AGENDA FOR THE WORK SESSION AND THE REGULAR MEETING OF THE ALBERT LEA CITY COUNCIL – November 23, 2026
WORK SESSION – 5:30 PM – REGULAR MEETING – 7:00 PM

WORK SESSION – 5:30 PM

I. **ALEDA UPDATE - EXECUTIVE DIRECTOR NOELLE VICTORA**

II. **CVB UPDATE – DIRECTOR KONRAD HAWKINSON**

III. **REVIEW COUNCIL MEETING AGENDA OF NOVEMBER 23, 2026**

REGULAR MEETING – 7:00 PM

I. **CALL TO ORDER AND ROLL CALL**

II. **PLEDGE OF ALLEGIANCE**

III. **CEREMONIAL ITEMS**

Oath of Office – Police Officers Jozie Bangert and Isaac Burgett

IV. **PUBLIC FORUM**

V. **CONSENT AND APPROVAL OF AGENDA**

A. Approve Minutes of the November 09, 2026 Regular Council Meeting
B. Approve Minutes of the November 09, 2026 Work Session
C. Resolution Deferring Special Assessment for Certain Property
D. Resolution Deferring Special Assessment for Certain Property
E. Resolution Approving Torch Relay Agreement Between Los Angeles Organizing Committee for the Olympic Games 2028 (“LA28”) and the City of Albert Lea

VI. **PETITIONS, REQUESTS AND COMMUNICATIONS**

A. Presentation - CSAH 20 & Plaza Street Sewer & Water Extension and Sidewalk Installation Project – Steve Jahnke and Megan Boeck

VII. **UNFINISHED BUSINESS**

AGENDA FOR THE WORK SESSION AND THE REGULAR MEETING OF THE ALBERT LEA CITY COUNCIL – November 23, 2026 WORK SESSION – 5:30 PM – REGULAR MEETING – 7:00 PM

VIII. NEW BUSINESS

A. Public Hearing and Resolution Authorizing a Housing Tax Abatement on Property within the City of Albert Lea for the Purpose of Funding Costs for Construction of a Single-Family Home – Parcel Number: 34-478-0311

B. Resolution Accepting the Offer of the Minnesota Public Facilities Authority to Purchase a $595,420 Taxable Grant Anticipation Revenue Note of 2026B, Providing for its Issuance and Authorizing Execution of a Minnesota Public Facilities Authority Master Loan (Bond Purchase) and/or Grant Agreement and a Lead Service Line Replacement Program Project Order ID Albert Lea_LSLR_03 - MDH Project ID 1240001-06

C. Resolution Authorizing Execution of Great River Greening Memorandum of Understanding for Removal of Trees and Tree Replacement – 2026 Misc. 356

D. Resolution Approving Preliminary and Final Plat of Attig Subdivision

E. Resolution Authorizing a Main Corridor Grant for 1705 Broadway Ave. SE

F. Resolution Accepting Donations as Presented by the City of Albert Lea

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:	**November 23, 2026**
Re:	**November 23, 2026 City Council Meeting**

V. CONSENT AND APPROVAL OF AGENDA

C. Resolution Deferring Special Assessment for Certain Property - The property owner of Parcel 34.035.0650 (1020 James Ave) has applied for deferment of the assessment for Street Project 2601 – the 2026 Neighborhood Improvement Project. Staff has reviewed their application, and the property owner qualifies based on guidelines established by City policy. Staff recommends approval.

See attached resolution.

D. Resolution Deferring Special Assessment for Certain Property - The property owner of Parcel 34.001.2200 (414 Williams St W) has applied for deferment of the assessment for Street Project 2601 – the 2026 Neighborhood Improvement Project. Staff has reviewed their application, and the property owner qualifies based on guidelines established by City policy. Staff recommends approval.

See attached resolution.

E. Resolution Approving Torch Relay Agreement Between Los Angeles Organizing Committee for the Olympic Games 2028 ("LA28") and the City of Albert Lea – The City of Albert Lea, Chamber of Commerce, and CVB are all excited about the prospect of participating in LA28's historic Olympic Torch Relay and are in touch with the organizing committee regarding next steps in the consideration process. This agreement is the first of many steps in being considered for the relay route. While there is no direct fee to the Los Angeles Organizing Committee for the 2028 Olympic and Paralympic Games to participate in the Torch Relay, the City and community partners would need to provide several in-kind services for the event. We would be

able to fundraise to cover those expenses as long as we follow the guidelines in the agreement. We envision an event similar in scope to the July Jamboree that attracts several thousand people to Albert Lea. This is not a sure thing, but we believe it's an incredible opportunity to pursue. Staff recommends approval.

