded by Councilor Anderson. On roll call vote, the following councilors voted in favor of said motion: Christensen, Baker, Herman, Olson, Van Beek, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 26-139
(Included with these minutes

C. Ordinance 26-158 Amending Zoning and Land Use Map from Limited Industrial (I-1) to Single-Family Residence (R-1) for PID 34.059.0920, 34.059.0930, 34.059.0990, 34.059.0970, 34.059.0980, 34.059.0950, 34.059.0960, 34.059.0940, 34.059.0360, and 34.659.0050 (1st Reading)

City staff has initiated the process to rezone the below-highlighted properties from Limited Industrial (I-1) to Single-Family Residential (R-1) to eliminate the legal non-conforming status.

In Minnesota, a legal non-conforming use refers to a property or use that was legally established but no longer complies with current local zoning. Under Minnesota State Statutes 462.357, these properties are generally protected and are allowed to continue, be maintained, and repaired, but cannot be altered or expanded. This limits property owners' ability to add onto buildings or structures, add fencing or screening, alter the footprint of a building, and sometimes even diminishes aspects of a property sale.



The 2040 Comprehensive Plan identifies these properties as Medium Density Residential, which includes residential densities between 6 to 12 units an acre, places of worship, and small neighborhood services. Properties in question are not platted and are described by metes and bounds. However, much of the land surrounding these properties is within the 100-year flood zone, and likely what can develop (without substantial investment in raising grade) already has.

The Planning Commission held a public hearing on August 4, 2026 and after considering the staff report in addition to public testimony, the commission recommends approval based on the following:

1. Rezoning the properties will not have an adverse effect on existing and adjacent properties, as the area is largely residential
2. The use meets the general zoning requirements of the Single-Family Residence District.

Planning Commission recommends approval.

Councilor Christensen commended Community Director Megan Boeck for her efforts to personally contact each property owner and explain the purpose and intent of the proposed rezoning.

Motion made by Councilor Baker to approve. Seconded by Councilor Herman. On roll call vote, the following councilors voted in favor of said motion: Christensen, Baker, Herman, Olson, Van Beek, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 26-158
(Included with these minutes

D. Resolution 26-140 Approving Sale and Development Agreement at 725 Plainview Lane

The development agreement is attached. The terms are similar to other agreements, with \$5,000 granted if they build a new home and \$5,000 to cover expenses to connect or fix connections to

City sewer and water. The land is sold for \$4,000 but forgiven if they build a house. If they do not, the land reverts to the city or is assessed at the \$4,000 value. The house is 24x26 and capable of becoming a 2-bedroom house. This meets the City's plan of adding more affordable housing to the community and improving the general area.

Motion made by Councilor Anderson to approve. Seconded by Councilor Christensen. On roll call vote, the following councilors voted in favor of said motion: Christensen, Baker, Herman, Olson, Van Beek, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 26-140
(Included with these minutes

E. Resolution 26-141 Authorizing Action on Tax Forfeited Properties - Assessments

In order for the City to retain the option to collect the 2026 and future amounts due for assessments on the properties that will be included at the forfeiture sale, the City is required to pass a resolution to reinstate those assessments.

Motion made by Councilor Baker to approve. Seconded by Councilor Herman. On roll call vote, the following councilors voted in favor of said motion: Christensen, Baker, Herman, Olson, Van Beek, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 26-141
(Included with these minutes

MAYOR AND COUNCIL REPORTS

First Ward, Councilor Christensen reported:

- Ward Items – The City Manager is looking into some general items that she brought to him.
- Committee Update – The Senior Center group is looking at fundraising options to assist the construction of the new facility. Blue Zones continues to meet as well.

Second Ward, Councilor Baker reported:

- Ward Items – Working on a ward item.
- Committee Update – Attended an HRA meeting and discussed a current house being built. Attended an ALEDA and reported that things are moving forward.

Third Ward, Councilor Herman reported:

- Ward Items – Received a call from a resident who lives on Janson St. and expressed his support for no parking on Janson St. Also, received a complaint about long grass, which he passed along to the appropriate channels.
- Committee Update – None
- Public Announcements – Provided an update on the many community events he attended.

Fourth Ward, Councilor Olson reported:

- Ward Items – None
- Committee Update – None

- Public Announcements – Reminded the community that school is starting soon so keep an eye out for the kids crossing.

Fifth Ward, Councilor Van Beek reported:

- Ward Items – Working on four ward items.
- Committee Update – Will be attending a Human Rights meeting
- Public Announcements – Provided an update on the many community events happening now and in the future.

Sixth Ward, Councilor Anderson reported:

- Ward Items – None
- Committee Update – Attended the HRA meeting.

MAYOR REPORT:

Provided an update on the many community events he attended or stopped in to visit including daily visits to the Freeborn County Fair.

Mentioned the upcoming events and said they are also listed on the City's website.

CITY MANAGER REPORT

- Noted that a special meeting may need to be scheduled with staff and Council to review the Budget, CIP, and Strategic Plan
- Currently looking at a potential lease for additional parking for a local business to help them expand
- Reviewed a housing study proposal
- Met with Pro Advantage and currently working on a potential deal to help support their growth in the community
- A public hearing is scheduled at the next council meeting for disposal of 338 S. Broadway
- He and the City Clerk met with the Freeborn County IT Director and a company that provides AI products/services
- Noted the positive uptick in the use of the library – up by 20%

APPROVAL OF CLAIMS

A. Resolution 26-142 Approving Claims

(1) Presentation of Claims Over \$25,000

The attached resolution directs the Mayor and City Treasurer to issue payment of claims as presented in the Detail of Claims report. In addition, Maras displayed a list of claims over \$25,000 for the public's viewing, transparency, and education.

Motion made by Councilor Anderson to approve as read, seconded by Councilor Herman. On roll call vote, the following councilors voted in favor of said motion: Christensen, Baker, Herman, Olson, Van Beek, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 26-142
(Included with these minutes)

Councilor Christensen motioned for adjournment; Councilor Van Beek seconded. That there being no further business, the Council meeting adjourns until the next regular meeting of the Albert Lea City Council at 7:00 p.m. on Monday, August 24, 2026. On a voice vote, all councilors voted in favor of said motion.

Mayor Murray declared the motion passed, and the meeting adjourned.

ADJOURNMENT: 7:45 PM

Mayor Rich Murray

Daphney Maras
Secretary of the Council

**WORK SESSION MEETING
CITY COUNCIL CHAMBERS, CITY OF ALBERT LEA
August 10, 2026 - 5:30 P.M.**

PRESENT: Mayor Rich Murray, Councilors Rachel Christensen, Larry Baker, Ted Herman, Reid Olson, Keith Van Beek, Brian Anderson, City Manager Ian Rigg, Public Works Director Steven Jahnke, City Attorney Joel Holstad of Lakes National Law LLP, and City Clerk Daphney Maras.

ADDITIONAL STAFF PRESENT: Chief of Police Darren Hanson, Community Development Director Megan Boeck, Human Resources Director Mike Zelenak.

I. WELLNESS/THERAPY DOG DISCUSSION

Albert Lea Assistant Police Chief Darin Palmer opened with an overview of the Police Department's current Wellness Program, emphasizing that a Therapy Dog would serve as an enhancement rather than a replacement. He explained that the program is designed to complement existing wellness efforts and then outlined the anticipated costs and training associated with the city owning and maintaining a Therapy Dog.

Detective Scott Shaver, handler for the Cottage Grove Police Department's newest addition, Riggs, a Golden Retriever, provided an overview of the department's community outreach program. He explained that Riggs assists officers on calls by providing emotional comfort, helping build trust, and strengthening relationships with individuals facing difficult situations.

Police Chief Hanson expressed his support for adding a therapy dog to the Albert Lea Police Department's existing Wellness Program, citing several situations in which a therapy dog could provide valuable support.

II. REVIEW OF NON-EMERGENCY COMMUNICATION AGREEMENT WITH FREEBORN COUNTY GOVERNMENT CENTER

City Manager Rigg presented a PowerPoint for discussion regarding dispatch services with the Freeborn County Government Center. He provided an overview of the past decade of dispatch services, including potential changes and associated costs. He also reviewed the draft agreement and discussed recommendations for adding additional staff to the dispatch operation.

III. REVIEW COUNCIL MEETING AGENDA OF AUGUST 10, 2026

City Manager Rigg presented each agenda item with relevant background and discussion and responded to questions from the Council.

CEREMONIAL ITEMS - None

PUBLIC FORUM

- A. Approve Minutes of the July 27, 2026 Regular Council Meeting
- B. Approve Minutes of the July 27, 2026 Work Session
- C. Licenses & Permits
- D. Resolution Appointing Election Judges For the August 11, 2026 Primary Election
- E. Resolution Amending the 2026 Fee Schedule – Arena Fees

PETITIONS, REQUESTS AND COMMUNICATIONS

UNFINISHED BUSINESS

NEW BUSINESS

- A. Resolution Authorizing Professional Engineering Services Agreement with Alliant Inc. for the East Main Street/775th Avenue Roundabout Design – Job 2613
- B. Resolution Amending Professional Services Agreement with Bolton & Menk, Inc. for Airport 6 Unit T-Hangar Design – Work Order No. 5 – Job 2710
- C. Ordinance Amending Zoning and Land Use Map from Limited Industrial (I-1) to Single-Family Residence (R-1) for PID 34.059.0920, 34.059.0930, 34.059.0990, 34.059.0970, 34.059.0980, 34.059.0950, 34.059.0960, 34.059.0940, 34.059.0360, and 34.659.0050 (1st Reading).
- D. Resolution Approving Sale and Development Agreement at 725 Plainview Lane
- E. Resolution Authorizing Action on Tax Forfeited Properties - Assessments

MAYOR AND COUNCIL REPORTS

CITY MANAGER REPORT

APPROVAL OF CLAIMS

- A. Resolution Approving Claims
 - (1) Presentation of Claims Over \$25,000

ADJOURNMENT – 6:54 PM

Dated August 10, 2026

Daphney Maras
Council Secretary

5C - Licenses and Permits

Council Approval 08-24-2026

All Licenses Listed Are Located In Albert Lea Unless Otherwise Indicated

LOW-POTENCY HEMP (LPH)

Malik 1, LLC

CLUB ON-SALE/SUNDAY LIQUOR

American Legion

FOE Aerie 2258 DBA Eagles Club

TREE TRIMMER

Asian Man Tree Worker - Marshall, MN

ON-SALE/SUNDAY LIQUOR

Green Mill Albert Lea

Cento Woodfire Pizza

ORDINANCE 26-158

Introduced by Councilor

ORDINANCE AMENDING ZONING AND THE LANDUSE MAP FROM LIMITED INDUSTRIAL (I-1) TO SINGLE-FAMILY RESIDENCE (R-1) FOR PARCEL NUMBERS 34.059.0920, 34.059.0930, 34.059.0990, 34.059.0970, 34.059.0980, 34.059.0950, 34.059.0960, 34.059.0940, 34.059.0360, and 34.659.0050

THE CITY COUNCIL OF ALBERT LEA, MINNESOTA ORDAINS:

WHEREAS, the City of Albert Lea initiated the process to rezone several parcels along Plainview Lane and Lincoln Avenue from Limited Industrial (I-1) to Single-Family Residence (R-1) to eliminate the legal non-conforming status; and

WHEREAS, notice of public hearing on the re-zoning described above was published in the Official City Newspaper as required by law; and

WHEREAS, the Planning Commission held a public hearing on August 4, 2026, and recommended approval of re-zoning the properties from Limited Industrial (I-1) to Single-Family Residence (R-1), and

WHEREAS, the Albert Lea City Council finds that the re-zoning is reasonable and compatible with the general zoning requirements of the Single-Family Residence District (R-1); and

WHEREAS, Albert Lea's zoning map is to be amended by ordinance and approved by the City Council.

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

Sec. 1. That the above-described properties be re-zoned from Limited Industrial (I-1) to Single-Family Residence (R-1).

That the motion for adoption of the foregoing ordinance was duly seconded by Councilor and upon a vote being taken thereon, the following voted in favor thereof: Councilors Christensen, Baker, Herman, Olson, Van Beek, Anderson and Mayor Murray;

And, the following voted against the same: None.

Introduced and read the first time on this 10th day of August 2026

Introduced and read the second time on this 24th day of August 2026

Mayor Rich Murray

Filed and attested this 25th day of August, 2026

Secretary Pro Tem

RESOLUTION 26-

Introduced by Councilor

RESOLUTION DECLARING PROPERTY WITHOUT PUBLIC PURPOSE AND WAIVING
PLANNING COMMISSION REVIEW

WHEREAS, the City of Albert Lea (“City”) currently owns real property described herein (the “Property”) and legally described as:

- PID R34.001.4470: 338 Broadway Avenue South - All of Lot 1 and that portion of Lot 2 which lies South of a line parallel with and 72 feet and 8 inches north of the South line of said Lot 1, all in Block 30, and lying and being in the City of Albert Lea, Freeborn County, Minnesota.

WHEREAS, the City Council authorized the city manager to advertise for proposals for the development of the Property through a Request for Proposals in accordance with City Code Sec. 2.125 (a); and

WHEREAS, the City received a general proposal and has agreements for purchase and development of the Property; and

WHEREAS, the City does not currently nor does it intend to use the Property for any public purpose and the proposed use of the Property is similar to or will not interfere with the neighboring property uses, and, therefore, the sale of the Property has no relationship to the comprehensive municipal plan; and

WHEREAS, the City Council held a public hearing on August 24th, 2026 as required by City Charter Sec. 12.05 and City Code Sec. 2.125 (b).

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

Sec. 1. That the proposed uses of the Property adhere to the comprehensive municipal plan, and therefore, the Council waives the planning commission review, in accordance with Minn. Stat. § 462.356, subd. 2.

Sec. 2. That the notice and public hearing requirements of City Charter Sec. 12.05 and City Code Sec. 2.125 have been met, allowing the Council to proceed with the disposal of the Property.

Sec. 3. The Property has no further intended public purpose that requires City ownership.

Sec. 4. The Mayor and City Manager are authorized to execute all documents to dispose the Property described above.

That the motion for the adoption of the foregoing resolution was duly seconded by Councilor , and upon a vote being taken thereon, the following voted in favor thereof: Councilors Christensen, Baker, Herman, Olson, Van Beek, Anderson and Mayor Murray;

And, the following voted against the same: None. Mayor Murray declared the motion passed.

Introduced and passed this 24th day of August, 2026

Mayor Rich Murray

Filed and attested this 25th day of August, 2026

Secretary Pro Tem

RESOLUTION 26-

Introduced by Councilor

RESOLUTION ACCEPTING DONATIONS AS PRESENTED
TO THE CITY OF ALBERT LEA

WHEREAS, The City of Albert Lea is generally authorized to accept donations pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens.

WHEREAS, individual persons and/or entities have offered to contribute donation(s) as set forth below to the city:

<u>Donation/Donors</u>	<u>Amount or Item</u>
Friends of the Albert Lea Public Library	\$6,276.31 to the Albert Lea Public Library

WHEREAS, the City Council finds that it is appropriate to accept the donation offered.

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

Sec. 1. That the donation described is accepted and

Sec. 2. The City of Albert Lea is hereby directed to issue receipts to the donor acknowledging the City's receipt of the donation.

That the motion for the adoption of the foregoing resolution was duly seconded by Councilor , and upon a vote being taken thereon, the following voted in favor thereof: Councilors Christensen, Baker, Herman, Olson, Van Beek, Anderson, and Mayor Murray; and, the following voted against the same: None.

Introduced and passed this 24th day of August, 2026

Mayor Rich Murray

Filed and attested this 25th day of August, 2026

Secretary Pro Tem

Friends of the Albert Lea Public Library Donations
June through August 2026

Month	Purpose/Use of Funds	Amount
June 2026	Early Literacy Programs	\$434.81
June 2026	Tween and Teen Summer Reading Program	\$102.53
June 2026	Adult Summer Reading Program	\$390.00
June 2026	Programs for Elementary School-Aged Children	\$1,514.99
June 2026	Thursday Performers	\$2,920.00
June 2026	All Ages Programs	\$138.76
July 2026	Self-Directed Activities	\$199.50
July 2026	Tween and Teen Programs	\$75.72
August 2026	Writing Workshops	\$500.00

Total: \$6,276.31

CITY OF ALBERT LEA
RESOLUTION 26-

Introduced by Councilor

RESOLUTION REGARDING THE SUPPORT OF A MINNESOTA FORWARD FUND
APPLICATION IN CONNECTION WITH JONNY POPS LLC

WHEREAS, the City of Albert Lea, Minnesota (the "City"), desires to assist Jonny Pops, a LLC, which is proposing to construct a facility in the City and purchase machinery and equipment; and,

WHEREAS, the City of Albert Lea understands that Jonny Pops, through and with the support of the City, intends to submit or has submitted to the Minnesota Department of Employment and Economic Development an application for an award from the Minnesota Forward Fund program; and,

WHEREAS, the City of Albert Lea held a city council meeting on August 24, 2026, to consider this matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ALBERT LEA MINNESOTA

After due consideration, the Mayor and Council, hereby adopts the following findings of fact related to the project proposed by Jonny Pops and its application for an award and/or rebate from the Minnesota Forward Fund Program and express their approval.

