



AGENDA FOR THE WORK SESSION AND THE
REGULAR MEETING OF THE
ALBERT LEA CITY COUNCIL – September 28, 2026
WORK SESSION – 5:30 PM – REGULAR MEETING – 7:00 PM

WORK SESSION – 5:30 PM

I. REVIEW COUNCIL MEETING AGENDA OF SEPTEMBER 28, 2026

REGULAR MEETING – 7:00 PM

I. CALL TO ORDER AND ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. CEREMONIAL ITEMS

A. Proclamation – October is Domestic Violence Awareness Month – Kim Tiegs

IV. PUBLIC FORUM

V. CONSENT AND APPROVAL OF AGENDA

- A. Approve Minutes of the September 14, 2026 Regular Council Meeting
- B. Approve Minutes of the September 14, 2026 Work Session
- C. Approve Minutes of the September 10, 2026 Special Council/EDA Meeting
- D. Appointment of Michael Davis to the Board of Zoning Appeals
- E. Resolution Declaring Unclaimed and Abandoned Property and Authorizing City Sale Following Published Notice
- F. Resolution Accepting Towards Zero Deaths (TZD) Enforcement Grant
- G. Resolution in Support of MPCA Grant – Green Acres
- H. Lodging Tax Agreement with the CVB

VI. PETITIONS, REQUESTS AND COMMUNICATIONS

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

- A. Public Hearing and Resolution Regarding Vacation of Easement – Summerdale Townhomes First Subdivision



**AGENDA FOR THE WORK SESSION AND THE
REGULAR MEETING OF THE
ALBERT LEA CITY COUNCIL – September 28, 2026
WORK SESSION – 5:30 PM – REGULAR MEETING – 7:00 PM**

- B. Public Hearing and Resolution Regarding:
 - 1) Vacating Easement for Public Roadway and Street Purposes, and any Associated Drainage and Utility Easements in Auditor's Plat No. 3
 - 2) Vacating Easement for Underground Sanitary Sewer and Water Main Pipeline, Drainage and Utility, and Street and Roadway in Home Addition
 - 3) Vacating Easement for Constructing and Maintaining Underground Sanitary Sewer and Watermain Pipe in Third Home Addition
- C. Resolution Approving Conditional Use Permit for a Retail Gas Station and Convenience Store Facility at 219 Garfield Ave.
- D. Resolution Approving Stormwater Maintenance Agreement
- E. Resolution Accepting Donations as Presented to the City of Albert Lea
- F. Resolution Opting to Increase Firefighter Benefit Level for Firefighters Vested in the Statewide Volunteer Firefighter Plan
- G. Resolution Adopting 2027 Preliminary Budget and Property Tax Levy
- H. Resolution Adopting 2027 HRA Preliminary Property Tax Levy
- I. Resolution Adopting 2027 EDA Preliminary Property Tax Levy
- J. Resolution Authorizing a Small Cities Development Program Local Income Plan Forgivable Loan for Renovation of LMI Family Property Located at 225 Pearl Street S.
- K. Resolution Authorizing Broadway Ridge Grant Agreement for 224 Clark St. E.
- L. Resolution Authorizing Broadway Ridge Grant Agreement for 127 S. Broadway Ave.

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: September 14, 2026
Re: September 14, 2026 City Council Meeting

V. CONSENT AND APPROVAL OF AGENDA

D. Appointment of Michael Davis to the Board of Zoning Appeals – Aaron Farris has resigned from the Board of Zoning Appeals, and Michael Davis has been selected to serve out the rest of Aaron Farris's term. Mayor Murray has reviewed Michael's application and has approved his appointment to the Board of Zoning Appeals.

E. Resolution Declaring Unclaimed and Abandoned Property and Authorizing City Sale Following Published Notice - Per Minnesota statute, the City must declare unclaimed city property as abandoned or surplus to sell it. The statute also requires that it be sold via public sale. The sale will consist of a 2026 Hammerhead go-kart, its contents, and a Polaris snowmobile, year unknown. Staff recommends approval to declare excess city property as abandoned or surplus.

See attached resolution.

F. Resolution Accepting Towards Zero Deaths (TZD) Enforcement Grant Award – MN Department of Public Safety - The Albert Lea Police Department has been awarded \$24,900.00 from the Office of Traffic Safety for participation in the Towards Zero Deaths (TZD) Grant. This grant program reimburses the city for costs associated with assigning police officers to participate in next year's designated enforcement waves. Sgt. Stephen Charboneau will be the administrator of the grant. The ALPD has participated in this grant program for many years. Staff recommends accepting the grant.

See attached resolution.

- G. Resolution in Support of MPCA Grant – Green Acres – The Albert Lea Economic Development Agency (ALEDA) wrote a letter in support of Green Acres Matter's application to the Minnesota Pollution Control Agency's (MPCA's) Industrial Innovation in Food Systems Technical Assistance and Planning Grant Program. The City is doing the same through a resolution. The grant is intended to help food and beverage manufacturers and organic waste processors cut pollution and improve efficiency. There is no financial obligation to the City for this grant but the City has contributed Tax Increment Financing support for the development.

See attached resolution.

- H. Lodging Tax Agreement With the CVB – This agreement will move the collection process to the State. The city will lose a small amount of administrative revenue and has already been accounted for in the 2027 Budget. The complexity of collecting from peer to peer or short-term rentals is better handled by the State. The city will need to follow up with an ordinance amending our existing lodging tax ordinance. Nothing proposed is to change the rate of the tax, just the process.

See attached agreement.

VI. PETITIONS, REQUESTS AND COMMUNICATIONS

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

- A. Resolution Regarding Vacation of Easement – Summerdale Townhomes First Subdivision and Summer Dale Addition - *Two separate easements in Summerdale Townhomes First Subdivision and Summer Dale Addition were discovered in part of a property sale. The easements have been determined to have no public purpose, and vacating will help streamline the sale of the affected properties.*

Attached are Exhibit A and Exhibit B, which describe and depict the existing easements. Staff recommends approval.

See attached resolution and exhibits.

- B.1 Resolution Vacating Easement for Public Roadway and Street Purposes, and any Associated Drainage and Utility Easements in Auditor's Plat No. 3 – *At the request of*

Kwik Trip and in advance of selling Lot 1, Block 1 of Blazing Star No. 2, staff has amended or corrected language in previously recorded easement vacation documents. The attached resolution states that proper notice has been published as well as mailed to all affected property owners and that the easements previously described as Auditor's Plat No. 3 no longer serve a public purpose and that title shall transfer to Kwik Trip free of any sanitary sewer, water main pipeline, drainage and utility, and street and roadway easements that may have previously existed. Staff recommends approval.

See attached resolution.

- B.2 Vacating Easement for Underground Sanitary Sewer and Water Main Pipeline, Drainage and Utility, and Street and Roadway in Home Addition - *At the request of Kwik Trip and in advance of selling Lot 1, Block 1 of Blazing Star No. 2, staff has amended or corrected language in previously recorded easement vacation documents. The attached resolution states that proper notice has been published as well as mailed to all affected property owners and that the easements no longer serve a public purpose and that title shall transfer to Kwik Trip free of any sanitary sewer, water main pipeline, drainage and utility, and street and roadway easements that may have previously existed. Staff recommends approval.*

See attached resolution.

- B.3 Vacating Easement for Constructing and Maintaining Underground Sanitary Sewer and Watermain Pipe in Third Home Addition - *At the request of Kwik Trip and in advance of selling Lot 1, Block 1 of Blazing Star No. 2, staff has amended or corrected language in previously recorded easement vacation documents. The attached confirms that the property was part of Third Home Addition and is now locally known as the Blazing Star No. 3 Plat, being a re-plat of Lot 1, Block 1 of Blazing Star No. 2, being part of Auditors plat No. 2 (Torrens Certificate No. 10359) states that proper notice has been published as well as mailed to all affected property owners and that the title shall transfer to Kwik Trip free of any sanitary sewer, watermain pipe line, drainage and utility, and that the existing easements for underground sanitary sewer and watermain pipe line no longer serve a purpose to the public and should be vacated. Staff recommends approval.*

See attached resolution.

- C. Resolution Approving Conditional Use Permit for a Retail Gas Station and Convenience Store Facility at 219 Garfield Ave. - *Kwik Trip Inc. applied for a conditional use permit for a 11,000 sq ft retail gas station, car wash, and convenience store located on the Blazing Star. The PD Planned Development District states that all uses shall be permitted by conditional use permit, and all elements of the site development shall be controlled within the conditional use permit.*

The Planning Commission held a public hearing on Tuesday, September 1, 2026 and made the following findings:

- 1) The application is consistent with the 2040 Comprehensive Plan, which designates the property as a downtown mixed-use district whose purpose is to capitalize on opportunities that enhance and improve land use patterns and allow for a combination of residential and commercial uses.*
- 2) The proposed project meets the conditions of the PD Planned Development District related to density, size, open space, and green space.*
- 3) The proposed project will transform a previously abandoned site into a productive use.*
- 4) The proposed development is compatible with the surrounding uses and will not negatively impact the public health, safety, and welfare of the surrounding area.*

Planning Commission recommends approval of the Conditional Use permit with the following conditions:

- 1) Ground and/or rooftop equipment be screened.*
- 2) Trash enclosures be constructed with like building materials.*
- 3) A stormwater pond maintenance agreement be entered into and adhered to.*

See attached resolution and site plan.

- D. Resolution Approving Stormwater Maintenance Agreement - *The attached agreement outlines construction, maintenance and inspection responsibilities*

between Kwik Trip and the City of Albert Lea for a stormwater pond located on Blazing Star No 2. Staff recommends approval.

See attached resolution, agrmt. and exhibits.

- E. Resolutions Accepting Donations as Presented to the City of Albert Lea – *The City of Albert Lea is generally authorized to accept donations pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens. Staff recommends acceptance of the following donations as submitted for Council review and approval.*

- *Kennel Club of Freeborn County – Electrical Upgrade Arena Parking lot*

See attached resolution.

- F. Resolution Opting to Increase Firefighter Benefit Level for Firefighters Vested in the Statewide Volunteer Firefighter Plan - *The Albert Lea Fire Rescue Paid-on-call members are requesting a 3-year agreement to increase their year-per-service credit while allowing the City of Albert Lea to split the state fire aid and utilize the bulk aid to supplement the full-time fire pensions. The current year-per-service level is \$4300.00. They request an increase to \$4500 in 2027, \$4700 in 2028, and \$5000 in 2029. With the current balance and investments, the plan will remain over 300% funded through this increase. It is recommended to agree to the 3-year plan, increase the paid-on-call pension levels, and split the state fire aid for those 3 years.*

See attached resolution.

- G. Resolution Adopting 2027 Preliminary Budget and Property Tax Levy – *This resolution adopts the 2027 preliminary general fund budget and tax levy. The levy is a 7.87% increase over the 2026 final tax levy. The preliminary property tax levy of \$9,960,000 can be reduced before final adoption in December but not increased. Finance Director Kristi Brutlag will have a presentation on the 2027 Preliminary General Fund Budget and General Fund and Debt Tax Levy.*

See attached resolution and exhibit.

- H. Resolution Adopting 2027 HRA Levy – *This resolution adopts the 2027 HRA Levy of \$300,533. Minnesota Statute 469.033 subdivision 6 limits the HRA levy to .0185 percent of the estimated market value. For 2026 the maximum amount is .0185% of \$1,624,505,175 or \$300,533. The HRA is requesting these funds be designated for*

redevelopment. This levy can be reduced but not increased before final adoption in December. The designation of the funds can be changed before final adoption in December. The HRA board requests approval.

See attached resolution.

- I. Resolution Adopting 2027 EDA Levy – *This resolution adopts the 2027 EDA Levy of \$170,000. Minnesota Statute 469.107 subdivision 1 limits the EDA levy to .01813 percent of the estimated market value. For 2026 the maximum amount is .01813% of \$1,6624,505,175 or \$294,523. The EDA is requesting that these funds be designated for economic and housing development. This levy can be reduced but not increased before final adoption in December. The designation of the funds can be changed before final adoption in December. The EDA board should first adopt the preliminary budget.*

See attached resolution.

- J. Resolution Authorizing SCDP Local Income Plan Forgivable Loan for Renovation of LMI Family Property Located at – 225 Pearl Street South - *The City of Albert Lea was awarded Small Cities Development Program (SCDP) funds to develop viable, eligible communities and provide suitable living environments by expanding economic opportunities principally benefiting low- to moderate-income households. As such, Landmark Apartments of Albert Lea, LLC has applied for SCDP funds to install new windows, HVAC, a water heater, and exterior paint at 225 Pearl Street South.*

The attached Agreement authorizes the City Manager and Mayor to enter into a Loan Agreement for a maximum amount of Twelve Thousand Five Hundred and no/100, which is forgivable after five (5) years, provided the property isn't sold, transferred, or conveyed before the end of the five years. Staff recommends approval.

See attached resolution and agreement.

- K. Resolution Authorizing Broadway Ridge Grant Agreement for 224 E. Clark Street – *The Broadway Ridge Urban Renewal Grant is intended to provide financial*

assistance to owners of historic commercial property interested in making façade improvements in order to preserve the architectural character that is unique to Albert Lea's downtown commercial historic district. Dan Dorman, on behalf of Junior and Wanda Dorman Irrevocable Trusts, at 224 E Clark Street, has applied for grant funding for building wall repair and tuckpointing in the amount of \$20,940, which will provide a matching grant of \$10,470.00. The project has been inspected and approved by the City's Building Official. Staff recommends approval.

See attached resolution and agreement.

- L. Resolution Authorizing Broadway Ridge Grant Agreement for 127 South Broadway Ave. – *The Broadway Ridge Urban Renewal Grant is intended to provide financial assistance to owners of historic commercial property interested in making façade improvements to preserve the architectural character that is unique to Albert Lea's downtown commercial historic District.*

CCH Rental Services, LLC previously applied for a matching grant in the amount of \$16,210.62 to be awarded to provide for removing and replacing storefront windows and doors and new windows on the upper front and back of the building, completed in September of 2024.

CCH Rental Services LLC applied for additional grant funds for tuckpointing in the amount of \$72,500, which would provide matching funds of \$36,250. However, the maximum grant in support of a qualifying project for any one building shall not exceed \$50,000 in five years. Instead, the applicant will receive an additional \$33,789.38 in matching funds to reach the maximum grant amount of \$50,000.

The project has been approved by the City's Building Official. Staff recommends approval.

See attached resolution and agreement.

XI. APPROVAL OF CLAIMS

- A. Resolution Approving Claims – The attached resolution directs the Mayor and City Treasurer to issue the 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
September 14, 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: Deputy Chief of Police Darin Palmer, Fire Chief Jeff Laskowske, Human Resource Director Mike Zelenak

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

A. Proclamation – See Tracks? Think Train® - Rail Safety Week.

Mayor Murray read the proclamation aloud and formally presented it to the representatives in attendance.

PUBLIC FORUM

Don Blake spoke on behalf of the design and construction committee for the Eddie Cochran statue. He reported that the statue will be unveiled during the Eddie Cochran Car Show in June 2027. He noted they expect a significant increase in participating vehicles and expressed the committee's interest in securing additional parking near the event, preferably in the North Lot.

CONSENT AND APPROVAL OF AGENDA

- A. Approve Minutes of the August 24, 2026 Regular Council Meeting
- B. Approve Minutes of the August 24, 2026 Work Session
- C. License & Permits
- D. Resolution Approving Gambling Permit – Twin Lakes Firemen's Relief Association
- E. Resolution Declaring 2026 Hometown Pride Fall Cleanup Day

Councilor Baker moved to approve the consent agenda, seconded by Councilor Herman. On a voice 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 26-151 through 26-152
(Included with these minutes))

PETITIONS, REQUESTS AND COMMUNICATIONS - None

UNFINISHED BUSINESS - None

NEW BUSINESS

- A. Public Hearing and Resolutions Regarding Main Corridor Urban Renewal Grant and Revolving Loan Funds Agreement with Carrington Company

A1. Resolution 26-153 Authorizing a Main Corridor Urban Renewal Grant Agreement with Carrington Capital, LLC, 2610-2618 Bridge Ave.

The Main Corridor Renewal Grant is intended to assist property owners in making façade and site improvements that preserve the architectural character of the property, improve the curb-side appeal and/or spur economic development along the City's main commercial corridors.

Carrington Capital, LLC, a limited liability company under the laws of Minnesota, applied for a matching grant for lighting upgrades and improved parking areas. The total project cost is \$30,400.00, and the property owners will receive a matching grant of \$15,200.

Motion made by Councilor Baker 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 26-153
(Included with these minutes)

A2. Resolution 26-154 Permitting an Agreement for an Economic Development Revolving Loan – Carrington Company

The City of Albert Lea considers loans for up to a ten-year term on a case-by-case basis with the criteria of creating and retaining permanent private-sector jobs to fuel above-average economic growth, increase the tax base, and improve employment and economic opportunities within the community.

The Carrington Company has sought to enter into an agreement with the City of Albert Lea for an Economic Development Revolving Loan for \$50,000 over five years at 5.23% interest per annum to create and retain (5) jobs until November 1, 2031.
City Manager recommends approval.

City Manager Rigg emphasized that the loan's amount and structure should not be viewed as establishing precedent, and that this type of loan will not be continuing in the future.

Councilor Christensen noted her appreciation for the City Manager's clarification. She acknowledged earlier concern and hesitation but stated that, following discussion during the Work Session, she will support the loan at this time.

Motion made by Councilor Baker to approve as read, seconded by Councilor Herman. On voice 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 26-154
(Included with these minutes)

B. Resolution 26-155 Approving Joint Letter with Hayward and Freeborn County to the MN DNR to Finish Blazing Star Trail

As explained in the resolution and joint letter with the City of Hayward and Freeborn County, the Minnesota Department of Natural Resources has delayed completion of the Blazing Star State Trail once again. The trail reached a major milestone in 2025 when the DNR connected the segments between Myre-Big Island State Park and Hayward, including the bridge over Albert Lea Lake. However, the DNR pulled the last half-mile of gravel from last year's project, leaving a major obstacle to attracting more trail users, attracting more visitors to our communities, and boosting our tourism industry. The trail has been more than 20 years in the making. A total of 8.1 miles has been completed. There is only a half-mile left to pave. The resolution and letter urge the DNR to finish the job for everyone's benefit. The Hayward City Council is also voting on the resolution tonight, Sept. 14, with the Freeborn County Board voting on its Sept. 15.

Mayor Murray noted that work on the Trail has been underway for more than 30 years. He added that a media conference will be held in the council chambers tomorrow to share the contents of the joint letter with the public.

Motion made by Councilor Anderson to approve as read, seconded by Councilor Christensen. On 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 26-155
(Included with these minutes)

C. Approval of 2026 – 2030 Strategic Plan

This is the final draft after suggestions from the Council, with changes to the vision statement. There were some final edits from staff that were more grammatical or spelling-related. City commission and board members had ample opportunity to ask questions or provide comment on the plan. At the suggestion of the mayor, a few implementation items were deleted that no longer matched the goals or were redundant.

Staff is set to meet in late October to go over the final stages of implementation and the dashboard to track implementation. A strategic plan is a living document that can be updated, changed, and reported on to the Council. It starts with the Council's high-level view, goes to the City Managers mid view, and is better defined and implemented by staff on the ground level.

In response to Mayor Murray's question, Rigg stated that staff will provide quarterly or biannual updates to the Council outlining progress on Strategic Plan implementation. He noted the first report will be delivered within the first six months of 2027 and will summarize actions completed, goals achieved, and items still outstanding. Rigg emphasized that the Council should review each

report and engage in discussion to address any needed adjustments, questions, or concerns related to implementation. He added that ongoing actions by both staff and the Council are what make the Strategic Plan a living document. Mayor Murray concurred, underscoring the importance of monitoring progress and continuing to offer suggestions for improvement.

Motion made by Councilor Baker to approve the 2026-2030 Strategic Plan, seconded by Councilor Herman. On 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.

MAYOR AND COUNCIL REPORTS

First Ward, Councilor Christensen reported:

- Ward Items – None
- Committee Update –
- Public Announcements - Provided an update on the many community events.

Second Ward, Councilor Baker reported:

- Ward Items – None
- Committee Update – Attended an HRA meeting and reported positive results related to ongoing projects.

Third Ward, Councilor Herman reported:

- Ward Items – None
- Committee Update – None
- Public Announcements – Mentioned the many local events he attended over the last two weeks.

Fourth Ward, Councilor Olson reported:

- Ward Items – None
- Committee Update – None
- Public Announcements – Encouraged the community to get out and support the high school sports

Fifth Ward, Councilor Van Beek reported:

- Ward Items – Currently working on two ward items
- Committee Update – None
- Public Announcements – Mentioned on Sept. 19th that the Parade of Flags will be in town honoring the Nation of Patriots, and he encourages everyone to come out and support them.

Sixth Ward, Councilor Anderson reported:

- Ward Items – None
- Committee Update – Attended a recent HRA meeting and budget meeting.

MAYOR REPORT

- Joint HRA/EDA/ALEDA meeting — Participated in the combined HRA, EDA, and ALEDA meeting held on August 19.
- Facility and project tours — Toured the new local Oat Mill facility, followed by a tour of WCTA projects throughout the city.
- Community events — Attended Thursdays on Fountain, Daisy Fest, the Bay Side Ski Show, and the Law Enforcement Appreciation Lunch.

Additional meetings and activities:

- ALEDA monthly meeting
- City budget meeting
- Weekend recovery event
- Knutson Place celebration for Grandparents and Assisted Living Week

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

CITY MANAGER REPORT

- Blazing Star Development — Advancing several active components of the Blazing Star Development initiative.
- GFY Project Review — Completing a punch-list review with GFY for the two recently constructed homes.
- Budget & Negotiations — Continuing development of the upcoming budget and progressing through union negotiation items.
- Economic Development Partnerships — Collaborating with the School District and County Administration on emerging economic development opportunities.
- Succession & Workforce Planning — Beginning internal review of succession planning and workforce development needs.

APPROVAL OF CLAIMS

A. Resolution 26-156 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 26-156
(Included with these minutes)

CLOSED SESSION – Union Negotiations under State Statute 13D.03

Councilor Baker moved to move into closed session at 7:45 p.m.; Councilor Anderson seconded. On a voice call vote, all councilors voted in favor of said motion. Mayor Murray declared the motion passed

Councilor Anderson moved to move out of closed session at 8:42 PM; Councilor Van Beek seconded. On a voice call vote, all councilors voted in favor of said motion. Mayor Murray declared the motion passed.

Mayor Murray stated that council provided direction to the City Manager.

Councilor Herman moved 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, September 28, 2026. On a voice vote, all councilors voted in favor of said motion.

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

ADJOURNMENT: 8:43 PM

Mayor Rich Murray

Daphney Maras
Secretary of the Council

**WORK SESSION MEETING
CITY COUNCIL CHAMBERS, CITY OF ALBERT LEA
September 14, 2026 - 5:30 P.M.**

PRESENT: Mayor Rich Murray, Councilors Rachel Christensen, Larry Baker, Ted Herman, 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.

Councilor Reid Olson arrived at 6:12 PM

ADDITIONAL STAFF PRESENT: Fire Chief Jeff Laskowske, Deputy Chief of Police Darin Palmer, Human Resource Director Mike Zelenak, Community Engagement & Enrichment Director Cathy Malakowsky.

I. PAID-ON-CALL PERA VOLUNTEER FIREFIGHTER PENSION PLAN – CHIEF JEFF LASKOWSKE

Chief Laskowske presented a PowerPoint outlining the Paid-on-Call PERA Pension Plan and the proposed new three-year agreement. The proposal includes increasing the pension benefit from the current \$4,300 per year of service to a phased, three-year adjustment as follows:

- \$4500 - 2027
- \$4700 - 2028
- \$5000 - 2029

He outlined the requirements a POC must meet to qualify for the benefit and reviewed current and projected funding levels. He also summarized the history of State Fire Aid, including how it is calculated and the permitted uses of those funds. He noted that if the proposed increase is not approved, State Fire Aid will not be awarded; if it is approved, the city will receive the aid at no cost to the city.

I. REVIEW COUNCIL MEETING AGENDA OF SEPTEMBER 14, 2026

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

CEREMONIAL ITEMS

A. Proclamation – See Tracks? Think Train® - Rail Safety Week.

PUBLIC FORUM

CONSENT AND APPROVAL OF AGENDA

- A. Approve Minutes of the August 24, 2026 Regular Council Meeting
- B. Approve Minutes of the August 24, 2026 Work Session
- C. License & Permits
- D. Resolution Approving Gambling Permit – Twin Lakes Firemen's Relief Association
- E. Resolution Declaring 2026 Hometown Pride Fall Cleanup Day

PETITIONS, REQUESTS AND COMMUNICATIONS

UNFINISHED BUSINESS

NEW BUSINESS

- A. Public Hearing and Resolutions Regarding Main Corridor Urban Renewal Grant and Revolving Loan Funds Agreement with Carrington Company
 - A1.** Resolution Authorizing a Main Corridor Urban Renewal Grant Agreement with Carrington Capital, LLC, 2610-2618 Bridge Ave.
 - A2.** Resolution Permitting an Agreement for an Economic Development Revolving Loan – Carrington Company

Councilor Christensen observed that the proposed loan amount appears quite generous for a retail operation. City Manager Rigg agreed, noting that this level of loan support for this type of business is not expected to recur.

- B. Resolution Approving Joint Letter with Hayward and Freeborn County to the MN DNR to Finish Blazing Star Trail

Rigg invited Community Engagement & Enrichment Director Malakowsky to explain the joint letter. Malakowsky reviewed the history of the Blazing Star Trail and noted that a half-mile segment remains gravel. She explained that the steep hill leading into that section does not meet ADA standards, prompting the DNR to propose a reroute, a process that could take several years. She stated that a joint letter from the city, Hayward, and Freeborn County will be sent to the DNR urging completion of the remaining gravel segment. She also announced that a news conference is scheduled for tomorrow at 1:00 p.m. in the City Council Chambers.

In response to Mayor Murray's question about the cost to complete that half-mile segment, Public Works Director Jahnke stated that while he did not have a specific cost estimate, the work had been included in the overall project funding. He noted that the DNR later removed it from the project due to the 5% grade.

Councilor Christensen noted that while the project has often been described as "20-plus years in the making," the timeline is closer to 30 years. Malakowsky concurred.

- C. Approval of 2026 – 2030 Strategic Plan

Rigg presented the final draft of the Strategic Plan and outlined the minor revisions. Following the review, the Council indicated they had no additional comments or changes.