See attached resolution.

VI. PETITIONS, REQUESTS AND COMMUNICATIONS

A. Presentation - CSAH 20 & Plaza Street Sewer & Water Extension and Sidewalk Installation Project – Steve Jahnke and Megan Boeck

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

A. Resolution Authorizing Housing Tax Abatement for New Construction - *A public hearing is required before granting a housing tax abatement for parcel number 34-478-0311 in the City of Albert Lea, for the construction of a new single-family home. The abatement will assist in new construction and increase the tax base for the community. Staff recommends approval.*

See attached resolution

B. Resolution Accepting the Offer of the Minnesota Public Facilities Authority to Purchase a $595,420 Taxable Grant Anticipation Revenue Note of 2026B, Providing for its Issuance and Authorizing Execution of a Minnesota Public Facilities Authority Master Loan (Bond Purchase) and/or Grant Agreement and a Lead Service Line Replacement Program Project Order ID Albert Lea LSLR 03 - MDH Project ID 1240001-06 - *The 2023 Minnesota Legislature appropriated $240 million for lead service line replacements and approximately $40 million per year in federal funds from the Infrastructure Investment and Jobs Act is also available. To access these funds, public water systems apply through the Drinking Water Revolving Fund, which is jointly administered by the Minnesota Department of Health (MDH) and the Public Facilities Authority (PFA).*

This is the third year of the City receiving funds. The 2026 project was awarded to Platinum Plumbing for $440,968.80 and BCM Construction for $450,152.10. The total project construction cost is $992,367.00.

In 2026 the City of Albert Lea applied for and received loan and grant funding to replace approximately 123 private and public lead water services.

As part of this process, the City is to issue a $595,420 Taxable Grant Anticipation Revenue Note. The PFA will repay the full amount of the note through a grant and Master Agreement. Staff recommends approval.

See attached resolution.

C. Resolution Authorizing Execution of Great River Greening Memorandum of Understanding Grant for Removal of Trees and Tree Replacement – 2026 Misc. 356 - *The Parks Department was contacted by Great River Greening (GREENING), a 501c3 non-profit group located in St. Paul, with a program to partner work on public property that qualify by the Climate Justice Screening Tool, as disadvantaged areas, with the goal of increasing tree canopy in three census zones located in the southern portion of Albert Lea. The program has a full-circle approach for conducting a Cooling of Minnesota Communities project. Similar projects have been undertaken in Mankato, Waite Park, and Bemidji. Work to be completed by GREENING includes contracted tree removal and planting and watering newly planted trees for 3 years or until the end of the grant (projected to be February of 2029), whichever comes first. Work will be done by GREENING-supervised contracted crews. It is anticipated that approximately 35 trees will be removed and replaced at a two-to-one ratio.*

TRAQ Certified Arborist logistics will be completed by Park Superintendents, as is a requirement for USDA and MN State funds. City responsibilities include providing maps, data requests, provide a point of contact, and provide a location for a tree giveaway program for private property citizens in 2027, as well as, assist with verification of application requests, if needed. Work will be conducted on public rights-of-way and within public parks located in the three census zones.

Staff recommends authorizing the City Manager to enter into a Memorandum of Understanding.

See attached resolution and draft MOU.

D. Resolution Approving Preliminary and Final Plat of Attig Subdivision - *The Planning Commission held a public hearing on November 17, 2026 to review the Preliminary Plat of Attig Subdivision for compliance with Chapter 38 Subdivisions.*

The property is currently described by metes and bounds, and per City Code, it is not developable until an official plat is recorded in the office of the registrar. The property is currently zoned R-1, or single-family residential, and the property owner has submitted plans for a single-family house and accessory structure.

Planning Commission recommends approval of the final plat of Attig Subdivision.

See attached resolution and plat.

E. Resolution Approving Main Corridor Grant for 1705 Broadway Ave. SE - *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.*

Jim and Dudes Properties, LLC at 1705 Broadway Ave SE applied for a matching grant for building upgrades such as painting and added landscaping. The total project cost is $26,597.55, which will provide the property owners with a matching grant of $13,298.78.