The City Council hereby finds and adopts the reasons and facts supporting the following findings of fact for the approval of the Minnesota Forward Fund program application:

Sec1. Finding that the project is in the public interest because it will encourage the growth of commerce and industry, prevent the movement of current or future operations to locations outside Minnesota, result in increased employment in Minnesota, and preserve or enhance the state and local tax base:

Site selection included areas outside the State of Minnesota, including Iowa and North Dakota. The number of jobs is estimated to be 100+ new to the area and to Minnesota.

Sec 2. Finding that the proposed project, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.

Collaboration on land sale with the Albert Lea Port Authority, TIF opportunities and other tax credits for selecting the proposed site make other risks related to adequate staffing in operations and unpredictable construction costs more manageable.

Sec 3. Finding that the proposed project conforms to the general plan for the development or redevelopment of the city as a whole.

The site being targeted is zoned for industrial development, including food processing. The City's waste treatment facility has capacity and the collection system is more than

adequate.

Sec 4. Finding that the proposed project will afford maximum opportunity, consistent with the sound needs of the city as a whole, for the redevelopment or development of the project by private enterprise.

The City has a history of supporting food and agriculture production with a stable and experienced workforce. The number of jobs created can be absorbed and further supported with continued housing efforts within the community. The use of utilities should not trigger immediate upgrades or expansions of said utilities in any significant way.

That the motion for the adoption of the foregoing resolution was duly seconded by Councilor , and upon a vote being taken thereon, the following voted in favor thereof: Councilors Christensen, Baker, Herman, Olson, Van Beek, Anderson, and Mayor Murray; and, the following voted against the same: None.

Introduced and passed this 24th day of August, 2026

Mayor Rich Murray

Filed and attested this 25th day of August, 2026

Secretary Pro Tem

RESOLUTION 26

Introduced by Councilor

RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT OF DRESS
SECOND ADDITION

WHEREAS, Chapter 38 (Subdivision) of the City Code allows for the platting of land within in the City that will provide harmonious development, coordinated layouts, proper arrangements of streets and utilities, and adequate provisions for water, sewer, drainage and other sanitary facilities; and

WHEREAS, the Planning Commission held a public hearing on May 5, 2026 and reviewed the preliminary plat of Dress Second Addition in accordance with Chapter 38 of the City Code;

WHEREAS, the Planning Commission and recommends approval of the preliminary and final plat of Dress Second Addition contingent upon the applicant providing evidence of title status including encumbrances and easements; and

WHEREAS, the final plat is to conform to evidence of title provided;

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

Sec. 1. That the final plat of Dress Second Addition, prepared by Jones, Haugh & Smith Inc dated August, 2026 is approved contingent upon the above stated.

That the motion for the adoption of the foregoing resolution was duly seconded by Councilor , and upon a vote being taken thereon, the following voted in favor thereof: Councilors Christensen, Baker, Herman, Olson, Van Beek, Anderson, and Mayor Murray;

And the following voted against the same: None. Mayor Murray declared the resolution passed.

Introduced and passed this 24th day of August, 2026

Mayor Rich Murray

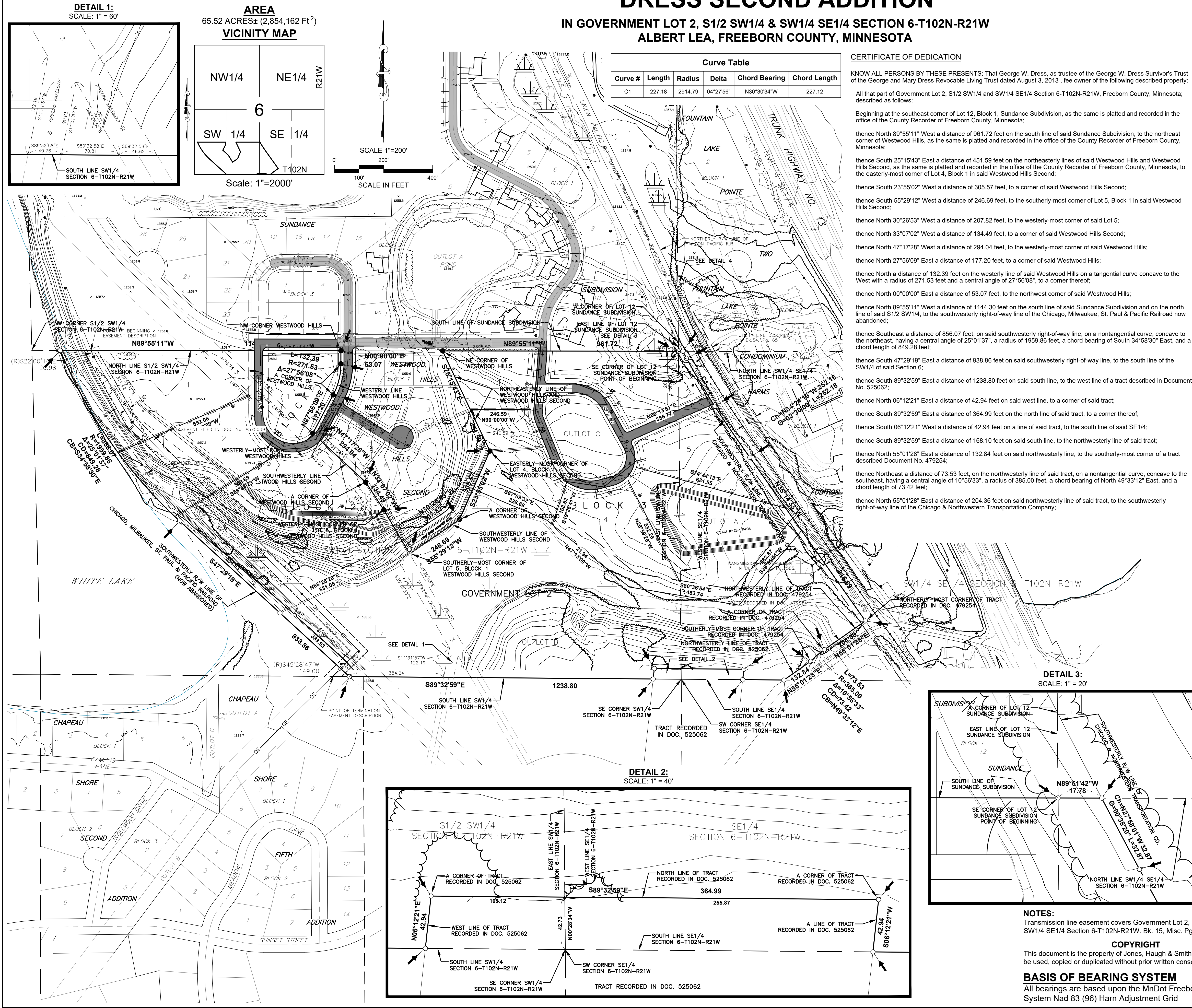
Filed and attested this 25th day of August, 2026

Secretary Pro Tem

PRELIMINARY PLAT

DRESS SECOND ADDITION

IN GOVERNMENT LOT 2, S1/2 SW1/4 & SW1/4 SE1/4 SECTION 6-T102N-R21W
ALBERT LEA, FREEBORN COUNTY, MINNESOTA



Continued

thence North 35°14'33" West a distance of 816.69 feet on said southwesterly right-of-way line, to a beginning of a Euler spiral curve;

thence northwesterly on said Euler spiral curve a distance of 252.18 feet on said southwesterly right-of-way line and having a theta angle of 02°30'00", a chord bearing of North 34°24'19" West, and a chord distance of 252.16 feet;

thence Northwest a distance of 227.18 feet, on said southwesterly right-of-way line, on a nontangential curve, concave to the northeast, having a central angle of 04°27'56", a radius of 2914.79 feet, a chord bearing of North 30°30'34" West, and a chord length of 227.12 feet, to a beginning of a Euler spiral curve;

thence northwesterly on said Euler spiral curve a distance of 32.87 feet on said southwesterly right-of-way line and having a theta angle of 00°38'20", a chord bearing of North 27°58'01" West, and a chord distance of 32.87 feet, to the north line of said SW1/4 SE1/4;

thence North 89°51'42" West a distance of 17.78 feet on said north line, to the point of beginning.

Has caused the same to be surveyed and platted as DRESS SECOND ADDITION and does hereby dedicate to the public for public use the public way(s) and/or the drainage and utility easement(s) as created by this plat.

In witness whereof said George W. Dress, as trustee of the George W. Dress Survivor's Trust of the George and Mary Dress Revocable Living Trust dated August 3, 2013, have hereunto set their hands this ____ day of _____, 2026.

George Dress, Trustee

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by George W. Dress, as trustee of the George W. Dress Survivor's Trust of the George and Mary Dress Revocable Living Trust dated August 3, 2013.

(Notary Signature) _____ Notary Public, Freeborn County, Minnesota

(Notary Printed Name) _____ My Commission expires _____

SURVEYOR'S CERTIFICATE

I, Steven J. Thompson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designed on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wetlands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated ____ day of _____, 2026.

Licensed Land Surveyor
Minnesota Licensed No. 22705

STATE OF MINNESOTA
COUNTY OF FREEBORN

This Instrument was acknowledged before me on this ____ day of _____, 2026 by Steven J. Thompson.

My Commission Expires _____, Notary Public

CITY APPROVAL

We do hereby certify that the within plat of DRESS SECOND ADDITION was duly accepted and approved by the City Council of the City of Albert Lea, on the ____ day of _____, 2026.

Mayor

Attest:
City Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 2026.

Deputy Freeborn County Surveyor

COUNTY AUDITOR & TREASURER CERTIFICATE

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2026 on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 2026.

County Auditor & Treasurer, Freeborn County, MN

COUNTY RECORDER'S CERTIFICATE

County Recorder, County of Freeborn, State of Minnesota

I hereby certify that this plat of DRESS SECOND ADDITION was filed in the office of the County Recorder for public record on this ____ day of _____, 2026, at ____ o'clock ____ M., and was duly filed in Book ____ of Plats, Page ____ as Document Number ____.

County Recorder, Freeborn County, Minnesota

By: _____
Deputy

DRESS SECOND ADDITION

IN GOVERNMENT LOT 2, S1/2 SW1/4 & SW1/4 SE1/4 SECTION 6-T102N-R21W
ALBERT LEA, FREEBORN COUNTY, MINNESOTA

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	227.18	2914.79	04°27'56"	N30°30'34"W	227.12

CERTIFICATE OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That George W. Dress, as trustee of the George W. Dress Survivor's Trust of the George and Mary Dress Revocable Living Trust dated August 3, 2013, fee owner of the following described property:

All that part of Government Lot 2, S1/2 SW1/4 and SW1/4 SE1/4 Section 6-T102N-R21W, Freeborn County, Minnesota; described as follows:

Beginning at the southeast corner of Lot 12, Block 1, Sundance Subdivision, as the same is platted and recorded in the office of the County Recorder of Freeborn County, Minnesota;

thence North 89°55'11" West a distance of 961.72 feet on the south line of said Sundance Subdivision, to the northeast corner of Westwood Hills, as the same is platted and recorded in the office of the County Recorder of Freeborn County, Minnesota;

thence South 25°15'43" East a distance of 451.59 feet on the northeasterly lines of said Westwood Hills and Westwood Hills Second, as the same is platted and recorded in the office of the County Recorder of Freeborn County, Minnesota, to the easterly-most corner of Lot 4, Block 1 in said Westwood Hills Second;

thence South 23°55'02" West a distance of 305.57 feet, to a corner of said Westwood Hills Second;

thence South 55°29'12" West a distance of 246.69 feet, to the southerly-most corner of Lot 5, Block 1 in said Westwood Hills Second;

thence North 30°26'53" West a distance of 207.82 feet, to the westerly-most corner of said Lot 5;

thence North 33°07'02" West a distance of 134.49 feet, to a corner of said Westwood Hills Second;

thence North 47°17'28" West a distance of 294.04 feet, to the westerly-most corner of said Westwood Hills;

thence North 27°56'09" East a distance of 177.20 feet, to a corner of said Westwood Hills;

thence North a distance of 132.39 feet on the westerly line of said Westwood Hills on a tangential curve concave to the West with a radius of 271.53 feet and a central angle of 27°56'08", to a corner thereof;

thence North 00°00'00" East a distance of 53.07 feet, to the northwest corner of said Westwood Hills;

thence North 89°55'11" West a distance of 1144.30 feet on the south line of said Sundance Subdivision and on the north line of said S1/2 SW1/4, to the southwesterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad now abandoned;

thence Southeast a distance of 856.07 feet, on said southwesterly right-of-way line, on a nontangential curve, concave to the northeast, having a central angle of 25°01'37", a radius of 1959.86 feet, a chord bearing of South 34°58'30" East, and a chord length of 849.28 feet;

thence South 47°29'19" East a distance of 938.86 feet on said southwesterly right-of-way line, to the south line of the SW1/4 of said Section 6;

thence South 89°32'59" East a distance of 1238.80 feet on said south line, to the west line of a tract described in Document No. 525062;

thence North 06°12'21" East a distance of 42.94 feet on said west line, to a corner of said tract;

thence South 89°32'59" East a distance of 364.99 feet on the north line of said tract, to a corner thereof;

thence South 06°12'21" West a distance of 42.94 feet on a line of said tract, to the south line of said SE1/4;

thence South 89°32'59" East a distance of 168.10 feet on said south line, to the northwesterly line of said tract;

thence North 55°01'28" East a distance of 132.84 feet on said northwesterly line, to the southerly-most corner of a tract described Document No. 479254;

thence Northeast a distance of 73.53 feet, on the northwesterly line of said tract, on a nontangential curve, concave to the southeast, having a central angle of 10°56'33", a radius of 385.00 feet, a chord bearing of North 49°33'12" East, and a chord length of 73.42 feet;

thence North 55°01'28" East a distance of 204.36 feet on said northwesterly line of said tract, to the southwesterly right-of-way line of the Chicago & Northwestern Transportation Company;

thence North 35°14'33" West a distance of 816.69 feet on said southwesterly right-of-way line, to a beginning of a Euler spiral curve;

thence northwesterly on said Euler spiral curve a distance of 252.18 feet on said southwesterly right-of-way line and having a theta angle of 02°30'00", a chord bearing of North 34°24'19" West, and a chord distance of 252.16 feet;

thence Northwest a distance of 227.18 feet, on said southwesterly right-of-way line, on a nontangential curve, concave to the northeast, having a central angle of 04°27'56", a radius of 2914.79 feet, a chord bearing of North 30°30'34" West, and a chord length of 227.12 feet, to a beginning of a Euler spiral curve;

thence northwesterly on said Euler spiral curve a distance of 32.87 feet on said southwesterly right-of-way line and having a theta angle of 00°38'20", a chord bearing of North 27°58'01" West, and a chord distance of 32.87 feet, to the north line of said SW1/4 SE1/4;

thence North 89°51'42" West a distance of 17.78 feet on said north line, to the point of beginning.

Has caused the same to be surveyed and platted as DRESS SECOND ADDITION and does hereby dedicate to the public for public use the public way(s) and/or the drainage and utility easement(s) as created by this plat.

In witness whereof said George W. Dress, as trustee of the George W. Dress Survivor's Trust of the George and Mary Dress Revocable Living Trust dated August 3, 2013, have hereunto set their hands on this _____ day of _____, 2026.

George Dress, Trustee

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2026 by George W. Dress, as trustee of the George W. Dress Survivor's Trust of the George and Mary Dress Revocable Living Trust dated August 3, 2013.

(Notary Signature) _____

Notary Public, Freeborn County, Minnesota

(Notary Printed Name) _____

My Commission expires _____

SURVEYOR'S CERTIFICATE

I, Steven J. Thompson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designed on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wellheads, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated _____ day of _____, 2026.

Licensed Land Surveyor
Minnesota Licensed No. 22705

STATE OF MINNESOTA
COUNTY OF FREEBORN

This Instrument was acknowledged before me on this _____ day of _____, 2026 by Steven J. Thompson.

My Commission Expires _____, Notary Public

CITY APPROVAL

We do hereby certify that the within plat of DRESS SECOND ADDITION was duly accepted and approved by the City Council of the City of Albert Lea, on this _____ day of _____, 2026.

Mayor
Attest: _____
City Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved on this _____ day of _____, 2026.

Deputy Freeborn County Surveyor

COUNTY AUDITOR & TREASURER CERTIFICATE

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2026 on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered on this _____ day of _____, 2026.

County Auditor & Treasurer, Freeborn County, MN

COUNTY RECORDER'S CERTIFICATE

County Recorder, County of Freeborn, State of Minnesota

I hereby certify that this plat of DRESS SECOND ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 2026, at _____ o'clock _____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

County Recorder, Freeborn County, Minnesota

By: _____
Deputy

LEGEND

- = 5/8 Inch X 16 Inch iron stake monument (capped SJT 22705)-Placed
- = Iron stake monument - Found
- ⊙ = Subdivision Plat Corner
- ⊕ = Utility Easement
- R = Recorded Dimension

NOTES:
Transmission line easement covers Government Lot 2, SE1/4 SW1/4 & SW1/4 SE1/4 Section 6-T102N-R21W. Bk. 15, Misc. Pg. 585.

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BASIS OF BEARING SYSTEM

All bearings are based upon the MnDot Freeborn County Coordinate System Nad 83 (96) Harn Adjustment Grid

JONES, HAUGH & SMITH INC.