MAYOR AND COUNCIL REPORTS

CITY MANAGER REPORT

APPROVAL OF CLAIMS

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

CLOSED SESSION – Union Negotiations under State Statute 13D.03

ADJOURNMENT – 6:30 PM

Dated: September 14, 2026

Daphney Maras
Council Secretary

**SPECIAL CITY COUNCIL MEETING
CITY/ ECONOMIC DEVELOPMENT BUDGET MEETING
ALBERT LEA FIRE STATION, CITY OF ALBERT LEA
SEPTEMBER 10, 2026 – 5:00 PM**

PRESENT: Mayor Rich Murray, Councilors Rachel Christensen, Larry Baker, Ted Herman, Keith Van Beek, Brian Anderson, City Manager Ian Rigg, and City Clerk Daphney Maras.

Councilor Reid Olson arrived at 5:50 PM

Community Engagement & Enrichment Director Cathy Malakowsky attended via Zoom.

STAFF: Fire Chief Jeff Laskowske, Deputy Fire Chief Bart Berven, Community Development Director Megan Boeck, Finance Director Kristi Brutlag, Police Chief Darren Hanson, Deputy Police Chief Darin Palmer, Building/Zoning Official Rob Rice, Human Resource Director Mike Zelenak, Library Director Annice Sevett, Public Works Director Steven Jahnke.

Community Engagement Enrichment Director Cathy Malakowsky participated via Zoom.

I. REVIEW OF THE 2027 CITY AND EDA BUDGET – Kristi Brutlag

Brutlag displayed a PowerPoint outlining the proposed preliminary general fund levy, debt levy, and the Capital Improvement Plan, noting that changes can still be made. She also noted that changes could be affected once the health insurance renewals are complete, as a lot depends on family versus single-family coverage. Brutlag said the EDA is a special revenue fund of the city, and any transfers from the City budget to the EDA must be approved by the City Council.

She concluded with a review of the projects and costs included in the proposal over the next five years, and listed the timeline of next steps to ultimately adopt the budget, approve the CIP, and adopt the fee schedule.

II. SENIOR CENTER UPDATE – Cathy Malakowsky

Rigg noted that the improvement project is not currently included in the budget, as cost estimates have not yet been determined. He encouraged the Council to engage in a substantive discussion about whether to maintain the Senior Center in its current form or pursue opportunities to enhance its services. Malakowsky provided an update on potential relocation options and funding considerations for the Senior Center. Council engaged in extensive discussion

III. CSAH 20 & PLAZA STREET SEWER AND WATER EXTENSION – Steven Jahnke

Jahnke presented a PowerPoint outlining the proposed County Mill and Overlay project from Bridge Avenue north to south of Clarks Grove (County Road 25). He noted that the project will require annexing seven parcels. Jahnke reviewed the project timeline, emphasizing that it is very tight, and provided an overview of the estimated costs. He noted that the County plans to begin

its portion of the project in 2026, and that it would be most practical for the City to move forward on the same timeline. He added, however, that if the council prefers to wait until 2027, he is willing to discuss that option with County officials to see whether they would consider delaying their work as well.

IV. CITY CENTER 2027 – Ian Rigg

City Manager Rigg outlined the proposed minimal renovations to the lower level of City Hall, estimated at \$370,000, and provided a detailed breakdown of the planned expenditures and the improvements that amount would support.

ADJOURNMENT: 7:38 PM

Mayor Rich Murray

Daphney Maras
Secretary of the Council

RESOLUTION 26-

Introduced by Councilor

RESOLUTION DECLARING UNCLAIMED AND ABANDONED PROPERTY AND
AUTHORIZING CITY SALE FOLLOWING PUBLISHED NOTICE

WHEREAS, the City of Albert Lea has taken possession of a 2026 Hammerhead go-kart and a Polaris snowmobile.

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

Sec. 1. That the property listed below is declared unclaimed and/or abandoned:

A 2026 Hammerhead go-kart and its contents, VIN # L6KHMC21355000635, and
A Polaris snowmobile and its contents, year unknown, and no VIN # located

Sec. 2. That the listed items are authorized for sale and may be sold in an open and public environment. The items may be posted on the City website and other Internet sites.

Sec. 3. Pursuant to City Code Section 2-149, a public notice shall be published prior to a sale, with proceeds of any sale being paid into the general fund of the City.

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, Van Beek, Olson, Anderson, and Mayor Murray.

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

Introduced, and passed this 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

RESOLUTION 26-

Introduced by Councilor

RESOLUTION ACCEPTING TOWARDS ZERO DEATHS (TZD)
ENFORCEMENT GRANT AWARD – MN DEPARTMENT OF PUBLIC SAFETY

WHEREAS, the City of Albert Lea, acting through its Police Department, applied for and received a grant to be used for the Towards Zero Deaths (TZD) program; and

WHEREAS, grant funding of \$24,900.00 will be used to pay overtime for officers working the TZD enforcement waves.

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

Sec. 1. That the Mayor and City Manager are authorized to enter into said Agreement with the Minnesota Department of Public Safety.

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 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

RESOLUTION 26-

Introduced by Councilor

RESOLUTION IN SUPPORT OF GREEN ACRES MATTER'S APPLICATION TO THE MINNESOTA
POLLUTION CONTROL AGENCY'S (MPCA'S) INDUSTRIAL INNOVATION IN FOOD SYSTEMS
TECHNICAL ASSISTANCE AND PLANNING GRANT PROGRAM

WHEREAS, Green Acres Matter has in development a new oat milling operation in Albert Lea, MN, and they are now exploring opportunities to incorporate innovative and sustainable energy solutions into the facility; and

WHEREAS, their proposed project would build an on-site cogeneration system utilizing agricultural byproducts and other biomass resources to create energy; and

WHEREAS, energy will then be used by the milling facility for oat processing; and

WHEREAS, this proposed cogeneration project represents an important step towards implementing strategies that improve energy efficiency, reduce greenhouse gas emissions, and increase the resiliency of food processing infrastructure in our region.

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

Sec. 1. The project aligns with community goals:

- Generating economic growth per our Strategic Plan
- Fitting within our industrial park per our Comprehensive Plan
- Promoting environmental stewardship per our Climate Action Plan

Sec. 2. The Mayor and City Council respectfully encourage the MPCA to approve Green Acres Matter's grant application.

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 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

DRAFT - FOR CITY REVIEW
CITY OF ALBERT LEA, MINNESOTA
AGREEMENT BETWEEN THE CITY OF ALBERT LEA AND THE ALBERT LEA
CONVENTION AND VISITORS BUREAU REGARDING LODGING TAX PROCEEDS

This Agreement is entered into effective January 1, 2027, by and between the City of Albert Lea, Minnesota, a Minnesota municipal corporation (the "City"), and the Albert Lea Convention and Visitors Bureau, a local convention and tourism bureau (the "CVB").

Section 1. Purpose. The purpose of this Agreement is to provide a clear and simple process for the receipt, transfer, and use of local lodging tax proceeds distributed for tourism promotion in Albert Lea. This Agreement is intended to work together with the City lodging tax ordinance and Minnesota Statutes, section 469.190.

Section 2. Background and authority.

- Subd. 1. **Lodging tax authority.** The City is authorized to impose a local lodging tax under Minnesota Statutes, section 469.190, and any applicable City ordinance adopted or amended by the City Council.
- Subd. 2. **State administration.** The City may enter into an agreement with the Minnesota Commissioner of Revenue for the administration, collection, and enforcement of the local lodging tax. If the Minnesota Department of Revenue administers and collects the lodging tax, the proceeds remitted to the City may be reduced by any collection or administration cost charged by the State, as allowed by law and by any agreement between the City and the Commissioner.
- Subd. 3. **Tourism purpose.** The parties acknowledge that lodging tax proceeds must be used in a manner consistent with Minnesota Statutes, section 469.190, and the City lodging tax ordinance.

Section 3. Distribution of lodging tax proceeds.

- Subd. 1. **Receipt by City.** The City shall receive lodging tax proceeds from the Minnesota Department of Revenue or other applicable source and shall deposit those proceeds in the City treasury or other appropriate City fund used for lodging tax administration and distribution.
- Subd. 2. **State collection costs.** Any collection or administration cost charged by the Minnesota Department of Revenue may be deducted before lodging tax proceeds are remitted to the City, to the extent allowed by law and any applicable agreement with the Commissioner.
- Subd. 3. **No City administrative retention.** The City shall not retain a separate local administrative allocation, fee, or percentage from lodging tax proceeds remitted to the City after any State collection or administration cost has been deducted, unless otherwise approved by written agreement of the City and the CVB and allowed by applicable law.
- Subd. 4. **Transfer to CVB.** The City shall transfer one hundred percent (100%) of lodging tax proceeds remitted to the City after any State collection or administration cost has been deducted to the CVB within thirty (30) days after the City receives the funds, unless a different timing is required by law, the Department of Revenue, or mutual written agreement of the parties.

Section 4. Use of funds. Funds shall be used solely to support a local convention or tourism bureau for the purpose of marketing and promoting Albert Lea as a tourist or convention center, including associated advertising and promotional activities.

The parties acknowledge that eligible tourism promotion activities may include visitor analytics, tourism data, audience measurement, destination marketing research, or similar tools and services, including Placer.ai or a successor or similar platform, when used to support tourism marketing, promotion, planning, or measurement. The CVB may manage and pay for such tools through its own budget and purchasing process, consistent with applicable law and this Agreement.

Section 5. Budget and information upon request. The CVB may provide its annual budget or basic information related to the use of lodging tax proceeds upon reasonable request by the City. Nothing in this Agreement requires recurring monthly, quarterly, or annual reports by the CVB unless the parties agree to such requirement in a separate written amendment or as otherwise required by law.

The City shall not approve, direct, or micromanage individual CVB line-item expenditures, provided lodging tax proceeds are used in a manner consistent with Minnesota Statutes, section 469.190, the City lodging tax ordinance, and this Agreement.

Section 6. Lodging provider information. The City and CVB agree to work together in good faith to help maintain a current list of lodging providers that may be subject to the local lodging tax, including hotels, motels, vacation rentals, short-term rentals, accommodations intermediaries, and other applicable lodging providers where identifiable.

This information may be used to assist the City and the Minnesota Department of Revenue with registration, administration, and communication related to the lodging tax.

Section 7. Roles and responsibilities.

- Subd. 1. **City role.** The City is responsible for receiving lodging tax proceeds remitted to the City, transferring the appropriate funds to the CVB, and coordinating with the Minnesota Department of Revenue as needed for administration of the tax. The City shall not retain a local administrative amount from lodging tax proceeds unless otherwise approved in writing by the parties and allowed by applicable law.
- Subd. 2. **CVB role.** The CVB is responsible for using lodging tax proceeds transferred under this Agreement for the tourism and convention promotion purposes allowed by law and this Agreement.
- Subd. 3. **Cooperation.** The parties agree to cooperate in good faith on reasonable questions or issues that may arise related to the lodging tax, the lodging provider list, or the transfer of funds under this Agreement.

Section 8. Term and renewal. This Agreement shall begin on January 1, 2027, and shall remain in effect for an initial term of three (3) years, ending December 31, 2029. After the initial term, this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of nonrenewal or termination at least ninety (90) days before the end of the then-current term.

Section 9. Termination. Either party may terminate this Agreement by providing at least ninety (90) days written notice to the other party. Termination of this Agreement shall not affect any obligation to distribute or use lodging tax proceeds in a manner required by applicable law or the City lodging tax ordinance.

Section 10. Amendment. This Agreement may be amended only by written agreement approved and signed by both parties.

Section 11. Compliance with law. This Agreement shall be interpreted and applied in a manner consistent with Minnesota Statutes, section 469.190, the City lodging tax ordinance, and any applicable agreement between the City and the Minnesota Commissioner of Revenue. If any portion of this Agreement conflicts with applicable law, applicable law shall control.

Section 12. Notices. Any notice required under this Agreement shall be provided in writing to the contact persons or addresses designated by each party. The parties may update their designated contacts by written notice to the other party.

Section 13. Entire agreement. This Agreement represents the understanding of the parties regarding the transfer, use, and administration of lodging tax proceeds between the City and CVB, subject to applicable law and the City lodging tax ordinance.

Approved this _____ day of _____, 2026.

CITY OF ALBERT LEA, MINNESOTA

By: _____

Name: _____

Title: Mayor

Attest: _____

Name: _____

Title: City Clerk

City Council approved this Agreement on a motion at the _____, 2026 regular City Council meeting.

ALBERT LEA CONVENTION AND VISITORS BUREAU

By: _____

Name: _____

Title: Board President

By: _____

Name: _____

Title: Executive Director

CVB Board approved this Agreement on a motion at the _____, 2026 regular Board meeting.

RESOLUTION 26

Introduced by Councilor

RESOLUTION VACATING EASEMENT IN SUMMERDALE TOWNHOMES FIRST
SUBDIVISION AND SUMMER DALE ADDITION

WHEREAS, two separate 10-foot easements were discovered in Summerdale Townhomes First Subdivision and Summer Dale Addition; and

WHEREAS, the easements no longer serve a purpose to the public; and

WHEREAS, the City Council of the City of Albert Lea held a public hearing on September 28, 2026 regarding the vacation of the public easements and after due publication and posted notice has been given and all interested and affected persons were given an opportunity to voice their concerns and be heard, pursuant to Minnesota Statute 412.85, on the property legally described as:

EXHIBIT A

All that Part of Lot 9, Block 1, Summerdale Townhomes First Subdivision, which was dedicated as an easement over, under and across the northerly 5.00 feet of Lot 16 and the southerly 5.00 feet of Lots 1, 2, Block 1 Summer Dale Addition, as said plats are recorded in the Office of the Freeborn County Recorder, Freeborn County, Minnesota, except the easements dedicated in said Summerdale Townhomes First Subdivision.

And

EXHIBIT B

All that part of Lots 2, 3 and 4 inclusively, Block 6, Summer Dale Addition, which was dedicated as an easement over, under and across the northerly 5.00 feet of Lot 4 and the southerly 5.00 feet of Lots 2 and 3, Block 6, Summer Dale Addition, of said plat recorded in the Office of the Freeborn County Recorder, Freeborn County, Minnesota.

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

Sec. 1. That the City of Albert Lea hereby vacates the easement for public purposes as legally described herein.

Sec. 2. The City Clerk is hereby authorized to file with the County Auditor the vacation of the property, and the Mayor and City Clerk are authorized to sign all documents to effectuate the intent of the resolution.

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 28th day of September, 2026

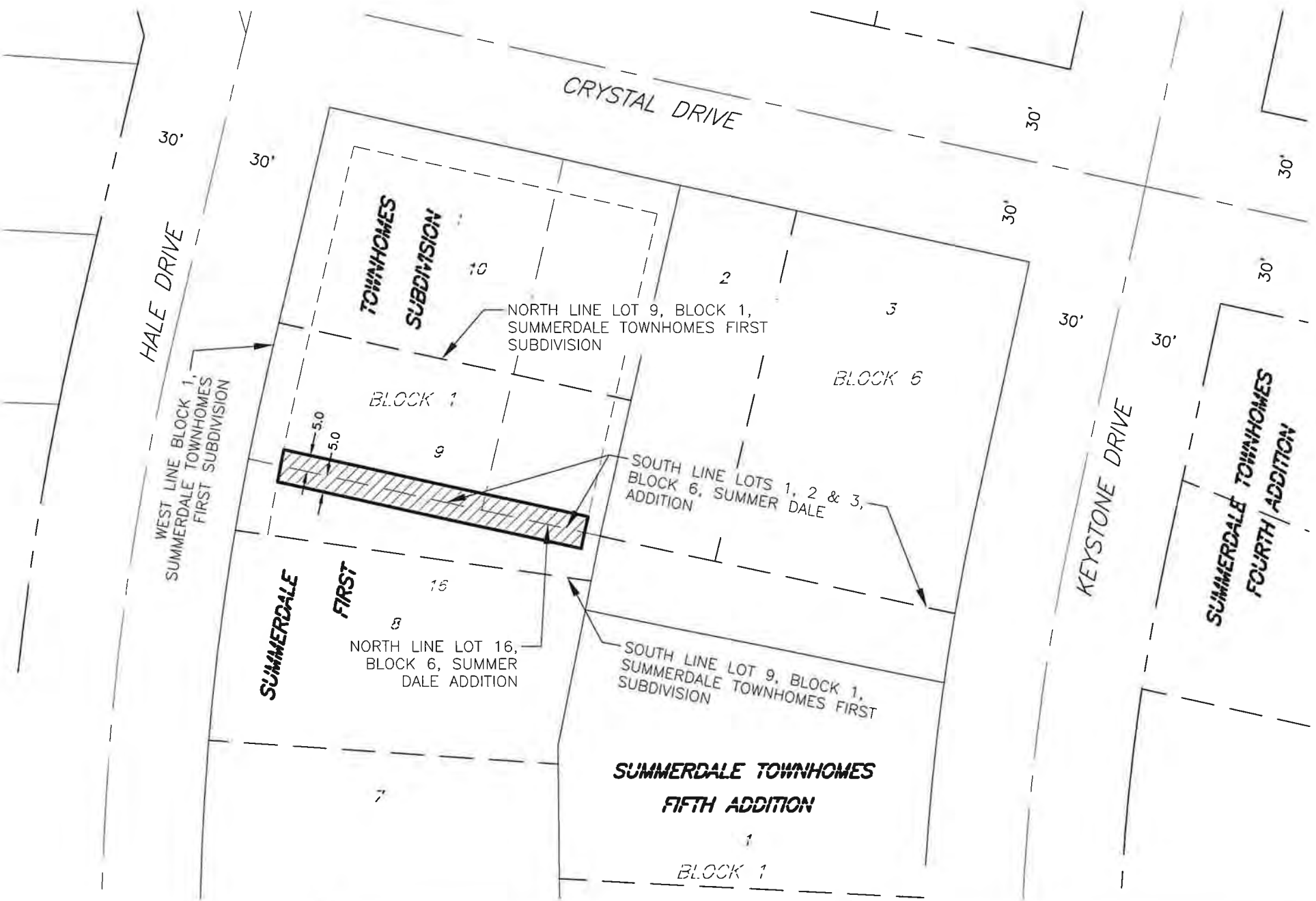
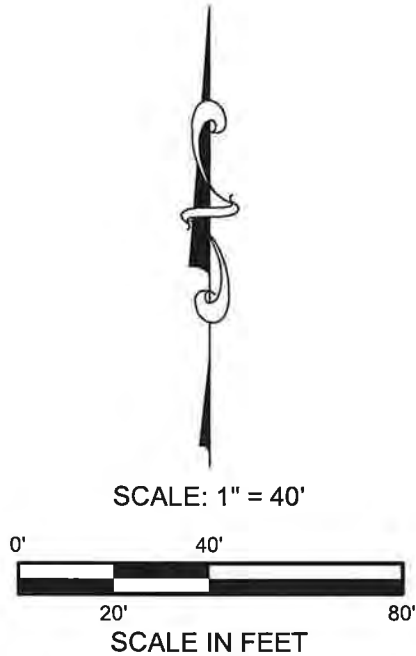
Mayor Rich Murray

Filed and attested this 29th day of September, 2026.

Secretary of the Council

EASEMENT VACATION DRAWING
IN SUMMERDALE TOWNHOMES FIRST SUBDIVISION & SUMMER DALE ADDITION
ALBERT LEA, FREEBORN COUNTY, MINNESOTA

EXHIBIT A



PREPARED EASEMENT VACATION DESCRIPTION

All that part of Lot 9, Block 1, Summerdale Townhomes First Subdivision, which was dedicated as an easement over, under and across the northerly 5.00 feet of Lot 16 and the southerly 5.00 feet of Lots 1 and 2, Block 1, Summer Dale Addition, as said plats are recorded in the Office of the Freeborn County Recorder, Freeborn County, Minnesota. EXCEPT the easements dedicated in said Summerdale Townhomes First Subdivision.

FOR: JARED DAWSON

Date of survey: 8/18/2026
Revised date: -
Drawn by: DNA
Surveyed by: -ASDF
Coord-System: MNDOT CO. NAD83 1996
Page 1 of 1
Job No: 26-295 EASE_A.DWG
File No./Deed

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


Steven J. Thompson,
L.S. No. 22705

8/20/2026
Date

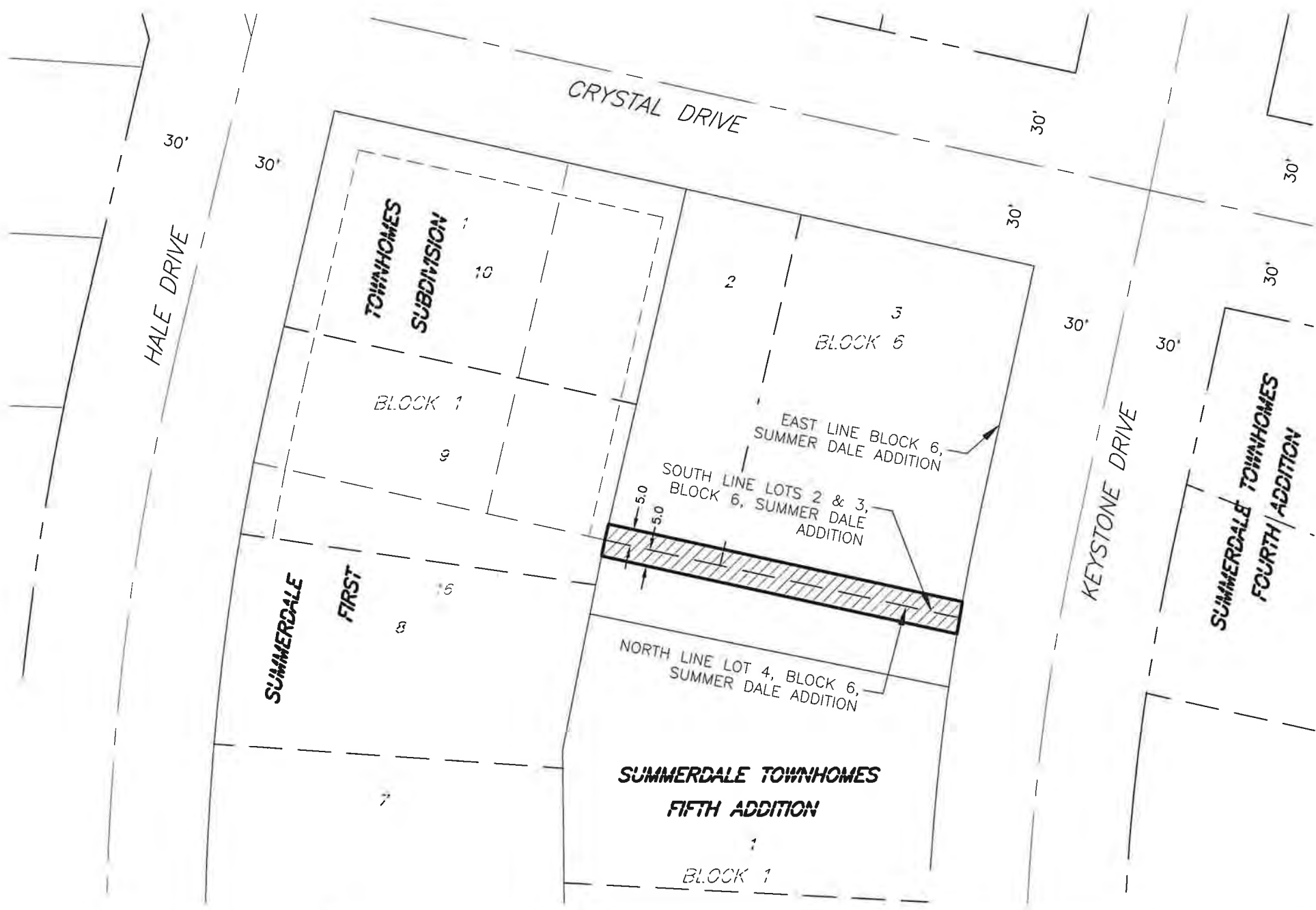
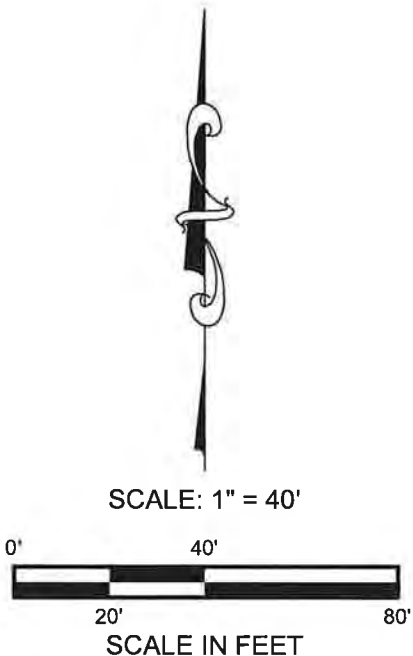


**JONES
HAUGH
SMITH**
Engineers + Surveyors

515 South Washington Ave.
Albert Lea, MN 56007
507-373-4876

415 West North Street
Owatonna, MN 55060
507-451-4598

EASEMENT VACATION DRAWING
IN SUMMERDALE TOWNHOMES FIRST SUBDIVISION & SUMMER DALE ADDITION
ALBERT LEA, FREEBORN COUNTY, MINNESOTA



PREPARED EASEMENT VACATION DESCRIPTION

All that part of Lots 2, 3 and 4 inclusively, Block 6, Summer Dale Addition, which was dedicated as an easement over, under and across the northerly 5.00 feet of Lot 4 and the southerly 5.00 feet of Lots 2 and 3, Block 6, Summer Dale Addition, of said plat recorded in the Office of the Freeborn County Recorder, Freeborn County, Minnesota.