The project has been reviewed and approved by the City's Zoning and Building Official as required by policy.

See attached resolution and agreements.

F. Resolution Accepting Donations as Presented by 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.*

- *Chevron REG – Albert Lea Fire Department*

See attached resolution.

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
October 26, 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: Police Chief Darren Hanson, 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. Mayor Murray recognized the Wastewater Treatment Plant and Utilities Department for Receiving Operational Excellence Recognition from the State of Minnesota.

PUBLIC FORUM – Kevin Joel spoke of his opposition to the proposed annexation in the Plaza Street area.

CONSENT AND APPROVAL OF AGENDA

A. Approve Minutes of the October 26, 2026 Regular Council Meeting
B. Approve Minutes of the October 26, 2026 Work Session
C. License & Permits
D. Resolution Approving Lawful Gambling Permit - AL Amateur Hockey Association

Councilor Baker moved to approve the consent agenda, seconded by Councilor Anderson. 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 26-195
(Included with these minutes)

PETITIONS, REQUESTS AND COMMUNICATIONS - None

UNFINISHED BUSINESS

A. Ordinance 26-159 Repealing and Replacing in Its Entirety Chapter 40, Article II. Lodging Tax (2nd Reading)

The city is repealing and replacing Chapter 40, Article II of the City Code to formally appoint the Minnesota Commissioner of Revenue as the tax administrator. By transitioning to state-level

administration, Albert Lea streamlines collection through the Minnesota Department of Revenue, which already manages automated sales tax infrastructure. The state will absorb all auditing and enforcement overhead, bundle the revenue, and remit it back to the city. The city will pass 100% of these proceeds to the Albert Lea Convention and Visitors Bureau (CVB).

The State charges 1% for the administration of the hotel tax with a onetime start up charge of $4,500 +/-, while the city charges 5%. The real difference is the short-term rentals are supposed to pay lodging taxes and currently the city is responsible for collection. Unfortunately, we have not done well in collection as have many municipalities due to limited data and time to collect. The state has sales tax and other means to calculate the tax and collect.

Motion made by Councilor Anderson to approve as read, 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 Ordinance 26-159
Included with these Minutes)

B. Resolution 26-196 Permitting Publication of Ordinance Summary – 26-159 – Chapter 40, Article II. Lodging Tax

Ordinance Summaries may be published if they reasonably inform the public of the effect and intent of the Ordinance. Summaries fulfill all legal requirements as if the entire summarized matter had been published, and also direct the public on how to obtain the complete Ordinance.

Motion made by Councilor Anderson to approve as read, seconded by Councilor Christensen. On a 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 26-196
Included with these Minutes)

NEW BUSINESS

A. Public Hearing and Resolution 26-197 Regarding Proposed Property Tax Abatement and Business Subsidy for D & S Holdings of Albert Lea

The hearing will cover three things under the same legal requirement. First is an abatement of increment taxes at Pro Manufacturing. This abatement is part of a $2M expansion that will create a minimum of 5 manufacturing jobs and improve the city's tax base. For the job creation, a $50,000 forgivable loan from the revolving loan fund shall be provided. The jobs must be above the median income, and they must maintain those 5 jobs for 5 years. The last is a $300,000 loan from the revolving loan fund to advance the total estimated abatement for the construction of the building or the purchase of equipment.

The abatement is no more than $129,000 total and no more than 10 years. The loan is 0% at 10 years, and the forgivable loan is prorated over 5 years for continued job growth. The fund for the loans comes from a specific fund that cannot be used for any other purpose than job creation like

those in the fields of technology or manufacturing. The County ($128,000) and School District ($43,000) have passed similar resolutions for their portion of the total abatement ($300,000).

To Councilor Anderson's remark, City Manager Rigg reiterated what was noted during the work session: the abatement only applies to the increment generated on the improved values.

Mayor Murray opened the public hearing. He called three times; no one spoke. He closed the public hearing.

Motion made by Councilor Herman to approve as read, seconded by Councilor Baker. 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 26-197
Included with these Minutes)

B. Public Hearing and Resolution 26-198 Adopting Final Assessments for Delinquent Water/Sewer Accounts and Miscellaneous Accounts Receivable

City Manager Rigg explained the assessment appeal process and the deferment process, noting the forms are available at the back of the Council Chambers.