CONSULTING ENGINEERS & LAND SURVEYORS
515 SOUTH WASHINGTON AVENUE ALBERT LEA,
MINNESOTA 56007

AUGUST 2026

DRAWN BY ANDY MCGOWAN

RESOLUTION 26

Introduced by Councilor

RESOLUTION APPROVING PURCHASE AGREEMENT FOR 338 BROADWAY AVENUE
SOUTH AND AUTHORIZING SALE TO ASTRA COMMONS

WHEREAS, the City of Albert Lea ("City") currently owns real property described in Exhibit A, which is attached and incorporated herein (the "Property"); and

WHEREAS, the City prioritizes developing property to the best and highest use if it is not serving a public purpose.

WHEREAS, the City Council has determined the offer in the purchase agreement is that highest and best use.

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

Sec. 1. That the sale of the Property is authorized, on the conditions contained in the Agreement attached hereto as Exhibit A, and

Sec. 2. That the City Manager is authorized and directed to execute any deeds, conveyances, purchase agreements, or other instruments or documents necessary to carry out the authorized sale of the Property.

That the motion for the adoption of the foregoing resolution was duly seconded by Councilor , and upon a vote being taken thereon, the following voted in favor thereof: Councilors Christensen, Baker, Herman, Olson, Van Beek, Anderson, and Mayor Murray;

And the following voted against the same: None. Mayor Murray declared the resolution passed.

Introduced and passed this 24th day of August, 2026

Mayor Rich Murray

Filed and attested this 25th day of August, 2026

Secretary Pro Tem

COMMERCIAL REAL ESTATE **PURCHASE AGREEMENT**

This Agreement is entered into as of the ____ day of _____, 2026 (the “**Effective Date**”), by and between the City of Albert Lea, a Minnesota municipal corporation (“**Seller**”), and Astra Commons, LLC , an Iowa Limited Liability Company, or its assigns (“**Buyer**”).

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. **SALE OF PROPERTY:** Upon the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell, convey and transfer to Buyer, and Buyer agrees to purchase and acquire from Seller, free and clear of any encumbrances other than Permitted Encumbrances (as hereafter defined), all of Seller's right, title and interest in and to the following property (collectively, the "**Property**"):

The legal description of the real property is shown on the attached Exhibit A.

The street addresses of the Property are: 310, 314, 324, 332 and 338
Broadway Ave. S., Albert Lea,
MN 56007

The tax parcel identification numbers of the Property are:

- R34.001.4511
- R34.001.4520
- R34.001.4490
- R34.001.4480
- R34.001.4470

The Property shall include any improvements and fixtures owned by the Seller on the subject premises, and all Seller's right, title and interest in and to all leases and easements related to the subject premises; subject to the obligation of the Seller to terminate all leases related to the Property pursuant to Section 10 below.

The real property located at 310 and 314 Broadway Ave. currently contains commercial buildings. The real property located at 324, 332 and 338 Broadway Ave. previously contained commercial buildings which have been demolished and these three parcels are currently bare lots.

2. **PURCHASE PRICE:** The total purchase price (“**Purchase Price**”) to be paid by Buyer to Seller for the Property shall be Four Hundred Thousand and no/100 Dollars (\$400,000.00). The Purchase Price shall be payable as follows:

- a. The sum of Five Thousand and no/100 Dollars (\$5,000.00) as earnest money (the “**Earnest Money**”), which Earnest Money shall be deposited within ten (10) days

after the Effective Date in the non-interest bearing trust account of the Seller's attorney. The Earnest Money shall be applied to the Purchase Price at the Closing.

- b. The sum of Ninety - Five Thousand and no/100 Dollars (\$95,000.00) in cash or other certified funds on the Closing Date.
- c. The sum of Three Hundred Thousand and no/100 Dollars (\$300,000) in land write down shall be provided in a Development Agreement.

2A. DEVELOPMENT AGREEMENT. During the Due Diligence Period, the parties will work in good faith to reach an agreement on the terms of a mutually acceptable development agreement for the re-development of the Property. The development agreement shall provide final terms of purchase, plans including aesthetic improvements and historic compliance, tax incentives, grants and necessary financial targets for development. Transfer of property will not occur without a development agreement. The parties acknowledge and agree that the terms of this Section 2A in no way require either party to enter into a development agreement unless and until the terms and conditions of said development agreement are acceptable to both parties.

3. DUE DILIGENCE PERIOD:

a. Commencing on the Effective Date and ending at 5:00 p.m. CST on the date which is one hundred and eighty (180) days after the Effective Date (the "**Due Diligence Period**"), the Buyer shall conduct any and all testing, inspections, surveys, investigations, feasibility studies, document review and other due diligence related to the Property and the Buyer's intended use and development of the Property which the Buyer in its sole discretion deems necessary.

During the Due Diligence Period, the parties agree to work in good faith in an effort to create a mixed use (commercial, residential and parking) project that meets the needs and expectations of the Seller and Buyer and which is ready to implement promptly after the Closing. This in no way limits the Buyer's ability to terminate this Agreement if Buyer is not satisfied, in its sole discretion, with the results of its due diligence review or the suitability of the Property for Buyer's intended use and development.

b. During the Due Diligence Period, Seller shall provide Buyer all leases, contracts, permits, environmental reports, soil reports, engineering reports, geotechnical reports, surveys, floodplain maps, physical condition reports, insurance claim histories, and any other reports and records related to the Property, if any, which are in Seller's possession. Buyer shall conduct and obtain all testing, inspections, investigations, document review and other due diligence desired by Buyer, in Buyer's sole discretion, at Buyer's sole expense. Buyer shall be allowed reasonable access to the Property during normal daylight hours to conduct any testing, inspections and investigations. Buyer shall indemnify, defend and hold the Seller harmless from any personal injuries or property damage which is caused by Buyer's testing, inspections and investigations of the Property; provided, however, that nothing herein shall be deemed to require Buyer to indemnify, defend or hold the Seller harmless from liability for preexisting or discovered conditions.

c. Buyer shall repair and restore any damage to the Property caused by or occurring during Buyer's testing and return the Property to substantially the same condition as existed prior to such entry. During the Due Diligence Period, Buyer shall be authorized to perform intrusive testing, soil borings and other environmental samplings of the Property if Buyer deems it necessary or desirable. The term "intrusive testing" shall mean any testing, inspection or investigation that changes the buildings on the Property from their original condition, including but not limited to, puncturing holes in the walls, floors or roof.

d. In the event Buyer, in its sole discretion, is not satisfied with the results of its due diligence review or the suitability of the Property for Buyer's intended use and development, in Buyer's sole discretion, Buyer may terminate this Agreement by written notice to Seller prior to the expiration of the Due Diligence Period. In the event Buyer fails to provide such written notice of termination, then the Earnest Money shall become non-refundable. In the event Buyer provides such written notice of termination to the Seller, then this Agreement shall become null and void and terminated. Upon such termination, the Earnest Money shall be returned to Buyer, the parties shall sign a mutual cancellation of this Agreement, and upon such return of the Earnest Money and the signing of a cancellation the parties will have no further rights or obligations regarding this Agreement.

4. BUYER'S CONTINGENCIES: Buyer's obligations under this Agreement are contingent upon the following:

a. Due Diligence. Buyer shall have determined in its sole judgment that it is satisfied with the results of its due diligence described in Section 3 above.

b. Representations and Warranties. The representations and warranties of Seller contained in this Agreement must be true now and on the Closing Date as if made on the Closing Date.

c. Title. Title to the Property shall have been found acceptable, or been made acceptable, in accordance with the requirements and terms of Section 7 below.

d. Seller's Obligations. Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement.

e. Material Change in Condition of Property. There will be no material adverse change between the date of this Agreement and the Closing Date in the physical condition of the Property.

f. Development Agreement. Buyer and Seller shall have executed a development agreement upon terms which are acceptable to both parties for the re-development of the Property and the development agreement shall contain terms and conditions as to the redevelopment of existing buildings and historical likeness of new buildings.

g. Combination of Parcels. No advance requirements. Future combinations shall follow City ordinance and standards.

h. Design Guidelines for Redevelopment. Any applicable design guidelines of the Seller for the re-development of the Property shall be acceptable to the Buyer, in the Buyer's sole discretion.

i. Financing Assistance. Seller shall have approved financing assistance for the re-development of the Property upon terms and conditions which are mutually acceptable to Buyer and Seller.

The contingency in Section 4.a. is governed by the terms of Section 3.

In the event any of the contingencies described in Section 4.b through 4.i. have not been satisfied by the Closing Date, then this Agreement shall become null and void and terminated. Upon such termination, all of the Earnest Money shall be returned to the Buyer, the parties shall sign a mutual cancellation of this Agreement and, upon return of all of the Earnest Money and execution of a mutual cancellation of this Agreement, neither party will have any further rights or obligations regarding this Agreement.

All contingencies set forth in this Section 4 are specifically for the sole and exclusive benefit of the Buyer and the Buyer shall have the right to unilaterally waive any contingency by written notice to the Seller.

5. **CLOSING AND POSSESSION DATES:** Subject to the terms and conditions of this Agreement, the closing of the purchase and sale contemplated by this Agreement ("**Closing**") shall occur on the date which on or within thirty (30) days after expiration of the Due Diligence Period, or such earlier date as may be agreed to in writing by the Seller and Buyer ("**Closing Date**"). The Closing shall take place at the law offices of _____ or at such other place as may be agreed to. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

a. *Seller's Closing Documents.* On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "**Seller's Closing Documents**"):

(i) Deed. A warranty deed conveying to Buyer the Property, free and clear of all encumbrances, except the Permitted Encumbrances. The deed shall contain a statement that there are no wells on the Property.

(ii) Seller's Affidavit. An Affidavit by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interest in the Property, together with whatever standard owner's affidavit and/or indemnity which may be required to issue an owner's policy of title insurance.

(iii) FIRPTA Affidavit. A non-foreign affidavit, properly executed and in recordable form, containing such information as is required by IRC Section 1445(b)(2) and its regulations.

(iv) IRS Form. A designation agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099.

(v) Abstract of Title. An Abstract of Title, if any.

(vi) Bring-down Certificate. A bring-down certificate providing that all of the Seller's representations and warranties are true and correct as of the Closing.

(vii) Resolution of the City Council. A resolution of the city council for the Seller which authorizes this transaction and authorizes the mayor, city clerk and any other necessary city official to execute the closing documents.

(viii) Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer the property to Buyer free and clear of all encumbrances except the Permitted Encumbrances.

b. *Buyer's Closing Documents*. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "**Buyer's Closing Documents**"):

(i) Purchase Price. The balance of the Purchase Price set forth in Section 2.b. above, in cash via wire transfer of funds.

(ii) Title Documents. Such affidavits of Buyer, certificate of real estate value or other documents as may be reasonably required in order to record the Seller's Closing Documents and issue any final title insurance policy.

(iii) Resolution of the Buyer. A resolution of the Buyer which authorizes this transaction and authorizes certain officers to execute the closing documents.

(iv) Bring-down Certificate. A bring-down certificate providing that all of the Buyer's representations and warranties are true and correct as of the Closing.

(v) Other Documents. Such affidavits of Buyer or other documents as may be reasonably required by the title insurer in order to close the transaction and record Seller's Closing Documents and issue a title policy.

c. *Prorations and Closing Costs*. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

(i) Title Evidence, Title Insurance and Closing Fee. Buyer shall pay the cost of the title search and the preparation of the title insurance commitment described in Section 7 below. Buyer shall pay the cost of any title insurance premiums. Seller and Buyer will each pay one-half of the reasonable and customary fee of the closing agent to close the transaction.

(ii) Real Estate Taxes and Special Assessments.

- A. Real estate taxes and installments of special assessments payable therewith payable in all years prior to the year of Closing will be paid by Seller.
- B. Seller shall pay, on or before the Closing Date, all special assessments levied, pending or constituting a lien against the Property as of the Closing Date including without limitation any installments of special assessments (including interest payable thereon) which are certified for payment with the real estate taxes in the year of Closing.
- C. Real estate taxes payable in the year of Closing shall be prorated between Seller and Buyer as of the Closing Date based upon a calendar year.
- D. In the event the real estate taxes payable in the year of Closing have not been determined by the Closing, then the proration of taxes shall be based on the proposed taxes and this determination shall be a full and final determination between the Seller and Buyer and shall not be adjusted when the actual taxes are assessed.
- E. Seller shall pay on or before Closing any deferred taxes or deferred assessments against the Property.
- F. In the event Seller receives notice of any actual or threatened special assessments or reassessments of the Property after the date of this Agreement, Seller shall immediately provide such notice to the Buyer. If such notice is issued after the date of this Agreement and on or before the Closing Date, then the parties may agree in writing, on or before the Closing Date, to pay, provide for the payment of or assume the special assessments. In the absence of such agreement, either party may declare this Agreement cancelled by written notice to the other party, or licensee representing or assisting the other party, in which case this Agreement is cancelled. If either party declares this Agreement canceled, Buyer and Seller shall immediately sign a cancellation of purchase agreement confirming said cancellation and directing all Earnest Money paid hereunder to be refunded to Buyer.

(iii) Deed Tax. Seller shall pay all state deed tax regarding the warranty deed to be delivered by Seller under this Agreement

(iv) Recording Costs. Seller will pay the cost of recording all documents necessary to place record title in the condition warranted and required of Seller in this Agreement. Buyer is responsible for the cost of recording the warranty deed and any other documents.

(v) Utilities and Operating Expenses. All utilities and operating expenses related to the Property up to the Closing Date shall be the responsibility of the Seller, and all utilities and operating expenses related to the Property on and after the Closing Date shall be the responsibility of the Buyer.

(vi) Attorneys' Fees. Seller and Buyer shall each pay its own attorneys' fees, except that a party defaulting under this Agreement or any closing document will pay the reasonable attorneys' fees and court costs incurred by the non-defaulting party in enforcing its rights regarding such default.

(vii) Other Costs. All other operating costs of the Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such operating costs attributable to the period before the Closing Date, and Buyer pays that part of such other operating costs attributable to the period on and after the Closing Date.

6. **BROKER'S COMMISSION:** Seller and Buyer represent and warrant to each other that no real estate brokers are entitled to any commission from Buyer or Seller in this transaction. Each party hereto agrees to indemnify, defend and hold the other party harmless from any cost or expense arising from any claims or demands of any broker, agent or finder with whom such party has dealt for any commission or fee alleged to be due in connection with this transaction. The terms and provisions of this Section 6 shall survive the Closing and transfer of title.

7. **TITLE EXAMINATION:** As soon as reasonably possible after execution of this Agreement by all parties, Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or owner's title insurance policy provided shall be immediately returned to Seller in the event of the cancellation of this Agreement.

Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including but not limited to title searches, title examinations, abstracting, a title insurance commitment or any attorney's title opinion (the "**Title Evidence**") at Buyer's selection and cost and provide a copy to Seller. Buyer shall be responsible for the cost of any title insurance premium which it wishes to purchase.

Prior to the expiration of the Due Diligence Period, the Buyer will make written objections ("**Objections**") to the form and/or contents of the Title Evidence. Buyer's failure to make Objections prior to the expiration of the Due Diligence Period will constitute waiver of Objections. Any matter shown on such Title Evidence and not objected to by the Buyer shall be a "**Permitted Encumbrance**" under this Agreement. Seller will have sixty (60) days after receipt of any Objections to cure the Objections, during which period the Closing will be postponed as necessary. If the Objections are not cured within such 60-day period, Buyer will have the option to do the following: (a) terminate this Agreement and receive a refund of the Earnest Money; or (b) waive the Objections and proceed to close, in which case the Objections will then become Permitted Encumbrances.

8. **OPERATIONS PENDING CLOSING:**

(a) After the expiration of the Due Diligence Period but prior to the Closing Date, Seller will not, without the prior written consent of Buyer, enter into or agree to enter into any lease or other agreement concerning occupancy or use of any portion of the Property, other agreements concerning operation or ownership of the Property, or any modification, amendment, or cancellation of any existing contract or other agreement relating to the Property, without the prior written approval of Buyer.

(b) Through and including the Closing Date, Seller will, at Seller's sole cost and expense:

- (i) keep all existing insurance policies affecting the Property or any portion thereof in full force and effect;
- (ii) keep in full force and effect and/or renew all permits and licenses, if any, pertaining to Seller's ownership or operation of the Property or any portion thereof in substantially the same manner as Seller currently maintains such permits and licenses;
- (iii) continue to provide all services currently provided by Seller with respect to the Property or any portion thereof, and to continue to operate, manage, and maintain the Property in substantially the same manner as Seller currently operates, manages, and maintains the Property; and
- (iv) keep Buyer timely advised of any repairs or improvements required to keep the Property or any portion thereof in the condition required by this Agreement, which cost in excess of \$25,000.00.

(c) Seller will give Buyer written notice of any citation or other notice which Seller receives, subsequent to the date of this Agreement, from any governmental authority concerning any alleged violation of any law, ordinance, code, rule, regulation or order regulating the Property or the use thereof. Seller will pay in full, prior to the Closing Date, all bills and invoices for labor, materials and services relating to the Property which are attributable to the period prior to the Closing Date, subject to Closing proration described in Section 5 above, and which Buyer is not otherwise responsible for paying pursuant to this Agreement.

9. CONTRACTS. Within five (5) days after the date of this Agreement, Seller shall provide Buyer with a copy of any contracts (other than leases) related to the operation of the Property, if in Seller's possession. Prior to the expiration of the Due Diligence Period, Buyer shall provide Seller with written notice as to whether Buyer desires to assume any of said contracts and if so, Seller shall assign said contracts to the Buyer at the Closing. At the Closing, Buyer will pay or reimburse Seller for any portion of the fees which have been paid by the Seller on said contracts which are attributable to the period from

and after the Closing Date. Any other contracts related to the Property shall be terminated by the Seller prior to the Closing.