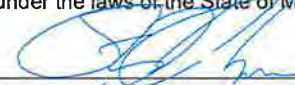
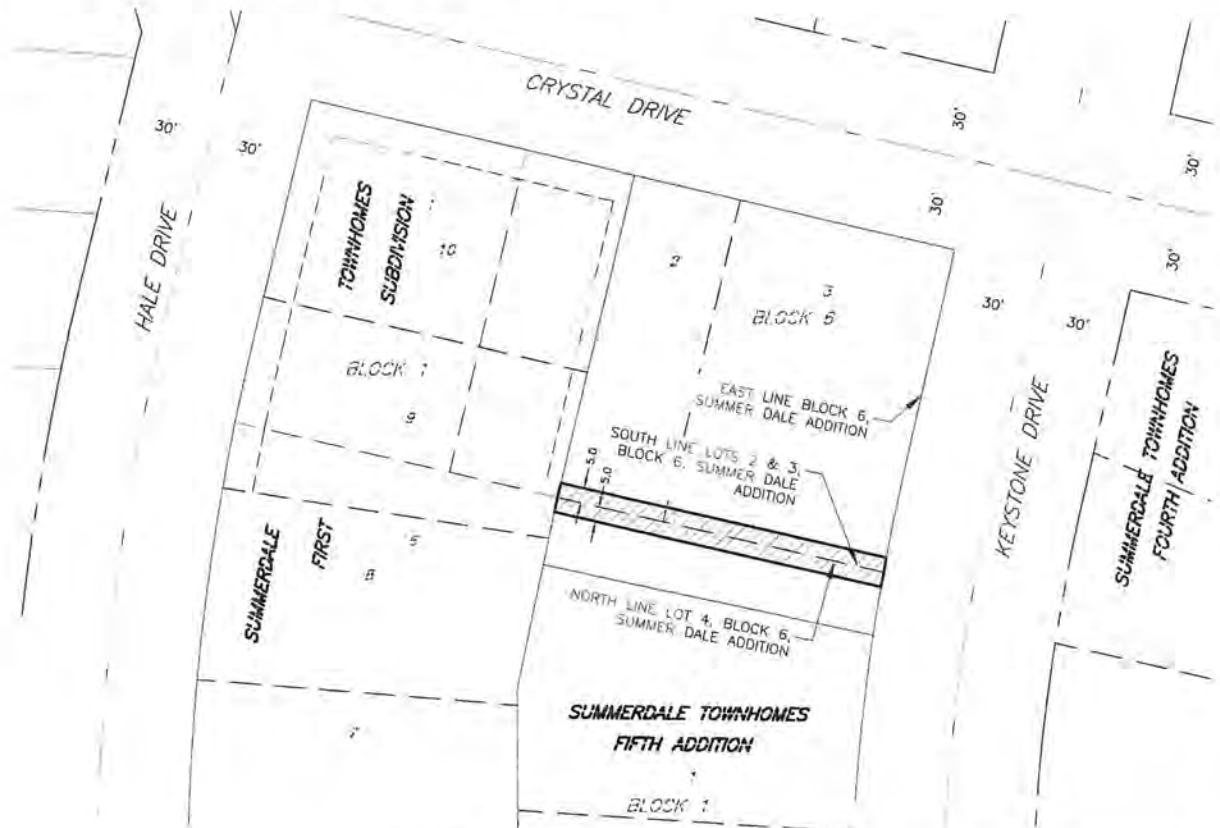
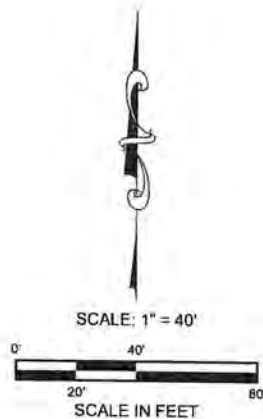
FOR: JARED DAWSON		I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.	
	Date of survey: 8/18/2026 Revised date: - Drawn by: DNA Surveyed by: -ASDF Coord-System: MNDOT CO. NAD83 1996 Page 1 of 1 Job No: 26-295 EASE_B.DWG File No./Deed	 Steven J. Thompson, L.S. No. 22705	8/20/2026 Date
	<u>COPYRIGHT</u> This document is the property of Jones, Haugh & Smith Inc. and may not be used, copied or duplicated without prior written consent.	 JONES HAUGH SMITH Engineers + Surveyors	515 South Washington Ave. Albert Lea, MN 56007 507-373-4876 415 West North Street Owatonna, MN 55060 507-451-4598

EXHIBIT B

EASEMENT VACATION DRAWING IN SUMMERDALE TOWNHOMES FIRST SUBDIVISION & SUMMER DALE ADDITION ALBERT LEA, FREEBORN COUNTY, MINNESOTA



PREPARED EASEMENT VACATION DESCRIPTION

All that part of Lots 2, 3 and 4 inclusively, Block 6, Summer Dale Addition, which was dedicated as an easement over, under and across the northerly 5.00 feet of Lot 4 and the southerly 5.00 feet of Lots 2 and 3, Block 6, Summer Dale Addition, of said plat recorded in the Office of the Freeborn County Recorder, Freeborn County, Minnesota.

FOR: JARED DAWSON

Date of survey: 8/18/2026
Revised date: -
Drawn by: DNA
Surveyed by: -ASDF
Coord-System: MNDOT CO. NAD83 1996
Page 1 of 1
Job No: 26-295 EASE_B.DWG
File No./Deed

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

Steven J. Thompson, 8/20/2026
L.S. No. 22705 Date



**JONES
HAUGH
SMITH**
Engineers + Surveyors

515 South Washington Ave.
Albert Lea, MN 56007
507-373-4876

415 West North Street
Owatonna, MN 55060
507-451-4598

RESOLUTION 26-__

Introduced by Councilor ____

RESOLUTION VACATING EASEMENTS FOR PUBLIC ROADWAY AND STREET
PURPOSES, AND ANY ASSOCIATED DRAINAGE AND UTILITY EASEMENTS

WHEREAS, the City of Albert Lea is the property owner of the property described in the Street Easement dated July 1, 1986, recorded on August 7, 1986, as Instrument Number 317208 (Abstract) and 317209 (Torrens) ("Easement"), which property is a part of Auditor's Plat No. 3, and is currently under contract to be sold to Kwik Trip, Inc.; and

WHEREAS, the City of Albert Lea re-platted the property previously described as Auditor's Plat No. 3, now locally known as the Blazing Star No. 3 Plat (Torrens Certificate No. 10359) being a re-plat of Lot 1, Block 1 of Blazing Star No. 2, and being a part of Government Lot 2, in Section 9, Township 102 North, Range 21 West for purposes of housing, commercial and possible retail development; and

WHEREAS, the City Council of the City of Albert Lea held a public hearing on September 28, 2026 regarding the vacation of the Easement and any drainage and utility easements located within the Easement area, and after due publication and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 2nd day of September, 2026 and all interested and affected persons were given an opportunity to voice their concerns and be heard, pursuant to Minnesota Statute 412.85, on the property noted above; and

WHEREAS, the City Council in its discretion has determined that the vacation will benefit the public interest because the existing Easement, along with any drainage and utility easements located within the Easement area, will no longer serve a purpose to the public.

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

Sec. 1. That the City of Albert Lea hereby vacates the Easement, along with any drainage and utility easements located within the Easement area, on the property noted above, and that the title shall transfer to Kwik Trip, Incl, free of any easement that may have existed within the transferred property.

Sec. 2. That it is in the public interest to vacate because the Easement, along with any drainage and utility easements located within the Easement area, have no public use.

Sec. 2. That the City Clerk is hereby authorized to file with the County Auditor the vacation of the Easement, along with any drainage and utility easements located within the

Easement area, on the property and the Mayor and City Clerk are authorized to sign all documents necessary to effectuate the intent of this resolution.

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 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026.

Secretary of the Council

RESOLUTION 26-

Introduced by Councilor _____

RESOLUTION VACATING EASEMENTS FOR UNDERGROUND SANITARY SEWER AND
WATERMAIN PIPELINE, DRAINAGE AND UTILITY, AND STREET AND ROADWAY

WHEREAS, the Albert Lea City Council previously passed Ordinance No. 2069 filed and attested on September 12, 1972 vacating that part of Pillsbury Avenue described as:

All that portion of Pillsbury Avenue lying South of a line drawn from Southern-most tip of Lot 5, Block 36 of Auditor's Plat No. 3 of the City of Albert Lea, to the Northwest corner of Lot 8, Block 37 of Auditor's Plat No. 3 of the City of Albert Lea;

recorded on October 26, 1972, in Book 70, Pages 619-620, as Document Number 246681; and the Albert Lea City Council previously passed Resolution 23-114 Vacating Easement for Public Roadway and Street Purposes in Auditor's Plat No. 3, recorded on July 5, 2023 as Document Number A560473 and recorded on July 11, 2023 as Document Number T118188, which collectively affect real property that is currently under contract to be sold to Kwik Trip, Inc.; and

WHEREAS, the City of Albert Lea wishes, pursuant to Minn. Stat. § 412.851, to set a hearing to consider a proposed vacation of sanitary sewer and watermain pipe line, drainage and utility, and street and roadway easements located within Lots 1 and 2, Block 1, Blazing Star No. 3 (Torrens Certificate No. 10359), being a re-plat of Lot 1, Block 1 of Blazing Star No. 2, being a part of Third Home Addition, being a part of Auditor's Plat No. 3, and being a part of Government Lot 2, in Section 9, Township 102 North, Range 21 West and that the title to the affected property shall transfer to Kwik Trip, Inc., free of any sanitary sewer and watermain pipe line, drainage and utility, and street and roadway easements that may have existed within the transferred property; and

WHEREAS, a public hearing to consider the vacation of such sanitary sewer and watermain pipeline, drainage and utility, and street and roadway easements was held on the 28th day of September, 2026, before the Albert Lea City Council after due published notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 2nd day of September, 2026 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, the City Council in its discretion has determined that the vacation will benefit the public interest because this portion of the sanitary sewer and watermain pipeline, drainage and utility, and street and roadway easements was not vacated by error. The portion of the sanitary sewer and watermain pipeline, drainage and utility, and street and roadway easements have no public use; and

WHEREAS, the City Council of Albert Lea proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation.

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

Sec. 1. That the City of Albert Lea hereby vacates its interest in sanitary sewer and watermain pipe line, drainage and utility, and street and roadway easements within Blazing Star No. 2 re-plat of Blocks 36 and 37, Third Home Addition, Lots 2, 3, 4, and 5, recorded on October 26, 1972, in Book 70, Page 619-620, as Document Number 246681, in the City of Albert Lea, Freeborn County, Minnesota, and that the title shall transfer to Kwik Trip, Inc., free of any sanitary sewer and watermain pipe line, drainage and utility, and street and roadway easements that may have existed within the transferred property.

Sec. 2. That it is in the public interest to vacate because the sanitary sewer and watermain pipeline, drainage and utility, and street and roadway easements have no public use.

Sec. 3. That the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution and file a notice of this vacation as required by law.

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 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

RESOLUTION 26-__

Introduced by Councilor __

RESOLUTION VACATING EASEMENTS FOR CONSTRUCTING AND MAINTAINING
UNDERGROUND SANITARY SEWER AND WATER MAIN PIPELINE

WHEREAS, the City of Albert Lea is the property owner of the property described in the Easements dated September 21, 1961, recorded on October 30, 1961, in Book 44, Pages 121-123, as Document Number 197052; and in Book 44, Pages 124-126, as Document Number 197053 and in Resolution 23-113 Vacating Easement for Constructing and Maintaining an Underground Sanitary Sewer and Watermain Pipe in Home Addition, recorded on July 5, 2023 as Document Number 560472, all this being a part of the plat for Home Addition; and

WHEREAS, the City of Albert Lea is further correcting and confirming that the property was part of **Third** Home Addition and is now locally known as the Blazing Star No. 3 Plat, being a re-plat of Lot 1, Block 1 of Blazing Star No. 2, being a part of Auditor's Plat No. 3 (Torrens Certificate No. 10359) and being a part of Government Lot 2, in Section 9, Township 102 North, Range 21 West; and

WHEREAS, the City of Albert Lea completed the re-plat of the property for purposes of housing, commercial and possible retail development; and

WHEREAS, the existing easements for underground sanitary sewer and water main pipeline will no longer serve a purpose to the public; and

WHEREAS, the City Council of the City of Albert Lea held a public hearing on September 28, 2026 regarding the vacation of the easements for public underground sanitary sewer and water main pipeline, and after due publication and posted notice had been given and all interested and affected persons were given an opportunity to voice their concerns and be heard, pursuant to Minnesota Statute 412.85, on the property noted above.

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

Sec. 1. That the City of Albert Lea hereby vacates the easements for underground sanitary sewer and water main pipeline on the property noted above.

Sec. 2. That it is in the public interest to vacate because the easements for underground sanitary sewer and water main pipeline have no public use.

Sec. 2. That the City Clerk is hereby authorized to file with the County Auditor the vacation of the underground sanitary sewer and water main pipeline easements on the property and the Mayor and City Clerk are authorized to sign all documents necessary to effectuate the intent of this resolution.

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 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

RESOLUTION 26-

Introduced by Councilor

**RESOLUTION APPROVING CONDITIONAL USE PERMIT FOR A RETAIL GAS STATION
AND CONVENIENCE STORE FACILITY AT 219 GARFIELD AVE**

WHEREAS, Kwik Trip Inc. applied for a conditional use permit for a retail gas station and convenience store facility at 219 Garfield Ave, locally known as the Blazing Star; and

WHEREAS, the development includes an 11,000 square foot retail gas station, car wash, and convenience store; and

WHEREAS, the property is zoned PD Planned Development, which states that all uses shall be permitted by conditional use permit and all elements of the site development shall be controlled within the conditional use permit; and

WHEREAS, the recently adopted 2040 Comprehensive Plan designates the property as a downtown mixed-use district whose purpose is to promote and capitalize on opportunities that enhance and improve land use patterns and allow for a combination of residential and commercial uses; and

WHEREAS, the Advisory Planning Commission held a public hearing on Tuesday, September 1, 2026 and made the following findings:

1. The application is consistent with the 2040 Comprehensive Plan.
2. The proposed development meets the conditions of the Planned Development District related to density, size, open space, and green space.
3. The proposed development will transform a previously abandoned site into a productive use.
4. The proposed development is compatible with the surrounding uses and will not negatively impact the public health, safety and welfare of the surrounding area.

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

Sec. 1. That the conditional use permit for a retail gas station and convenience store facility at 219 Garfield Ave:

1. Ground and/or rooftop equipment be screened
2. Trash enclosures be constructed with like building materials.
3. Stormwater pond maintenance agreement be entered into and adhered to.

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;

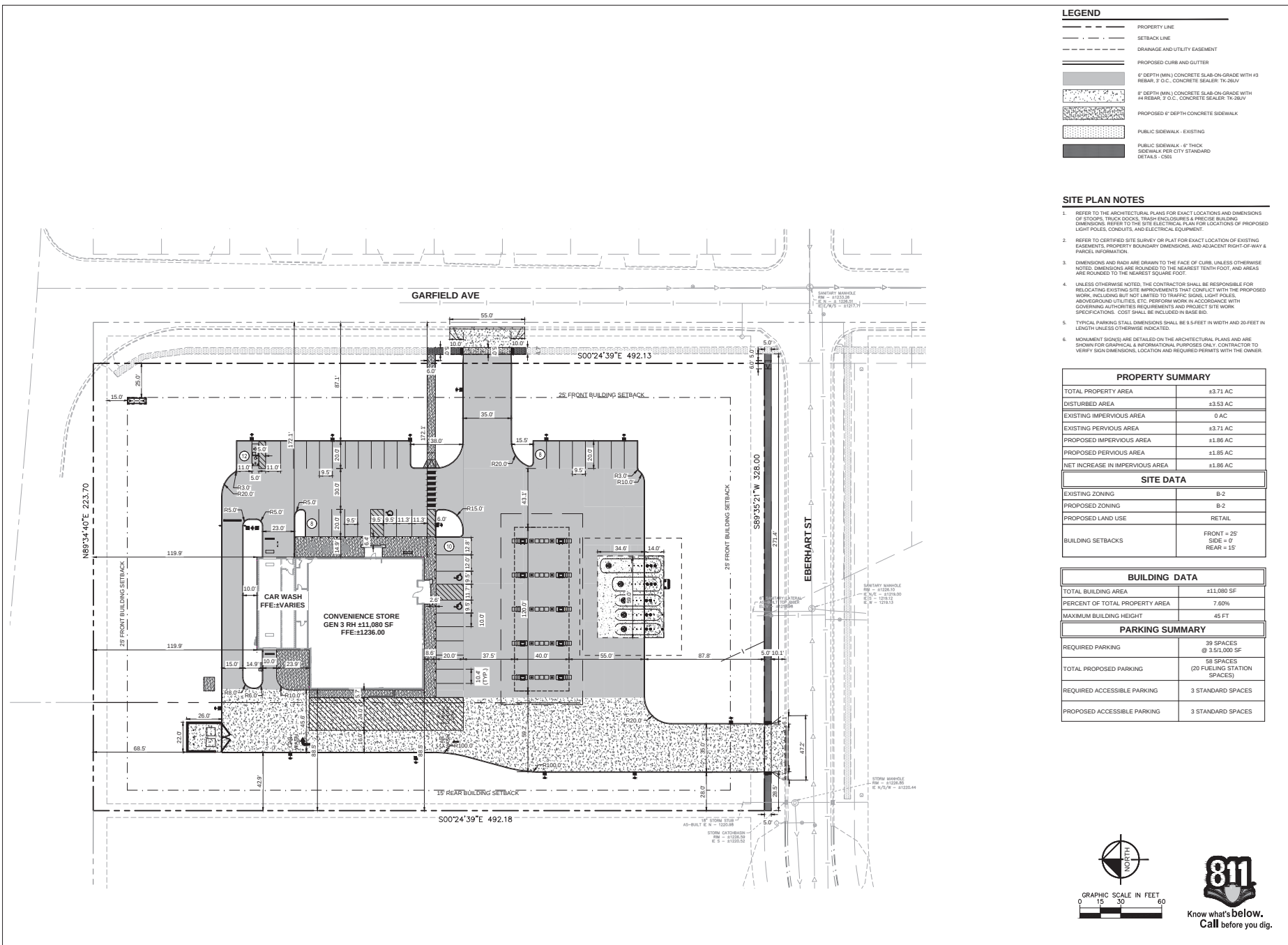
And the following voted against the same: None. Mayor Murray declared the resolution passed.

Introduced and passed this 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council



Kwik Trip

Kwik Star

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

Kimley Horn

I HEREBY CERTIFY THAT THE PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Eli J. Barney
ELI BARNEY, P.E.
DATE: 07/24/2026 L.P. NO. 98488

SITE DIMENSION PLAN
CONVENIENCE STORE #805
GARFIELD AVE & EBERHARDT ST
ALBERT LEA, MN

#	DATE	DESCRIPTION
1	7/24/2026	ISP3

DRAWN BY: C.S.
SCALE: AS SHOWN
PROJ. NO.: 160038030
DATE: 07/24/2026
SHEET: C181

RESOLUTION 26-

Introduced by Councilor

RESOLUTION APPROVING STORMWATER POND MAINTENANCE AGREEMENT

WHEREAS, the City of Albert Lea and Kwik Trip have entered into an agreement for the development of a retail gas and convenience store located on Block 1, Lot 1 of Blazing Star No 2; and

WHEREAS, the City agrees to construct the stormwater pond pursuant to federal, state and local laws which is necessary to provide for drainage of water and run off related to the Blazing Star No 2; and

WHEREAS, the City agrees to provide inspections and maintenance according to city code and Kwik Trip agrees to conduct maintenances as a result of damages to the facility caused by Kwik Trip.

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

Sec. 1. That the Mayor and City Manager are hereby authorized to execute the stormwater pond maintenance agreement.

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 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

STORMWATER POND MAINTENANCE AGREEMENT

This Stormwater Pond Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2026, by and between Kwik Trip, Inc., a corporation under the laws of the State of Wisconsin (hereinafter referred to as “Kwik Trip”), and the City of Albert Lea, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as the “City”), to provide for the maintenance of the stormwater facility referenced herein (hereinafter referred to as the “Facility”).

1. Land Ownership.

- a. Kwik Trip is the owner of the real property legally described as Block 1, Lot 1 Blazing Star No. 2 an official plat, City of Albert Lea, Freeborn County, Minnesota and depicted in *Exhibit A* (hereinafter referred to as the “KT Property”).
- b. The City is the owner of the real property legally described as Block 1, Outlot A Blazing Star No. 2 an official plat, City of Albert Lea, Freeborn County, Minnesota and depicted in *Exhibit A* (hereinafter referred to as the “City Property”).
- c. A drawing of the Facility is shown in *Exhibit B*. This drawing identifies the location of a public stormwater pond within the Facility.

2. **Stormwater Facility.** The City will construct the Facility on the City Property pursuant to federal, state, and local laws and regulations. The Facility is necessary and reasonable and will provide for drainage of water and run off related to the respective parcels surrounding the Facility, including the KT Property.

3. **Kwik Trip Maintenance Requirements.** Kwik Trip shall conduct any maintenance of the Facility required as a result of any damages to the Facility caused by Kwik Trip, such as soil erosion, contamination caused by run off of chemicals, or direct discharges to the Facility from the Kwik Trip Property in violation of the City’s Ordinance.

4. **City Maintenance Requirements.** City shall provide and be responsible for inspections, maintenance, and continuation of the stormwater control measures described in the City's Ordinance to ensure that the Facility is safe and properly functioning in accordance with approved design standards, rules and regulations, and applicable laws.
5. **City may Perform Maintenance.** When the City performs maintenance to the Facility for standard dredging and removal of sediment or unspecified damages, the cost shall be distributed to the owners of the five (5) properties identified in Exhibit B based on impervious square footage. Not including any obligation as a result of enforcing Section 3 of this Agreement, each properties' share of maintenance costs shall be capped at 25% of the total cost. The costs may be paid in full or assessed to the property, with interest as allowed by law. If a stormwater utility is created, said stormwater utility will be responsible for paying the maintenance costs.
6. **Recording.** City shall record this document in the office of the Freeborn County Recorder for the county of Freeborn, state of Minnesota.
7. **Rights of Successors and Duration.** The covenants, restrictions, and provisions of this Agreement create an equitable servitude upon the respective parcels; constitute covenants running with the land; shall bind every person or entity having any fee, leasehold, or other interest in or encumbrance on any parcel at any time; and shall continue in full force and effect perpetually.
8. **Stormwater Utility Charges.** The Facility is not eligible for any credits towards stormwater charges.
9. **Indemnification.** Kwik Trip and Kwik Trip's officers, agents and employees shall indemnify and hold harmless the City and its officers, agents and employees for any and all damages, accidents, casualties, occurrences, claims or attorney's fees that might arise or be asserted, in whole or in part, against the City as a result of Kwik Trip's use of the Facility.

City and City's officers, agents and employees shall indemnify and hold harmless Kwik Trip and its officers, agents and employees for any and all damages, accidents, casualties, occurrences, claims or attorney's fees that might arise or be asserted, in whole or in part, against Kwik Trip as a result of the City's construction, presence, existence, or maintenance of the Facility subject to the Agreement.

10. **Notice.** Any notice given under this Agreement shall be in writing and shall be sent to each party at the address set forth below and shall be deemed sufficiently given and effective when delivered in person to the other party or sent by nationally recognized overnight carrier (e.g., Federal Express); or three (3) business days after being deposited in the United States mail, postage prepaid, sent by registered or certified mail to the other party's address for notices set forth below:

If to City: Albert Lea City Manager
221 East Clark Street
Albert Lea, MN 56007
507-377-4300

If to Kwik Trip: Kwik Trip, Inc.
Attn: Legal Department
1626 Oak Street
La Crosse, WI 54603

City and Kwik Trip shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

11. **Transfer.** Kwik Trip shall not be able to transfer, assign or modify its responsibilities with respect to this Agreement without the City's prior written consent. Nothing herein shall be construed to prohibit a transfer by Kwik Trip.
12. **No Waiver.** No delay or failure on the part of the City or Kwik Trip to exercise any rights, powers, or remedies herein provided shall be construed as a waiver thereof or acquiescence of such breach or of any future breach.
13. **Modification.** No amendment, change or addition to this Agreement shall be effective unless in writing signed by the owner of the KT Property and the City.
14. **Dispute Resolution/Mediation.** Each dispute, claim, or controversy arising from or related to or resulting from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Albert Lea unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Mediated Settlement Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
15. **Construction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto execute this Agreement the day and year first above written.

KWIK TRIP, INC.

By: _____
David P. Wagner
Its CFO and Treasurer

CITY OF ALBERT LEA

By: _____
Patrick Ian Rigg
Its City Manager

By: _____
Rich Murray
Its Mayor

STATE OF MINNESOTA)
)ss.
COUNTY OF FREEBORN)

This instrument was acknowledged before me on _____, 2026, by David P. Wagner, CFO and Treasurer on behalf of Kwik Trip, Inc.

Notary Public

STATE OF WISCONSIN)
)ss.
COUNTY OF LA CROSSE)

This instrument was acknowledged before me on _____, 2026, by Patrick Ian Rigg, the City Manager of the City of Albert Lea, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF FREEBORN)

This instrument was acknowledged before me on _____, 2026, by Rich Murray, the Mayor of the City of Albert Lea, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

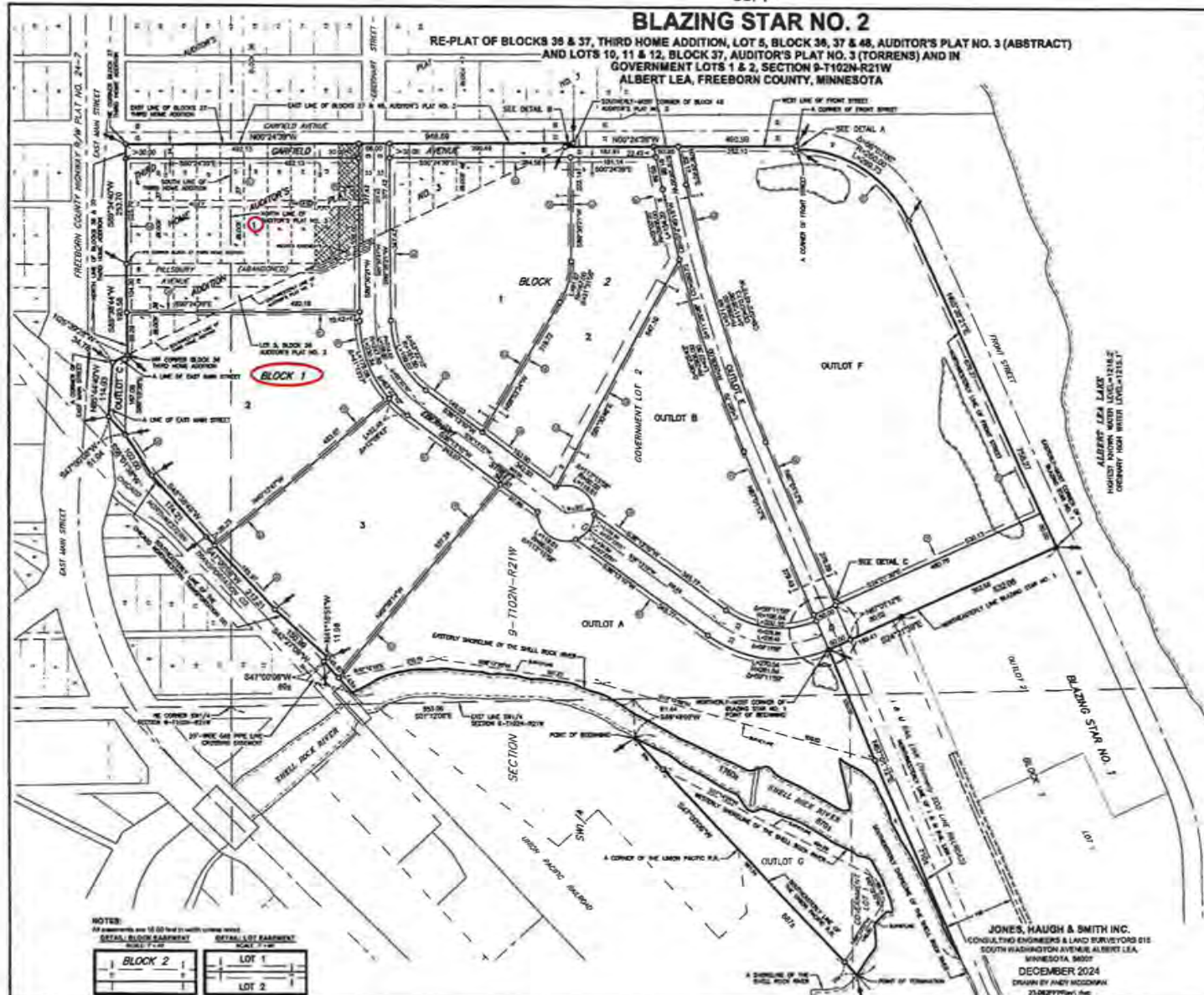
THIS INSTRUMENT WAS DRAFTED BY:

Joel Holstad
Lakes National Law LLP
2020 County Road F East
White Bear Lake, MN 55110
(651) 274-8989

COPY

BLAZING STAR NO. 2

RE-PLAT OF BLOCKS 36 & 37, THIRD HOME ADDITION, LOT 5, BLOCK 36, 37 & 48, AUDITOR'S PLAT NO. 3 (ABSTRACT)
AND LOTS 10, 11 & 12, BLOCK 37, AUDITOR'S PLAT NO. 3 (TORRENS) AND IN
GOVERNMENT LOTS 1 & 2, SECTION 9-T102N-R21W
ALBERT LEA, FREEBORN COUNTY, MINNESOTA



DETAIL A
SCALE 1"=100'

DETAIL B
SCALE 1"=100'

Curve Table

Curve #	Length	Radius	Chord	Chord Bearing	Chord Length
1	10.00	100.00	10.00	90°00'00"	10.00



LEGEND

- 5/8" x 10" iron stake (marked)
- (marked 6/11 20790) - Found
- Iron stake (marked) - Found
- Subdivision Plat Corner
- Utility Easement
- Taxable Property



NOTES:

All easements are 10' wide to match corner record.