This resolution would adopt the final assessments for delinquent water/sewer accounts and delinquent accounts receivable per the Code of Ordinances. These assessments are payable with terms of one year and an interest rate of 5.23%.

Mayor Murray opened the public hearing. No one spoke. He closed the public hearing.

Motion made by Councilor Anderson to approve as read, seconded by Councilor Van Beek. 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 26-198
Included with these Minutes)

C. Public Hearing and Resolution 26-199 Adopting Assessments for the Valley Avenue & Marshall Street Reconstruction Project (Job 2517)

The attached resolution would adopt the final assessments on November 9, 2026 for City Job No. 2517, the Valley Avenue & Marshall Street Reconstruction Project. This project involved the complete reconstruction of the following streets:

- Valley Avenue – Johnson Street to Hawthorne Street
- Johnson Street – Valley Avenue to Marshall Street
- Marshall Street – Johnson Street to Bridge Avenue

Work included replacement of the pavement, curb & gutter, sidewalk, watermain, sanitary sewer, and storm sewer.

The streets were reconstructed to similar configurations as the existing streets with minor changes to the street widths, boulevard widths, and to make accessibility improvements. Both streets have sidewalks on both sides of the street. On-street parking is allowed on both sides of the street on Valley Avenue and is restricted to the east side only on Marshall Street.

Assessments were approximately 1.5% lower than the proposed assessments. The assessments will be over two, ten, or fifteen years, according to the Assessment Policy, and the interest rate will be 5.23%.

In response to Councilor Christensen, Public Works Director Jahnke confirmed the project is delayed, and the section from Giles to Hawthorne Street will not be completed until spring. Rigg added that the contractor will incur penalties for the delay.

Mayor Murray opened the public hearing and made the first call for public comment. Celeste Krause spoke in opposition to her assessment charges. She also noted that the contractor had removed her existing property markers and requested that they be replaced.

Jahnke provided clarification to the dates when the water and sewer infrastructure were originally installed.

Mayor Murray called two more times. No one spoke. He closed the public hearing.

Councilor Christensen asked if the council had to approve all project assessments tonight or if it could delay voting on disputed charges to allow time for review. Rigg stated that residents should submit written objections for formal review. City Attorney Holstad concurred with Rigg's statement.

Motion made by Councilor Olson to approve as read, seconded by Councilor Baker. 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 26-199
Included with these Minutes)

D. Public Hearing and Resolution 26-200 Adopting Assessments for 2026 Neighborhood Improvement Project (Job 2601)

The attached resolution would adopt the final assessments on November 9, 2026 for City Job No. 2601, the 2026 Neighborhood Improvement Project. This project involved the following work:

Neighborhood Improvement Overlay and Curb & Gutter Replacement
This portion of the project involved the bituminous overlay of the following streets:

James Avenue – 7th Street to 2nd Street
Frank Avenue – 7th Street to Front Street
St. Joseph Avenue – 7th Street to 4th Street
Water Street – 1st Avenue to West Avenue
Ermina Avenue – W. Main Street frontage road to Fountain Street

Oak Lake – Ermina Avenue to Adams Avenue
Adams Avenue – W. Main Street frontage road to Clark Street
Euclid Avenue – W. Main Street frontage road to Clark Street
William Street – Euclid Avenue to St. Mary Avenue
Bancroft Drive – Greenwood Drive to Lakewood Avenue
Michael Place – Bancroft Drive to the cul-de-sac
Lakewood Avenue – 141' south of Bancroft Drive to the cul-de-sac
Green Lea Lane – Greenwood Drive to Lakewood Avenue

The project involved milling the existing bituminous street surfacing for a 6-foot width along each concrete gutter line so the new bituminous layer matched the level of the concrete gutter. A 2-inch thick layer of bituminous was laid over the entire width of the street. The project also involved miscellaneous curb & gutter replacement to address drainage problems and to correct severely deteriorated curb. Damaged or settled sections of sidewalk were replaced to eliminate tripping hazards and to bring the pedestrian ramps into compliance with Americans with Disabilities Act (ADA) standards.