10. LEASES. The Property is not subject to leases.

11. REPRESENTATIONS AND WARRANTIES BY SELLER. Seller represents and warrants to Buyer as follows:

a. Organization; Authority. Seller is a municipal corporation created under the laws of the State of Minnesota and is duly qualified and in good standing to transact business in the State of Minnesota. Seller has the requisite organizational power and authority to execute and perform this Agreement and any Seller's Closing Documents to be signed by it; such documents have been (or will be prior to Closing) duly authorized by all necessary action on the part of Seller and its city council and at the Closing shall have been duly executed and delivered; such execution, delivery, and performance by Seller of such documents does not conflict with or result in a violation of Seller's statutory or charter authority, any judgment, order, or decree of any court or arbiter to which Seller is a party, or any agreement by which Seller is bound; and such documents are and shall be valid and binding obligations of Seller, enforceable in accordance with their terms.

b. Title. Seller has good, marketable and merchantable title to the Property.

c. Sewer and Water. Seller certifies that the Property is served by municipal sewer and water.

d. Wells and Underground Tanks. Seller certifies that it knows of no wells on the Property, nor does it know of any underground tanks on the Property.

e. Wetlands. Seller certifies that there are no wetlands, on or affecting the Property.

f. Methamphetamine Disclosure. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

g. Construction Liens. All labor and materials which have been provided to the Property prior to the Closing Date will be fully paid by Seller prior to the Closing Date.

h. Litigation. No litigation or other proceedings are pending or, to Seller's knowledge threatened with respect to the Property.

i. Rights of Others to Purchase Property. Seller has not entered into any other contracts, agreements or understandings, whether oral or written, for the sale of all or any portion of the Property, there are no existing rights of first refusal or options to purchase all or any portion of the Property, or any other rights of others that might prevent the consummation of this agreement.

j. Condemnation. Seller has not received any notice of any pending condemnation, eminent domain or other similar action, suit or proceeding that would affect the Property.

k. Compliance with Laws. To the best of Seller's knowledge, the various purposes for which the Property is presently being used are permitted as of right under all applicable zoning legal requirements.

l. FIRPTA. Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate," as those terms are defined in Section 1445 of the Internal Revenue Code.

m. Leases. From and after the Closing Date there will be no rental, lease, or other commissions payable to any person or entity with respect to any prior leases.

n. Contracts. Seller either has made available or will make available to Buyer during the Due Diligence Period a correct and complete copy of any contracts related to the Property and their amendments. To the best knowledge of Seller, neither Seller, nor any other party to the contracts, is in default under the contracts. Seller has not received any notice of default under any contracts which remains uncured.

o. Permits and Licenses. Seller has made available or will make available to Buyer during the Due Diligence Period a correct and complete copy of all permits and licenses related to the Property. The permits and licenses are in full force and effect, and to the best knowledge of Seller, Seller is not in default under the permits or licenses. Seller has not received any notice of default under or any violation of any permits or licenses which remains uncured.

p. Assessments. Seller has not received any notice of any actual or threatened special assessments or reassessments of the Property.

q. Agents and Employees. No management agents or other personnel employed in connection with the operation of the Property have the right to continue such employment after the Closing Date. There are no claims for brokerage or leasing commissions or other payments with respect to the Property, including leases, which will survive and remain unpaid after the Closing Date.

r. Environmental Laws. During the period of ownership by Seller, to the best of Seller's knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601-9657, as amended) have been generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on the Property, nor has any activity been undertaken on the Property that would cause or contribute to (i) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 et seq., or any similar state law or local ordinance, (ii) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (iii) the discharge of pollutants or effluents into any water source or system, the dredging or filling

of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., or the Clean Air Act, 42 U.S.C. § 7401 et seq., or any similar state law or local ordinance. To the best of Seller's knowledge, there are no substances or conditions in or on the Property that may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. 115B ("MERLA") and the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. 115C. Seller has disclosed to Buyer (or will do so during the Due Diligence Period) all environmental reports and studies with respect to the Property, which are in Seller's possession.

s. Miscellaneous. The representations and warranties in this Section 11 will survive the Closing for a period of one (1) year. In the event Buyer closes on the purchase of the Property with knowledge of any breach of a representation or warranty by the Seller, then Buyer shall be deemed to have waived such representation or warranty.

12. REPRESENTATIONS AND WARRANTIES BY BUYER. Buyer represents and warrants to Seller that Buyer is a Limited Liability Company under the laws of the State of Iowa and is duly qualified and in good standing to transact business in the State of Minnesota; that Buyer has the power and authority to execute this Agreement and any Buyer's Closing Documents signed by it; that this Agreement and all such documents have been duly authorized by all necessary company action on the part of Buyer and at the Closing shall have been duly executed and delivered; that the execution, delivery, and performance by Buyer of such documents does not conflict with or violate Buyer's organizational documents, or any judgment, order or decree of any court or arbiter or any agreement by which Buyer is bound; and that all such documents are valid and binding obligations of Buyer and are enforceable in accordance with their terms. The representations and warranties in this Section 12 will survive the Closing for a period of one (1) year. In the event Seller closes on the sale of the Property with knowledge of any breach of a representation or warranty by the Buyer, then Seller shall be deemed to have waived such representation or warranty.

13. CONDEMNATION AND DAMAGE TO PROPERTY: If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may re-inspect the Property and may, by written notice to Seller within fifteen (15) days after receiving Seller's notice, terminate this Agreement and receive a full refund of the Earnest Money. Unless this Agreement is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of Seller's right, title and interest in and to any condemnation proceeds that may be made for any taking.

Until completion of the Closing and delivery of possession, all risk of loss is on the Seller. If, before Closing, all or any part of the Property is damaged or destroyed by fire or other casualty, the Seller shall promptly notify the Buyer of the damage. If the Seller and Buyer do not reach a mutual agreement as to the repair of the damage prior to the Closing Date, then either party has the right to cancel this Purchase Agreement and all Earnest Money shall be returned to the Buyer.

14. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this Agreement if

a. If Seller defaults, Buyer may either: (1) terminate this Agreement by written notice to

b. If Buyer defaults, Seller may terminate this Agreement by written notice to Buyer and

Notwithstanding the preceding terms of this Section 14, in the event Seller or Buyer breaches a

15. ASSIGNMENT: Buyer shall be allowed to assign its rights, duties and obligations under

16. NOTICES: All notices, consents, requests, waivers, objections or other communications

If to Seller: City of Albert Lea
ATTN: _____
221 E. Clark St.
Albert Lea, MN 56007

With a copy to:

If to Buyer: Mobin Khan,
Astra Commons LLC
136 S Dubuque St.,
Iowa City, IA 52240

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one business day after any such deposit.

17. **ENTIRE AGREEMENT: MODIFICATION**: This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by both parties. This Agreement may be amended only upon written approval by both parties.

18. **COUNTERPART SIGNATURES**: This Agreement may be signed in any number of counterparts each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.

19. **TIME IS OF THE ESSENCE OF THIS AGREEMENT**: All time periods specified in this Agreement should be strictly complied. Time is of the essence.

20. **NON-MERGER**. The representations, warranties and obligations of the parties set out herein shall survive the Closing and shall not be deemed to have been merged into the terms of the Closing Documents of either party.

21. **REPRESENTATION**. Ryan L. Blumhoefer, Attorney at Law, represents only the Buyer in the negotiation and preparation of this Purchase Agreement. Seller has been given a full and fair opportunity to review this Agreement with separate counsel of its choosing or has affirmatively chosen not to do so.

22. **GOVERNING LAW**. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation

23. **NO WAIVER**. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof constitutes a waiver of either party's right to demand exact compliance with the terms hereof.

24. **BINDING EFFECT**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

25. **SEVERABILITY**. If any term or provision of this Agreement or the application thereof to any person or circumstance is, for any reason and to any extent, held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to such term or provision.

(signature page follows)

Seller and Buyer have executed this Agreement as of the date first written above.

SELLER:

City of Albert Lea

By: _____
_____, its Mayor

By: _____
_____, its Clerk

BUYER:

Astra Commons LLC

By: _____
CEO

Exhibit A

Legal Description of the Property

310 S. Broadway Avenue South - PID 34-001-4511 – The South 22 feet of Lot 4 in Block 30 of the Original Plat to the Village (now City) of Albert Lea, Minnesota, TOGETHER with the benefits and subject to the burdens of the Party Wall Agreement recorded in Book 3 of Misc., page 202, and Agreement dated December 31, 1992, filed December 31, 1992, and recorded in the Freeborn County Recorder's office as Document No. 359266

314 Broadway Avenue South – PID 34-001-4520 – The North 43 feet of Lot 3, Block 30, of the original plat of the City of Albert Lea including and subject to a party wall agreement recorded in Book 3 of miscellaneous, Page 202, and in Book 22 of Deeds, Page 187.

324 S. Broadway Avenue South – PID 34-001-4490 – The North 22 ½ feet of Lot 2 and the South 23 ½ feet of Lot 3, Block 30, Original Plat and lying and being in the City of Albert Lea, County of Freeborn and State of Minnesota

332 Broadway Avenue South – PID 34-001-4480 – Commencing on the West line of Broadway Avenue at a point 72 feet, 6 inches North of the Southeast corner of Lot 1, Block 30, Original Plat of the City of Albert Lea; thence North on the West line of Broadway Avenue to a point 22 feet, 6 inches from the Northeast corner of Lot 2, Block 30, said point being the center of the South wall of the brick building erected on the North 23 feet of said Lot 2; thence West along the center of said brick wall, 122 feet more or less to the east line of the alley through said Block 30; thence South along the East line of said alley to a point 72 feet, 8 inches North of the Southwest Corner of said Lot 1; thence East to the point of beginning.

338 Broadway Avenue South – PID 34-001-4470 – All of Lot 1 and that portion of Lot 2 which lies South of a line parallel with and 72 feet and 8 inches north of the South line of said Lot 1, all in Block 30, and lying and being in the City of Albert Lea, Freeborn County, Minnesota.

RESOLUTION 26

Introduced by Councilor

RESOLUTION APPROVING PURCHASE AGREEMENT
FOR 809 CLARK STREET WEST

WHEREAS, the City of Albert Lea ("City") currently owns real property described in Exhibit A, which is attached and incorporated herein (the "Property"); and

WHEREAS, the City prioritizes developing property to the best and highest use if it is not serving a public purpose.

WHEREAS, the City Council has determined the offer in the purchase agreement is that highest and best use.

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

Sec. 1. That the sale of the Property is authorized, on the conditions contained in the Agreement attached hereto as Exhibit A, and

Sec. 2. That the City Manager is authorized and directed to execute any deeds, conveyances, purchase agreements, or other instruments or documents necessary to carry out the authorized sale of the Property.

That the motion for the adoption of the foregoing resolution was duly seconded by Councilor , and upon a vote being taken thereon, the following voted in favor thereof: Councilors Christensen, Baker, Herman, Olson, Van Beek, Anderson, and Mayor Murray;

And the following voted against the same: None. Mayor Murray declared the resolution passed.

Introduced and passed this 24th day of August, 2026

Mayor Rich Murray

Filed and attested this 25th day of August, 2026

Secretary Pro Tem

REAL PROPERTY AGREEMENT

This Real Property Agreement (the “Agreement”) dated this _____ day of August, 2026, is entered into by the City of Albert Lea, a municipal corporation under the laws of Minnesota, (“City”), and Michael Jilk Jr., (“Purchaser”), collectively referred to as the (“Parties”), regarding the sale of the real property described herein to Purchaser.

WHEREAS, the City has various vacant lots within the City for sale, subject to stipulations, and to accomplish that goal, the City has declared the property located in Albert Lea, Freeborn County, Minnesota and legally described as:

PID: 34.007.4010

The N ½ of Lot 11, and the North 9 feet of the S ½ of said Lot 11, all in Block 17, in Morin's Addition to the City of Albert Lea, Minnesota, and lying and being in the County of Freeborn, State of Minnesota.

Also described as:

Lot 11, Block 17, less the South 51 feet of Morin's Addition to the City of Albert Lea, Minnesota, as the same is platted and recorded in the office of the Register of Deeds (now County Recorder) in and for Freeborn County, Minnesota, also described as the North 69 feet of Lot 11, Block 17, Morin's Addition to the City of Albert Lea, Minnesota, as the same is platted and recorded in the office of the Register of Deeds (now County Recorder) in and for Freeborn County, Minnesota;

as having no public purpose and the proposed use of the “Property” is similar to or will not interfere with the Property use, and, therefore, the sale of the Property has no relationship to the comprehensive municipal plan; and is appropriate for bid and sale; and

WHEREAS, having published notice of bid for the Property and having received a bid to purchase the Property in a manner that will serve the best interest of the health, safety, and general welfare of the citizens of the City, the City awarded the Property to the Purchaser as the successful bidder pursuant to the terms of this Agreement; and

WHEREAS, the Purchaser desires to purchase the City’s Property, consistent with Purchaser’s submission in the public bid process for the Property (“Property”); and

WHEREAS, the Parties have determined it appropriate to enter into certain terms and agreements regarding the disposition of the Property in order to clarify duties and obligations of the Parties hereto and have memorialized those terms in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **INCORPORATION OF PREMISES:** The representations, covenants, and recitations set forth in the foregoing are material to this Agreement and are incorporated into and made a part of this Agreement.
2. **AGREEMENT:** City agrees to sell and Purchaser agrees to purchase the Property, described more specifically in Section 3 of this Agreement, for the Sales Price (described below) and other good and valuable consideration as set forth in this Agreement, which Sales Price shall be paid by Purchaser to City. The sale of the Property shall be subject to all terms and conditions expressed in this Agreement.
3. **PROPERTY:** Fee simple title to the Property located in Albert Lea, Freeborn County, Minnesota and more particularly described below shall be conveyed to Purchaser in accordance with the terms of this Agreement and a Quit Claim Deed with a reversionary and assessment clause as set forth in this Agreement:

PID: 34.007.4010

The N ½ of Lot 11, and the North 9 feet of the S ½ of said Lot 11, all in Block 17, in Morin's Addition to the City of Albert Lea, Minnesota, and lying and being in the County of Freeborn, State of Minnesota.

Also described as:

Lot 11, Block 17, less the South 51 feet of Morin's Addition to the City of Albert Lea, Minnesota, as the same is platted and recorded in the office of the Register of Deeds (now County Recorder) in and for Freeborn County, Minnesota, also described as the North 69 feet of Lot 11, Block 17, Morin's Addition to the City of Albert Lea, Minnesota, as the same is platted and recorded in the office of the Register of Deeds (now County Recorder) in and for Freeborn County, Minnesota.

4. **SALES PRICE:** The Sales Price for the Property shall be zero and no/100 dollars (\$0.00) and other good and valuable consideration as set forth in this Agreement. Once Purchaser has combined the lots, the reversionary interest will be satisfied. The sale of the Property shall be subject to reversion in accordance with the terms of this Agreement and the Quit Claim Deed conveying the Property to Purchaser.
5. **REVERSION OF PROPERTY:** The Purchaser understands and agrees that should the lots not be combined by October 31, 2026, the Property shall revert to the City, and Purchaser shall not be entitled to any compensation for improvements to the Property. Further, Purchaser agrees that under such circumstances, Purchaser shall execute all documents necessary to effectuate the reversion of the Property to City. This provision shall survive closing on the Property. The Purchaser shall be given thirty (30) days written notice and the opportunity to correct any terms not complied with pursuant to this Agreement. The City shall provide a cancellation of its reversionary interest for the Property once the lots are combined.

If the Purchaser is unable to combine the lots, Purchaser will be given the option to continue ownership of the Property with the value of the property of four thousand and no/100 dollars (\$4,000.00) being specially assessed to the Property. The City shall provide a cancellation of its reversionary interest for the Property once the Property has been assessed.

6. **CONVEYANCE OF TITLE / TITLE COMMITMENT:** Consistent with the terms of this Agreement, City agrees to furnish Purchaser a Quit Claim Deed for the Property, which Deed shall contain a reversionary clause which will cause title to revert to City in the event that Purchaser fails to meet its obligations or otherwise comply with the terms of this Agreement. The City prepared the Quit Claim Deed in reliance upon information and materials obtained and/or supplied to the City by others. Purchaser understands and agrees that: (a) Quit Claim Deed may contain errors, (b) the City shall not be responsible or liable for the accuracy or completeness of the information contained in the Quit Claim Deed, (c) the Quit Claim Deed is accepted as true and correct by Purchaser, and (d) if the Quit Claim Deed is lost, misplaced, misstated or inaccurately reflects the terms and conditions of the transaction contemplated by the parties. Purchaser agrees to promptly comply with the City's request to correct any such errors for whatever reason. Purchaser acknowledges that the City signed the Quit Claim Deed in good faith for Purchaser's benefit; and to transfer the ownership of the Property.

Buyer agrees that any and all conditions included in said Deed shall be binding upon Buyer upon filing said Deed in the office of the Freeborn County Recorder. Buyer further agrees and requests that the Seller record, at the expressed request of Buyer, said Deed in the office of the Freeborn County Recorder.

City shall provide a Title Commitment for the Property. Purchaser shall, at Purchaser's sole cost and expense, purchase Title Insurance for the Property.