RECALCULATED EASEMENT
SCALE 1"=100'

DETAIL LOT EASEMENT
SCALE 1"=100'

BLOCK 2	LOT 1	LOT 2

JONES, HAUGH & SMITH INC.
CONSULTING ENGINEERS & LAND SURVEYORS
SOUTH WASHINGTON AVENUE, ALBERT LEA,
MINNESOTA 56007
DECEMBER 2024
DRAWN BY: JERRY HOGGARD
2406770001.dwg

BASIS OF BEARING SYSTEM

All bearings are based upon the 1983 Freeborn County Coordinate System (and 1983) North American Datum.

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CERTIFICATE OF DEDICATION

COPY
BLAZING STAR NO. 2

KNOW ALL PERSONS BY THESE PRESENTS: That The City of Albert Lea, a Minnesota Municipal Corporation; owner and proprietor of the following described property situated in the City of Albert Lea, County of Freeborn, State of Minnesota, to-wit:

Re-Plat of Blocks 36 & 37, Third Home Addition, Lot 6, Block 36 and Blocks 37 & 48, Auditor's Plat No. 3 (Abstract) and Lots 10, 11 & 12, Block 37, Auditor's Plat No. 3 (Torrens) and all that part of Government Lots 1 & 2 in Section 9-T102N-R21W, Freeborn County, Minnesota; described as follows:

Commencing at the northerly-most corner of Blazing Star No. 1, as the same is platted and recorded in the office of the County Recorder of Freeborn County, Minnesota; described as follows:

thence South 24°21'39" East a distance of 532.06 feet on the northeasterly line of said Blazing Star No. 1, to the easterly-most corner thereof;

thence North 65°38'21" East a distance of 756.27 feet on the northwesterly line of Front Street;

thence Northeast a distance of 299.73 feet on said northwesterly line on a tangential curve concave to the Northwest, having a radius of 280.00 feet and a central angle of 66°03'00", to a corner of said Front Street;

thence North 89°35'21" East a distance of 7.00 feet, to a corner of said Front Street;

thence North 00°24'39" West a distance of 490.99 feet on the west line of said Front Street, to the southwesterly line of Auditor's Plat No. 3;

thence South 25°39'08" East a distance of 18.78 feet on said southwesterly line, to the southerly-most corner of Block 48 in said Auditor's Plat No. 3;

thence North 00°24'39" West a distance of 948.59 feet on the east line of Blocks 37 & 48 of Auditor's Plat No. 3, to the northeast corner of, Block 37 in Third Home Addition;

thence South 89°34'40" West a distance of 263.70 feet on the north line of Block 37 in said Third Home Addition, to the northwest corner thereof;

thence South 88°38'44" West a distance of 193.58 feet on the north line of Block 36 in said Third Home Addition, to the northwest corner thereof;

thence North 25°38'28" West a distance of 34.78 feet on a line of East Main Street, to a corner thereof;

thence North 85°44'40" West a distance of 114.93 feet on a line of said East Main Street, to the southeasterly line of Chicago Northwestern Transportation Company;

thence South 47°00'08" West a distance of 51.04 feet on said southeasterly line and the southwesterly extension thereof;

thence South 56°01'38" West a distance of 102.00 feet;

thence South 46°38'49" West a distance of 174.21 feet, to southeasterly line;

thence South 47°00'08" West a distance of 212.21 feet on said southeasterly line;

thence South 42°27'09" West a distance of 150.99 feet;

thence North 41°18'51" West a distance of 11.98 feet, to said southeasterly line;

thence South 47°00'08" West a distance of 89 feet more or less on said southeasterly line, to the easterly shoreline of the Shell Rock River;

thence south, southeasterly and northeasterly 1760.00 feet more or less on said easterly shoreline, to the northwesterly line of the I & M Rail Link;

thence North 67°01'12" East a distance of 710.00 feet more or less on said northwesterly line, to the point of beginning.

and

All that part of Government Lot 1 and the SW1/4 all in Section 9-T102N-R21W, Freeborn County, Minnesota; which lies northwesterly and northeasterly of the westerly shoreline of the Shell Rock River and southeasterly of the following described line;

Commencing at the northeast corner of said SW1/4; thence South 01°12'00" East a distance of 853.06 feet on an assumed bearing on the east line of said SW1/4; thence South 88°46'00" West a distance of 81.44 feet, to the northeasterly extension of the southeasterly line of the Union Pacific Railroad which is the point of beginning;

thence South 47°00'08" West a distance of 687.00 feet more or less, to said westerly shoreline which is the point termination.

Having caused the above described premises to be surveyed and platted as shown hereon, to be known as BLAZING STAR NO. 2, do by these presents dedicate to the public for public use forever and for the use of the public utilities, the utility easements appearing hereon, for the installation and maintenance of facilities installed in and over said easements to serve adjacent or other premises in the vicinity.

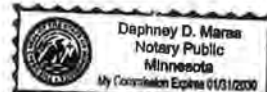
Witness my hand this 14th day of Jan, 2025

Rich Murray
Rich Murray, Mayor

STATE OF MINNESOTA
COUNTY OF FREEBORN

The foregoing instrument was acknowledged before me this 14th day of January, 2025 by Rich Murray, Mayor of The City of Albert Lea, a Minnesota Municipal Corporation, on behalf of the Corporation.

Notary Public
My Commission Expires 1/21/30



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.

Date 30th day of Dec, 2024

Steven J. Thompson
Steven J. Thompson, Licensed Land Surveyor
Minnesota License No. 22705

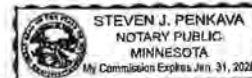
STATE OF MINNESOTA
COUNTY OF FREEBORN

This instrument was acknowledged before me on this 30 day of DEC, 2024 by Steven J. Thompson.

Notary Public, Steven J. Penkava
My Commission Expires 1-31-26

COUNTY SURVEYOR

I hereby certify that this plat of BLAZING STAR NO. 2, Subd. 11, this plat has been reviewed and approved this 30 day of DEC, 2024.



Steven J. Penkava
Deputy Freeborn County Surveyor

COUNTY AUDITOR & TREASURER CERTIFICATE

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2025 on the land hereinbefore described have been paid. Pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this 29 day of Jan, 2025.

Kevin J. Jensen
County Auditor & Treasurer, Freeborn County, MN

COUNTY RECORDER'S CERTIFICATE

I hereby certify that this plat of BLAZING STAR NO. 2 was filed in the office of the County Recorder for public record on this 10th day of Feb, 2025 at 4 o'clock P.M., and was duly filed in Book 4 of Plats, Page 1, as Document Number 561824.

H. Bagley
County Recorder, Freeborn County, Minnesota

By: _____
Deputy

REGISTRAR OF TITLES

I hereby certify that this plat of BLAZING STAR NO. 2 was filed in the office of the County Recorder for public record on this 10th day of Feb, 2025 at 4 o'clock P.M., and was duly filed in Book 4 of Plats, Page 1, as Document Number 116901.

H. Bagley
Registrar of Titles

By: _____
Deputy

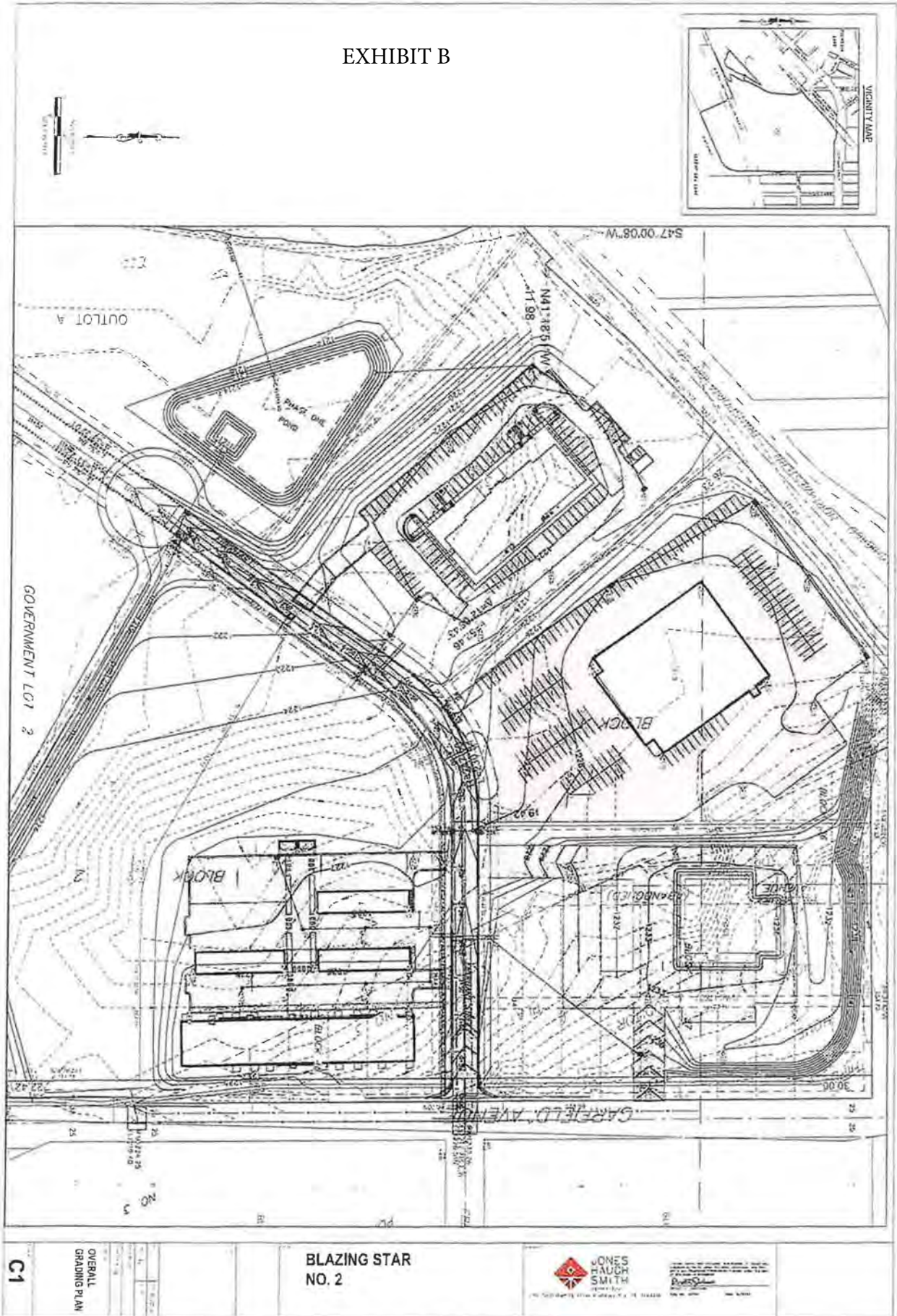
Date: DECEMBER 2024
Revised date: -
Drawn by: ADM
Survey: EUT

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EXHIBIT B



RESOLUTION 26-XXX

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>Donor</u>	<u>Amount or Item</u>
Kennel Club of Freeborn County	\$5,995.00 – Electrical Upgrade Arena Parking Lot

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 each 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;

Introduced and passed this 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

Resolution 26-

Introduced by Councilor _____

**RESOLUTION OPTING TO INCREASE THE BENEFIT LEVEL FOR FIREFIGHTERS WHO ARE
VESTED IN THE STATEWIDE VOLUNTEER FIREFIGHTER PLAN**

WHEREAS, the City previously authorized the fire department to join the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA); and

WHEREAS, the City has completed a cost analysis of increasing the benefit level for firefighters who are vested in the Statewide Volunteer Firefighter Plan from PERA; and

WHEREAS, the City understands that Minnesota statutes do not have provisions for a decrease in benefit levels; and

WHEREAS, the City highly values the contributions of City Fire Department members to the safety and well being of our community and wishes to safeguard their pension investments in a prudent manner.

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

Sec. 1. The City hereby approves an increase in the benefit level for firefighters who have completed at least 5 years of good time service credit as a member of the Statewide Volunteer Firefighter Plan administered by PERA at the \$4,500, \$4,700 and \$5,000 benefit level per year of service, effective January 1, 2027, 2028 and 2029, respectively.

Sec. 2. The Mayor and City Manager are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

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 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

RESOLUTION 26-xxx

Introduced by Councilor Christensen

RESOLUTION ADOPTING THE 2027 PRELIMINARY BUDGET AND PROPERTY TAX
LEVY

WHEREAS, the City annually adopts an operating budget for the coming year in accordance with the City Charter and Minnesota Statutes; and

WHEREAS, Minnesota Statute 275.065, Subdivision 1 requires cities to certify a maximum proposed levy on or before September 30th of each year and to establish a public meeting date for the purpose of discussing said proposed levy; and

WHEREAS, the Albert Lea City Council has reviewed the preliminary budget and levy as found in Exhibit “A.”

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

Sec. 1. That the proposed 2027 preliminary budget found in Exhibit “A” is hereby adopted.

Sec. 2. The preliminary 2027 net tax levy to be certified to the Freeborn County Auditor of \$9,960,000 is hereby established as the maximum possible net tax levy for property tax payable 2027.

Sec. 3. That Monday, December 14, 2026 is hereby established for the public hearing on the proposed 2027 budget and tax levy to be held at the City Hall Council Chambers beginning at 7:00 p.m.

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;

Introduced and passed this 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

CITY OF ALBERT LEA						
General Fund and Debt Levies						
Last Year	Fund Description	2026	2027	Increase (Decrease) from 2026		% Increase of Total 2026 Levy
	General Fund Levy	6,533,000	6,533,000	-	0.00%	0.00%
	2027 Preliminary Levy Increase	-	692,000	692,000	N/A	7.49%
	Total General Fund Levy	6,533,000	7,225,000	692,000	10.59%	7.49%
2026	2016A GO Bonds	212,349	-	(212,349)	-100.00%	-2.30%
2027	2017A GO Bonds	149,969	144,468	(5,501)	-3.67%	-0.06%
2028	2018A GO Bonds	160,904	157,964	(2,940)	-1.83%	-0.03%
2029	2019A GO Bonds	181,797	181,587	(210)	-0.12%	0.00%
2030	2020A GO Bonds	211,033	207,936	(3,097)	-1.47%	-0.03%
2031	2021A GO Bonds	104,146	100,366	(3,780)	-3.63%	-0.04%
2032	2022A GO Bonds	244,936	244,726	(210)	-0.09%	0.00%
2032	2022A GO Bonds-Arena Roof	60,968	59,078	(1,890)	-3.10%	-0.02%
2033	2023A GO Bonds	235,652	232,712	(2,940)	-1.25%	-0.03%
2033	2023A GO Bonds-Arena Bleachers	43,943	42,683	(1,260)	-2.87%	-0.01%
2034	2024 Street Projects	131,541	128,653	(2,888)	-2.20%	-0.03%
2039	2024 Street Projects	62,845	64,945	2,100	3.34%	0.02%
2039	2024 Arena Solar	49,245	47,933	(1,312)	-2.66%	-0.01%
2045	2024 Recreational Facilities	773,745	773,745	-	0.00%	0.00%
2047	2025 TIF Soil District	52,876	38,070	(14,806)	-28.00%	-0.16%
	Removed 12.8.2025	(52,876)	-	52,876	-100.00%	0.57%
2036	2025 Eberhart	53,958	55,389	1,431	2.65%	0.02%
2036	2025 Freeborn Bank Parking Lot	22,969	24,203	1,234	5.37%	0.01%
2037	2026 Street Projects	-	230,542	230,542	N/A	2.50%
	Total Debt Levy	2,700,000	2,735,000	35,000	1.30%	0.38%
	Total General Fund and Debt Levy	9,233,000	9,960,000	727,000	7.87%	7.87%

General Fund 2027 Budget

				2027 Budget	2027 Budget	
	2025	2026 Final	2027 Prelim	Over (Under)	Over (Under)	%
	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>2025 Actual</u>	<u>2026 Budget</u>	<u>Change</u>
Revenues						
Tax Levy - Collected	5,892,776	6,533,000	7,225,000	1,332,224	692,000	10.59%
Franchise Fees	1,805,588	2,000,000	2,000,000	194,412	-	0.00%
Other taxes	46,148	41,000	27,000	(19,148)	(14,000)	-34.15%
Permits and Licenses	420,966	460,050	527,050	106,084	67,000	14.56%
LGA	6,882,691	6,909,613	6,948,756	66,065	39,143	0.57%
Other Intergovernmental	1,475,154	1,375,427	1,521,427	46,273	146,000	10.61%
Charges for Services	1,020,228	1,177,520	1,188,020	167,792	10,500	0.89%
Fines and Forfeits	74,374	90,000	80,000	5,626	(10,000)	-11.11%
Miscellaneous	192,640	99,390	102,747	(89,893)	3,357	3.38%
Interest/MVA	326,834	200,000	200,000	(126,834)	-	0.00%
Transfer In - PILOT	610,000	700,000	740,000	130,000	40,000	5.71%
Transfer In - Overhead	1,900,000	2,000,000	2,250,000	350,000	250,000	12.50%
Total Revenues	20,647,399	21,586,000	22,810,000	2,162,601	1,224,000	5.67%
Expenditures						
Council						
Personnel Services	64,497	65,590	65,584	1,087	(6)	-0.01%
Supplies	3,454	1,300	1,200	(2,254)	(100)	-7.69%
Other Services & Charges	120,882	76,958	75,114	(45,768)	(1,844)	-2.40%
Council Total	188,833	143,848	141,898	(46,935)	(1,950)	-1.36%
City Manager						
Personnel Services	293,607	315,305	330,766	37,159	15,461	4.90%
Supplies	814	850	500	(314)	(350)	-41.18%
Other Services & Charges	15,422	14,710	12,571	(2,851)	(2,139)	-14.54%
City Manager Total	309,843	330,865	343,837	33,994	12,972	3.92%
City Clerk						
Personnel Services	160,823	173,033	185,450	24,627	12,417	7.18%
Supplies	170	200	200	30	-	0.00%
Other Services & Charges	15,241	14,442	14,384	(857)	(58)	-0.40%
City Clerk Total	176,234	187,675	200,034	23,800	12,359	6.59%
Elections						
Personnel Services	-	30,534	-	-	(30,534)	-100.00%
Supplies	-	2,200	-	-	(2,200)	-100.00%
Other Services & Charges	-	3,750	-	-	(3,750)	-100.00%
Elections Total	-	36,484	-	-	(36,484)	-100.00%
Finance						
Personnel Services	529,101	578,157	596,755	67,654	18,598	3.22%
Supplies	8,177	8,200	10,000	1,823	1,800	21.95%
Other Services & Charges	95,061	90,606	91,635	(3,426)	1,029	1.14%
Finance Total	632,339	676,963	698,390	66,051	21,427	3.17%
City Attorney						
Personnel Services	103,382	112,377	121,875	18,493	9,498	8.45%
Supplies	162	300	300	138	-	0.00%
Other Services & Charges	130,106	133,863	139,039	8,933	5,176	3.87%
City Attorney Total	233,650	246,540	261,214	27,564	14,674	5.95%

General Fund 2027 Budget

				2027 Budget	2027 Budget	
	2025	2026 Final	2027 Prelim	Over (Under)	Over (Under)	%
	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>2025 Actual</u>	<u>2026 Budget</u>	<u>Change</u>
Human Resources						
Personnel Services	269,677	335,745	356,215	86,538	20,470	6.10%
Supplies	491	150	150	(341)	-	0.00%
Other Services & Charges	64,543	96,870	87,250	22,707	(9,620)	-9.93%
Personnel Admin Total	334,711	432,765	443,615	108,904	10,850	2.51%
Community Development						
Personnel Services	647,040	693,065	659,903	12,863	(33,162)	-4.78%
Supplies	9,996	6,600	8,600	(1,396)	2,000	30.30%
Other Services & Charges	49,867	44,364	38,896	(10,971)	(5,468)	-12.33%
Planning and Zoning Total	706,903	744,029	707,399	496	(36,630)	-4.92%
City Center						
Personnel Services	32,832	35,978	50,228	17,396	14,250	39.61%
Supplies	9,126	8,500	10,500	1,374	2,000	23.53%
Other Services & Charges	121,103	119,984	120,066	(1,037)	82	0.07%
City Center Total	163,061	164,462	180,794	17,733	16,332	9.93%
Community Engagement						
Personnel Services	270,314	288,501	307,350	37,036	18,849	6.53%
Supplies	1,219	1,500	1,500	281	-	0.00%
Other Services & Charges	37,928	48,928	51,302	13,374	2,374	4.85%
Comm Eng Total	309,461	338,929	360,152	50,691	21,223	6.26%
Information Technology						
Other Services & Charges	293,986	410,150	415,050	121,064	4,900	1.19%
IT Total	293,986	410,150	415,050	121,064	4,900	1.19%
Police						
Personnel Services	4,522,910	4,842,097	5,403,550	880,640	561,453	11.60%
Supplies	151,604	130,550	147,250	(4,354)	16,700	12.79%
Other Services & Charges	459,559	545,433	797,508	337,949	252,075	46.22%
Police Total	5,134,073	5,518,080	6,348,308	1,214,235	830,228	15.05%
Fire						
Personnel Services	2,487,063	2,551,207	2,729,472	242,409	178,265	6.99%
Supplies	129,342	124,750	127,300	(2,042)	2,550	2.04%
Other Services & Charges	162,476	194,963	186,366	23,890	(8,597)	-4.41%
Capital Outlay/Debt Payment	37,955	19,000	19,000	(18,955)	-	0.00%
Fire Total	2,816,836	2,889,920	3,062,138	245,302	172,218	5.96%
Community Services/Reserve						
Personnel Services	179,974	190,626	209,842	29,868	19,216	10.08%
Supplies	8,515	9,000	7,200	(1,315)	(1,800)	-20.00%
Other Services & Charges	94,798	127,522	121,794	26,996	(5,728)	-4.49%
Comm Services/Reserve Total	283,287	327,148	338,836	55,549	11,688	3.57%
Engineering						
Personnel Services	777,404	824,014	906,607	129,203	82,593	10.02%
Supplies	6,397	11,575	19,950	13,553	8,375	72.35%
Other Services & Charges	28,350	33,691	34,049	5,699	358	1.06%
Engineering Total	812,151	869,280	960,606	148,455	91,326	10.51%

General Fund 2027 Budget

				2027 Budget	2027 Budget	
	2025	2026 Final	2027 Prelim	Over (Under)	Over (Under)	%
	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>2025 Actual</u>	<u>2026 Budget</u>	<u>Change</u>
Street Maintenance						
Personnel Services	620,986	679,285	718,000	97,014	38,715	5.70%
Supplies	296,871	308,900	316,400	19,529	7,500	2.43%
Other Services & Charges	104,863	96,483	101,055	(3,808)	4,572	4.74%
Street Maint Total	1,022,720	1,084,668	1,135,455	112,735	50,787	4.68%
Snow & Ice Removal						
Personnel Services	394,857	402,705	425,835	30,978	23,130	5.74%
Supplies	126,070	118,500	108,000	(18,070)	(10,500)	-8.86%
Other Services & Charges	11,016	10,215	10,499	(517)	284	2.78%
Snow & Ice Removal Total	531,943	531,420	544,334	12,391	12,914	2.43%
Storm Drainage						
Personnel Services	157,439	181,332	214,868	57,429	33,536	18.49%
Supplies	30,427	43,050	42,300	11,873	(750)	-1.74%
Other Services & Charges	64,069	67,284	85,239	21,170	17,955	26.69%
Storm Drainage Total	251,935	291,666	342,407	90,472	50,741	17.40%
Street Lighting						
Supplies	59,735	12,000	12,000	(47,735)	-	0.00%
Other Services & Charges	278,391	262,064	262,448	(15,943)	384	0.15%
Street Lighting Total	338,126	274,064	274,448	(63,678)	384	0.14%
City Garage						
Personnel Services	236,020	249,499	270,844	34,824	21,345	8.56%
Supplies	43,775	56,700	46,500	2,725	(10,200)	-17.99%
Other Services & Charges	88,089	82,567	91,059	2,970	8,492	10.28%
City Garage Total	367,884	388,766	408,403	40,519	19,637	5.05%
Recreation						
Personnel Services	389,288	388,003	422,392	33,104	34,389	8.86%
Supplies	14,201	23,400	22,400	8,199	(1,000)	-4.27%
Other Services & Charges	44,626	47,157	59,795	15,169	12,638	26.80%
Recreation Total	448,115	458,560	504,587	56,472	46,027	10.04%
Arena						
Personnel Services	261,549	288,582	327,878	66,329	39,296	13.62%
Supplies	34,947	49,090	54,090	19,143	5,000	10.19%
Other Services & Charges	118,216	189,755	211,162	92,946	21,407	11.28%
Arena Total	414,712	527,427	593,130	178,418	65,703	12.46%
Aquatic Center						
Personnel Services	121,323	134,238	135,969	14,646	1,731	1.29%
Supplies	18,624	46,565	38,945	20,321	(7,620)	-16.36%
Other Services & Charges	35,336	52,164	43,819	8,483	(8,345)	-16.00%
Swimming Pool Total	175,283	232,967	218,733	43,450	(14,234)	-6.11%
Theater						
Supplies	788	2,060	2,425	1,637	365	17.72%
Other Services & Charges	27,481	22,378	21,107	(6,374)	(1,271)	-5.68%
Theater Total	28,269	24,438	23,532	(4,737)	(906)	-3.71%