The projected final cost was approximately 6% higher than the original proposed assessments. The assessments were approximately 1.1% higher than the original proposed assessments. Because of this, the final assessments were unchanged from the original proposed assessments; however, the assessment for 1019 St. Joseph Avenue was reduced by $177.00 because a portion of the sidewalk they had been assessed for was actually replaced under the lead service line replacement program and was deducted from this assessment. This reduced the total assessed amount to $784,724.55 from $784,901.55 reported in the original proposed final assessment roll.

The assessments will be over two, five, ten, or fifteen years according to the Assessment Policy, and the interest rate will be 5.23%.

Mayor Murray opened the public hearing. Lyle Johnson cited specific Minnesota statutes governing the special assessment process, stating his belief that the proposed assessments violate state law because the cost exceeds the special benefit to the property. He further contended that the work completed on Water Street constitutes routine maintenance rather than a capital improvement, and therefore cannot be legally assessed.

Mayor called two more times. No one spoke. He closed the public hearing.

Councilor Baker asked City Attorney Holstad to comment on Mr. Johnson's statements. Holstad provided feedback supporting the City's process of the final assessments.

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, Herman, Olson, Van Beek, Anderson, and Mayor Murray. Councilor Baker voted nay. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 26-200
Included with these Minutes)

E. Public Hearing and Resolution 26-201 Adopting Assessments for 2026 State Aid Street

Overlay Project (Job 2602)

The attached resolution would adopt the final assessments on November 9, 2026 for City Job No. 2602, the 2026 State Aid Street Overlay Project.

This project involved bituminous mill & overlay on Clark Street from Ermina Avenue to West Avenue. Damaged or settled sections of curb & gutter and sidewalk were replaced and the pedestrian ramps were repaired to comply with Americans with Disabilities Act (ADA) standards. Manholes and catch basins were also repaired in the project area.

The final project costs were very close to the original proposed cost including assessments. Because of this the final assessments match the original proposed assessments.

The assessments will be over two, five, ten, or fifteen years according to the Assessment Policy, and the interest rate will be 5.23%.

Mayor Murray opened the public hearing. He called three times. No one spoke. He closed the public hearing.

Motion made by Councilor Herman to approve as read, seconded by Councilor Van Beek. On a 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 26-201
Included with these Minutes)

F. Public Hearing and Resolution 26-202 Adopting Assessments for St. Mary Avenue & 14th Street Reconstruction Project (Job 2603)

The attached resolution would adopt the final assessments on November 9, 2026 for City Job No. 2603, the St. Mary Avenue & 14th Street Reconstruction Project. This project involved reconstruction of the following streets:

- St. Mary Avenue – William Street to Clark Street
- 14th Street – Myers Road to the east end

Work on St. Mary Avenue included replacement of the sanitary sewer, watermain, storm sewer, curb & gutter, and sidewalk. New sidewalk was also installed on St. Mary Avenue along Morin Park as part of this project.

Work on 14th Street included replacement of the watermain and pavement, and the curb on the north side of the road. Approximately 250 feet of new sidewalk was installed on the south side of 14th Street to provide safer access for Ventura Foods employees.

The project cost came in below the original cost estimate. As a result, the assessments were reduced approximately 6.6% from the original proposed assessments.

The assessments will be over five, ten, or fifteen years according to the Assessment Policy, and the interest rate will be 5.23%.

Mayor Murray called three times. No one spoke. He closed the public hearing.

Motion made by Councilor Baker to approve as read, seconded by Councilor Anderson. On a 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 26-202
Included with these Minutes)

G. Resolution 26-203 Authorizing Submittal of Application to MNDOT for Funding Under the Local Road Improvement Program (Job 2613)

This resolution authorizes City staff to apply for grant funding through the Minnesota Department of Transportation's 2026 Local Road Improvement Program for portions of the East Main Street Improvements Project outside of MnDOT right-of-way, Job No. 2613.

The Main Street corridor has documented safety issues and presents safety risk concerns today. The associated I-35 & I-90 Interchange Improvement Project will have impacts on local and regional travel along this corridor, which are anticipated to exacerbate existing safety and operational issues. MnDOT's and the City of Albert Lea project will include extending both entry ramp acceleration lanes on I-35 at Main Street and converting the interchange ramp terminal intersections to single-lane roundabouts. The work is anticipated to occur in 2029 and 2030.