7. **CURING TITLE OBJECTIONS:** Purchaser shall notify City of its objections to title no later than twenty (20) days following receipt of the Title Commitment by City or upon discovery from Title processor. City shall have a reasonable time to cure objections to title. In the event City fails to cure such objections before closing, Purchaser, at its sole discretion, may proceed to closing or terminate this Agreement.
8. **CLOSING AND POSSESSION:** Unless otherwise agreed to by the Parties in writing, the closing of the sale of the Property shall occur on or before ninety (90) days after execution of this Agreement by both parties. Time is of the essence. Purchaser shall take possession of the Property on the date of closing.
9. **DEFAULT:** Should either Party fail to comply with this Agreement, the Party willing to perform may terminate this Agreement, at the Party's option. In the event Purchaser fails to comply with the Agreement, fee simple title to the Property shall revert to the City, and City shall be entitled to terminate this Agreement and retain any improvements made to the Property by Purchaser as liquidated damages in full satisfaction of any claims against Purchaser. In the event City fails to comply with this Agreement, Purchaser will be entitled

to terminate this Agreement; waive default and close, and/or seek such other relief as may be available to it at law and in equity.

10. **CLOSING COSTS:** Purchaser shall pay the cost of the Title Commitment premium, survey fees, Title Company closing fees, fee for tax certificates and any other closing costs associated with this Agreement. City shall pay the cost of the Title Commitment.

11. **REPRESENTATIONS OF THE PURCHASERS:**

Combination of Lots: The Purchaser owns property at 106 Morin Lane in Albert Lea, Minnesota and legally described as follows:

PID: 34.007.4020

The South Half of Lot 11, less the North 9 feet, Block 17. in Morin's Addition to the City of Albert Lea, Freeborn County, Minnesota.

The Purchaser is purchasing property at 809 Clark Street in Albert Lea, Minnesota and legally described as follows:

PID: 34.007.4010

The N ½ of Lot 11, and the North 9 feet of the S ½ of said Lot 11, all in Block 17, in Morin's Addition to the City of Albert Lea, Minnesota, and lying and being in the County of Freeborn, State of Minnesota.

Also described as:

Lot 11, Block 17, less the South 51 feet of Morin's Addition to the City of Albert Lea, Minnesota, as the same is platted and recorded in the office of the Register of Deeds (now County Recorder) in and for Freeborn County, Minnesota, also described as the North 69 feet of Lot 11, Block 17, Morin's Addition to the City of Albert Lea, Minnesota, as the same is platted and recorded in the office of the Register of Deeds (now County Recorder) in and for Freeborn County, Minnesota.

The Purchaser shall combine the above-described lots by October 31, 2026. The Purchaser understands and agrees that should the lots not be combined, the Property shall revert to the City, and Purchaser shall not be entitled to any compensation for improvements to the Property. Further, Purchaser agrees that under such circumstances, Purchaser shall execute all documents necessary to effectuate the reversion of the Property to City.

If the Purchaser is unable to combine the lots, it will be given the option to continue ownership of the Property with the value of the property of four thousand and no/100 dollars (\$4,000.00) being specially assessed to the Property. The City shall provide a cancellation of its reversionary interest for the Property once the Property has been assessed.

The Purchaser also has the option to have the City assist in combining the lots. The City would prepare the necessary documents to effectuate the combination. The cost for the survey and recording for combining the lots would either be paid directly from the Purchaser or assessed to the Property.

12. REPRESENTATIONS OF THE CITY:

- a. To gift the Property at a value of four thousand and no/100 dollars (\$4,000.00) and the payment of zero and no/100 dollars (\$0.00) and other good and valuable consideration.
- b. The City will ensure the Property will be free of visible debris, junk and garbage before transfer of Property. The City will ensure there are no parties in possession of the Property before transfer of Property.

13. SPECIAL CONDITIONS:

- a. Any construction on the Property shall meet the requirements of the City of Albert Lea building code and zoning regulations.
- b. Purchaser shall maintain the Property including, but not limited to, mowing the lot.
- c. Purchaser agrees that if Purchaser violates any of the Special Conditions listed in this Agreement, the Property shall revert to the City.
- d. It will be by mutual agreement of the Parties if changes or clarity is needed in the Agreement.

14. SPECIAL ASSESSMENTS: Pursuant to Minn. Stat. § 429.101, adoption of special assessments may occur.

The total cost of the assessments shall be four thousand and 00/100 dollars (\$4,000.00), which will be specially assessed. Such Special Assessment will be payable in five (5) installments and will bear interest at the rate 2% over current year bond true interest percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire first year assessment installment from the date of the assessment resolution until December 31, 2027. To each subsequent installment when due, interest shall be added for one year on all unpaid installments. The rate of interest that will apply will not exceed 5.23% per year.

A Purchaser may at any time prior to certification of the assessment to the County on December 31, 2026 pay the entire assessment, with interest accrued to the date of payment. Such payment must be made at the City of Albert Lea Finance Department.

The proposed assessment roll is on file for public inspection at the City Clerk's office. The total amount of the proposed assessments shall be four thousand and 00/100 dollars (\$4,000.00). Written or oral objections will be considered. No appeal may be taken as to the amount of an assessment unless a signed, written objection is filed with the City Clerk prior to the hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment

at an adjourned meeting upon such further notice to the affected property Purchaser, as it deems advisable.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination, and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for questioning of the City's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the Council as to the weight of items of evidence or testimony presented to the Council.
5. The entire proceedings will be videotaped.
6. At the close of the presentation of evidence, the objector may make a final presentation to the Council based on the evidence and the law. No new evidence may be presented at this point.
7. The Council may adopt the proposed assessment at the hearing.

Purchaser may appeal an assessment to District Court pursuant to Minn. Stat. § 429.081 by serving notice of the appeal upon the Mayor or City Clerk within thirty (30) days after the adoption of the assessment and filing such notice with the District Court within ten (10) days after service upon the Mayor or City Clerk.

Under Minn. Stat. §§ 435.193 to 435.195 and the Albert Lea Special Assessment Policy, the council may, in its discretion, defer the payment of this special assessment for any homestead property owned by a person of 65 years of age or older, one retired by virtue of a permanent and total disability, or a member of the National Guard or other reserves ordered to active military service for whom it would be hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provided in that law, all amounts accumulated plus applicable interest shall become due. Any assessed property Purchaser meeting the requirements of this law may, within thirty (30) days of the confirmation of the assessment, apply to the City Clerk on the prescribed form for such deferral of payment of the special assessment on the property.

The Purchaser shall not sell the real property or assign its rights or interests or any part

therein or its right or interest in this Agreement, or any part thereof without the written consent of the City, which approval shall not be unreasonably withheld. If the Purchaser sells, conveys, transfers, further mortgages or encumbers or disposes of such property, or any part thereof, or any interest therein, or agrees so to do, the Purchaser shall immediately pay on the assessment. This shall be in addition to any other remedies at law or equity available to the City.

15. MISCELLANEOUS:

- a. **Entire Agreement:** This Agreement contains the entire understanding of the parties as to the subject matter described herein.
- b. **Governing Law:** This Agreement and the rights of the Parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Minnesota, and exclusive venue shall lie in Freeborn County, Minnesota.
- c. **Modifications:** This Agreement may not be amended or modified orally, but only by an instrument in writing signed by both Parties.
- d. **Non-Waiver:** The failure of any Party to exercise any right or power given hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver by such Party of its right to demand strict compliance with the terms and provisions of this Agreement.
- e. **Captions:** Titles and captions have been inserted for convenience only and in no way define, limit, extend, or describe the scope or intent of this Agreement.
- f. **Attorney's Fees:** If either Party shall bring suit against the other as a result of an alleged breach or failure by the other Party to perform any obligations under this Agreement or shall seek declaratory relief with respect to any provision hereof, then the prevailing Party in such action shall, in addition to any other relief granted or awarded by the court, be entitled to judgment for reasonable attorney's fees incurred by reason of such action and all costs of suit in preparation thereof at both trial and appellate levels.
- g. **Severability:** Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the applications thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties here as evidenced by this Agreement.
- h. **Assignment:** This Agreement shall not be assigned by Purchaser nor shall the Property be conveyed to a third party prior to the final completion of the Property, without the prior written consent of the City. Any attempt to convey or assign this Agreement or to convey the Property prior to the completion of the Property by Purchaser shall trigger the reversion provisions of this Agreement and Quit Claim Deed.

16. **NOTICE:** Any notices or other communication to any party in connection herewith shall be deemed to have been given on the date the same is deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or deposited with Federal Express, Airborne or another reputable overnight carrier, addressed to the party to which the notice is to be given at the address specified below, or at such other address as such

party shall have specified to the other party hereto in writing and not less than ten (10) days prior to the effective date of the address change.

To the City: City of Albert Lea
 Attn: City Manager
 221 Clark Street East
 Albert Lea, MN 56007
 (507) 377-4330

To the Purchaser: Michael Jilk Jr.
 106 Morin Lane
 Albert Lea, MN 56007

- 17. INDEMNITY: PURCHASER WILL INDEMNIFY AND HOLD CITY, ITS OFFICERS, OFFICIALS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY CLAIMS, JUDGMENTS, (INCLUDING COSTS, INTEREST AND REASONABLE ATTORNEY'S FEES) OR LIABILITY OF ANY KIND FOR PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE CAUSED AS A RESULT OF THE NEGLIGENCE OF PURCHASER, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, CUSTOMERS OR GUESTS. PURCHASER WILL ALSO INDEMNIFY AND HOLD CITY, ITS OFFICERS, OFFICIALS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE CAUSED BY ITS MISREPRESENTATIONS, INACCURACIES AND/OR OMISSIONS IN INFORMATION, PLUS ANY COST, EXPENSE OR LIABILITY, INCLUDING ATTORNEY FEES, ARISING FROM THE ENFORCEMENT OF THIS INDEMNIFICATION.**

Purchaser shall indemnify, defend and hold the City, their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner.

Purchaser's request to purchase the property signifies that the Purchaser is not covered under the City's general liability insurance, employee benefits, or worker's compensation. Purchaser's obligation to indemnify shall survive expiration or termination of the request to purchase the property and shall not be restricted to insurance proceeds, if any, received by the City, and their officers, agents and employees.

- 18. LEGAL ADVICE.** Purchaser acknowledges that: (a) the City has not provided legal advice, and (b) Purchaser has had an opportunity to see appropriate legal counsel to assist with this matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

RESOLUTION 26

Introduced by Councilor

RESOLUTION APPROVING PURCHASE AGREEMENT
FOR 825 1st AVENUE SOUTH

WHEREAS, the City of Albert Lea ("City") currently owns real property described in Exhibit A, which is attached and incorporated herein (the "Property"); and

WHEREAS, the City prioritizes developing property to the best and highest use if it is not serving a public purpose.

WHEREAS, the City Council has determined the offer in the purchase agreement is that highest and best use.

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

Sec. 1. That the sale of the Property is authorized, on the conditions contained in the Agreement attached hereto as Exhibit A, and

Sec. 2. That the City Manager is authorized and directed to execute any deeds, conveyances, purchase agreements, or other instruments or documents necessary to carry out the authorized sale of the Property.

That the motion for the adoption of the foregoing resolution was duly seconded by Councilor , and upon a vote being taken thereon, the following voted in favor thereof: Councilors Christensen, Baker, Herman, Olson, Van Beek, Anderson, and Mayor Murray;

And the following voted against the same: None. Mayor Murray declared the resolution passed.

Introduced and passed this 24th day of August, 2026

Mayor Rich Murray

Filed and attested this 25th day of August, 2026

Secretary Pro Tem

REAL PROPERTY AGREEMENT

This Real Property Agreement (the “Agreement”) dated this ____ day of August, 2026, is entered into by the City of Albert Lea, a municipal corporation under the laws of Minnesota, (“City”), and Travis J. Kadrlik and Erica Kadrlik, (“Purchaser”), collectively referred to as the (“Parties”), regarding the sale of the real property described herein to Purchaser.

WHEREAS, the City has various vacant lots within the City for sale, subject to stipulations, and to accomplish that goal, the City has declared the property located in Albert Lea, Freeborn County, Minnesota and legally described as:

PID: 34.064.0600

Lot 11, Block 3, Belmont Addition, to the City of Albert Lea, County of Freeborn and State of Minnesota;

as having no public purpose and the proposed use of the “Property” is similar to or will not interfere with the Property use, and, therefore, the sale of the Property has no relationship to the comprehensive municipal plan; and is appropriate for bid and sale; and

WHEREAS, having published notice of bid for the Property and having received a bid to purchase the Property in a manner that will serve the best interest of the health, safety, and general welfare of the citizens of the City, the City awarded the Property to the Purchaser as the successful bidder pursuant to the terms of this Agreement; and

WHEREAS, the Purchaser desires to purchase the City’s Property, consistent with Purchaser’s submission in the public bid process for the Property (“Property”); and

WHEREAS, the Parties have determined it appropriate to enter into certain terms and agreements regarding the disposition of the Property in order to clarify duties and obligations of the Parties hereto and have memorialized those terms in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **INCORPORATION OF PREMISES:** The representations, covenants, and recitations set forth in the foregoing are material to this Agreement and are incorporated into and made a part of this Agreement.
2. **AGREEMENT:** City agrees to sell and Purchaser agrees to purchase the Property, described more specifically in Section 3 of this Agreement, for the Sales Price (described below) and other good and valuable consideration as set forth in this Agreement, which Sales Price shall be paid by Purchaser to City. The sale of the Property shall be subject to all terms and conditions expressed in this Agreement.
3. **PROPERTY:** Fee simple title to the Property located in Albert Lea, Freeborn County, Minnesota and more particularly described below shall be conveyed to Purchaser in

accordance with the terms of this Agreement and a Quit Claim Deed with a reversionary and assessment clause as set forth in this Agreement:

PID: 34.064.0600

Lot 11, Block 3, Belmont Addition, to the City of Albert Lea, County of Freeborn and State of Minnesota.

4. **SALES PRICE:** The Sales Price for the Property shall be zero and no/100 dollars (\$0.00) and other good and valuable consideration as set forth in this Agreement. Once Purchaser has combined the lots, the reversionary interest will be satisfied. The sale of the Property shall be subject to reversion in accordance with the terms of this Agreement and the Quit Claim Deed conveying the Property to Purchaser.
5. **REVERSION OF PROPERTY:** The Purchaser understands and agrees that should the lots not be combined by October 31, 2026, the Property shall revert to the City, and Purchaser shall not be entitled to any compensation for improvements to the Property. Further, Purchaser agrees that under such circumstances, Purchaser shall execute all documents necessary to effectuate the reversion of the Property to City. This provision shall survive closing on the Property. The Purchaser shall be given thirty (30) days written notice and the opportunity to correct any terms not complied with pursuant to this Agreement. The City shall provide a cancellation of its reversionary interest for the Property once the lots are combined.

If the Purchaser is unable to combine the lots, Purchaser will be given the option to continue ownership of the Property with the value of the property of four thousand and no/100 dollars (\$4,000.00) being specially assessed to the Property. The City shall provide a cancellation of its reversionary interest for the Property once the Property has been assessed.

6. **CONVEYANCE OF TITLE / TITLE COMMITMENT:** Consistent with the terms of this Agreement, City agrees to furnish Purchaser a Quit Claim Deed for the Property, which Deed shall contain a reversionary clause which will cause title to revert to City in the event that Purchaser fails to meet its obligations or otherwise comply with the terms of this Agreement. The City prepared the Quit Claim Deed in reliance upon information and materials obtained and/or supplied to the City by others. Purchaser understands and agrees that: (a) Quit Claim Deed may contain errors, (b) the City shall not be responsible or liable for the accuracy or completeness of the information contained in the Quit Claim Deed, (c) the Quit Claim Deed is accepted as true and correct by Purchaser, and (d) if the Quit Claim Deed is lost, misplaced, misstated or inaccurately reflects the terms and conditions of the transaction contemplated by the parties. Purchaser agrees to promptly comply with the City's request to correct any such errors for whatever reason. Purchaser acknowledges that the City signed the Quit Claim Deed in good faith for Purchaser's benefit; and to transfer the ownership of the Property.

Buyer agrees that any and all conditions included in said Deed shall be binding upon Buyer upon filing said Deed in the office of the Freeborn County Recorder. Buyer further agrees

and requests that the Seller record, at the expressed request of Buyer, said Deed in the office of the Freeborn County Recorder.

City shall provide a Title Commitment for the Property. Purchaser shall, at Purchaser's sole cost and expense, purchase Title Insurance for the Property.

7. **CURING TITLE OBJECTIONS:** Purchaser shall notify City of its objections to title no later than twenty (20) days following receipt of the Title Commitment by City or upon discovery from Title processor. City shall have a reasonable time to cure objections to title. In the event City fails to cure such objections before closing, Purchaser, at its sole discretion, may proceed to closing or terminate this Agreement.
8. **CLOSING AND POSSESSION:** Unless otherwise agreed to by the Parties in writing, the closing of the sale of the Property shall occur on or before ninety (90) days after execution of this Agreement by both parties. Time is of the essence. Purchaser shall take possession of the Property on the date of closing.
9. **DEFAULT:** Should either Party fail to comply with this Agreement, the Party willing to perform may terminate this Agreement, at the Party's option. In the event Purchaser fails to comply with the Agreement, fee simple title to the Property shall revert to the City, and City shall be entitled to terminate this Agreement and retain any improvements made to the Property by Purchaser as liquidated damages in full satisfaction of any claims against Purchaser. In the event City fails to comply with this Agreement, Purchaser will be entitled to terminate this Agreement; waive default and close, and/or seek such other relief as may be available to it at law and in equity.
10. **CLOSING COSTS:** Purchaser shall pay the cost of the Title Commitment premium, survey fees, Title Company closing fees, fee for tax certificates and any other closing costs associated with this Agreement. City shall pay the cost of the Title Commitment.