General Fund 2027 Budget

				2027 Budget	2027 Budget	
	2025	2026 Final	2027 Prelim	Over (Under)	Over (Under)	%
	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>2025 Actual</u>	<u>2026 Budget</u>	<u>Change</u>
Senior Center						
Other Services & Charges	-	105,863	112,151	112,151	6,288	5.94%
Theater Total	-	105,863	112,151	112,151	6,288	5.94%
Parks						
Personnel Services	1,091,900	1,107,771	1,183,073	91,173	75,302	6.80%
Supplies	198,856	189,350	182,600	(16,256)	(6,750)	-3.56%
Other Services & Charges	191,670	173,821	199,549	7,879	25,728	14.80%
Parks Total	1,482,426	1,470,942	1,565,222	82,796	94,280	6.41%
Forestry						#DIV/0!
Personnel Services	119,077	152,275	151,567	32,490	(708)	-0.46%
Supplies	24,891	24,850	24,350	(541)	(500)	-2.01%
Other Services & Charges	44,568	60,437	54,399	9,831	(6,038)	-9.99%
Forestry Total	188,536	237,562	230,316	41,780	(7,246)	-3.05%
Library						
Personnel Services	950,439	1,003,444	1,071,269	120,830	67,825	6.76%
Supplies	133,087	174,900	165,850	32,763	(9,050)	-5.17%
Other Services & Charges	55,240	66,975	65,242	10,002	(1,733)	-2.59%
Library Total	1,138,766	1,245,319	1,302,361	163,595	57,042	4.58%
Economic Devt						
Other Services & Charges	102,395	65,200	72,650	(29,745)	7,450	11.43%
Economic Devt Total	102,395	65,200	72,650	(29,745)	7,450	11.43%
Total Expenses	18,886,478	20,256,000	21,790,000	2,903,522	1,534,000	7.57%
Transfer Out - Central Garage	850,000	800,000	680,000	(170,000)	(120,000)	-15.00%
Transfer Out - IT Capital Fund	55,000	55,000	55,000	-	-	0.00%
Transfer Out - Senior Center	84,571	-	-	(84,571)	-	#DIV/0!
Transfer Out - Broadway Ridge	145,000	190,000	-	(145,000)	(190,000)	-100.00%
Transfer Out - Airport	75,000	75,000	75,000	-	-	0.00%
Transfer Out - Storm Water	80,000	50,000	50,000	(30,000)	-	0.00%
Transfer Out - Building Maint	60,000	60,000	60,000	-	-	0.00%
Transfer Out - Blight Fund	-	100,000	100,000	100,000	-	0.00%
Total Transfers	1,349,571	1,330,000	1,020,000	(329,571)	(310,000)	-23.31%
Total Expenses and Transfers Out	20,236,049	21,586,000	22,810,000	2,573,951	1,224,000	5.67%
Total Revenue Over (Under)						
Expenditures	411,350	-	-	(411,350)	-	N/A

RESOLUTION 26-xxx

Introduced by Councilor

RESOLUTION APPROVING ALBERT LEA HOUSING AND REDEVELOPMENT
AUTHORITY PRELIMINARY PROPERTY TAX LEVY FOR FISCAL YEAR 2027

WHEREAS, the Housing and Redevelopment Authority of the City of Albert Lea (the “HRA”) may request the establishment of a special benefit tax pursuant to Minnesota Statute 469.033 Subdivision 6; and

WHEREAS, Minnesota Statute 469.033 Subdivision 6 requires the consent, by resolution, of the governing body of the municipality to levy said tax.

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

Sec. 1. That pursuant to Minnesota Statute 469.033 Subdivision 6, the special benefit tax as determined by the Housing and Redevelopment Authority of the City of Albert Lea is given preliminary approval of collection in fiscal year 2027 in the amount of \$300,533.

Sec. 2. That a copy of this resolution shall be certified to the Freeborn County Auditor no later than September 30, 2026, as required by law.

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;

Introduced and passed this 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

RESOLUTION 26-xxx

Introduced by Councilor

RESOLUTION APPROVING ALBERT LEA ECONOMIC DEVELOPMENT AUTHORITY
PRELIMINARY PROPERTY TAX LEVY FOR FISCAL YEAR 2027

WHEREAS, the Economic Development Authority of the City of Albert Lea (the “EDA”) may request that the City levy a tax for the benefit of the EDA pursuant to Minnesota Statutes, section 469.107, subdivision 1; and

WHEREAS, Minnesota Statutes, section 469.107, subdivision 1, requires the consent, by resolution, of the governing body of the municipality to levy said tax, provided that the tax must not exceed 0.01813 percent of estimated market value.

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

Sec. 1. That pursuant to Minnesota Statutes, section 469.107, subdivision 1, the tax requested by the Economic Development Authority of the City of Albert Lea is given preliminary approval for collection in fiscal year 2027 in the amount of \$170,000.

Sec. 2. That a copy of this resolution shall be certified to the Freeborn County Auditor no later than September 30, 2026, as required by law.

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, Van Beek, Olson, Anderson and Mayor Murray;

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

Introduced and passed this 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

RESOLUTION 26-

Introduced by Councilor

**RESOLUTION AUTHORIZING A SMALL CITIES DEVELOPMENT PROGRAM LOCAL
INCOME PLAN FORGIVABLE LOAN FOR RENOVATION OF LMI FAMILY PROPERTY
LOCATED AT 225 PEARL STREET SOUTH**

WHEREAS, the City recaptured local income through repayment of grants pursuant to the Small Cities Development Program (“SCDP”) and deposited said money into Fund 206; and

WHEREAS, the City's SCDP Program and Local Income Plan (“Income Plan”) permits recaptured funds to be provided to owners for assistance with repair and/or renovation of properties to increase the supply or quality of dwellings suited for occupancy of low- to moderate-income (“LMI”) persons/households and/or the prevention or elimination of blight; and

WHEREAS, the Income Plan authorizes the City to grant a forgivable loan to owners of multi-family units up to a maximum permitted amount of twelve thousand five hundred and no/100 dollars (\$12,500.00) per unit; and

WHEREAS, Landmark Apartments of Albert Lea, LLC owns a family property located at 225 Pearl Street South, Albert Lea, Minnesota in need of repair/improvement/rehabilitation and for which it seeks to do the following improvements: Install new windows, HVAC and water heater and paint exterior for the LMI persons/households; and

WHEREAS, the City has authorized a 50/50 forgivable loan match up to the maximum permitted amount of twelve thousand five hundred and no/100 dollars (\$12,500.00) from fund 232 for the eligible project; and

WHEREAS, Landmark Apartments of Albert Lea, LLC agrees to complete the project within twenty-four (24) months of receiving the funds; and

WHEREAS, the loan may be forgiven five (5) years after completion of the project, provided Landmark Apartments of Albert Lea, LLC has not sold, transferred, or otherwise conveyed, voluntarily or involuntarily, the property at 225 Pearl Street South.

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

Sec. 1. That the City Manager is hereby authorized to enter into a Loan Agreement up to the maximum permitted amount of twelve thousand five hundred and no/100 dollars (\$12,500.00) with Landmark Apartments of Albert Lea, LLC for the renovation of the property located at 225 Pearl Street South, Albert Lea, Minnesota.

Sec. 2. The Mayor and City Manager are authorized and directed to execute any

instruments or documents necessary to enter into the Loan Agreement for this Property.

That the motion for the adoption of the foregoing resolution was duly seconded by Councilor Anderson, 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 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

SMALL CITIES DEVELOPMENT PROGRAM GRANT
225 Pearl Street South, Albert Lea, MN 56007

THIS AGREEMENT, made and entered into as of September ____, 2026, by and between Landmark Apartments of Albert Lea, LLC (“Applicant”), a limited liability company of the State of Minnesota, having its principal office at 125 Newton Avenue South, Albert Lea, Minnesota; and the City of Albert Lea (“Grantor”), a municipal corporation of the State of Minnesota, having its principal office at 221 Clark Street East, Albert Lea, Minnesota;

WHEREAS, Grantor has Small Cities Development Program (“SCDP”) funds to assist owners with financial assistance for rental housing rehabilitation to increase the quality of the multi-family rental units to benefit low and moderate income (“LMI”) persons or households;

NOW, THEREFORE, in consideration of said Grant and the mutual covenants contained herein, the parties agree as follows:

DEFINITIONS:

For the purposes of this Agreement, the following terms shall have the following respective meanings, unless the context hereof requires otherwise:

Agreement: This Small Cities Development Program Grant Agreement as it may be modified, amended, supplemented, restated or replaced.

Applicant: Landmark Apartments of Albert Lea, LLC, and its permitted heirs, successors and assigns.

Owner: Landmark Apartments of Albert Lea, LLC, and its permitted heirs, successors and assigns.

Completion: The date as of which all Improvements are completed in accordance with the Plans, as approved by Grantor, and paid for in full, free of all mechanics’, labor, materialmen’s and other similar lien claims; said completion has been approved and certified by the Inspector, if any; certificate(s) of substantial completion in form reasonably acceptable to Grantor for Improvements have been signed by Owner and delivered to Grantor, and no substantial punch-list items remain to be completed; all private restrictions and covenants relating to the Project, if any, shall have been complied with or satisfied; Owner has obtained and delivered to Grantor copies

of all licenses and permits needed to operate the occupied Improvements; unleased space, if any, has been finished to the standard vanilla shell; the undisbursed balance of Grant proceeds and/or Owner deposits are sufficient to pay costs Improvements, if any; copies of all warranties from suppliers covering materials, equipment and appliances included within the Project, evidence that all insurance required hereby is in full force and effect and a copy of the Project which conforms with Grantor's requirements; and no Event of Default exists hereunder.

Completion Date: Twenty-Four (24) months after execution of this Agreement, or such earlier date on which Owner has achieved Completion, and Owner has fully complied with the requirements for the disbursement of Grant funds.

Construction Costs: All costs paid to develop, construct, equip, and complete the Improvements including, but not limited to, site preparation, architectural fees, general contractor's fees, engineering fees, surveying charges, bond fees, insurance costs, legal fees, title insurance charges, fees, sales and marketing costs, property management costs, project maintenance costs, utilities expenses, interest charges, service fees, all Grant and carrying charges, and all costs of labor, material and services paid or necessarily incurred by Owner in connection with the construction of the Improvements.

Draw Request: An application for disbursement of Grant proceeds made in conformance with this Agreement, signed by Owner and Contractor, and other in a form and substance reasonably acceptable to Grantor.

Event of Default: An Event of Default specified in Section 2.1 hereof.

Governmental Requirements: All laws, statutes, codes, ordinances, governmental rules, regulations requirements applicable to Owner, Grantor and the Project.

Grant: Amount awarded pursuant to SCDP funds.

Grantor: The City of Albert Lea, a Minnesota municipal corporation, and its successors and assigns.

Improvements: The Improvements described on Exhibit A attached hereto and hereby made a part hereof which are to be constructed in accordance with the Plans.

Indemnitor: Owner.

Inspector: Member of City of Albert Lea Community Development Department.

Plans: The blueprints, plans, drawings and site plan for the construction of the Improvements, as approved by Grantor and incorporated by reference into this Agreement, as the same may be modified or supplemented.

Premises: The Improvements at 225 Pearl Street South, Albert Lea, Minnesota and legally described as:

Lot 8 in Block 1 in Morin's Addition to the City of Albert Lea, as the same is platted and on file in the Office of the Register of Deeds in and for Freeborn County, Minnesota.
Parcel ID: 34.007.0080

Project: Improve the building, maintain code compliance and provide housing opportunities to LMI individuals and families.

I. GRANT; GRANT PROCEEDS

Section 1.1 - General.

Grantor agrees to award to Owner the proceeds of the Grant. The Grant shall be disbursed upon Project Completion by Grantor only for work satisfactorily completed. Grantor is not obligated to make an advance payment until Grantor is satisfied the work has been completed in accordance with the approved Plan.

When Owner seeks disbursement, it shall submit a Draw Request, in a form approved by Grantor, to Grantor at least ten (10) days prior to the date the disbursement is to be made. If Grantor believes inadequate documentation is shown, payment shall not be made.

Section 1.2 - Conditions Precedent to Payment.

Each of the following shall be a condition precedent to payment under this Agreement:

- A. Owner will present Grantor with design and/or improvement Plans illustrating the proposed work. The design and/or improvement Plans must comply with all federal, state, and local law.
- B. Grantor shall have received a Draw Request that complies with the requirements set forth in this Agreement.
- C. Owner is required to pay contractors in full. Grantor will reimburse Owner paid contractor and material invoices up to twelve thousand five hundred and no/100 dollars (\$12,500.00). Owner shall show the source of funds for full payment of the contractor along with a signed Mechanics Lien Waiver.
- D. Grantor shall have received from the Building Inspector a written certification verifying the work, labor and materials done or supplied up to the date of the Draw Request is in a manner that complies with federal, state, and local law.

Section 1.3 – LMI Housing Requirements.

Each of the following shall be a condition precedent to receiving funds and loan forgiveness:

- A. Owner agrees to rent at least fifty-one percent (51%) of the units to LMI persons/households as defined for Freeborn County by the Department of Housing and Urban Development (“HUD”) with rent plus utility costs that do not exceed fair market rents for Freeborn County as defined by HUD. This provision applies until expiration of this Agreement.
- B. Owner agrees rents will not be increased on any current tenant household *currently paying less* than thirty percent (30%) of their gross, combined household on rent, plus utility costs to an amount that exceeds thirty percent (30%) of their gross combined household income on rent, plus utility costs. Owner also agrees rent increases cannot exceed the affordable rents that apply to the project. This provision applies until expiration of this Agreement.
- C. Owner agrees rents will not be increased on any current tenant household *currently paying more* than thirty percent (30%) of their gross, combined household on rent, plus utility costs. In these cases, rent and utility costs do not have to be decreased. However, no increase can occur over the life of the assistance for such a household. This provision applies until expiration of this Agreement.

- D. Owner shall complete and submit to Grantor: the Rental Rehabilitation Program Tenant Survey; Rental Rehabilitation Program Tenant Assistance Record; General Information Notice Residential Tenant Who Will Not Be Displaced; General Information Notice For Tenants Who Move in After Application; and Notice of Non-Displacement to Residential Tenant, attached as Exhibit B. Owner agrees to submit The Rental Rehabilitation Program Tenant Assistance Record to Grantor annually starting on March 1, 2025 and every March 1st thereafter during the life of the loan.

Section 1.4 –Terms.

- A. As security for Owner's obligation of repayment, and subject to the terms and conditions of this Agreement, Owner hereby grants, and Grantor shall and hereby does have, a lien on the real estate hereinafter described in the full amount necessary to satisfy said repayment obligation and cost including reasonable attorney's fees and costs of collecting the same. The real estate subject to said lien is situated in Freeborn County, Minnesota and legally described as:

Lot 8 in Block 1 in Morin's Addition to the City of Albert Lea, as the same is platted and on file in the Office of the Register of Deeds in and for Freeborn County, Minnesota.
Parcel ID: 34.007.0080

- B. Owner covenants and agrees with the Grantor if the real estate described above is sold, transferred, or otherwise conveyed, voluntarily or involuntarily, either while Owner is living or by reason of death of the owner within five (5) years after the date of project completion, Owner shall repay a prorated amount as follows:
- i) If before 365 days after final Grant payment by the Grantor, the Owner shall repay Grantor a sum equal to the full amount of the Grant as set forth above;
 - ii) If after one year but before two years after final Grant payment by the Grantor, Owner shall repay Grantor a sum equal to eighty percent (80%) of the Grant as set forth above;
 - iii) If after two years but before three years after final Grant payment by the Grantor, Owner shall repay Grantor a sum equal to sixty percent (60%) of the Grant as set forth above;
 - iv) If after three years but before four years after final Grant payment by the Grantor, Owner shall repay Grantor a sum equal to forty percent (40%) of the Grant as set forth above; and
 - v) If after four years but before five years after final Grant payment by the Grantor, Owner shall repay Grantor a sum equal to twenty percent (20%) of the Grant as set forth above.
- C. Promptly, after the date of any sale, transfer, or other conveyances of the above described real property (or, in the event of a sale by contract or deed at least ten (10) days prior to such date of sale), Owner or his/her heirs, executors, or representatives, shall give Grantor notice thereof.
- D. Any such repayment shall be made to Grantor no later than thirty (30) days following such sale, transfer, or other conveyance, or on such a later date as Grantor, in its sole discretion, may designate. In the event Owner or his/her heirs shall fail or refuse to make a required payment within said limited period, Grantor may, with or without notice to Owner or his/her heirs, foreclose said lien in the same manner as an action for the foreclosure of mortgages of said real estate, as by statute provided, including but not limited to foreclosure by advertisement. Grantor thus holds a power of sale in this lien and, upon default, has the power to accelerate all indebtedness hereunder.
- E. Said lien shall terminate and shall be of no force in the event Grantor has not, within five (5) years from the date of the Grant, commenced a foreclosure action and filed a notice thereof in the Office of

the Freeborn County Recorder.

- F. If Owner has maintained compliance with the terms within this Agreement, the Grant will be forgiven in its entirety five (5) years after Grantor's final payment to Owner. No interest shall accrue and no installment payments shall be made by Owner to Grantor while Owner is compliant with the terms herein.

II. REPRESENTATIONS AND WARRANTIES OF OWNER

Owner represents and warrants to Grantor as of the date of this Agreement and as of the date of disbursement hereunder and under the Grant that:

Section 2.1 – Title, Boundary Lines of Project.

Owner owns in fee simple the Premises. The exterior lines of the Improvements are, and at all times will be, within the boundary lines of the Premises.

Section 2.2 – Condition of Premises.

The Premises are not now damaged or injured as a result of any accident, flood or other casualty, nor subject to any action in eminent domain.

Section 2.3 – Conformance with Governmental Requirements and Restrictions; Permits.

Owner has examined and is familiar with all applicable covenants, conditions, restrictions and reservations, and with all applicable Governmental Requirements and other laws, regulations, rules and ordinances of the federal government and the State of Minnesota and the respective agencies thereof and the political subdivisions in which the Project is located, and the Project and use thereof in all respects conforms to and complies with said covenants, conditions, restrictions, reservations, rules ordinances, regulations and Governmental Requirements.

The Owner has obtained, or will obtain in a timely manner, all necessary and material approvals of and licenses, permits, consents and franchises from federal, state, county, municipal or other governmental authorities having jurisdiction over the Project.

Section 2.4 – No Litigation or Defaults.

There are no actions, suits or proceedings pending or, to the knowledge of Owner, threatened against or affecting Owner or the Project, or involving the validity or enforceability of the Grant Documents or the priority of the lien thereof, at law or in equity; and Owner is not in default under any order, writ, injunction, decree or demand of any court or any administrative body having jurisdiction over Owner.

Section 2.5 – No Defaults Under Grant Documents or Other Agreements.

There is no default or Event of Default on the part of Owner under the Grant Documents or under any other document to which Owner is a party and which relates to the ownership, occupancy, use, development, construction or management of the Project.

Section 2.6 - Funds Sufficient to Pay Costs of Project.

Owner has undertaken reasonable efforts to determine the overall costs of the Project, and Owner understands that Grantor's participation in this Agreement is based upon the estimated costs currently determined. As such, Owner has a good faith belief that the proceeds of the Grant, together with any other funds to be contributed to the Project by the Owner or otherwise in accordance with this Agreement, will be sufficient to pay the costs of the Project in a manner suitable for its use, and all costs and expenses incidental thereto. The proceeds will be used only for the purposes contemplated hereby. Should the actual costs of the Project be higher than currently estimated, Owner understands that Grantor is not committed to disbursing any funds in excess of Grantor's commitment under this Agreement and the Grant Documents and any such excess costs are Owner's sole responsibility.

Section 2.7 - Providing Financial Information.

Owner shall cause to be delivered to Grantor, in accurate form and substance, without omissions or misrepresentations therein and all in form and content reasonably satisfactory to Grantor:

- A. Project progress reports and Project cost summaries upon Grantor's reasonable request; and
- B. Such other information respecting the Project.

Section 2.8 – Keeping of Records.

Owner shall set up and maintain accurate and complete books, accounts and records pertaining to the Project in a manner reasonably acceptable to Grantor. Owner will permit representatives of the Grantor to have free access to and to inspect and copy all books, records and contracts of Owner. Any such inspection by Grantor, its officers, employees, contractors, and agents shall be for the sole benefit and protection of the Grantor, and Grantor shall have no obligation to disclose the results thereof to Owner or to any third-party.

Section 2.9 – Notification to Grantor of Litigation and Other Proceedings.

Owner shall promptly notify Grantor in writing of: (i) all litigation and of all proceedings by or before any court or governmental or regulatory agency affecting the Owner or any part of the Premises and (ii) all complaints and charges made by any governmental authority affecting the Premises or affecting the Owner or its business which may delay or require changes in the making of the Improvements or impair the security of Grantor.

Section 2.10 – Inspections.

Grantor, its officers, employees, contractors, and agents shall have access to the Project at all reasonable times prior to final disbursement. Such access shall include the right to enter the Project and to conduct such inspections thereof as they shall deem necessary or desirable for the protection of the Grantor's interests.

Notwithstanding any provision of this Agreement to the contrary, if Grantor, its officers, employees, contractors, and agents should determine that the actual quality or value of the work performed or the materials furnished does not correspond with the quality or value of the work required by the Plans, Grantor shall notify Owner of its objections thereto, and, upon demand, Owner shall correct the conditions to which Grantor objects.

III. DEFAULTS

Section 3.1 - Events of Default.

Any of the following events shall constitute an Event of Default under this Agreement:

- A. Owner shall default in the payment of fees or other amounts due and payable under this Agreement or under any of the other Grant Documents, and such default continues for five (5) days after the date of written notice thereof from the Grantor to the Owner.
- B. Owner shall default in the due performance or observance of any covenant set forth herein.
- C. Owner shall default in the performance or observance of any other agreement, covenant or condition required to be performed or observed by Owner under the terms of this Agreement.
- D. Any representations or warranty made by Owner in this Agreement, or in any certificate or document furnished under the terms of this Agreement or in connection with the Grant, shall be untrue in any material respect.
- E. Owner shall be in default under the terms of any of the other Grant Documents and such default shall not be waived by Grantor, or any event of default shall exist under the terms of any such instrument and shall not have been cured within any applicable grace period.
- F. Work on the Project shall be substantially abandoned, or shall, by reason of Owner's fault, be unreasonably delayed or discontinued for any reason whatsoever to the extent that completion of the Project cannot, in the reasonable judgment of Grantor, be accomplished.
- G. Owner shall file bankruptcy; or shall apply for, consent to or permit the appointment of a receiver, custodial, trustee or liquidator for it or any of its property or assets; or shall admit in writing its inability to, pay its debts as they mature; or shall make general assignment for the benefit of credits or shall be adjudicated bankrupt or insolvent.
- H. Owner shall liquidate, wind up, dissolve, merge, terminate or suspend its operations, or sell all or substantially all of its assets, without the prior written consent of Grantor.
- I. There is a material adverse change in the condition (financial or otherwise), operations, or property of Owner.
- J. Owner does not maintain LMI tenant requirements and HUD approved rent levels in fifty-one percent (51%) of the units.

Section 3.2 - Rights and Remedies.

Upon the occurrence of any Event of Default, unless such Event of Default is subsequently waived in writing by Grantor, Grantor shall be entitled, at the option of Grantor, to exercise any or all of the following rights and remedies, consecutively or simultaneously, and in any order.

- A. Grantor may suspend its obligation to make disbursement under this Agreement, without notice to Owner.
- B. Grantor may terminate its obligation to make disbursement under this Agreement, and may declare the entire unpaid principal balance of the disbursement made under this Agreement to be immediately due and payable together with accrued and unpaid interest on such disbursement, and any other sums

due hereunder or under the Grant or any of the other Grant Documents, without notice to or demand on Owner.

- C. Grantor may exercise any or all remedies specified herein and in the other Grant Documents, including any remedies which it may have therefore at law, in equity or under statute.
- D. Grantor may (but shall not be obligated to) cure the Event of Default on behalf of Owner, and, in doing so, may enter upon the Project, and may expend such sums as it may deem desirable, including attorneys' fees, all of which shall be deemed to be disbursement hereunder, even though causing the Grant to exceed the face amount of the Grant, and shall be payable by Owner on demand.

Section 3.3 – Completion of Project by Grantor.

In addition, in case of occurrence of any Event of Default caused by, or which results in, Owner's failure, for any reason, to continue with construction of the Project as required by this Agreement, then Grantor may (but shall not be obligated to), in addition to, or in concert with, the other remedies referred to above, take over and complete construction of the Project in accordance with the Plans, with such changes therein as Grantor may, in its discretion, deem appropriate, all at the risk, cost and expense of Owner. Grantor may assume or reject any contracts entered into by Owner in connection with the Project, may enter into additional or different contracts for work services, labor and materials required, in the judgment of Grantor, to complete the Project, and may pay, compromise and settle all claims in connection with the Project.

All sums, including attorneys' fees, and charges or fees for supervision and inspection of the construction and for any other necessary or desirable purpose in the discretion of Grantor expended by Grantor in completing or attempting to complete the Project (whether aggregating more, or less, than the face amount of the Grant), shall be deemed a disbursement made by Grantor to Owner hereunder, and Owner shall be liable to Grantor, on demand, for the repayment of such sums, together with interest on such sums from the date of their expenditure at the rates provided herein. Grantor may, in its discretion, at any time abandon work on the Project, after having commenced such work, and may recommence such work at any time, it being understood that nothing in this Section shall impose any obligation on Grantor either to complete or not to complete the Project.