The City's portion builds on MnDOT's effort to create a consistent, predictable corridor. Outside of MnDOT's right-of-way, further improvements will be made along Main Street, including the construction of a roundabout at 775th Avenue/Happy Trail Lane, which will reduce crash risks for all users, including those operating large commercial vehicles.

The maximum award under this program is $1.5 million, and staff intends to apply for the maximum amount. If awarded, these funds would reduce the project's funding gap.

Motion made by Councilor Baker to approve as read, seconded by Councilor Van Beek. 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 26-203
Included with these Minutes)

H. Resolution 26-204 Accepting Feasibility and Calling Public Hearing for the CSAH 20 & Plaza Street Sewer & Water Extension and Sidewalk Installation Project (Job 2703)

This item would accept a feasibility report, adopt options and call a public improvement hearing for December 14, 2026 for City Job No. 2703, the CSAH (County State Aid Highway) 20 & Plaza Street Sewer & Water Installation Project.

The proposed project calls for various work on the following sections of roadway:

- Freeborn County led Resurfacing or Reclamation of (CSAH 20) – Bridge Avenue to CSAH 25
- Richway Drive (CSAH 20) – Greenwood Drive to Plaza Street
- Pinewood Drive – CSAH 20 to the west end
- Plaza Street – CSAH 20 to approximately 1,075 feet east
- Itasca Road – approximately 242 feet east to 377 feet west of West Trail

This report presents six options for the City Council's consideration. It also describes the proposed assessments, the annexation of properties receiving City services, and a proposed project schedule. The options are:

- Option 1 – Sewer and water extension along County State Aid Highway (CSAH) 20 (Richway Drive) from Elm Street to Pinewood Drive
- Option 2 – Watermain loop completion along CSAH 20 and Plaza Street
- Option 3 – Sewer and water extension along Itasca Road, from approximately 242 feet east to 377 feet west of West Trail
- Option 4 – Sewer and water extension along CSAH 20, from approximately 651 feet southeast to 386 feet north of Country Club Road
- Option 5 – Sidewalk installation on Richway Drive (Martin Road to Lakeview Boulevard) and curb bump-out construction at Greenwood Drive
- Option 6 – Sewer and water service along CSAH 20 from properties in Option 4 North to Elm Street on east side of roadway.

Freeborn County has scheduled a resurfacing or reclamation project on Richway Drive (CSAH 20) from Bridge Avenue to CSAH 25 in its 2027 Capital Improvement Plan. The work will likely include a bituminous mill and overlay from Bridge Avenue to Lakeview Boulevard and bituminous reclamation from Lakeview Boulevard to CSAH 25. Any work approved by Council under this report would be incorporated into the County's project. Freeborn County would serve as lead agency, and City Engineering would provide design and construction oversight for the City's work. Coordinating the sewer and water extensions with the County's project allows the County to pay for much of the road reconstruction cost, which the City and the assessed properties would otherwise bear. The County's share is estimated at $138,227.80 for Option 1 and $171,683.69 for Option 4. The Freeborn County project alone is estimated at $2,200,000 with the City participating in miscellaneous curb work and sidewalk replacements.

Under the City's Assessment Policy, the cost of extending sewer and water is assessed to the properties that benefit. The preliminary per-lot assessments are $24,370.00 for Option 1 (Pinewood Drive area), $54,070.40 for Option 3 (Itasca Road), $59,867.80 for Option 4 (Country Club Road area) and $74,768.25 per lot for Option 6 (E side CSAH 20). These amounts include the City's one-time $1,800 sewer and water connection fee. They do not include the private costs to connect each house, disconnect from private wells, and abandon septic systems. Undeveloped properties that are not being currently annexed or developed would receive "Held for Future" assessments, which would be collected when the lots are annexed or developed. For the Option 5 sidewalk, 25 percent of the cost would be assessed to thirteen abutting properties at a preliminary rate of $6.17 per square foot. A preliminary assessment roll is attached.

All properties that connect to City sewer or water under these options are proposed to be annexed into the City. This is consistent with the Comprehensive Plan, which identifies the area east of Trunk Highway 13 and south of Interstate 90 for future growth. Annexation would also make these properties subject to City land use, development, and building standards, and they would contribute to the cost of City infrastructure and services the same way other City properties do.

The total estimated project cost is up to $3,310,694.39 (Options 1-6), not including Freeborn County Costs ($2,200,000) and would be paid for with assessments, sanitary sewer funds, water funds, Freeborn County, Municipal State Aid, and City bonding funds.