11. REPRESENTATIONS OF THE PURCHASERS:

Combination of Lots: The Purchaser owns property at 819 1st Avenue South in Albert Lea, Minnesota and legally described as follows:

PID: 34.064.0610

Lot 12 and the South Half of Lot 13, in Block 3, Belmont Addition to the City of Albert Lea, Freeborn County, Minnesota.

The Purchaser is purchasing property at 825 1st Avenue South in Albert Lea, Minnesota and legally described as follows:

PID: 34.064.0600

Lot 11, Block 3, Belmont Addition, to the City of Albert Lea, County of Freeborn and State of Minnesota.

The Purchaser shall combine the above-described lots by October 31, 2026. The Purchaser understands and agrees that should the lots not be combined, the Property shall revert to the City, and Purchaser shall not be entitled to any compensation for improvements to the Property. Further, Purchaser agrees that under such circumstances, Purchaser shall execute all documents necessary to effectuate the reversion of the Property to City.

If the Purchaser is unable to combine the lots, it will be given the option to continue ownership of the Property with the value of the property of four thousand and no/100 dollars (\$4,000.00) being specially assessed to the Property. The City shall provide a cancellation of its reversionary interest for the Property once the Property has been assessed.

The Purchaser also has the option to have the City assist in combining the lots. The City would prepare the necessary documents to effectuate the combination. The cost for the survey and recording for combining the lots would either be paid directly from the Purchaser or assessed to the Property.

12. REPRESENTATIONS OF THE CITY:

- a. To gift the Property at a value of four thousand and no/100 dollars (\$4,000.00) and the payment of zero and no/100 dollars (\$0.00) and other good and valuable consideration.
- b. The City will ensure the Property will be free of visible debris, junk and garbage before transfer of Property. The City will ensure there are no parties in possession of the Property before transfer of Property.

13. SPECIAL CONDITIONS:

- a. Any construction on the Property shall meet the requirements of the City of Albert Lea building code and zoning regulations.
- b. Purchaser shall maintain the Property including, but not limited to, mowing the lot.
- c. Purchaser agrees that if Purchaser violates any of the Special Conditions listed in this Agreement, the Property shall revert to the City.
- d. It will be by mutual agreement of the Parties if changes or clarity is needed in the Agreement.

14. SPECIAL ASSESSMENTS: Pursuant to Minn. Stat. § 429.101, adoption of special assessments may occur.

The total cost of the assessments shall be four thousand and 00/100 dollars (\$4,000.00), which will be specially assessed. Such Special Assessment will be payable in five (5) installments and will bear interest at the rate 2% over current year bond true interest percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire first year assessment installment from the date of the assessment resolution until December 31, 2027. To each subsequent installment

when due, interest shall be added for one year on all unpaid installments. The rate of interest that will apply will not exceed 5.23% per year.

A Purchaser may at any time prior to certification of the assessment to the County on December 31, 2026 pay the entire assessment, with interest accrued to the date of payment. Such payment must be made at the City of Albert Lea Finance Department.

The proposed assessment roll is on file for public inspection at the City Clerk's office. The total amount of the proposed assessments shall be four thousand and 00/100 dollars (\$4,000.00). Written or oral objections will be considered. No appeal may be taken as to the amount of an assessment unless a signed, written objection is filed with the City Clerk prior to the hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property Purchaser, as it deems advisable.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination, and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for questioning of the City's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the Council as to the weight of items of evidence or testimony presented to the Council.
5. The entire proceedings will be videotaped.
6. At the close of the presentation of evidence, the objector may make a final presentation to the Council based on the evidence and the law. No new evidence may be presented at this point.
7. The Council may adopt the proposed assessment at the hearing.

Purchaser may appeal an assessment to District Court pursuant to Minn. Stat. § 429.081 by serving notice of the appeal upon the Mayor or City Clerk within thirty (30) days after the adoption of the assessment and filing such notice with the District Court within ten (10) days after service upon the Mayor or City Clerk.

Under Minn. Stat. §§ 435.193 to 435.195 and the Albert Lea Special Assessment Policy, the council may, in its discretion, defer the payment of this special assessment for any homestead property owned by a person of 65 years of age or older, one retired by virtue of a permanent and total disability, or a member of the National Guard or other reserves ordered to active military service for whom it would be hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provided in that law, all amounts accumulated plus applicable interest shall become due. Any assessed property Purchaser meeting the requirements of this law may, within thirty (30) days of the confirmation of the assessment, apply to the City Clerk on the prescribed form for such deferral of payment of the special assessment on the property.

The Purchaser shall not sell the real property or assign its rights or interests or any part therein or its right or interest in this Agreement, or any part thereof without the written consent of the City, which approval shall not be unreasonably withheld. If the Purchaser sells, conveys, transfers, further mortgages or encumbers or disposes of such property, or any part thereof, or any interest therein, or agrees so to do, the Purchaser shall immediately pay on the assessment. This shall be in addition to any other remedies at law or equity available to the City.

15. MISCELLANEOUS:

- a. **Entire Agreement:** This Agreement contains the entire understanding of the parties as to the subject matter described herein.
- b. **Governing Law:** This Agreement and the rights of the Parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Minnesota, and exclusive venue shall lie in Freeborn County, Minnesota.
- c. **Modifications:** This Agreement may not be amended or modified orally, but only by an instrument in writing signed by both Parties.
- d. **Non-Waiver:** The failure of any Party to exercise any right or power given hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver by such Party of its right to demand strict compliance with the terms and provisions of this Agreement.
- e. **Captions:** Titles and captions have been inserted for convenience only and in no way define, limit, extend, or describe the scope or intent of this Agreement.
- f. **Attorney's Fees:** If either Party shall bring suit against the other as a result of an alleged breach or failure by the other Party to perform any obligations under this Agreement or shall seek declaratory relief with respect to any provision hereof, then the prevailing Party in such action shall, in addition to any other relief granted or awarded by the court, be entitled to judgment for reasonable attorney's fees incurred by reason of such action and all costs of suit in preparation thereof at both trial and appellate levels.
- g. **Severability:** Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the applications thereof shall not be affected thereby and shall continue to be valid

and enforceable to the fullest extent, consistent with the intent of the Parties here as evidenced by this Agreement.

- h. **Assignment:** This Agreement shall not be assigned by Purchaser nor shall the Property be conveyed to a third party prior to the final completion of the Property, without the prior written consent of the City. Any attempt to convey or assign this Agreement or to convey the Property prior to the completion of the Property by Purchaser shall trigger the reversion provisions of this Agreement and Quit Claim Deed.

16. **NOTICE:** Any notices or other communication to any party in connection herewith shall be deemed to have been given on the date the same is deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or deposited with Federal Express, Airborne or another reputable overnight carrier, addressed to the party to which the notice is to be given at the address specified below, or at such other address as such party shall have specified to the other party hereto in writing and not less than ten (10) days prior to the effective date of the address change.

To the City: City of Albert Lea
 Attn: City Manager
 221 Clark Street East
 Albert Lea, MN 56007
 (507) 377-4330

To the Purchaser: Travis J. Kadrlik and Erica Kadrlik
 819 1st Avenue South
 Albert Lea, MN 56007

17. **INDEMNITY: PURCHASER WILL INDEMNIFY AND HOLD CITY, ITS OFFICERS, OFFICIALS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY CLAIMS, JUDGMENTS, (INCLUDING COSTS, INTEREST AND REASONABLE ATTORNEY'S FEES) OR LIABILITY OF ANY KIND FOR PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE CAUSED AS A RESULT OF THE NEGLIGENCE OF PURCHASER, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, CUSTOMERS OR GUESTS. PURCHASER WILL ALSO INDEMNIFY AND HOLD CITY, ITS OFFICERS, OFFICIALS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE CAUSED BY ITS MISREPRESENTATIONS, INACCURACIES AND/OR OMISSIONS IN INFORMATION, PLUS ANY COST, EXPENSE OR LIABILITY, INCLUDING ATTORNEY FEES, ARISING FROM THE ENFORCEMENT OF THIS INDEMNIFICATION.**

Purchaser shall indemnify, defend and hold the City, their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness

fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner.

Purchaser's request to purchase the property signifies that the Purchaser is not covered under the City's general liability insurance, employee benefits, or worker's compensation. Purchaser's obligation to indemnify shall survive expiration or termination of the request to purchase the property and shall not be restricted to insurance proceeds, if any, received by the City, and their officers, agents and employees.

18. **LEGAL ADVICE.** Purchaser acknowledges that: (a) the City has not provided legal advice, and (b) Purchaser has had an opportunity to see appropriate legal counsel to assist with this matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Travis J. Kadrlik

Erica Kadrlik

City of Albert Lea

By: _____
Patrick Ian Rigg
Its City Manager

By: _____
Rich Murray
Its Mayor

STATE OF MINNESOTA)
) ss.
COUNTY OF FREEBORN)

On this ____ day of August, 2026, before me, a Notary Public within and for said County and State, personally appeared Travis J. Kadrlik and Erica Kadrlik.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF FREEBORN)

On this _____ day of August, 2026, before me, a Notary Public within and for said County and State, personally appeared Patrick Ian Rigg, the City Manager; and Rich Murray, the Mayor, of the City of Albert Lea.

Notary Public

Prepared by:
Joel M. Holstad #402970
Albert Lea City Attorney
3055 Bellaire Avenue
St. Paul, MN 55110-4535
(651) 274-8989
holstad2000@yahoo.com

RESOLUTION 26 - XXX

Introduced by Councilor

RESOLUTION APPROVING CLAIMS

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

Sec. 1. That the claims, as presented in the attached exhibit in the amount of \$1,727,556.24 are approved and the City Treasurer is hereby directed to disburse said amounts with payment to be made from the fund indicated.

That the motion for the adoption of the foregoing resolution was duly seconded by Councilor , and upon a vote being taken thereon, the following voted in favor thereof: Councilors Christensen, Baker, Herman, Olson, Van Beek Anderson and Mayor Murray;

And the following voted against the same: None. Mayor Murray declared the resolution passed.

Introduced and passed this 24th day of August, 2026

Mayor Rich Murray

Filed and attested this 25th day of August, 2026

Secretary Pro Tem

Claims Over \$25,000

City of Albert Lea Council Meeting 08/24/2026

- **\$29,855.65 – Ulland Brothers**
Pay Estimate 2 – State Aid Overlay – Job 2602
- **\$30,892.86– HomeServe USA Corp**
Water/Sewer Protection Plan Services (July)
- **\$34,153.60 – Jensen Excavating & Trucking**
Pay Estimate 6 – St. Mary & 14th Street Reconstruction
- **\$50,819.21 – Freeborn Mower Electric Cooperative**
Electricity – WWTP
- **\$56,299.50 – Bolton & Menk Inc**
Valley Avenue & SE Marshall Reconstruction
- **\$78,168.00 – WW Goetsch Associates Inc**
Rebuild Main Lift Station Pump
- **\$114,077.52 – BCM Construction**
Pay Estimate 15 – Lead Service Line Replacement Project
- **\$116,186.90 – Ulland Brothers**
Pay Estimate 3 – Neighborhood Improvement Project – Job 2601
- **\$261,415.89 – GM Contracting**
Pay Estimate 2 – Sorensen Road Watermain Replacement Project
- **\$311,562.44 – Minnesota Public Facilities Authority**
Loan Interest & Principal Payments



Accounts Payable

Checks for Approval

User: nthoms
Printed: 8/20/2026 - 9:35 AM



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	08/12/2026	602 Sewer	Other LT Obligation - Interest	Minnesota Public Facilities Authority		40,442.45
0	08/12/2026	602 Sewer	Other LT Obligation - Interest	Minnesota Public Facilities Authority		3,775.00
0	08/12/2026	602 Sewer	PFA Loan Grit Bldg - Current	Minnesota Public Facilities Authority		213,000.00
0	08/12/2026	602 Sewer	PFA Loan Payable - Current	Minnesota Public Facilities Authority		39,000.00
0	08/12/2026	601 Water	Other LT Obligation - Interest	Minnesota Public Facilities Authority		1,344.99
0	08/12/2026	601 Water	PFA Loan Payable - Current	Minnesota Public Facilities Authority		14,000.00
0	08/21/2026	101 General	Deferred Compensation Payable	Mission Square Plan Services		4,497.06
0	08/21/2026	101 General	Accrued Medicare Payable	Internal Revenue Service		145.69
0	08/21/2026	101 General	Accrued Medicare Payable	Internal Revenue Service		6,739.88
0	08/21/2026	101 General	Accrued PERA Payable	PERA		40,443.35
0	08/21/2026	101 General	Deferred Compensation Payable	MN State Retirement - Empower		1,294.17
0	08/21/2026	101 General	Deferred Compensation Payable	Mission Square Plan Services		2,944.00
0	08/21/2026	101 General	Deferred Compensation Payable	MN State Retirement - Empower		200.00
0	08/21/2026	101 General	Accrued FICA Payable	Internal Revenue Service		17,600.32
0	08/21/2026	101 General	Accrued Medicare Payable	Internal Revenue Service		145.69
0	08/21/2026	101 General	Deferred Compensation Payable	Mission Square Plan Services		981.44
0	08/21/2026	101 General	Deferred Compensation Payable	MN State Retirement - Empower		50.00
0	08/21/2026	101 General	Federal Withholding Payable	Internal Revenue Service		970.86
0	08/21/2026	101 General	State Withholding Payable	Minnesota Department of Revenue		427.29
0	08/21/2026	101 General	Other Payroll Deduct Payable	WEX Health Inc		12,250.96
0	08/21/2026	101 General	Deferred Compensation Payable	Mission Square Plan Services		1,110.46
0	08/21/2026	101 General	Deferred Compensation Payable	MN State Retirement - Empower		2,408.26
0	08/21/2026	101 General	State Withholding Payable	Minnesota Department of Revenue		19,771.32
0	08/21/2026	101 General	Accrued Medicare Payable	Internal Revenue Service		6,739.88
0	08/21/2026	101 General	Federal Withholding Payable	Internal Revenue Service		40,340.12
0	08/21/2026	101 General	Accrued PERA Payable	PERA		54,408.04
0	08/21/2026	101 General	Other Payroll Deduct Payable	Minnesota Department of Human Services		1,356.68
0	08/21/2026	101 General	Accrued FICA Payable	Internal Revenue Service		17,600.32
0	08/21/2026	101 General	Vision Care Payable	Fidelity Security Life		8.08
0	08/21/2026	101 General	Other Payroll Deduct Payable	AFLAC Group Insurance		375.24
0	08/21/2026	101 General	Deferred Compensation Payable	Nationwide Retirement Solutions		249.28
0	08/21/2026	101 General	Union Dues Payable	Minnesota Public Employees Association		1,080.00
0	08/21/2026	101 General	Vision Care Payable	Fidelity Security Life		364.82
0	08/21/2026	101 General	Dental Insurance Payable	MetLife		33.17

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	08/21/2026	101 General	Long-term Disability Payable	Sun Life Financial		1,244.11
0	08/21/2026	101 General	Union Dues Payable	IAFF Local 1041		1,089.30
0	08/21/2026	101 General	Vision Care Payable	Fidelity Security Life		364.82
0	08/21/2026	101 General	Deferred Compensation Payable	Nationwide Retirement Solutions		85.35
0	08/21/2026	101 General	Deferred Compensation Payable	Nationwide Retirement Solutions		1,743.53
0	08/21/2026	101 General	Life Insurance Payable	Sun Life Financial		252.84
0	08/21/2026	101 General	Life Insurance Payable	Sun Life Financial		1.72
0	08/21/2026	101 General	Union Dues Payable	MNPEA		75.00
0	08/21/2026	101 General	Vision Care Payable	Fidelity Security Life		8.08
0	08/21/2026	101 General	Union Dues Payable	Minnesota Public Employees Association		576.00
0	08/21/2026	101 General	Other Payroll Deduct Payable	AFLAC Group Insurance		548.46
0	08/21/2026	101 General	Deferred Compensation Payable	Nationwide Retirement Solutions		113.36
0	08/21/2026	101 General	Dental Insurance Payable	MetLife		1,963.67
0	08/21/2026	101 General	Other Payroll Deduct Payable	Sun Life Financial		1,583.61
0	08/21/2026	101 General	Other Payroll Deduct Payable	Sun Life Financial		1,583.61
0	08/21/2026	101 General	Other Payroll Deduct Payable	AFLAC Group Insurance		548.46
0	08/21/2026	101 General	Dental Insurance Payable	MetLife		1,963.67
0	08/21/2026	101 General	Life Insurance Payable	Sun Life Financial		1.72
0	08/21/2026	101 General	Other Payroll Deduct Payable	AFLAC Group Insurance		375.24
0	08/24/2026	101 General	Sales Tax Payable	Minnesota Department of Revenue		8,241.00
0	08/24/2026	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		97.27
0	08/24/2026	101 General	Credit Card & Bank Fees	Global Payments, Inc		2,875.34
0	08/24/2026	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		94.10
0	08/24/2026	602 Sewer	Credit Card & Bank Fees	BPSH LLC		2,333.33
0	08/24/2026	603 Solid Waste	Sales Tax Payable	Minnesota Department of Revenue		1,343.00
0	08/24/2026	601 Water	Credit Card & Bank Fees	TTech		188.36
0	08/24/2026	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		97.28
0	08/24/2026	601 Water	Credit Card & Bank Fees	BPSH LLC		2,333.33
0	08/24/2026	101 General	Telephone & Internet	Granite Telecommunications LLC		321.70
0	08/24/2026	601 Water	Telephone & Internet	Granite Telecommunications LLC		41.01
0	08/24/2026	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		97.27
0	08/24/2026	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		103.29
0	08/24/2026	101 General	Motor Fuels	Minnesota Department of Revenue		508.01
0	08/24/2026	603 Solid Waste	Refuse Fee	Minnesota Department of Revenue		397.00
0	08/24/2026	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		94.10
0	08/24/2026	101 General	Medical Flex Payable	WEX Health Inc		37.12
0	08/24/2026	602 Sewer	Motor Fuels	Minnesota Department of Revenue		98.76
0	08/24/2026	101 General	Rents & Leases	Loffler		18.03
0	08/24/2026	101 General	Telephone & Internet	Granite Telecommunications LLC		101.01
0	08/24/2026	101 General	Telephone & Internet	Granite Telecommunications LLC		41.01
0	08/24/2026	101 General	Expert & Professional Services	WEX Health Inc		357.50
0	08/24/2026	101 General	Telephone & Internet	Granite Telecommunications LLC		123.04
0	08/24/2026	602 Sewer	Credit Card & Bank Fees	TTech		188.35
0	08/24/2026	101 General	Telephone & Internet	Granite Telecommunications LLC		209.76