For the purpose of carrying out the provision of this Section, Owner irrevocably appoints Grantor its attorney-in-fact, with full power of substitution, to execute and deliver all such documents, to pay and receive such funds, and to take such action as may be necessary, in the judgment of Grantor, to complete the Project. This power of attorney is coupled with an interest and is irrevocable. Grantor, however, shall have no obligation to undertake any of the foregoing, and, if Grantor does undertake any of the same, it shall have no liability for the adequacy, sufficiency or completion thereof.

IV. MISCELLANEOUS

Section 4.1 – Binding Effect; Waivers; Cumulative Rights and Remedies.

The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns; provided, however, that neither this Agreement nor the proceeds of the Grant may be assigned by Owner voluntarily, by operation of law or otherwise, without the prior written consent of Grantor. The rights and remedies of Grantor specified in this Agreement shall be in addition to, and not exclusive of, any other rights and remedies which Grantor would otherwise have at law, in equity or by statute, and all such rights and remedies, together with Grantor's right and remedies under the other Grant Documents, are cumulative and may be exercised individually, concurrently, successively and in any order.

Section 4.2 – Survival.

All agreements, representations and warranties made in this Agreement shall survive the execution of this Agreement, the making of the disbursements by Grantor, and the execution of the other Grant Documents, and shall continue until Grantor receives payment in full of all indebtedness of Owner incurred under this Agreement and under the other Grant Documents.

Section 4.3- Governing Law; Waiver of Jury Trial.

This Agreement, the rights of the parties hereunder and the interpretation hereof shall be governed by, and construed in accordance with, the laws of the State of Minnesota, in all respects. OWNER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION RELATING TO THE GRANT AND/OR THE GRANT DOCUMENTS.

Section 4.4 - Counterparts.

This Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement.

Section 4.5 - Notices.

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 Owner: Landmark Apartments of Albert Lea, LLC
c/o Lanier Pratt III
125 Newton Avenue South
Albert Lea, MN 56007

To Applicant: Landmark Apartments of Albert Lea, LLC
c/o Lanier Pratt III
125 Newton Avenue South
Albert Lea, MN 56007

To Grantor: City of Albert Lea
c/o City Manager
221 Clark Street East
Albert Lea, MN 56007

Section 4.6 - Grantor Responsibilities.

Grantor assumes no liability or responsibility for the sufficiency of the Grant proceeds to complete the Project, for protection of the Project, for the satisfactory completion of the Project, for inspection during construction, for the adequacy or accuracy of the Draw Request, for any representations made by Owner, or

for any acts on the part of Owner or its contractors to be performed in the construction of the Project.

Section 4.7 – No Third-Party Reliance.

No third-party shall be entitled to rely upon this Agreement or to have any of the benefits of Grantor's interest hereunder, unless such third-party is an express assignee of all or a portion of Grantor's interest hereunder.

Section 4.8 - Time of the Essence.

Time is of the essence hereof with respect to the dates, terms and conditions of this Agreement.

Section 4.9 - Entire Agreement; No Oral Modifications.

This Agreement supersedes all prior written or oral understandings and agreements with respect hereto including but not limited to that certain commitment letter, if any, between Owner and Grantor relating to the Project. No modification or waiver of any provision of this Agreement shall be effective unless set forth in writing and signed by the parties hereto.

Section 4.10 - Indemnification.

Owner agrees that it will indemnify, defend, and hold harmless the Grantor, its officers, employees, contractors, and agents, from and against any and all claims or causes of action arising or purportedly arising out of the actions of the Owner in connection with the construction, installation, ownership, or operation of the Project, except for claims or causes of action arising or purportedly arising from the negligent acts or omissions of Grantor's officers, employees, contractors, or agents.

Section 4.11 - Cooperation.

Owner agrees that it will reasonably cooperate with Grantor with respect to any litigation commenced by third-parties in connection with this Agreement.

Section 4.12 – Successors and Assignees.

The Owner may neither assign nor transfer any rights or obligations under this Grant contract without the prior consent of Grantor and a fully executed Grant Agreement executed and approved by the same parties whom executed and approved the Grant. This Agreement shall run with the aforesaid real property and shall be binding on the parties hereto and their respective heirs, executors, representatives, successors, and assigns.

Section 4.13 – Owner/Grantor Relationship.

The relationship between Owner and Grantor created hereby and by the other Grant Documents shall be that of an Owner and Grantor only, and in no event shall Grantor be deemed to a partner of, or a joint venture with, Owner.

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

OWNER

Landmark Apartments of Albert Lea, LLC

By: _____
Lanier Pratt III
Its Owner

APPLICANT
Landmark Apartments of Albert Lea, LLC

By: _____
Lanier Pratt III
Its Owner

GRANTOR
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 September, 2026, before me, a Notary Public within and for said County and State,
personally appeared Lanier Pratt III, the Owner of Landmark Apartments of Albert Lea, LLC.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF FREEBORN)

On this _____ day of September, 2026, before me, a Notary Public within and for said County and State,
personally appeared Lanier Pratt III, the Applicant for Landmark Apartments of Albert Lea, LLC.

Notary Public

STATE OF MINNESOTA)

COUNTY OF FREEBORN) ss.
)

On this ____ day of September, 2026, before me, a Notary Public within and for said County and State, personally appeared Patrick Ian Rigg, the City Manager for the City of Albert Lea.

Notary Public

[illegible]

On this ____ day of September, 2026, before me, a Notary Public within and for said County and State, personally appeared Rich Murray, the Mayor for the City of Albert Lea.

Notary Public

Prepared by:
Joel M. Holstad #402970
Albert Lea City Attorney
2020 County Road F East
White Bear Lake, MN 55110
(651) 274-8989
holstad2000@yahoo.com

EXHIBIT A

SCDP- 225 Pearl Street S

CPM	\$11,799.00	Windows
Jim & Dudes	\$ 5,775.00	Furnace/Air Conditioning/Water Heater
Ohnstad Painting	\$11,000.00	Exterior Painting

Total	\$28,574.00
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50/50 Match	\$14,287.00
--------------------	--------------------

Max Grant Per Unit Grant Approval	\$12,500 x1 unit
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EXHIBIT B

RENTAL REHABILITATION PROGRAM TENANT SURVEY

Name of Owner: _____ Name of Tenant: _____

Project Address: _____ Apartment Number: _____

Number of Bedrooms: _____

Data Privacy:

The information being collected is considered private and will not be available to the public. This information will be used only to determine eligibility for the owner to receive funds under the Rental Housing program. Not supplying the requested information may jeopardize the rehabilitation project.

This information is requested solely for the purpose of determining compliance with Federal civil rights law and your response will not affect consideration of your application.

Gender of Head of Household

- ☐ Male
☐ Female

Race/Ethnicity of Applicant (check one)

- ☐ White ☐ Yes ☐ No
☐ Black or African American
☐ Asian
☐ American Indian/Alaskan Native
☐ Native Hawaiian/Other Pacific Islander
☐ American Indian/Alaskan Native & White
☐ Asian & White
☐ Black/African American & White
☐ American Indian/Alaskan Native & Black/African American
☐ Other Multi-Racial

Hispanic Ethnicity

Does any member of the household have disabilities?

☐ Yes ☐ No

If "Yes," describe the nature of the disabilities:

List all occupants, their Annual gross income and source of income including Social Security, Wages, Pensions, Child Support or Alimony, SSI, General Assistance (except for foster care or student financial aid), Self-employment, Farm income, and Rental income: (For self-employed persons, farm and rental property income, use the appropriate line for "adjusted gross income" from the 1040 IRS Income Tax Return.)

Name	Age	Annual Gross Income	Source of Income
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Gross Annual Income _____

Initial Date of Lease: _____

Term of Lease: _____

Rent and Expenses:

Monthly Rent \$ _____

Will rent be increasing? Y/N If so, when and how much per month? _____

Average monthly expense for gas (heat, hot water, etc) if tenant paid: \$ _____

Average monthly expense for electricity if tenant paid: \$ _____

Average monthly expense for municipal water, if tenant paid: \$ _____

Average monthly expense for municipal sewer, if tenant paid: \$ _____

Average monthly expense for garbage, if tenant paid: \$ _____

Is Household currently receiving rental assistance? ☐ Yes ☐ No

Tenancy Information

Do you plan on moving sometime in the next year? Y/N

Please list any disabilities that anyone in the household may have that you would like the program to be aware of: _____

Lead Based Paint/General Information Notice Statement

I, _____, hereby certify that I have received the September 2011 Environmental Protection Agency publication entitled The Lead Safe Certified Guide to Renovate Right (EPA 740-K-10-001) and the General Information Notice for In-Place Tenants, and that I have read and understood the information.

I/we certify that all statements on this application are true and correct to the best of my/our knowledge.

I/we authorize program representatives and contractors with the right to enter the property and my unit to be improved for the purpose of the Rental Rehabilitation program and to take photographs of the property and unit before and after rehabilitation.

Signature of Tenant: _____

Date: _____

Signature of Co-Tenant: _____

Date: _____



Commercial or Rental Rehabilitation Program

Tenant Assistance Record

Small Cities Development Program

State of Minnesota

Grant Number		Grantee Name		Date Application Submitted	
Project Title				Date General Information Notice Sent	
Project Address				Date of Commitment	
Area Administrator				Date Notice of Non-displacement Sent	
URA Contact				Date of Project Completion	

☐ Initial Record Estimated Total Relocation Costs: \$ _____
 ☐ Final Record Final Relocation Costs: \$ _____

I hereby certify that (please check appropriate boxes):

☐ All the information contained on this record is complete and correct to the best of my knowledge. (Required for Initial and Final Record.)

☐ The Borrower is in compliance with the requirements for compensation and/or relocation for any displaced tenant in the Project as required by the Uniform Act and any payments for relocation costs have been made or the tenant has waived their right to such payment. (Required for Final Record.)

☐ At initial occupancy at least 51% of the units in the Project are occupied by persons and families whose adjusted gross income are in the lower and very low income categories as defined by HUD in 24 CFR 813.102. (Required for Final Record.)

_____ (Area Administrator) _____ (Date)

Name of Occupants Before Rehabilitation		Unit Number	Number of Bedrooms	Date of Occupancy	Date of Vacancy	Total Family Income	Number of Adults/Minors	Rents and Utilities		Date Tenant Survey Returned	Fair Market Rent
								Pre-Rehab.	Post-Rehab.		

Date of General Notice	Date of Notice of Non-Displacement	Date - Eligibility Notice Interview	Phys. Displ. (Y/N)	Econ. Displ. (Y/N)	Sect. 8Elig. (Y/N)	Temp. Reloc. (Y/N)	Moving Expenses (Y/N)	Moving Expenses - If Yes		
								Amount	Sources of Funds	Date Paid

Name of Occupants After Rehabilitation	Date of Lease Start	Total Family Income	Number of Adults/Minors	Lead Paint (Y/N)	Type of Assistance, if appropriate

Notes

Name of Occupants Before Rehabilitation		Unit Number	Number of Bedrooms	Date of Occupancy	Date of Vacancy	Total Family Income	Number of Adults/Minors	Rents and Utilities		Date Tenant Survey Returned	Fair Market Rent
								Pre-Rehab.	Post-Rehab.		
Date of General Notice	Date of Notice of Non-Displacement	Date - Eligibility Notice Interview	Phys. Displ. (Y/N)	Econ. Displ. (Y/N)	Sect. 8Elig. (Y/N)	Temp. Reloc. (Y/N)	Moving Expenses (Y/N)	Moving Expenses - If Yes			
								Amount	Sources of Funds	Date Paid	
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Notes											
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								Amount	Sources of Funds	Date Paid	
Name of Occupants After Rehabilitation		Date of Lease Start	Total Family Income	Number of Adults/Minors	Lead Paint (Y/N)	Type of Assistance, if appropriate					
Notes											

GENERAL INFORMATION NOTICE
RESIDENTIAL TENANT WHO WILL NOT BE DISPLACED

Tailor this letter to the circumstances
(Grantee or Agency Letterhead)

Date:

Dear _____,

On (date), (property owner) submitted an application to the (Grantee) for financial assistance to rehabilitate the building which you occupy at (address).

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your average monthly gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact (name),
(title), at (phone), (address).

Sincerely,

(name and title)

Notes

- 1 The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery.
-

**GENERAL INFORMATION NOTICE FOR
TENANTS WHO MOVE IN AFTER APPLICATION**

*Tailor this letter to the circumstances
(Grantee or Agency Letterhead)*

Date:

Dear: (name and address of household)

On (enter date) , (enter name of property owner) submitted an application to our agency for financial assistance to rehabilitate the building which you are considering moving into at (address) .

This letter is a notice to inform you that if the assistance is provided to the owner of your building and your unit is rehabilitated, you will not be eligible for assistance under the Uniform Relocation Act even though there will be Federal funds in the project. If you are temporarily or permanently displaced by the rehabilitation work, you will not receive moving assistance or a replacement housing payment that eligible tenants might receive under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and you should not throw it away. You will be kept informed of the outcome of the application for rehabilitation funds. In the meantime, if you have any questions about the contents of this notice, please contact (name and title) , at (phone number and address) .

Sincerely,

 (Name and title)

**NOTICE OF NON-DISPLACEMENT TO
RESIDENTIAL TENANT**

Tailor this letter to the circumstances
(Grantee or Agency Letterhead)

Date:

Dear:

On (date) , we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date) the owner's request was approved and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. *You will be able to lease and occupy your present apartment (or another suitable, decent, safe, and sanitary apartment in the same building/complex) upon completion of the rehabilitation. You monthly rent will remain the same, or, if increased, your new rent and estimated average utility costs will not exceed 30% of the gross income of all adult members of your household. Of course, you must comply with the reasonable terms and conditions of your lease.*
2. *If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.*

Since you have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do choose to move, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name) , (title) , at (phone) ,
 (address) .

Remember, do not move before we have a chance to discuss your eligibility for assistance. This letter is important and you should not throw it away.

Sincerely,

 (name and title)

NOTE to agencies:

DEED will expect to see proof of the date and manner in which this letter was delivered to each in-place tenant who will not be displaced.

REPAYMENT AGREEMENT - RENTAL

Note: Repayment Agreement terms and conditions will vary depending on community decisions.

THIS AGREEMENT, made and entered into this _____ by and between _____ (hereinafter referred to as "Owner"), and the _____ having its principal office at _____, Minnesota (hereinafter referred to as "____").

WHEREAS, on _____, the Grantor agreed to grant to Owner a rehabilitation Deferred Payment Loan (hereinafter referred to as "Deferred Loan," relating to the real estate hereinafter described, in the amount of _____ dollars (_____)), but only on condition that Owner executes this Agreement.

NOW THEREFORE, in consideration of the said Deferred Loan, the parties do hereby agree as follows:

1. Owner covenants and agrees with the City that if the real estate hereinafter described is sold, transferred or otherwise conveyed, voluntarily or involuntarily, either while the Owner is living or by reason of the death of the Owner:
 - (a) within a period of three (3) years after the date of the Deferred Loan to wit: _____ (date), Owner shall repay to the City a sum equal to the full amount of the Deferred Loan as set forth above;
 - (b) within the fourth year after the date of the Deferred Loan, Owner shall repay to the City a sum to seventy-five percent (75%) of the amount of the Deferred Loan;
 - (c) within the fifth year after the date of the Deferred Loan, Owner shall repay to the City a sum equal to fifty percent (50%) of the amount of the Deferred Loan;
 - (d) within the sixth year after the date of the Deferred Loan, Owner shall repay to the City a sum equal to twenty-five percent (25%) of the amount of the Deferred Loan;
 - (e) within the seventh year after the date of the Deferred Loan, or at any time thereafter, Owner shall have no obligation to repay the Deferred Loan or any portion thereof.

Any such repayment shall be made to the City no later than the 30th day following such sale, transfer or other conveyance, or on such later date or dates as City, in its sole discretion, may designate.

2. As security for Owner's obligation of repayment, and subject to the terms and conditions of this Agreement, Owner hereby grants and City shall and hereby does have, a lien on the real estate hereinafter described as the full amount necessary to satisfy said repayment obligation and the cost including reasonable attorney's fees, of collecting the same. The real estate subject to said lien is situated in _____, Minnesota, and is legally described as:
3. Promptly after the date of any sale, transfer or other conveyance of the above-described real estate (or, in the event of a sale by contract or deed at least ten (10) days prior to such date of sale), Owner or his/her heirs, executors, or representatives, shall give the City notice thereof.
4. In the event Owner or his/her heirs, executors or representatives shall fail or refuse to make a required repayment within said limited period, the City may, with or without notice of Owner,

foreclose said lien in the same manner as an action for the foreclosure of mortgages upon said real estate, as by statute provided.

5. Said lien shall terminate and shall be of no further force or effect in the event the City has not, on or before _____ commenced an action in the aforesaid manner to foreclose the same.
6. This Agreement shall run with the aforesaid real estate and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors, and assigns.
7. The owner agrees to rent at least 51% of the units to low and moderate income households as defined for the county by the Department of Housing and Urban Development (HUD) with rent plus utility costs that do not exceed fair market rents for the county as defined by HUD.
8. Rents will not be increased on any current tenant household currently paying less than 30 percent of their gross, combined household on rent, plus utility costs to an amount that exceeds 30 percent of their gross, combined household income on rent, plus utility costs. Rents increases also cannot exceed the affordable rents that apply to the project. This provision will apply until this agreement expires.
9. Rents will not be increased on any current tenant household currently paying more than 30 percent of their gross, combined household on rent, plus utility costs. In these cases rent and utility costs do not have to be decreased. However, no increase can occur over the life of the assistance for such a household. This provision will apply until this agreement expires.
10. This Agreement cannot be assumed by another party.

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

Signature By: _____
Property Owner

Signature By: _____
Program Administrator

STATE OF MINNESOTA

()

COUNTY OF ()

On this _____ day of _____, 200__, before me, a Notary Public within and for said County,

_____ personally appeared to me known to be the person(s) described in and who executed the foregoing instrument and acknowledging that __he executed the same as _____ free act and deed.

Notary Public

Tax statements for the real property described in this instrument should be sent to the city of _____.

REHABILITATION PROGRAM INSTALLMENT LOAN NOTE

Note: Repayment Agreement terms and conditions will vary depending on community decisions.

Names(s): _____

Property Address: _____

Date: _____, 20____

FOR VALUE RECEIVED, the undersigned (hereinafter collectively referred to as "The Borrower") jointly and severally promises to pay to the order of the _____, a public body corporate of the State of Minnesota at its office, the sum of _____ Dollars (\$ _____), with interest on the unpaid principal amount until paid, computed from the day, which is thirty (30) days prior to the date for payment of the first installment hereof as set forth below, at the rate of _____ per annum.

Payment is to be made in ____ consecutive monthly installments of \$ _____ each, the first installment to be paid on _____ and subsequent installments on the same day of each month thereafter until the entire indebtedness evidenced hereby is fully paid, except that any remaining installments, if not sooner paid, shall be due and payable on the _____ day of _____, 20_____.

All payments received by the holder on account of this Note shall be applied first to accrued interest and the balance to reduction of principal.

In the event that any monthly installment due under this Note is not paid when due, or in the event that the Borrower shall be in default or in violation of any of the covenants, certifications, terms or conditions of the instrument securing the indebtedness evidenced hereby, then the entire principal amount outstanding hereunder and accrued interest, thereon shall at once become due and payable at the option of the Note holder, without notice or demand. Failure to exercise such option upon default shall not constitute a waiver of the right to exercise such option upon any subsequent default.

In the event of any default on the payment of this Note, and if suit is brought hereon, the Note holder shall be entitled to collect in such proceeding all reasonable costs and expenses of suit including but not limited to reasonable attorney's fees.

Borrower may prepay this Note in whole or in part at any time without penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

This Note is secured by a Mortgage of even date herewith on certain property described therein, and represents money actually used for improvement to said property.

Borrower(s): _____

<u>Annual Percentage Rate</u>	<u>Finance Charge</u>	<u>Amount Financed</u>	<u>Total of Payments</u>
The cost of your credit as rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have yearly paid after you have made all payments as scheduled.
_____	\$ _____	\$ _____	\$ _____

Your payment schedule will be:

<u>Number of Payments</u>	<u>Amount of Payments</u>	<u>When Payments are Due Monthly Starting</u>
_____	\$ _____	_____

Security: You are giving a security interest in the property to improve.

Prepayment: If you pay off early, you will not have to pay a penalty.

Assumption: Someone buying your house cannot assume the remainder of the mortgage on the original terms.

See your contract documents for any additional information about non-payment, default, any required prepayment in full before the scheduled date, and prepayment refunds and penalties.

Itemization of the Amount Financed of \$ _____
\$ _____ Amount Given to you directly.

The makers, guarantors, endorsers and any other parties to this Note hereby waive presentment, demand, protest and notice of dishonor and protest and hereby agree that an extension or extensions of the time of payment of this Note or any installment or part hereof may be made before, at or after maturity by agreement with any one or more of the parties hereto without notice to and without releasing the liability of any other party to this Note.

By executing this Note, the undersigned acknowledge receipt of a copy thereof

prior to execution. Borrower: _____

Borrower: _____

Guarantor(s): _____

CHECKLIST LOG

RENTER-OCCUPIED HOUSING REHABILITATION

Lead Paint Compliance Section											
Renter-Occupied Housing Rehab Project Checklist											
REFER TO THE SCDP LEAD CHECKLIST											
Labor Standards Compliance Section											
Renter-Occupied Housing Rehab Project Checklist											
(Applicable ONLY if the rental property has 8 or more units.)											
REFER TO THE SCDP LABOR STANDARDS CHECKLIST											

Application / Correspondence Section														
Renter-Occupied Housing Rehab Project Checklist														
Applicant						City								
<i>Date/Check</i>						<i>Staff Initial</i>								
Application and Privacy Notice														
Fair Housing Pamphlet and Renovate Right Brochure.....														
<table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 30px;">Y</td> <td style="width: 30px;">N</td> <td style="width: 30px;">N/A</td> </tr> </table> – Building Located in the Target Area?						Y	N	N/A						
Y	N	N/A												
• Include Target Area map, indicating location of property														
Tenant Survey														
Tenant Assistance Record														
Renters Occupying Property on Date of Owner's Application:														
Unit #1	Name(s)					Date of Occupancy								
Unit #2	Name(s)					Date of Occupancy								
Unit #3	Name(s)					Date of Occupancy								
Unit #4	Name(s)					Date of Occupancy								

Eligibility / Environmental Section

Renter-Occupied Housing Rehab Project Checklist

Applicant	City

Date/Check Staff Initial

REHAB ELIGIBILITY:

HUD Guideform – General Information Notice – Sent to Renter(s)

Unit #1	Unit #3	
Unit #2	Unit #4	

Documentation of Federal Objective – LMI Status of Renter(s)

	Name(s)	Renter(s) LMI?	Yes	No	
Unit #1					
Unit #2					
Unit #3					
Unit #4					

Are Monthly Rent Plus Utilities Complies with Fair Market Rents?

		Complies with F.M.R.	Yes	No	
Unit #1 – Number of Bedrooms:					
Unit #2 – Number of Bedrooms:					
Unit #3 – Number of Bedrooms:					
Unit #4 – Number of Bedrooms:					

	Renters' Income Eligibility Worksheet Complete	
	Does the Applicant Qualify for Rehab?	
	Approval letter to Owner	

Y	N	Are the "before" rehab renters the same as the "after" rehab renters? (If no, attach an explanation as to the cause of the move of the renter who was permanently relocated but not displaced during the project.)	
---	---	--	--

	Documentation of Increase or No Increase in Rents	
--	---	--

ENVIRONMENTAL REVIEW:

	Tiered Two Environmental Review?	
--	--	--

Property / Inspection Section											
Renter-Occupied Housing Rehab Project Checklist											
Applicant						City					
Date/Check						Staff Initial					
		Property Title Verification									
		Current Property Tax Statement									
		Declaration Page on Home Insurance									
		Check with County: Property Taxes Not Past Due									
		Check with City: City Utilities Not Past Due									
		Date of Inspection									
		Inspection Report & Cost Estimate.....									

Bidding / Contracts Section											
Renter-Occupied Housing Rehab Project Checklist											
Applicant						City					
Date/Check						Staff Initial					
		Work Write-Ups									
		Lead-Related Provisions Included in Bid Specs									
		Bid Due Dates.....									
		Bid Approval Date.....									
		Other Leveraged Financing Secured									
		Debarment and license checks on general contractor.....									
		Owner(s)/Contractors Contract.....									
		Notice of Non-Displacement Sent to Renter(s).....									
		Denials letters to Unsuccessful Bidders									
		Send Proceed to Work Notice to Successful Bidders									

Finance / Payments / Change Orders Section

Renter-Occupied Housing Rehab Project Checklist

Applicant	City

Date/Check			Staff Initial
		Other Leveraged Funds Deposited in Escrow	_____
		Prepare Loan Documents	_____
		Prepare Amortization Schedule, If Any	_____
		Notice of Right to Cancel.....	_____
		Loan Documents to Courthouse for Recording	_____
Y	N	– Are There Any Change Orders?	_____
		Partial Payment to Contractor (Name)	_____
	☐	– Proof of Owner/Escrowed Money Paid Out	_____
	☐	– Lien Waiver Received from Contractor	_____
		Partial Payment to Contractor (Name)	_____
	☐	– Proof of Owner/Escrowed Money Paid Out	_____
	☐	– Lien Waiver Received from Contractor	_____
		Partial Payment to Contractor (Name)	_____
	☐	– Proof of Owner/Escrowed Money Paid Out	_____
	☐	– Lien Waiver Received from Contractor	_____
		FINAL Payment to Contractor (Name)	_____
		Prepare Amended Loan Documents if applicable.....	_____
Post-Completion			
		Subordination Requests, If Any	_____
		Satisfaction of Deferred Loan / Mortgage	_____

NOTICE TO PROCEED

I, the undersigned, hereby authorize the contractor to proceed with work on the property known as _____ within _____ days of the execution of this document. The property will be available to the contractor to perform the work stated in the Contractor/Owner Contract between _____ a.m. and _____ p.m., Monday through Friday, unless otherwise specified by the owner. If the contractor does not begin work within the specified time, the owner may upon proper notification, consider the property improvement contract to be in default.

☐ I elect to withhold authorization to proceed until a later date at which time a separate Notice to Proceed will be issued.