If authorized to proceed, annexation proceedings would begin at the December 28th Council meeting.

Councilor Baker said he would support the resolution, though he wants further communication to finalize the details going forward.

Councilor Christensen commented that although she appreciates orderly annexations, she is uncomfortable with the cost of this project.

Councilor Van Beek concurred with Christensen's comments.

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

(See Secretary's Original Resolution 26-204
Included with these Minutes)

I. Resolution 26-205 Authorizing Ordering of Four 2027 CIP Police Squad Vehicles Resolution Approving Variance from Shoreland Development Standards for 821 Lakeview Blvd.

City Manager Rigg noted that the language in this title will be changed from "purchasing" or ordering" the four vehicles.

The Police Department is requesting Council authorization to order four replacement squad cars now rather than waiting until the 2027 CIP is approved in December or January.

Last year, we placed our squad car order in October and did not experience any delays. However, Ford canceled orders placed later in the ordering cycle by other agencies. Waiting until December or January increases the risk of our order being canceled. Ordering now would help secure our place in the production schedule, with delivery typically occurring in late spring.

All four squads scheduled for replacement are expected to be at or over 100,000 miles by the time the new vehicles arrive. These vehicles also accumulate significant engine hours from idling during calls, traffic enforcement, and other daily duties. Delays in receiving replacements would mean keeping these squads in service longer, increasing the potential for repairs, maintenance costs, and downtime.

The four squads are included in the proposed 2027 CIP, with $95,000 budgeted per vehicle, for a total of $380,000. No payment is required when the order is placed, and the City does not incur any cost until delivery. If circumstances change and any of the ordered vehicles are no longer needed, the dealership will sell those vehicles to other agencies without financial obligation to the City.

The request is to place the order now to secure our place in the production schedule while maintaining flexibility should circumstances change before delivery.

Motion made by Councilor Anderson to approve as read, 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 26-205
Included with these Minutes)

J. Resolution 26-206 Approving Variance from Shoreland Development Standards for 821 Lakeview Blvd.

The property owners at 821 Lakeview Blvd have applied for a variance from the Shoreland Development Standards as it applies to setbacks from the ordinary high-water level to replace a deck with a three-season porch. The property is a peninsula that is mostly surrounded by water while remaining connected to a larger landmass on one side. The Shoreland Management District requires structures to be setback 50 feet from the ordinary high-water level of general development lakes. When the 50-foot setback is applied, the entire property would be unbuildable.

City staff consulted with the local Minnesota DNR Area Hydrologist and determined that because the existing structure is setback 17 feet and the new proposed structure will be setback 19 feet, the variance will provide a less waterward structure, which benefits the lakeshore.

The Board of Appeals met on October 20, 2026 to conduct a public hearing to consider a variance application for a reduced setback from the ordinary high-water level and recommends approval based on the findings of fact stated in the attached resolution.

Motion made by Councilor Baker to approve as read, 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 26-206
Included with these Minutes)

Mayor Murray expressed his appreciation to all residents who participated in the public hearing. He acknowledged that annexations and assessments represent some of the most challenging items on the Council's annual agenda and require difficult decisions, thanking the community members again for sharing their perspectives.

MAYOR AND COUNCIL REPORTS

First Ward, Councilor Christensen reported:

- Ward Items – Following up on some ward items.
- Committee Update – Reported the Senior Center is working diligently to find a new location. Planning Commission will meet next Tuesday. Blue Zones is hosting the business after-hours sponsored by the CVB at Wedgewood Cove.
- Public Announcements – Congratulated the councilors who were re-elected and congratulated new council member Joey Neely as the new councilor of Ward 4. She encouraged people to throw their hat in the ring in the future for City Council Ward 1 as it becomes open in 2028.

Second Ward, Councilor Baker reported:

- Ward Items – Extended his appreciation to all the voters who went out on Election Day, particularly those who voted for him to serve Ward 2 for another four years.
- Committee Update – Attended the ALEDA meeting where they received input on potential projects within the community.

Third Ward, Councilor Herman reported:

- Ward Items – None
- Committee Update – Attended a CVB meeting on October 27; however, due to a lack of a quorum, they were unable to hold the meeting.