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	08/24/2026	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		41.01
0	08/24/2026	101 General	Motor Fuels	Minnesota Department of Revenue		8.07
0	08/24/2026	101 General	Rents & Leases	Loffler		2.87
0	08/24/2026	496 2026 Projects	City Engineering Charge	Ulland Brothers, Inc.		9,294.95
0	08/24/2026	101 General	Safety Equipment	Christopher Hebblewhite		164.99
0	08/24/2026	101 General	Supplies	Fastenal Company		18.92
0	08/24/2026	602 Sewer	Credit Card & Bank Fees	Springbrook Holding Company LLC		1,287.50
0	08/24/2026	101 General	Supplies	Fastenal Company		14.87
0	08/24/2026	496 2026 Projects	Cash and Investments	American Engineering Testing, Inc.		-210.00
0	08/24/2026	101 General	Engineering Fees	Ulland Brothers, Inc.		-9,294.95
0	08/24/2026	601 Water	Expert & Professional Services	Platinum Plumbing Solutions LLC		24,581.82
0	08/24/2026	602 Sewer	Safety Equipment	Jesse Smith		226.97
0	08/24/2026	496 2026 Projects	Cash and Investments	American Engineering Testing, Inc.		210.00
0	08/24/2026	101 General	Supplies	Fastenal Company		4.90
0	08/24/2026	101 General	Machinery & Equipment	Fastenal Company		358.88
0	08/24/2026	601 Water	Street Maintenance Materials	Ulland Brothers, Inc.		2,752.80
0	08/24/2026	602 Sewer	Supplies	Fastenal Company		101.76
0	08/24/2026	602 Sewer	Expert & Professional Services	Minnesota Valley Testing Laboratories		78.00
0	08/24/2026	601 Water	Safety Equipment	Klint Anderson		250.49
0	08/24/2026	101 General	Travel Expense	Trisha Whelan		97.28
0	08/24/2026	101 General	Street Maintenance Materials	Ulland Brothers, Inc.		1,324.00
0	08/24/2026	496 2026 Projects	Engineering Services	American Engineering Testing, Inc.		210.00
0	08/24/2026	496 2026 Projects	Cash and Investments	Ulland Brothers, Inc.		-32,244.10
0	08/24/2026	601 Water	Credit Card & Bank Fees	Springbrook Holding Company LLC		1,287.50
0	08/24/2026	101 General	Supplies	Fastenal Company		15.00
0	08/24/2026	602 Sewer	Travel Expense	Cavit Wobschall		48.15
0	08/24/2026	601 Water	Statement Printing/Postage	Publiq, LLC		3,261.05
0	08/24/2026	602 Sewer	Travel Expense	Cavit Wobschall		514.56
0	08/24/2026	101 General	Supplies	Fastenal Company		87.87
0	08/24/2026	101 General	Travel Expense	Daphney Maras		28.88
0	08/24/2026	602 Sewer	Travel Expense	Cavit Wobschall		47.95
0	08/24/2026	602 Sewer	Training & Education	Travis Rauenhorst		30.00
0	08/24/2026	496 2026 Projects	Cash and Investments	Ulland Brothers, Inc.		-125,481.85
0	08/24/2026	602 Sewer	Supplies	Ulland Brothers, Inc.		1,158.19
0	08/24/2026	101 General	Travel Expense	Megan Wilson		706.29
0	08/24/2026	602 Sewer	Supplies	Fastenal Company		199.32
0	08/24/2026	496 2026 Projects	City Engineering Charge	Ulland Brothers, Inc.		2,388.45
0	08/24/2026	496 2026 Projects	Improvements Other Than Bldgs	Ulland Brothers, Inc.		116,186.90
0	08/24/2026	101 General	Safety Equipment	Fastenal Company		44.48
0	08/24/2026	101 General	Special Programs	Annicc Sevett		28.88
0	08/24/2026	602 Sewer	Expert & Professional Services	Minnesota Valley Testing Laboratories		78.00
0	08/24/2026	101 General	Furniture, Equipment & Tools	Fastenal Company		33.40
0	08/24/2026	101 General	Humane Society Mgmt/Costs	Humane Society of Freeborn County		1,000.00
0	08/24/2026	101 General	Training & Education	Claire LaFrance		100.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	08/24/2026	101 General	Supplies	Fastenal Company		303.38
0	08/24/2026	602 Sewer	Credit Card & Bank Fees	Springbrook Holding Company LLC		175.75
0	08/24/2026	602 Sewer	Travel Expense	Travis Rauenhorst		514.56
0	08/24/2026	601 Water	Credit Card & Bank Fees	Springbrook Holding Company LLC		175.75
0	08/24/2026	602 Sewer	Dues,Subscriptions,Ee Licenses	Travis Rauenhorst		40.00
0	08/24/2026	601 Water	Expert & Professional Services	BCM Construction		114,077.52
0	08/24/2026	602 Sewer	Training & Education	Travis Rauenhorst		386.00
0	08/24/2026	496 2026 Projects	Improvements Other Than Bldgs	Ulland Brothers, Inc.		29,855.65
0	08/24/2026	101 General	Furniture, Equipment & Tools	Fastenal Company		10.00
0	08/24/2026	101 General	Training & Education	Danika Folie		100.00
0	08/24/2026	101 General	Machinery & Equipment	Fastenal Company		7.82
0	08/24/2026	602 Sewer	Statement Printing/Postage	Publiq, LLC		3,261.04
0	08/24/2026	496 2026 Projects	Cash and Investments	Ulland Brothers, Inc.		125,481.85
0	08/24/2026	101 General	Supplies	Fastenal Company		37.84
0	08/24/2026	701 CG - Vehicle & Equip Capital	Vehicles (Licensed)	ESI Equipment, Inc		705.20
0	08/24/2026	101 General	Engineering Fees	Ulland Brothers, Inc.		-2,388.45
0	08/24/2026	101 General	Travel Expense	Megan Wilson		289.01
0	08/24/2026	496 2026 Projects	Cash and Investments	Ulland Brothers, Inc.		32,244.10
	08/12/2026	101 General	Rents & Leases	Diessen Water Inc		65.57
	08/12/2026	101 General	Other Payroll Deduct Payable	Gurstel Law Firm P.C.		3,508.06
	08/12/2026	101 General	Rents & Leases	Marco, Inc		57.10
	08/12/2026	101 General	Gas Utilities	Minnesota Energy Resources		80.98
	08/12/2026	602 Sewer	Gas Utilities	Minnesota Energy Resources		47.03
	08/12/2026	602 Sewer	Gas Utilities	Minnesota Energy Resources		2,789.02
	08/12/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		40.01
	08/12/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		40.01
	08/12/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		3.95
	08/12/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		38.41
	08/12/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		40.01
	08/12/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		40.01
	08/12/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		38.41
	08/12/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		40.01
	08/17/2026	101 General	Life Insurance Payable	NCPERS Minnesota Group Life Ins		280.00
	08/17/2026	101 General	Life Insurance Payable	NCPERS Minnesota Group Life Ins		280.00
	08/21/2026	101 General	Other Payroll Deduct Payable	LegalShield		422.67
	08/21/2026	101 General	Other Payroll Deduct Payable	LegalShield		422.67
	08/21/2026	101 General	Life Insurance Payable	NCPERS Minnesota Group Life Ins		272.00
	08/21/2026	101 General	Life Insurance Payable	NCPERS Minnesota Group Life Ins		272.00
	08/24/2026	602 Sewer	Supplies	ADA Enterprises, Inc		115.50
	08/24/2026	225 Airport	Expert & Professional Services	Albert Lea Airport, Inc		2,200.00
	08/24/2026	225 Airport	Building Maintenance	Albert Lea Airport, Inc		850.00
	08/24/2026	101 General	Supplies	Albert Lea Area Schools		250.00
	08/24/2026	101 General	Management Services	Albert Lea Community Theater, Inc.		1,000.00
	08/24/2026	602 Sewer	Supplies	Albert Lea Electric		20.01

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
	08/24/2026	101 General	Vehicle and Equipment Repairs	Albert Lea Electric		420.00
	08/24/2026	602 Sewer	Vehicle and Equipment Repairs	Albert Lea Electric		3,957.00
	08/24/2026	602 Sewer	Vehicle and Equipment Repairs	Albert Lea Electric		350.00
	08/24/2026	602 Sewer	Supplies	Albert Lea Electric		16.51
	08/24/2026	101 General	Building Maintenance	Albert Lea Electric		788.38
	08/24/2026	602 Sewer	Vehicle and Equipment Repairs	Albert Lea Electric		584.00
	08/24/2026	602 Sewer	Vehicle/Equipment Parts	Albert Lea Electric		542.84
	08/24/2026	101 General	Building Maintenance	Albert Lea Electric		5,955.00
	08/24/2026	602 Sewer	Vehicle and Equipment Repairs	Albert Lea Electric		721.32
	08/24/2026	101 General	Building Maintenance	Albert Lea Electric		210.00
	08/24/2026	101 General	Management Services	Albert Lea Family YMCA		4,175.00
	08/24/2026	437 District 5-28 Vortex Cold Stor	Expert & Professional Services	Albert Lea Newspapers, Inc		78.00
	08/24/2026	234 Blight/Hazardous Mitigation	Legal Notices & Recording	Albert Lea Newspapers, Inc		108.79
	08/24/2026	438 District 5-29 Ulland	Expert & Professional Services	Albert Lea Newspapers, Inc		78.00
	08/24/2026	436 District 5-27 Marketplace	Expert & Professional Services	Albert Lea Newspapers, Inc		78.00
	08/24/2026	435 District 5-26 Unique Opport	Expert & Professional Services	Albert Lea Newspapers, Inc		78.00
	08/24/2026	431 District 5-24 St John's Housin	Expert & Professional Services	Albert Lea Newspapers, Inc		78.00
	08/24/2026	422 District 5-13 - Larson Mfg	Expert & Professional Services	Albert Lea Newspapers, Inc		78.00
	08/24/2026	439 District 5-30 - 201 211 Bdwy	Expert & Professional Services	Albert Lea Newspapers, Inc		80.34
	08/24/2026	434 District 5-25 Zumbro	Expert & Professional Services	Albert Lea Newspapers, Inc		78.00
	08/24/2026	423 District 5-15 - Broadway Ridge	Expert & Professional Services	Albert Lea Newspapers, Inc		78.00
	08/24/2026	101 General	Supplies	Albert Lea Seed House		17.00
	08/24/2026	602 Sewer	Vehicle and Equipment Repairs	Albert Lea Steel, Inc		40.00
	08/24/2026	602 Sewer	Supplies	Albert Lea Steel, Inc		88.92
	08/24/2026	101 General	Machinery & Equipment	Albert Lea Steel, Inc		170.82
	08/24/2026	701 CG - Vehicle & Equip Capital	Vehicles (Licensed)	Albert Lea Steel, Inc		480.49
	08/24/2026	602 Sewer	Vehicle/Equipment Parts	Albert Lea Steel, Inc		19.02
	08/24/2026	101 General	Supplies	Amazon Capital Services Inc		40.98
	08/24/2026	101 General	Vehicle/Equipment Parts	Amazon Capital Services Inc		28.45
	08/24/2026	602 Sewer	Furniture, Equipment & Tools	Amazon Capital Services Inc		404.65
	08/24/2026	101 General	Furniture, Equipment & Tools	Amazon Capital Services Inc		187.99
	08/24/2026	101 General	Supplies	Amazon Capital Services Inc		70.62
	08/24/2026	101 General	Audio Visual	Amazon Capital Services Inc		17.95
	08/24/2026	101 General	Vehicle/Equipment Parts	Amazon Capital Services Inc		77.99
	08/24/2026	101 General	Supplies	Amazon Capital Services Inc		34.98
	08/24/2026	101 General	Books	Amazon Capital Services Inc		88.96
	08/24/2026	101 General	Supplies	Amazon Capital Services Inc		70.12
	08/24/2026	101 General	Supplies	Amazon Capital Services Inc		40.33
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		24.39
	08/24/2026	101 General	Supplies	APH Stores, Inc.		49.26
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		176.99
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		135.42
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		10.56
	08/24/2026	101 General	Furniture, Equipment & Tools	APH Stores, Inc.		60.91

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		54.73
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		3.49
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		7.61
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		54.99
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		123.81
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		7.47
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		95.19
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		37.83
	08/24/2026	602 Sewer	Supplies	APH Stores, Inc.		63.98
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		70.07
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		23.94
	08/24/2026	101 General	Furniture, Equipment & Tools	APH Stores, Inc.		179.95
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		76.30
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		34.27
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		50.98
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		82.57
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		-38.99
	08/24/2026	602 Sewer	Supplies	APH Stores, Inc.		2.98
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		190.38
	08/24/2026	101 General	Lubricants & Additives	APH Stores, Inc.		69.26
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		14.12
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		16.01
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		24.60
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		20.97
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		111.52
	08/24/2026	602 Sewer	Supplies	APH Stores, Inc.		20.99
	08/24/2026	101 General	Supplies	APH Stores, Inc.		14.97
	08/24/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		125.99
	08/24/2026	101 General	Periodicals & Magazines	Archaeology Magazine		36.97
	08/24/2026	232 Housing Program Fund	Taxes, License & Permit Fees	Arden Title LLC		350.00
	08/24/2026	101 General	Vehicle/Equipment Parts	Arnold's of Alden, Inc		63.03
	08/24/2026	101 General	Telephone & Internet	AT&T		60.67
	08/24/2026	602 Sewer	Telephone & Internet	AT&T Mobility II LLC		16.65
	08/24/2026	101 General	Legal Services	Barna, Guzy & Steffen, Ltd		67.50
	08/24/2026	496 2026 Projects	Cash and Investments	Bolton & Menk Inc		56,299.50
	08/24/2026	496 2026 Projects	Cash and Investments	Bolton & Menk Inc		-56,299.50
	08/24/2026	496 2026 Projects	Engineering Services	Bolton & Menk Inc		56,299.50
	08/24/2026	225 Airport	Engineering Services	Bolton & Menk Inc		5,250.00
	08/24/2026	101 General	Supplies	Bomgaars Supply Inc		53.70
	08/24/2026	101 General	Safety Equipment	Bomgaars Supply Inc		96.99
	08/24/2026	602 Sewer	Supplies	Bomgaars Supply Inc		78.87
	08/24/2026	101 General	Furniture, Equipment & Tools	Bomgaars Supply Inc		16.99
	08/24/2026	101 General	Supplies	Bomgaars Supply Inc		54.36
	08/24/2026	601 Water	Supplies	Bomgaars Supply Inc		6.39