Signature of Property Owner: _____ Date: _____

Signature of Agency Staff: _____ Date: _____

BID SUMMARY

Property owner: _____

Project Number: _____

Address: _____

Bidders:	Unsuccessful Bid Amount:	Successful Bid Amount:
----------	--------------------------	------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contract Awarded to:	Total Project Cost:	Funding Source Amount:
1. _____	\$ _____	SCDP: \$ _____
2. _____		Other: \$ _____
3. _____		

NOTICE OF RIGHT OF RESCISSION

Customer(s) Name: _____

SCDP Project Number: _____

Address _____

Your Right to Cancel

You are entering into a transaction that will result in a lien on your home. You have a legal right under Minnesota State law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is _____; or
2. The date you received your Truth in Lending disclosures; or
3. The date you received this notice of your Right to Cancel.

If you cancel this transaction, the lien is also canceled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the lien on your home has been canceled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

How To Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing, at:\

(Creditor's Name and Business Address)

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of _____ *(date)*, (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I/We Wish To Cancel:

Consumer's Signature: _____ Date: _____

Consumer's Signature: _____ Date: _____

RESOLUTION 26-

Introduced by Councilor

RESOLUTION AUTHORIZING BROADWAY RIDGE GRANT AGREEMENT FOR 224 E CLARK
STREET

WHEREAS, the Broadway Ridge Renewal Grant Fund provides financial assistance to owners of historic, commercial property interested in making façade improvements; and

WHEREAS, Dan Dorman, on behalf of Junior Dorman and Wanda Dorman Irrevocable Trusts, has applied for matching grant funds and the plan has been reviewed by the City's Building Official for the work at 224 Clark Street East; and

WHEREAS, the City has authorized a grant of up to Twenty Thousand Nine Hundred Forty and no/100 Dollars (\$20,940.00) to be awarded for tuckpointing and building repair, which will provide a matching grant of Ten Thousand Four Hundred Seventy and no/100's (\$10,470.00).

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

Sec. 1. That the Mayor and City Manager are hereby authorized to enter into an Agreement with Dan Dorman to facilitate the terms of the Broadway Ridge Grant for the property located at 224 Clark Street East, Albert Lea, Minnesota.

Sec. 2. The City is authorized to enter into other related Agreements and documents for this transaction.

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 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

BROADWAY RIDGE GRANT
224 Clark Street East, Albert Lea, MN 56007

THIS AGREEMENT, made and entered into as of September ____, 2026, by and between Junior A. Dorman and Wanda F. Dorman, as Trustees of the Junior A. Dorman and Wanda F. Dorman Irrevocable Trust Agreement dated July 18, 2012, and Dan Dorman (“Applicant”), together with its successors and assigns (known collectively as the “Borrower”), and the City of Albert Lea, a Municipal Corporation under the laws of the State of Minnesota, together with its successor and assigns (the “Lender”);

WHEREAS, Lender has a matching 50/50 grant of up to Fifty Thousand and no/100 Dollars (\$50,000.00) for façade improvements to properties within the downtown commercial historic district; and

WHEREAS, Borrower owns the building located at 224 Clark Street East and has applied to Lender for a matching grant. The grant is for of up to Twenty Thousand Nine Hundred Forty and no/100 Dollars (\$20,940.00) to be awarded to provide for improvements and restoration of certain areas of the building.

WHEREAS, this consists of tuckpointing and building wall repair. Borrower seeks up to Ten Thousand Four Hundred Seventy and no/100 Dollars (\$10,470.00) matching funds for work completed.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. GRANT; ADVANCES OF GRANT PROCEEDS

Section 1.1 – General.

Lender agrees to award to Borrower the proceeds of the Grant. The Grant shall be advanced in stages by Lender only for work satisfactorily completed or materials actually incorporated or stored and to be incorporated into the Project within thirty (30) days. Lender is not obligated to make an advance payment until Lender’s representative is satisfied that the work has been completed in accordance with the approved plan.

When Borrower seeks an Advance, it shall submit a Draw Request in a form approved by Lender to Lender at least fourteen (14) days prior to the date on which the Advance is to be made. If Lender believes inadequate documentation is shown, payment shall not be made.

Section 1.2 – Project Phasing.

Projects may be completed in two or more phases, subject to the development of a total project plan for each phase, in which case the grant funds will pay for that part of the work that is completed and the grant will be aggregated into the single grant. Aggregated projects may not exceed five years from the start date of the first phase of the project to the date of completion of the final phase funded by the grant hereunder, and are subject to the maximum grant amount.

Section 1.3 – Conditions Precedent to Advances.

Each of the following shall be a condition precedent to each Advance under this Agreement:

- A. Borrower will present Lender with design and/or improvement plans illustrating the proposed work. The design and/or improvement plans must remedy exterior code violations as part of the project.
- B. Lender shall have received a Draw Request which complies with the requirements set forth in this Agreement and in the Disbursing Agreement.
- C. Borrower is required to pay contractors in full. Lender will reimburse Borrower paid contractor invoices up to 50% of the invoice. Borrower shall show the source of funds for full payment of the contractor.
- D. All work or materials for which an Advance is required shall be in place and incorporated into the improvements or if stored prior to use, shall be accounted for on the Premises.
- E. Lender, or Lender's Agent shall have access to the Project at all reasonable times prior to an Advance. Such access shall include the right to enter the Project and to conduct such inspections thereof as they shall deem necessary or desirable for the protection of the Lender's interests. Improvements will be inspected by the City Building Official for approval of the completed work.

II. REPRESENTATIONS AND WARRANTIES OF BORROWER

Borrower represents and warrants to Lender as of the date of this Agreement and as of the date of each Advance hereunder and under the Grant that:

Section 2.1 – Funds Sufficient to Pay Costs of Project.

Borrower has undertaken reasonable efforts to determine the overall costs of the Project, and Borrower understands that Lender's participation in this Agreement is based upon the estimated costs currently determined. As such, Borrower has a good faith belief that the proceeds of the Grant, together with any other funds to be contributed to the Project by the Borrower or otherwise in accordance with this Agreement, will be sufficient to pay the costs of the Project in a

manner suitable for its use, and all costs and expenses incidental thereto. The proceeds will be used only for the purposes contemplated hereby. Should the actual costs of the Project be higher than currently estimated, Borrower understands that Lender is not committed to advancing any funds in excess of Lender's commitment under this Agreement and the Grant Documents and any such excess costs are Borrower's sole responsibility.

III. COVENANTS OF BORROWER

Section 3.1 – Providing Financial Information.

Borrower shall cause to be delivered to Lender, in accurate form and substance, without omissions or misrepresentations therein and all in form and content reasonably satisfactory to Lender:

- A. Project progress reports and Project cost summaries upon Lender's reasonable request; and
- B. Such other information respecting the Project.

IV. DEFAULTS

Section 4.1 – Events of Default.

Any of the following events shall constitute an Event of Default under this Agreement:

- A. Borrower shall default in the due performance or observance of any covenant set forth herein.
- C. Work on the Project shall be substantially abandoned, or shall, by reason of Borrower's fault, be unreasonably delayed or discontinued for any reason whatsoever to the extent that completion of the Project cannot, in the reasonable judgment of Lender, be accomplished.
- D. Borrower shall file bankruptcy.
- E. Borrower shall liquidate, wind up, dissolve, merge, terminate or suspend its operations, or sell all or substantially all of its assets, without the prior written consent of Lender.

Section 4.2 – Rights and Remedies.

Upon the occurrence of any Event of Default, unless such Event of Default is subsequently waived in writing by Lender, Lender shall be entitled, at the option of Lender, to exercise any or all of the following rights and remedies, consecutively or simultaneously, and in any order.

- A. Lender may make one (1) or more further Advances of Grant proceeds, without liability to make any subsequent Advances thereof.
- B. Lender may suspend its obligation to make Advances under this Agreement, without notice to Borrower.
- C. Lender may terminate its obligation to make Advances under this Agreement, and may declare Advances made under this Agreement to be immediately due and payable together with accrued and unpaid interest on such Advances, and any other sums due hereunder or under the Grant or any of the other Grant Documents, without notice to or demand on Borrower.

V. MISCELLANEOUS

Section 5.1 – Governing Law; Waiver of Jury Trial.

This Agreement, the rights of the parties hereunder and the interpretation hereof shall be governed by, and construed in accordance with, the laws of the State of Minnesota, in all respects. BORROWER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION RELATING TO THE GRANT AND/OR THE GRANT DOCUMENTS.

Section 5.2 – Counterparts.

This Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement.

Section 5.3 – Notices.

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.

If to Borrower:	Junior A. Dorman and Wanda F. Dorman Irrevocable Trust 19263 767 th Avenue Albert Lea, MN 56007
-----------------	--

If to Applicant:	Dan Dorman 19263 767 th Avenue Albert Lea, MN 56007
------------------	--

If to Lender:	City of Albert Lea
---------------	--------------------

Attn: City Manager
221 East Clark Street
Albert Lea, MN 56007

Section 5.4 – Lender Responsibilities.

Lender assumes no liability or responsibility for the sufficiency of the Grant proceeds to complete the Project, for protection of the Project, for the satisfactory completion of the Project, for inspection during construction, for the adequacy or accuracy of the Draw Request, for any representations made by Borrower, or for any acts on the part of Borrower or its contractors to be performed in the construction of the Project.

Section 5.5 – Time of the Essence.

Time is of the essence hereof with respect to the dates, terms and conditions of this Agreement.

Section 5.6 – Entire Agreement; No Oral Modifications.

This Agreement supersedes all prior written or oral understandings and agreements with respect hereto including but not limited to that certain commitment letter, if any, between Borrower and Lender relating to the Project. No modification or waiver of any provision of this Agreement shall be effective unless set forth in writing and signed by the parties hereto.

Section 5.7 – Indemnification.

Borrower agrees that it will indemnify, defend, and hold harmless the Lender, its officers, employees, contractors, and agents, from and against any and all claims or causes of action arising or purportedly arising out of the actions of the Borrower in connection with the construction, installation, ownership, or operation of the Project, except for claims or causes of action arising or purportedly arising from the negligent acts or omissions of Lender's officers, employees, contractors, or agents.

Section 5.8 – Cooperation.

Borrower agrees that it will reasonably cooperate with Lender with respect to any litigation commenced by third-parties in connection with this agreement.

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

BORROWER/APPLICANT

Junior A. Dorman and Wanda F. Dorman
Irrevocable Trust

By: _____
Junior A Dorman, Trustee

By: _____
Wanda F. Dorman, Trustee

Dan Dorman, Applicant

LENDER

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 September, 2026, before me, a Notary Public within and for said County and State, personally appeared Junior A. Dorman and Wanda F. Dorman, Trustees of the Junior A. Dorman and Wanda F. Dorman Irrevocable Trust.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF FREEBORN)

On this _____ day of September, 2026, before me, a Notary Public within and for said County and State, personally appeared Dan Dorman.

Notary Public

[illegible]

On this ____ day of September, 2026, before me, a Notary Public within and for said County and State, personally appeared Patrick Ian Rigg, the City Manager, of the City of Albert Lea.

Notary Public

[illegible]

On this ____ day of September 6, 2026, before me, a Notary Public within and for said County and State, personally appeared Rich Murray, the Mayor, of the City of Albert Lea.

Notary Public

Prepared by:
Joel M. Holstad #402970
Albert Lea City Attorney
2020 County Road F East
White Bear Lake, MN 55110
(651) 274-8989
holstad2000@yahoo.com

RESOLUTION 26-

Introduced by Councilor

RESOLUTION AUTHORIZING AN AMENDMENT TO THE BROADWAY RIDGE GRANT FOR 127
SOUTH BROADWAY

WHEREAS, the Broadway Ridge Grant Fund provides financial assistance to owners of historic commercial property interested in making façade improvements; and

WHEREAS, CCH Rental Services LLC (“Borrower”) previously applied to Lender for a matching grant, dated October 16, 2024, for the building located at 127 Broadway Avenue South. The grant was for Sixteen Thousand Two Hundred Ten and 62/100 Dollars (\$16,210.62) to be awarded to provide for removing and replacing new store front windows and door and new windows on upper front and back of building completed in September of 2024; and

WHEREAS, Borrower had an additional Thirty-Three Thousand Seven Hundred Eighty-Nine and 38/100 Dollars (\$33,789.38) in matching funds available to reach the maximum grant amount of Fifty Thousand and no/100 Dollars (\$50,000.00); and

WHEREAS, Borrower applied for an additional matching grant funds in the amount of Thirty-Three Thousand Seven Hundred Eighty-Nine and 38/100's Dollars (\$33,789.38) for tuckpointing improvements.

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

Sec. 1. That the Mayor and City Manager are hereby authorized to enter into an agreement with CCH Rental Services LLC to facilitate the terms of the Amendment to the Broadway Ridge Grant dated October 16, 2024 for the property located at 127 Broadway Avenue South, Albert Lea, Minnesota.

Sec. 2. The City is authorized to enter into other related Agreements and documents for this transaction.

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;

Introduced, and passed this 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

**AMENDMENT TO BROADWAY RIDGE GRANT DATED OCTOBER 16, 2024 FOR
127 S BROADWAY, ALBERT LEA MN, 56007**

THIS AGREEMENT, made and entered into as of September _____, 2026, by and between CCH Rental Services LLC, a Limited Liability Company under the laws of the State of Minnesota, together with its successors and assigns (known collectively as the “Borrower”), and the City of Albert Lea, a Municipal Corporation under the laws of the State of Minnesota, together with its successor and assigns (the “Lender”);

WHEREAS, the Borrower owns the building located at 127 Broadway Avenue South; and

WHEREAS, Lender has a matching 50/50 grant of up to Fifty Thousand and no/100 Dollars (\$50,000.00) for improvements to the façades of buildings located within the downtown commercial historic district; and

WHEREAS, Borrower previously applied to Lender for a matching grant. The grant was for Thirty-Two Thousand Four Hundred Twenty-One and 23/100 Dollars (\$32,421.23) to be awarded to provide for removing and replacing new store front windows and door and new windows on upper front and back of building. Borrower received Sixteen Thousand Two Hundred Ten and 62/100 Dollars (\$16,210.62) in matching funds for work completed in September of 2024; and

WHEREAS, Projects may be completed in two or more phases, subject to the development of a total project plan for each phase, in which case the grant funds will pay for that part of the work that is completed and the grant will be aggregated into the single grant up to the maximum grant amount. Borrower has an additional Thirty-Three Thousand Seven Hundred Eighty-Nine and 38/100 Dollars (\$33,789.38) in matching funds available to reach the maximum grant amount of Fifty Thousand and no/100 Dollars (\$50,000.00); and

WHEREAS, Borrower has applied to Lender for an additional matching grant. The grant is for of up to Thirty-Three Thousand Seven Hundred Eighty-Nine and 34/100 Dollars (\$33,789.34) to be awarded to provide for improvements and restoration of certain areas of the building; and

WHEREAS, the grant is awarded to provide for tuckpointing the building. Borrower seeks up to Thirty-Three Thousand Seven Hundred Eighty-Nine and 38/100 Dollars (\$33,789.38) in matching funds for work completed; and

WHEREAS, the parties have agreed that it is reasonable to amend certain terms of the Grant based upon the request for an additional Thirty-Three Thousand Seven Hundred Eighty-Nine and 38/100 Dollars (\$33,789.38) in matching funds. All other terms of the original Grant shall continue, except as modified herein.

NOW, THEREFORE, it is agreed that the October 16, 2024 Grant, a copy of which is attached hereto, shall be amended as noted above to the preamble to the Grant.

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

BORROWER

CCH Rental Services LLC

By: _____
Crystal Hoiseth
Its Owner

LENDER

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 September, 2026, before me, a Notary Public within and for said County and State, personally appeared Crystal Hoiseth, the Owner, of CCH Rental Services LLC.

Notary Public

STATE OF MINNESOTA)

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 \$1,366,535.15 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 28th day of September, 2026

Mayor Rich Murray

Filed and attested this 29th day of September, 2026

Secretary of the Council

Claims Over \$25,000

City of Albert Lea Council Meeting 09/28/2026

- **\$26,176.49 – H & M Underground Solutions**
Pay Estimate 11 – Lead Service Line Replacement Project
- **\$28,415.00 – L & S Electric Inc**
3 year Electrical Maintenance, Annual Oil Sampling & IR Scans
- **\$30,897.99 – HomeServe USA Corp**
Water/Sewer Protection Plan Services (August)
- **\$33,789.38 – Crystal Claussen Hoiseth (CCH Rentals)**
127 Broadway Ave S – Broadway Ridge Grant
- **\$41,920.51 – Deere & Company**
2026 John Deere 1585 Mower/Blower with Cab (Price with Trade In)
- **\$54,007.45 – Solar Connection**
Solar – Fire Station
- **\$62,404.50 – Bolton & Menk Inc**
Valley Avenue & SE Marshall Reconstruction (Engineering)
- **\$69,972.00 – Solar Connection**
Solar – City Garage
- **\$156,517.43 – Municipal Pipe Tool Co, LLC**
Pay Estimate 2 – CIPP Sliplining Project
- **\$186,573.98 – Ulland Brothers**
Pay Estimate 5 – Neighborhood Improvement Project



Accounts Payable

Checks for Approval

User: nthoms
Printed: 9/24/2026 - 10:03 AM



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	09/18/2026	101 General	State Withholding Payable	Minnesota Department of Revenue		19,691.53
0	09/18/2026	101 General	Deferred Compensation Payable	MN State Retirement - Empower		1,306.21
0	09/18/2026	101 General	Other Payroll Deduct Payable	WEX Health Inc		11,965.96
0	09/18/2026	101 General	Accrued PERA Payable	PERA		40,921.67
0	09/18/2026	101 General	Deferred Compensation Payable	MN State Retirement - Empower		200.00
0	09/18/2026	101 General	Accrued PERA Payable	PERA		55,149.80
0	09/18/2026	101 General	Deferred Compensation Payable	Mission Square Plan Services		2,944.00
0	09/18/2026	101 General	Accrued FICA Payable	Internal Revenue Service		16,681.09
0	09/18/2026	101 General	Other Payroll Deduct Payable	Minnesota Department of Human Services		1,330.84
0	09/18/2026	101 General	Federal Withholding Payable	Internal Revenue Service		41,000.27
0	09/18/2026	101 General	Deferred Compensation Payable	Mission Square Plan Services		981.44
0	09/18/2026	101 General	Deferred Compensation Payable	Mission Square Plan Services		4,497.06
0	09/18/2026	101 General	Deferred Compensation Payable	MN State Retirement - Empower		50.00
0	09/18/2026	101 General	Accrued Medicare Payable	Internal Revenue Service		6,591.56
0	09/18/2026	101 General	Accrued FICA Payable	Internal Revenue Service		16,681.09
0	09/18/2026	101 General	Accrued Medicare Payable	Internal Revenue Service		6,591.56
0	09/18/2026	101 General	Deferred Compensation Payable	Mission Square Plan Services		1,135.46
0	09/18/2026	101 General	Vision Care Payable	Fidelity Security Life		360.78
0	09/18/2026	101 General	Other Payroll Deduct Payable	AFLAC Group Insurance		367.52
0	09/18/2026	101 General	Dental Insurance Payable	MetLife		33.17
0	09/18/2026	101 General	Other Payroll Deduct Payable	Sun Life Financial		1,555.97
0	09/18/2026	101 General	Long-term Disability Payable	Sun Life Financial		1,223.69
0	09/18/2026	101 General	Life Insurance Payable	Sun Life Financial		1.72
0	09/18/2026	101 General	Deferred Compensation Payable	Nationwide Retirement Solutions		1,743.53
0	09/18/2026	101 General	Union Dues Payable	Minnesota Public Employees Association		1,215.00
0	09/18/2026	101 General	Other Payroll Deduct Payable	AFLAC Group Insurance		539.34
0	09/18/2026	101 General	Dental Insurance Payable	MetLife		1,851.91
0	09/18/2026	101 General	Vision Care Payable	Fidelity Security Life		360.78
0	09/18/2026	101 General	Other Payroll Deduct Payable	Sun Life Financial		1,555.97
0	09/18/2026	101 General	Other Payroll Deduct Payable	AFLAC Group Insurance		367.52
0	09/18/2026	101 General	Other Payroll Deduct Payable	AFLAC Group Insurance		539.34
0	09/18/2026	101 General	Vision Care Payable	Fidelity Security Life		8.08
0	09/18/2026	101 General	Dental Insurance Payable	MetLife		1,851.91
0	09/18/2026	101 General	Life Insurance Payable	Sun Life Financial		249.40

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	09/18/2026	101 General	Deferred Compensation Payable	Nationwide Retirement Solutions		85.35
0	09/18/2026	101 General	Union Dues Payable	MNPEA		75.00
0	09/18/2026	101 General	Union Dues Payable	Minnesota Public Employees Association		648.00
0	09/18/2026	101 General	Deferred Compensation Payable	Nationwide Retirement Solutions		249.28
0	09/18/2026	101 General	Deferred Compensation Payable	Nationwide Retirement Solutions		110.76
0	09/18/2026	101 General	Vision Care Payable	Fidelity Security Life		8.08
0	09/18/2026	101 General	Union Dues Payable	IAFF Local 1041		1,089.30
0	09/18/2026	101 General	Life Insurance Payable	Sun Life Financial		1.72
0	09/28/2026	101 General	Expert & Professional Services	WEX Health Inc		357.50
0	09/28/2026	101 General	Motor Fuels	Minnesota Department of Revenue		24.52
0	09/28/2026	101 General	Motor Fuels	Minnesota Department of Revenue		294.29
0	09/28/2026	101 General	Credit Card & Bank Fees	Global Payments, Inc		1,352.41
0	09/28/2026	603 Solid Waste	Refuse Fee	Minnesota Department of Revenue		482.00
0	09/28/2026	603 Solid Waste	Sales Tax Payable	Minnesota Department of Revenue		1,362.00
0	09/28/2026	101 General	Sales Tax Payable	Minnesota Department of Revenue		7,537.00
0	09/28/2026	602 Sewer	Motor Fuels	Minnesota Department of Revenue		93.25
0	09/28/2026	101 General	Advertising - Employment	Dylan Hanson		543.49
0	09/28/2026	601 Water	Statement Printing/Postage	Publiq, LLC		3,259.19
0	09/28/2026	101 General	Legal Fees - Contracted	Lakes National Law LLP		2,500.00
0	09/28/2026	496 2026 Projects	Cash and Investments	Ulland Brothers, Inc.		201,499.90
0	09/28/2026	496 2026 Projects	Cash and Investments	Ulland Brothers, Inc.		-18,329.49
0	09/28/2026	496 2026 Projects	City Engineering Charge	Ulland Brothers, Inc.		1,357.74
0	09/28/2026	232 Housing Program Fund	New Home Construction	GFY Custom Crafts LLC		8,557.93
0	09/28/2026	101 General	Special Programs	Annicc Sevett		9.88
0	09/28/2026	101 General	Engineering Fees	Ulland Brothers, Inc.		-14,925.92
0	09/28/2026	101 General	Advertising - Employment	Dylan Hanson		22.64
0	09/28/2026	101 General	Legal Fees - Contracted	Lakes National Law LLP		7,500.00
0	09/28/2026	602 Sewer	Expert & Professional Services	Minnesota Valley Testing Laboratories		78.00
0	09/28/2026	101 General	Training/ Instruction Supplies	Fastenal Company		30.10
0	09/28/2026	101 General	Safety Equipment	Fastenal Company		36.37
0	09/28/2026	496 2026 Projects	City Engineering Charge	Ulland Brothers, Inc.		14,925.92
0	09/28/2026	601 Water	Street Maintenance Materials	Ulland Brothers, Inc.		1,284.80
0	09/28/2026	496 2026 Projects	Cash and Investments	Ulland Brothers, Inc.		-201,499.90
0	09/28/2026	602 Sewer	Safety Equipment	Daniel Adams		255.00
0	09/28/2026	496 2026 Projects	Improvements Other Than Bldgs	Ulland Brothers, Inc.		16,971.75
0	09/28/2026	101 General	Advertising - Employment	Dylan Hanson		136.39
0	09/28/2026	101 General	Safety Equipment	Zach Godtland		186.96
0	09/28/2026	232 Housing Program Fund	New Home Construction	GFY Custom Crafts LLC		3,253.00
0	09/28/2026	601 Water	Expert & Professional Services	Platinum Plumbing Solutions LLC		13,408.49
0	09/28/2026	496 2026 Projects	Cash and Investments	Ulland Brothers, Inc.		18,329.49
0	09/28/2026	232 Housing Program Fund	New Home Construction	GFY Custom Crafts LLC		450.00
0	09/28/2026	602 Sewer	Statement Printing/Postage	Publiq, LLC		3,259.18
0	09/28/2026	496 2026 Projects	Improvements Other Than Bldgs	Ulland Brothers, Inc.		186,573.98
0	09/28/2026	101 General	Engineering Fees	Ulland Brothers, Inc.		-1,357.74

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	09/28/2026	101 General	Vehicle/Equipment Parts	Fastenal Company		3.62
0	09/28/2026	101 General	Advertising - Employment	Dylan Hanson		319.20
0	09/28/2026	101 General	Humane Society Mgmt/Costs	Humane Society of Freeborn County		1,000.00
0	09/28/2026	232 Housing Program Fund	New Home Construction	GFY Custom Crafts LLC		6,900.00
0	09/28/2026	602 Sewer	Expert & Professional Services	Minnesota Valley Testing Laboratories		454.25
0	09/28/2026	602 Sewer	Supplies	Fastenal Company		1.42
0	09/28/2026	101 General	Legal Fees - Contracted	Lakes National Law LLP		7,500.00
0	09/28/2026	232 Housing Program Fund	New Home Construction	GFY Custom Crafts LLC		15,800.00
0	09/28/2026	401 Capital Project Revolving Fund	Machinery & Equipment	Fastenal Company		324.80
0	09/28/2026	232 Housing Program Fund	New Home Construction	GFY Custom Crafts LLC		8,152.85
0	09/28/2026	101 General	Legal Fees - Contracted	Lakes National Law LLP		2,500.00
	09/18/2026	101 General	Other Payroll Deduct Payable	LegalShield		408.72
	09/18/2026	101 General	Other Payroll Deduct Payable	LegalShield		408.72
	09/18/2026	101 General	Life Insurance Payable	NCPERS Minnesota Group Life Ins		272.00
	09/18/2026	101 General	Life Insurance Payable	NCPERS Minnesota Group Life Ins		272.00
	09/17/2026	602 Sewer	Telephone & Internet	AT&T Mobility II LLC		16.32
	09/17/2026	101 General	Rents & Leases	Driessen Water Inc		65.57
	09/17/2026	101 General	Expert & Professional Services	Driessen Water Inc		184.80
	09/17/2026	602 Sewer	Rents & Leases	Driessen Water Inc		161.82
	09/17/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		2,780.72
	09/17/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		1,235.72
	09/17/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		7,756.51
	09/17/2026	602 Sewer	Electric Utilities	Freeborn Mower Electric Cooperative		3,791.99
	09/17/2026	602 Sewer	Gas Utilities	Minnesota Energy Resources		47.91
	09/17/2026	101 General	Expert & Professional Services	MN Bureau of Criminal Apprehension		32.00
	09/17/2026	101 General	Expert & Professional Services	Shirley Paradis		42.50
	09/17/2026	101 General	Refuse Disposal	Waste Management of Minnesota Inc		413.03
	09/17/2026	602 Sewer	Refuse Disposal	Waste Management of Minnesota Inc		453.04
	09/28/2026	101 General	Periodicals & Magazines	Advantage Archives, LLC		1,740.00
	09/28/2026	101 General	Management Services	Albert Lea Community Theater, Inc.		1,000.00
	09/28/2026	602 Sewer	Supplies	Albert Lea Electric		548.94
	09/28/2026	101 General	Supplies	Albert Lea Electric		26.87
	09/28/2026	602 Sewer	Supplies	Albert Lea Electric		51.63
	09/28/2026	101 General	Expert & Professional Services	Albert Lea Electric		133.24
	09/28/2026	602 Sewer	Supplies	Albert Lea Electric		4.35
	09/28/2026	101 General	Building Maintenance	Albert Lea Electric		2,030.00
	09/28/2026	101 General	Management Services	Albert Lea Family YMCA		4,175.00
	09/28/2026	101 General	Periodicals & Magazines	Albert Lea Newspapers Inc		120.00
	09/28/2026	422 District 5-13 - Larson Mfg	Expert & Professional Services	Albert Lea Newspapers, Inc		78.26
	09/28/2026	438 District 5-29 Ulland	Expert & Professional Services	Albert Lea Newspapers, Inc		78.26
	09/28/2026	434 District 5-25 Zumbro	Expert & Professional Services	Albert Lea Newspapers, Inc		78.26
	09/28/2026	439 District 5-30 - 201 211 Bdwy	Expert & Professional Services	Albert Lea Newspapers, Inc		78.26
	09/28/2026	437 District 5-28 Vortex Cold Stor	Expert & Professional Services	Albert Lea Newspapers, Inc		78.26
	09/28/2026	436 District 5-27 Marketplace	Expert & Professional Services	Albert Lea Newspapers, Inc		78.26

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
	09/28/2026	431 District 5-24 St John's Housin	Expert & Professional Services	Albert Lea Newspapers, Inc		78.26
	09/28/2026	435 District 5-26 Unique Opport	Expert & Professional Services	Albert Lea Newspapers, Inc		78.26
	09/28/2026	423 District 5-15 - Broadway Ridge	Expert & Professional Services	Albert Lea Newspapers, Inc		78.26
	09/28/2026	101 General	Chemicals & Chemical Products	Albert Lea Seed House		5,334.59
	09/28/2026	101 General	Supplies	Albert Lea Seed House		130.00
	09/28/2026	101 General	Fire Prevention	Alert-All Corp		4,863.30
	09/28/2026	101 General	Periodicals & Magazines	Allrecipes Magazine		14.00
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		39.78
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		257.97
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		23.54
	09/28/2026	101 General	Furniture, Equipment & Tools	Amazon Capital Services Inc		476.74
	09/28/2026	101 General	Books	Amazon Capital Services Inc		43.70
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		26.98
	09/28/2026	101 General	Audio Visual	Amazon Capital Services Inc		319.96
	09/28/2026	101 General	Furniture, Equipment & Tools	Amazon Capital Services Inc		1,089.00
	09/28/2026	101 General	Furniture, Equipment & Tools	Amazon Capital Services Inc		251.44
	09/28/2026	101 General	Furniture, Equipment & Tools	Amazon Capital Services Inc		28.00
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		132.37
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		891.13
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		359.76
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		69.30
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		17.59
	09/28/2026	101 General	Books	Amazon Capital Services Inc		17.05
	09/28/2026	101 General	Audio Visual	Amazon Capital Services Inc		19.95
	09/28/2026	101 General	Books	Amazon Capital Services Inc		49.09
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		72.97
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		25.99
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		75.97
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		39.97
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		82.78
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		52.22
	09/28/2026	101 General	Special Programs	Amazon Capital Services Inc		249.99
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		29.92
	09/28/2026	101 General	Safety Equipment	Amazon Capital Services Inc		122.21
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		19.89
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		69.90
	09/28/2026	101 General	Books	Amazon Capital Services Inc		42.99
	09/28/2026	101 General	Furniture, Equipment & Tools	Amazon Capital Services Inc		3,354.65
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		16.98
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		88.96
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		42.30
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		60.97
	09/28/2026	101 General	Supplies	Amazon Capital Services Inc		45.98
	09/28/2026	101 General	Supplies	American AED LLC		331.20

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
	09/28/2026	101 General	Building Maintenance	APH Stores, Inc.		203.76
	09/28/2026	101 General	Supplies	APH Stores, Inc.		3.56
	09/28/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		47.92
	09/28/2026	602 Sewer	Vehicle/Equipment Parts	APH Stores, Inc.		16.99
	09/28/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		23.97
	09/28/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		65.29
	09/28/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		13.90
	09/28/2026	101 General	Supplies	APH Stores, Inc.		27.23
	09/28/2026	101 General	Supplies	APH Stores, Inc.		3.56
	09/28/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		303.28
	09/28/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		6.95
	09/28/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		36.90
	09/28/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		149.99
	09/28/2026	101 General	Lubricants & Additives	APH Stores, Inc.		20.48
	09/28/2026	101 General	Furniture, Equipment & Tools	APH Stores, Inc.		18.99
	09/28/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		7.04
	09/28/2026	602 Sewer	Lubricants & Additives	APH Stores, Inc.		74.90
	09/28/2026	602 Sewer	Vehicle/Equipment Parts	APH Stores, Inc.		37.98
	09/28/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		73.92
	09/28/2026	601 Water	Lubricants & Additives	APH Stores, Inc.		20.98
	09/28/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		8.80
	09/28/2026	101 General	Supplies	APH Stores, Inc.		27.23
	09/28/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		23.97
	09/28/2026	101 General	Vehicle/Equipment Parts	APH Stores, Inc.		235.70
	09/28/2026	101 General	Vehicle/Equipment Parts	Arnold's of Alden, Inc		152.65
	09/28/2026	101 General	Uniforms	Aspen Mills Incorporated		143.44
	09/28/2026	101 General	Uniforms	Aspen Mills Incorporated		63.85
	09/28/2026	101 General	Telephone & Internet	AT&T		60.67
	09/28/2026	101 General	Legal Services	Barna, Guzy & Steffen, Ltd		67.50
	09/28/2026	496 2026 Projects	Cash and Investments	Bolton & Menk Inc		-62,404.50
	09/28/2026	496 2026 Projects	Engineering Services	Bolton & Menk Inc		62,404.50
	09/28/2026	496 2026 Projects	Cash and Investments	Bolton & Menk Inc		62,404.50
	09/28/2026	602 Sewer	Supplies	Bomgaars Supply Inc		106.93
	09/28/2026	101 General	Vehicle/Equipment Parts	Bomgaars Supply Inc		5.60
	09/28/2026	101 General	Supplies	Bomgaars Supply Inc		95.90
	09/28/2026	602 Sewer	Supplies	Bomgaars Supply Inc		6.99
	09/28/2026	101 General	Furniture, Equipment & Tools	Bomgaars Supply Inc		184.98
	09/28/2026	101 General	Supplies	Bomgaars Supply Inc		95.96
	09/28/2026	101 General	Furniture, Equipment & Tools	Bomgaars Supply Inc		56.98
	09/28/2026	601 Water	Supplies	Bomgaars Supply Inc		178.49
	09/28/2026	101 General	Fire Prevention	Bomgaars Supply Inc		51.95
	09/28/2026	101 General	Supplies	Bomgaars Supply Inc		65.97
	09/28/2026	101 General	Supplies	Bomgaars Supply Inc		38.97
	09/28/2026	101 General	Supplies	Bound Tree Medical LLC		163.38

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
	09/28/2026	496 2026 Projects	Expert & Professional Services	Braun Intertec Corporation		9,075.20
	09/28/2026	496 2026 Projects	Cash and Investments	Braun Intertec Corporation		-9,075.20
	09/28/2026	496 2026 Projects	Cash and Investments	Braun Intertec Corporation		9,075.20
	09/28/2026	101 General	Safety Equipment	Al D. Brooks		229.50
	09/28/2026	101 General	Safety Equipment	Al D. Brooks		333.15
	09/28/2026	101 General	Building Maintenance	Cedar Valley Services, Inc		1,600.00
	09/28/2026	101 General	Building Maintenance	Cedar Valley Services, Inc		2,120.58
	09/28/2026	401 Capital Project Revolving Fund	Machinery & Equipment	Cemstone Products Company		908.50
	09/28/2026	101 General	Books	Cengage Learning, Inc		25.60
	09/28/2026	101 General	Books	Cengage Learning, Inc		142.40
	09/28/2026	101 General	Books	Cengage Learning, Inc		190.40
	09/28/2026	101 General	Books	Cengage Learning, Inc		25.82
	09/28/2026	101 General	Books	Center Point, Inc		99.48
	09/28/2026	602 Sewer	Expert & Professional Services	Central Iowa Televising LLC		5,366.32
	09/28/2026	602 Sewer	Expert & Professional Services	Central Iowa Televising LLC		11,752.00
	09/28/2026	602 Sewer	Laundry Services	Cintas Corporation		115.91
	09/28/2026	101 General	Laundry Services	Cintas Corporation		28.82
	09/28/2026	101 General	Laundry Services	Cintas Corporation		28.82
	09/28/2026	602 Sewer	Laundry Services	Cintas Corporation		115.91
	09/28/2026	101 General	Laundry Services	Cintas Corporation		28.18
	09/28/2026	602 Sewer	Laundry Services	Cintas Corporation		115.91
	09/28/2026	101 General	Laundry Services	Cintas Corporation		28.18
	09/28/2026	602 Sewer	Laundry Services	Cintas Corporation		115.91
	09/28/2026	101 General	Safety Equipment	Cintas First Aid and Safety		40.15
	09/28/2026	602 Sewer	Supplies	Cintas First Aid and Safety		8.03
	09/28/2026	227 Broadway Ridge/Main Corridor	Loans,Grants,Incentives	Crystal Claussen Hoiseth		33,789.38
	09/28/2026	602 Sewer	Expert & Professional Services	Coast to Coast Calibrations Inc		200.00
	09/28/2026	101 General	Supplies	CoLibri Systems North America, Inc		978.49
	09/28/2026	101 General	Periodicals & Magazines	Conde Nast Traveler		21.97
	09/28/2026	101 General	Rents & Leases	Coordinated Business Systems LTD		45.82
	09/28/2026	101 General	Rents & Leases	Coordinated Business Systems LTD		48.77
	09/28/2026	101 General	Rents & Leases	Coordinated Business Systems LTD		19.65
	09/28/2026	101 General	Rents & Leases	Coordinated Business Systems LTD		0.75
	09/28/2026	601 Water	Supplies	Core & Main LP		688.82
	09/28/2026	601 Water	Supplies	Core & Main LP		3,587.64
	09/28/2026	601 Water	Street Maintenance Materials	Croell, Inc.		1,420.25
	09/28/2026	101 General	Street Maintenance Materials	Croell, Inc.		1,504.88
	09/28/2026	101 General	Vehicle/Equipment Parts	Dave Syverson, Inc.		41.29
	09/28/2026	101 General	Vehicle/Equipment Parts	Dave Syverson, Inc.		141.83
	09/28/2026	701 CG - Vehicle & Equip Capital	Machinery & Equipment	Deere & Company		-16,644.39
	09/28/2026	701 CG - Vehicle & Equip Capital	Machinery & Equipment	Deere & Company		-13,924.00
	09/28/2026	701 CG - Vehicle & Equip Capital	Machinery & Equipment	Deere & Company		72,488.90
	09/28/2026	101 General	Supplies	Demco, Inc.		272.21
	09/28/2026	101 General	Supplies	Demco, Inc.		1,071.39

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
	09/28/2026	227 Broadway Ridge/Main Corridor	Loans,Grants,Incentives	Junior & Wanda Dorman J.R. Trust		10,470.00
	09/28/2026	101 General	Supplies	Driessen Water Inc		48.00
	09/28/2026	602 Sewer	Rents & Leases	Driessen Water Inc		92.05
	09/28/2026	101 General	Supplies	Driessen Water Inc		39.15
	09/28/2026	230 Economic Development	Expert & Professional Services	Ehlers & Associates, Inc		243.75
	09/28/2026	101 General	Expert & Professional Services	Ehlers & Associates, Inc		368.75
	09/28/2026	101 General	Expert & Professional Services	Ehlers & Associates, Inc		2,168.75
	09/28/2026	602 Sewer	Vehicle/Equipment Parts	Electric Motor/Bearing Service, Inc		1,700.64
	09/28/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	09/28/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		250.00
	09/28/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	09/28/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	09/28/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		375.00
	09/28/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	09/28/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	09/28/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	09/28/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	09/28/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	09/28/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	09/28/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		1,125.00
	09/28/2026	101 General	Refuse Disposal	Elliotts Elite Lawn Care Services		125.00
	09/28/2026	101 General	Books	Emery-Pratt		16.95
	09/28/2026	101 General	Periodicals & Magazines	Family Tree Magazine		49.96
	09/28/2026	101 General	Supplies	Ferrellgas		175.22
	09/28/2026	101 General	Vehicle/Equipment Parts	Fire Safety USA Inc		143.19
	09/28/2026	101 General	Building Maintenance	Keith Flatness		5,581.31
	09/28/2026	101 General	Building Maintenance	Keith Flatness		80.00
	09/28/2026	101 General	Periodicals & Magazines	Food Network Magazine		28.00
	09/28/2026	225 Airport	Expert & Professional Services	Fountain Aviation LLC		3,267.00
	09/28/2026	225 Airport	Building Maintenance	Fountain Aviation LLC		4,217.70
	09/28/2026	225 Airport	Building Maintenance	Fountain Aviation LLC		2,100.00
	09/28/2026	101 General	Building Maintenance	Fountain Refrigeration		523.74
	09/28/2026	101 General	Telephone & Internet	Freeborn County Administration		1,775.70
	09/28/2026	101 General	Telephone & Internet	Freeborn County Administration		156.84
	09/28/2026	101 General	Telephone & Internet	Freeborn County Administration		156.84
	09/28/2026	101 General	Telephone & Internet	Freeborn County Administration		1,775.74
	09/28/2026	101 General	Expert & Professional Services	Freeborn County Administration		23,822.75
	09/28/2026	101 General	Expert & Professional Services	Freeborn County Administration		23,822.75
	09/28/2026	602 Sewer	Motor Fuels	Freeborn County Co-op Oil Co. Inc.		4,577.24
	09/28/2026	601 Water	Motor Fuels	Freeborn County Co-op Oil Co. Inc.		2,390.80
	09/28/2026	701 CG - Vehicle & Equip Capital	Vehicles (Licensed)	Freeborn County Registrar		3,374.22
	09/28/2026	101 General	Taxes, License & Permit Fees	Freeborn County Registrar		16.25
	09/28/2026	701 CG - Vehicle & Equip Capital	Vehicles (Licensed)	Freeborn County Registrar		3,374.22
	09/28/2026	230 Economic Development	Electric Utilities	Freeborn Mower Electric Cooperative		25.00
	09/28/2026	601 Water	Electric Utilities	Freeborn Mower Electric Cooperative		109.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
	09/28/2026	230 Economic Development	Electric Utilities	Freeborn Mower Electric Cooperative		79.29
	09/28/2026	232 Housing Program Fund	New Home Construction	Freeborn Mower Electric Cooperative		31.34
	09/28/2026	232 Housing Program Fund	New Home Construction	Freeborn Mower Electric Cooperative		34.35
	09/28/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		44.96
	09/28/2026	225 Airport	Electric Utilities	Freeborn Mower Electric Cooperative		1,281.28
	09/28/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		380.53
	09/28/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		16,742.90
	09/28/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		946.68
	09/28/2026	603 Solid Waste	Electric Utilities	Freeborn Mower Electric Cooperative		70.15
	09/28/2026	603 Solid Waste	Electric Utilities	Freeborn Mower Electric Cooperative		52.65
	09/28/2026	602 Sewer	Electric Utilities	Freeborn Mower Electric Cooperative		502.47
	09/28/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		43.55
	09/28/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		1,963.83
	09/28/2026	101 General	Supplies	Fresco Inc		7,239.88
	09/28/2026	101 General	Lubricants & Additives	Growmark, Inc		2,711.50
	09/28/2026	101 General	Lubricants & Additives	Growmark, Inc		783.52
	09/28/2026	601 Water	Expert & Professional Services	H & M Underground Solutions		26,176.49
	09/28/2026	101 General	Vehicle and Equipment Repairs	Hanson Tire Service of Albert Lea, Inc		209.90
	09/28/2026	101 General	Vehicle and Equipment Repairs	Hanson Tire Service of Albert Lea, Inc		31.50
	09/28/2026	101 General	Vehicle and Equipment Repairs	Hanson Tire Service of Albert Lea, Inc		104.95
	09/28/2026	602 Sewer	Chemicals & Chemical Products	Hawkins, Inc.		2,478.42
	09/28/2026	601 Water	Chemicals & Chemical Projects	Hawkins, Inc.		6,733.44
	09/28/2026	602 Sewer	Chemicals & Chemical Products	Hawkins, Inc.		2,310.20
	09/28/2026	602 Sewer	Supplies	HD Supply Inc		1,251.58
	09/28/2026	101 General	Vehicle and Equipment Repairs	Hillyard Inc.-Hutchinson		216.93
	09/28/2026	605 Utility Line Protection Plan	Protection Plan Services	HomeServe USA Corp		30,897.99
	09/28/2026	101 General	Rents & Leases	Huber Supply Company Inc.		187.75
	09/28/2026	101 General	Employee Programs	Hy-Vee, Inc.		17.94
	09/28/2026	101 General	Meeting	Hy-Vee, Inc.		159.99
	09/28/2026	101 General	Meeting	Hy-Vee, Inc.		22.12
	09/28/2026	602 Sewer	Supplies	IDEXX Distribution, Inc.		1,648.13
	09/28/2026	101 General	Books	Ingram Library Services		293.35
	09/28/2026	101 General	Books	Ingram Library Services		231.41
	09/28/2026	101 General	Books	Ingram Library Services		593.57
	09/28/2026	101 General	Books	Ingram Library Services		360.54
	09/28/2026	101 General	Books	Ingram Library Services		192.58
	09/28/2026	101 General	Books	Ingram Library Services		425.25
	09/28/2026	101 General	Books	Ingram Library Services		228.89
	09/28/2026	496 2026 Projects	Improvements Other Than Bldgs	Jensen Excavating & Trucking		5,040.79
	09/28/2026	496 2026 Projects	Cash and Investments	Jensen Excavating & Trucking		5,444.05
	09/28/2026	496 2026 Projects	Cash and Investments	Jensen Excavating & Trucking		-5,444.05
	09/28/2026	496 2026 Projects	City Engineering Charge	Jensen Excavating & Trucking		403.26
	09/28/2026	101 General	Engineering Fees	Jensen Excavating & Trucking		-403.26
	09/28/2026	101 General	Expert & Professional Services	Josh's Tree Service		8,145.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
	09/28/2026	101 General	Demo Deposits	Keith Johnson Construction Inc		1,100.00
	09/28/2026	101 General	Demo Deposits	Krueger Excavating of Albert Lea, LLC		1,100.00
	09/28/2026	602 Sewer	Expert & Professional Services	L & S Electric Inc		28,415.00
	09/28/2026	232 Housing Program Fund	Loans Receivable - Forgivable	Landmark Apartments of Albert Lea, LLC		12,500.00
	09/28/2026	101 General	Travel Expense	Nicholas Lang		38.00
	09/28/2026	101 General	Travel Expense	Nicholas Lang		147.44
	09/28/2026	101 General	Furniture, Equipment & Tools	Lawson Products Inc		13.90
	09/28/2026	101 General	Supplies	Lawson Products Inc		369.70
	09/28/2026	101 General	Vehicle/Equipment Parts	Lawson Products Inc		268.34
	09/28/2026	101 General	Workers Comp Deductible	League of MN Cities Insurance Trust		233.51
	09/28/2026	101 General	Supplies	Mantronics Mailing Systems, Inc.		237.50
	09/28/2026	101 General	Books	Meredith Books		36.91
	09/28/2026	225 Airport	Telephone & Internet	MetroNet Holding LLC		62.99
	09/28/2026	101 General	Supplies	Minnesota Corrugated Box Inc		383.90
	09/28/2026	601 Water	Training & Education	Minnesota Department of Health		32.00
	09/28/2026	101 General	Gas Utilities	Minnesota Energy Resources		18.81
	09/28/2026	101 General	Gas Utilities	Minnesota Energy Resources		76.43
	09/28/2026	101 General	Gas Utilities	Minnesota Energy Resources		18.81
	09/28/2026	601 Water	Gas Utilities	Minnesota Energy Resources		52.63
	09/28/2026	232 Housing Program Fund	New Home Construction	Minnesota Energy Resources		10.71
	09/28/2026	230 Economic Development	Gas Utilities	Minnesota Energy Resources		47.03
	09/28/2026	101 General	Gas Utilities	Minnesota Energy Resources		18.81
	09/28/2026	101 General	Gas Utilities	Minnesota Energy Resources		18.81
	09/28/2026	101 General	Gas Utilities	Minnesota Energy Resources		47.03
	09/28/2026	101 General	Gas Utilities	Minnesota Energy Resources		61.26
	09/28/2026	101 General	Training & Education	MN Bureau of Criminal Apprehension		75.00
	09/28/2026	101 General	Taxes, License & Permit Fees	MN Department of Labor and Industry		145.00
	09/28/2026	101 General	Supplies	Motorola Solutions, Inc.		532.50
	09/28/2026	101 General	Supplies	M-R Sign Co., Inc.		252.29
	09/28/2026	602 Sewer	Improvements Other Than Bldgs	Municipal Pipe Tool Co. LLC		156,517.43
	09/28/2026	101 General	Animal Licenses/Permits	Taylor Newman		100.00
	09/28/2026	101 General	Vehicle/Equipment Parts	North Central International LLC		52.81
	09/28/2026	101 General	Vehicle/Equipment Parts	Northstar Powersports & Marine		64.99
	09/28/2026	101 General	Vehicle/Equipment Parts	Nuss Truck & Equipment		71.78
	09/28/2026	101 General	Vehicle/Equipment Parts	Nuss Truck & Equipment		16.79
	09/28/2026	101 General	Expert & Professional Services	Office of MN IT Services-Accts. Rec.		106.05
	09/28/2026	101 General	Human Rights Commission	Peggy Olson		8.62
	09/28/2026	101 General	Human Rights Commission	Peggy Olson		29.12
	09/28/2026	101 General	Software/Software Subscription	OPG-3, Inc		205.00
	09/28/2026	101 General	Tires	Pomp's Tire Service Inc		183.60
	09/28/2026	101 General	Rents & Leases	Quadient Leasing USA, Inc.		1,378.38
	09/28/2026	101 General	Lubricants & Additives	Reinders Inc		626.00
	09/28/2026	101 General	Expert & Professional Services	Rohn Industries, Inc		75.47
	09/28/2026	101 General	Library Selco/Software	Selco		48.38

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
	09/28/2026	101 General	Safety Equipment	Shoptikal LLC		148.99
	09/28/2026	401 Capital Project Revolving Fund	Engineering Services	Short Elliott Hendrickson Inc.		1,463.58
	09/28/2026	101 General	Rents & Leases	Skyline Plaza Associates		4,150.00
	09/28/2026	101 General	Furniture, Equipment & Tools	Snap-On Incorporated		337.97
	09/28/2026	401 Capital Project Revolving Fund	Building & Bldg Improvements	Solar Connection Inc		69,972.00
	09/28/2026	401 Capital Project Revolving Fund	Building & Bldg Improvements	Solar Connection Inc		54,007.45
	09/28/2026	101 General	Uniforms	Streicher's		1,080.00
	09/28/2026	101 General	Uniforms	Streicher's		1,328.84
	09/28/2026	101 General	Uniforms	Streicher's		1,993.00
	09/28/2026	101 General	Uniforms	Streicher's		55.99
	09/28/2026	101 General	Uniforms	Streicher's		64.99
	09/28/2026	101 General	Uniforms	Streicher's		40.00
	09/28/2026	101 General	Uniforms	Streicher's		55.99
	09/28/2026	101 General	Uniforms	Streicher's		45.97
	09/28/2026	101 General	Uniforms	Streicher's		56.99
	09/28/2026	101 General	Uniforms	Streicher's		39.99
	09/28/2026	101 General	Uniforms	Streicher's		1,993.00
	09/28/2026	101 General	Uniforms	Streicher's		69.99
	09/28/2026	101 General	Uniforms	Streicher's		45.97
	09/28/2026	101 General	Uniforms	Streicher's		1,200.84
	09/28/2026	101 General	Uniforms	Streicher's		64.99
	09/28/2026	101 General	Books	Taste of Home Books		45.29
	09/28/2026	602 Sewer	Vehicle/Equipment Parts	Thompson Electric		266.13
	09/28/2026	602 Sewer	Vehicle/Equipment Parts	Thompson Electric		986.31
	09/28/2026	101 General	Refuse Disposal	Thompson Sanitation, Inc.		25.30
	09/28/2026	101 General	Refuse Disposal	Thompson Sanitation, Inc.		213.98
	09/28/2026	101 General	Hot Spots	T-Mobile		1,315.42
	09/28/2026	101 General	Audio Visual	Tonies US Inc		1,403.33
	09/28/2026	225 Airport	Vehicle/Equipment Parts	Trueman Welters Inc		649.38
	09/28/2026	101 General	Furniture, Equipment & Tools	Ultimate Safety Concepts, Inc.		2,540.00
	09/28/2026	101 General	Prepaid Postage	United States Postal Service		2,500.00
	09/28/2026	101 General	Periodicals & Magazines	Vanity Fair		43.00
	09/28/2026	234 Blight/Hazardous Mitigation	Expert & Professional Services	Larry Wangen		3,950.00
	09/28/2026	603 Solid Waste	Refuse Disposal	Waste Management of Minnesota Inc		7,652.60
	09/28/2026	603 Solid Waste	Refuse Disposal	Waste Management of Minnesota Inc		2,100.88
Report Total:						1,366,535.15