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
	08/24/2026	101 General	Supplies	Bomgaars Supply Inc		37.98
	08/24/2026	602 Sewer	Supplies	Bomgaars Supply Inc		54.95
	08/24/2026	602 Sewer	Supplies	Bomgaars Supply Inc		10.99
	08/24/2026	101 General	Supplies	Bomgaars Supply Inc		22.47
	08/24/2026	101 General	Supplies	Bomgaars Supply Inc		10.98
	08/24/2026	101 General	Vehicle/Equipment Parts	Bomgaars Supply Inc		9.99
	08/24/2026	101 General	Supplies	Bomgaars Supply Inc		9.74
	08/24/2026	602 Sewer	Supplies	Bomgaars Supply Inc		68.13
	08/24/2026	101 General	Rents & Leases	John R. Butler		1,192.50
	08/24/2026	101 General	Supplies	John R. Butler		125.00
	08/24/2026	101 General	Building Maintenance	Cedar Valley Services, Inc		1,600.00
	08/24/2026	101 General	Machinery & Equipment	Cemstone Products Company		1,937.50
	08/24/2026	101 General	Books	Cengage Learning, Inc		116.80
	08/24/2026	101 General	Books	Cengage Learning, Inc		25.60
	08/24/2026	101 General	Books	Center Point, Inc		122.85
	08/24/2026	101 General	Telephone & Internet	Charter Communications Holdings LLC		189.99
	08/24/2026	496 2026 Projects	Cash and Investments	Chosen Valley Testing Inc		825.00
	08/24/2026	496 2026 Projects	Engineering Services	Chosen Valley Testing Inc		825.00
	08/24/2026	496 2026 Projects	Cash and Investments	Chosen Valley Testing Inc		-825.00
	08/24/2026	101 General	Postage	Church Offset Printing, Inc		3,426.41
	08/24/2026	101 General	Advertising - Other	Church Offset Printing, Inc		6,857.00
	08/24/2026	602 Sewer	Laundry Services	Cintas Corporation		115.91
	08/24/2026	101 General	Laundry Services	Cintas Corporation		28.18
	08/24/2026	101 General	Laundry Services	Cintas Corporation		28.82
	08/24/2026	101 General	Laundry Services	Cintas Corporation		28.18
	08/24/2026	101 General	Laundry Services	Cintas Corporation		28.82
	08/24/2026	101 General	Laundry Services	Cintas Corporation		28.18
	08/24/2026	101 General	Laundry Services	Cintas Corporation		28.82
	08/24/2026	602 Sewer	Laundry Services	Cintas Corporation		115.91
	08/24/2026	101 General	Machinery & Equipment	Coach Cliff's Gaga Ball Pits, LLC		6,496.30
	08/24/2026	101 General	Supplies	Commercial Recreation Specialists		180.00
	08/24/2026	101 General	Rents & Leases	Coordinated Business Systems LTD		57.42
	08/24/2026	101 General	Rents & Leases	Coordinated Business Systems LTD		69.50
	08/24/2026	601 Water	Supplies	Core & Main LP		578.46
	08/24/2026	101 General	Street Maintenance Materials	Croell, Inc.		1,107.88
	08/24/2026	101 General	Vehicle and Equipment Repairs	Dave Syverson, Inc.		1,617.63
	08/24/2026	101 General	Lubricants & Additives	Diesel Direct Central LLC		1,137.10
	08/24/2026	101 General	Lubricants & Additives	Diesel Direct Central LLC		330.70
	08/24/2026	101 General	Supplies	Driessen Water Inc		136.00
	08/24/2026	602 Sewer	Rents & Leases	Driessen Water Inc		100.05
	08/24/2026	101 General	Supplies	Driessen Water Inc		56.00
	08/24/2026	602 Sewer	Rents & Leases	Driessen Water Inc		210.82
	08/24/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	08/24/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
	08/24/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	08/24/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		250.00
	08/24/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		200.00
	08/24/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	08/24/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	08/24/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	08/24/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	08/24/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		200.00
	08/24/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		250.00
	08/24/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		175.00
	08/24/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	08/24/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		250.00
	08/24/2026	496 2026 Projects	Cash and Investments	Erickson Engineering Co, LLC		-164.00
	08/24/2026	496 2026 Projects	Engineering Services	Erickson Engineering Co, LLC		164.00
	08/24/2026	496 2026 Projects	Cash and Investments	Erickson Engineering Co, LLC		164.00
	08/24/2026	101 General	Supplies	ESS Brothers and Sons Inc.		5,756.00
	08/24/2026	101 General	Supplies	Eull's Manufacturing LLC		907.00
	08/24/2026	101 General	Chemicals & Chemical Products	FHR Investments, LP		13,130.72
	08/24/2026	234 Blight/Hazardous Mitigation	Taxes, License & Permit Fees	Freeborn County Auditor-Treasurer		1.65
	08/24/2026	234 Blight/Hazardous Mitigation	Taxes, License & Permit Fees	Freeborn County Auditor-Treasurer		70.00
	08/24/2026	101 General	Supplies	Freeborn County Co-op Oil Co. Inc.		21.58
	08/24/2026	101 General	Legal Notices & Recording	Freeborn County Recorder		46.00
	08/24/2026	234 Blight/Hazardous Mitigation	Legal Notices & Recording	Freeborn County Recorder		276.00
	08/24/2026	101 General	Legal Notices & Recording	Freeborn County Recorder		46.00
	08/24/2026	101 General	Legal Notices & Recording	Freeborn County Recorder		46.00
	08/24/2026	101 General	Legal Notices & Recording	Freeborn County Recorder		46.00
	08/24/2026	232 Housing Program Fund	Electric Utilities	Freeborn Mower Electric Cooperative		17.96
	08/24/2026	601 Water	Electric Utilities	Freeborn Mower Electric Cooperative		111.00
	08/24/2026	230 Economic Development	Electric Utilities	Freeborn Mower Electric Cooperative		25.00
	08/24/2026	230 Economic Development	Electric Utilities	Freeborn Mower Electric Cooperative		232.86
	08/24/2026	232 Housing Program Fund	Electric Utilities	Freeborn Mower Electric Cooperative		34.01
	08/24/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		2,165.68
	08/24/2026	602 Sewer	Electric Utilities	Freeborn Mower Electric Cooperative		3,594.99
	08/24/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		48.03
	08/24/2026	225 Airport	Electric Utilities	Freeborn Mower Electric Cooperative		1,328.64
	08/24/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		16,573.68
	08/24/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		7,604.57
	08/24/2026	602 Sewer	Electric Utilities	Freeborn Mower Electric Cooperative		50,819.21
	08/24/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		1,167.04
	08/24/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		349.22
	08/24/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		155.26
	08/24/2026	603 Solid Waste	Electric Utilities	Freeborn Mower Electric Cooperative		56.40
	08/24/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		946.68
	08/24/2026	603 Solid Waste	Electric Utilities	Freeborn Mower Electric Cooperative		68.28

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
	08/24/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		458.76
	08/24/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		1,349.09
	08/24/2026	602 Sewer	Electric Utilities	Freeborn Mower Electric Cooperative		500.61
	08/24/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		3,876.92
	08/24/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		82.04
	08/24/2026	601 Water	Improvements Other Than Bldgs	GM Contracting		261,415.89
	08/24/2026	601 Water	Expert & Professional Services	Gopher State One-Call, Inc.		426.60
	08/24/2026	101 General	Vehicle and Equipment Repairs	Hanson Tire Service of Albert Lea, Inc		177.44
	08/24/2026	101 General	Vehicle and Equipment Repairs	Hanson Tire Service of Albert Lea, Inc		79.91
	08/24/2026	602 Sewer	Chemicals & Chemical Products	Hawkins, Inc.		3,465.30
	08/24/2026	602 Sewer	Chemicals & Chemical Products	Hawkins, Inc.		4,956.84
	08/24/2026	601 Water	Chemicals & Chemical Projects	Hawkins, Inc.		9,490.74
	08/24/2026	601 Water	Vehicle and Equipment Repairs	Hawkins, Inc.		750.00
	08/24/2026	602 Sewer	Supplies	HD Supply Inc		771.00
	08/24/2026	602 Sewer	Supplies	HD Supply Inc		278.11
	08/24/2026	602 Sewer	Supplies	HD Supply Inc		675.42
	08/24/2026	602 Sewer	Supplies	HD Supply Inc		2,319.86
	08/24/2026	602 Sewer	Supplies	HD Supply Inc		763.12
	08/24/2026	101 General	Periodicals & Magazines	Hobby Farms		39.95
	08/24/2026	605 Utility Line Protection Plan	Protection Plan Services	HomeServe USA Corp		30,892.86
	08/24/2026	101 General	Uniforms	HPI2, LLC		810.48
	08/24/2026	101 General	Rents & Leases	Huber Supply Company Inc.		187.75
	08/24/2026	101 General	Supplies	Hy-Vee, Inc.		433.74
	08/24/2026	101 General	Software/Software Subscription	ImageTrend LLC		4,179.18
	08/24/2026	101 General	Books	Ingram Library Services		318.97
	08/24/2026	101 General	Books	Ingram Library Services		270.44
	08/24/2026	101 General	Books	Ingram Library Services		140.57
	08/24/2026	101 General	Books	Ingram Library Services		537.02
	08/24/2026	101 General	Books	Ingram Library Services		467.90
	08/24/2026	101 General	Special Programs	Ingram Library Services		74.14
	08/24/2026	101 General	Expert & Professional Services	Intellicents Inc		2,000.00
	08/24/2026	101 General	Software/Software Subscription	Interactive Data LLC		9.00
	08/24/2026	101 General	Expert & Professional Services	Interstate Services, Inc		30.00
	08/24/2026	401 Capital Project Revolving Fund	Building & Bldg Improvements	Jeremiah Jacobson		13,206.81
	08/24/2026	496 2026 Projects	Cash and Investments	Jensen Excavating & Trucking		36,885.89
	08/24/2026	496 2026 Projects	Cash and Investments	Jensen Excavating & Trucking		-36,885.89
	08/24/2026	496 2026 Projects	City Engineering Charge	Jensen Excavating & Trucking		2,732.29
	08/24/2026	496 2026 Projects	Improvements Other Than Bldgs	Jensen Excavating & Trucking		34,153.60
	08/24/2026	101 General	Engineering Fees	Jensen Excavating & Trucking		-2,732.29
	08/24/2026	409 Storm Water Capital Projects	Expert & Professional Services	Jensen Excavating & Trucking		16,777.00
	08/24/2026	101 General	Building Repair Supplies	Jim & Dudes Plumbing & Heating, Inc.		1,014.46
	08/24/2026	602 Sewer	Supplies	Jim & Dudes Plumbing & Heating, Inc.		38.50
	08/24/2026	601 Water	Supplies	Jim & Dudes Plumbing & Heating, Inc.		37.00
	08/24/2026	234 Blight/Hazardous Mitigation	Expert & Professional Services	Jim's Excavation LLC		8,300.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
	08/24/2026	234 Blight/Hazardous Mitigation	Expert & Professional Services	Jim's Excavation LLC		7,400.00
	08/24/2026	234 Blight/Hazardous Mitigation	Hazard Prop Removal-Assessed	Jim's Excavation LLC		7,400.00
	08/24/2026	101 General	Expert & Professional Services	Johnson Construction and Tree Service		8,000.00
	08/24/2026	602 Sewer	Chemicals & Chemical Products	Kriss Premium Products, Inc.		1,535.92
	08/24/2026	101 General	Vehicle/Equipment Parts	Lawson Products Inc		39.09
	08/24/2026	101 General	Supplies	Lawson Products Inc		67.36
	08/24/2026	101 General	Furniture, Equipment & Tools	Lawson Products Inc		185.56
	08/24/2026	101 General	Workers Comp Deductible	League of MN Cities Insurance Trust		322.83
	08/24/2026	101 General	Workers Comp Deductible	League of MN Cities Insurance Trust		2,266.49
	08/24/2026	601 Water	Supplies	Locators and Supplies, Inc.		598.55
	08/24/2026	101 General	Expert & Professional Services	MCHS - Albert Lea and Austin		44.00
	08/24/2026	101 General	Expert & Professional Services	MCHS - Albert Lea and Austin		57.00
	08/24/2026	101 General	Expert & Professional Services	MCHS - Albert Lea and Austin		87.00
	08/24/2026	101 General	Expert & Professional Services	Medtox Laboratories, Inc.		50.00
	08/24/2026	101 General	Rents & Leases	Metro Sales, Inc		250.85
	08/24/2026	101 General	Rents & Leases	Metro Sales, Inc		11.00
	08/24/2026	225 Airport	Telephone & Internet	MetroNet Holding LLC		38.34
	08/24/2026	101 General	Audio Visual	Midwest Tape, LLC		2,019.02
	08/24/2026	101 General	Gas Utilities	Minnesota Energy Resources		80.39
	08/24/2026	101 General	Gas Utilities	Minnesota Energy Resources		60.91
	08/24/2026	101 General	Gas Utilities	Minnesota Energy Resources		18.81
	08/24/2026	101 General	Software/Software Subscription	Motorola Solutions, Inc.		2,040.00
	08/24/2026	101 General	Supplies	National Sign Company, LLC		827.00
	08/24/2026	101 General	Vehicle and Equipment Repairs	North Central International LLC		1,917.91
	08/24/2026	225 Airport	Vehicle and Equipment Repairs	North Central International LLC		14,193.70
	08/24/2026	101 General	Expert & Professional Services	Office of MN IT Services-Accts. Rec.		218.40
	08/24/2026	412 Recreation Facilities Project	Building & Bldg Improvements	PEC Solutions LLC		3,876.00
	08/24/2026	101 General	Building Maintenance	Plunkett's Pest Control Inc		40.68
	08/24/2026	101 General	Tires	Pomp's Tire Service Inc		320.00
	08/24/2026	101 General	Vehicle and Equipment Repairs	Pomp's Tire Service Inc		107.14
	08/24/2026	101 General	Vehicle and Equipment Repairs	Pomp's Tire Service Inc		28.89
	08/24/2026	602 Sewer	Vehicle and Equipment Repairs	Pomp's Tire Service Inc		25.61
	08/24/2026	101 General	Vehicle/Equipment Parts	Ronco Engineering Sales		29.28
	08/24/2026	101 General	Vehicle/Equipment Parts	Sanco Equipment LLC		372.17
	08/24/2026	101 General	Library Selco/Software	Selco		1,937.27
	08/24/2026	101 General	Library Selco/Software	Selco		-111.20
	08/24/2026	602 Sewer	Supplies	Sherwin-Williams		183.36
	08/24/2026	601 Water	Supplies	Sherwin-Williams		15.44
	08/24/2026	101 General	Expert & Professional Services	Sir Lines-A-Lot LLC		3,913.65
	08/24/2026	101 General	Rents & Leases	Skyline Plaza Associates		4,150.00
	08/24/2026	101 General	Expert & Professional Services	Southern Minnesota Inspection Company		404.50
	08/24/2026	101 General	Periodicals & Magazines	Star Tribune		870.90
	08/24/2026	101 General	Periodicals & Magazines	Taunton Press		69.95
	08/24/2026	101 General	Expert & Professional Services	The Davey Tree Expert Company		203.50

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
	08/24/2026	101 General	Expert & Professional Services	The Davey Tree Expert Company		23,766.77
	08/24/2026	101 General	Periodicals & Magazines	The Wall Street Journal		812.93
	08/24/2026	602 Sewer	Vehicle and Equipment Repairs	Thompson Electric		431.38
	08/24/2026	101 General	Refuse Disposal	Thompson Sanitation, Inc.		146.34
	08/24/2026	101 General	Refuse Disposal	Thompson Sanitation, Inc.		78.06
	08/24/2026	101 General	Refuse Disposal	Thompson Sanitation, Inc.		183.32
	08/24/2026	101 General	Refuse Disposal	Thompson Sanitation, Inc.		25.30
	08/24/2026	101 General	Refuse Disposal	Thompson Sanitation, Inc.		213.98
	08/24/2026	101 General	Hot Spots	T-Mobile		1,291.55
	08/24/2026	234 Blight/Hazardous Mitigation	Loans,Grants,Incentives	Turning Point Real Estate, LLC		6,200.00
	08/24/2026	234 Blight/Hazardous Mitigation	Loans,Grants,Incentives	Turning Point Real Estate, LLC		5,000.00
	08/24/2026	101 General	Supplies	Uline, Inc.		158.11
	08/24/2026	101 General	Prepaid Postage	United States Postal Service		2,000.00
	08/24/2026	401 Capital Project Revolving Fund	Building & Bldg Improvements	US LBM Operating Co 3009 LLC		213.24
	08/24/2026	401 Capital Project Revolving Fund	Building & Bldg Improvements	US LBM Operating Co 3009 LLC		358.53
	08/24/2026	401 Capital Project Revolving Fund	Building & Bldg Improvements	US LBM Operating Co 3009 LLC		321.69
	08/24/2026	401 Capital Project Revolving Fund	Building & Bldg Improvements	US LBM Operating Co 3009 LLC		100.50
	08/24/2026	401 Capital Project Revolving Fund	Building & Bldg Improvements	US LBM Operating Co 3009 LLC		386.11
	08/24/2026	401 Capital Project Revolving Fund	Building & Bldg Improvements	US LBM Operating Co 3009 LLC		174.24
	08/24/2026	401 Capital Project Revolving Fund	Building & Bldg Improvements	US LBM Operating Co 3009 LLC		58.08
	08/24/2026	101 General	Periodicals & Magazines	Value Line Publishing LLC		470.00
	08/24/2026	101 General	Supplies	Kelly Wangsness		300.00
	08/24/2026	602 Sewer	Refuse Disposal	Waste Management of WI-MN		716.29
	08/24/2026	602 Sewer	Refuse Disposal	Waste Management of WI-MN		377.58
	08/24/2026	603 Solid Waste	Refuse Disposal	Waste Management of WI-MN		2,075.38
	08/24/2026	603 Solid Waste	Refuse Disposal	Waste Management of WI-MN		7,429.46
	08/24/2026	101 General	Telephone & Internet	Winnebago Cooperative Telecom Assn		310.19
	08/24/2026	101 General	Telephone & Internet	Winnebago Cooperative Telecom Assn		84.44
	08/24/2026	602 Sewer	Machinery & Equipment	WW Goetsch Associates Inc		78,168.00
	08/24/2026	101 General	Lubricants & Additives	Ziegler Inc		749.04
	08/24/2026	101 General	Vehicle/Equipment Parts	Ziegler Inc		815.00
Report Total:						1,727,556.24