Fourth Ward, Councilor Olson reported:

- Ward Items – None
- Committee Update – None

Fifth Ward, Councilor Van Beek reported:

- Ward Items – Working on two ward items.
- Committee Update – None

Sixth Ward, Councilor Anderson reported:

- Ward Items – None
- Committee Update – Attended an HRA meeting. He reported that the HRA Director's performance review is scheduled.

MAYOR REPORT

Attended the following meetings:

- ALEDA update meeting
- The Chamber Annual meeting on October 27th.
- City/County joint meeting discussing shared services
- Assisted Grace Lutheran Church in preparing for their upcoming Mission trip.
- College/Student interview regarding Health Care in Albert Lea
- Met with the FFA to discuss finding an additional Advisor
- Toured St. John’s with the Senior Center
- Kiwanis Meeting last Friday morning
- Attended a 7th-grade girls' basketball game and encouraged the community to attend a

High School sporting event

- Thanked the voters who came out last Tuesday to vote.
- Thanked his opponent in the election and encouraged community members to participate by joining a city board or commission. He welcomes community members to contact him with suggestions and/or concerns.

Mentioned upcoming events in the community and encouraged community members to attend. Reminded the community of Veterans Day on November 11, and encouraged everyone to go out and thank a Veteran.

CITY MANAGER REPORT

- Open Enrollment is in process.
- Reminded council of the budget meeting on Monday, November 30th and staff will be present as well.
- Closed on the 4 acres at the Blazing Star sold to Kwik Trip
- Wrapping up agreements with Tapestry
- Attended the Shared Services meeting with County
- Working on getting updated costs at the Blazing Star
- Will work with staff and elected officials on lobbying issues in 2027
- Will be attending the National League of Cities conference

APPROVAL OF CLAIMS

A. Resolution 26-207 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 Baker. 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 26-207
(Included with these minutes)

CLOSED SESSION – Subject to Minn. Stat. 13D.5 subd. 3(c) related to properties at:

912 Autumn St.
509 Minnesota Avenue
613 5th Street E.
1317 Louis Street.

Councilor Christensen motioned to move into closed session at 8:31 PM, seconded by Councilor Anderson.

Councilor Anderson motioned to move out of closed session at 8:51 PM, seconded by Councilor Christensen.

Mayor Murray stated that direction was provided to City Manager Rigg during the closed session.

Councilor Christensen moved for adjournment; Councilor Anderson seconded. That, with no further business, the Council meeting adjourn until the next regular meeting of the Albert Lea City Council at 7:00 p.m. on Monday, November 23, 2026. On a voice vote, all councilors voted in favor of said motion.

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

ADJOURNMENT: 8:58 PM

_____
Mayor Rich Murray

_____
Daphney Maras
Secretary of the Council

WORK SESSION MEETING
CITY COUNCIL CHAMBERS, CITY OF ALBERT LEA
November 9, 2026 - 5:30 P.M.

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

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

I. INTRODUCTION OF GIS POSITION

Public Works Director Steven Jahnke and City Manager Riggs presented a proposal to establish a dedicated GIS Technician position within the Engineering Department to centralize and manage the City of Albert Lea's physical infrastructure assets (streets, utilities, parks, and facilities).

Jahnke explained that consolidating fragmented data into a single GIS system will improve long-term capital planning, budgeting, grant readiness, and regulatory compliance, while saving over $5,000 through Cloud Permits integration.

He provided comparable MNDOT District 6 cities such as Faribault, Owatonna, and Austin, which utilize dedicated GIS staff for public works asset management.

City Manager Rigg noted the succession and cost savings, explaining that hiring a GIS Technician (projected 2027 pay range of $35.57–$51.04/hr.) shifts specialized data entry away from higher-paid engineering staff and provides a 3–4-year window to complete the city's asset inventory ahead of the City Engineer's eventual retirement.

Rigg noted that no formal action is expected at this time, as several preliminary steps remain. He stated that this discussion is intended to lay the groundwork for a major departmental restructuring within the next five years, noting that the addition of a Geographic Information System (GIS) position will eventually be necessary.

Discussion followed, with staff responding to questions from the Council.

II. REVIEW COUNCIL MEETING AGENDA OF NOVEMBER 9, 2026

City Manager Rigg introduced each agenda item, provided supporting background and context, led discussion, and answered questions from the Council.

CEREMONIAL ITEMS

A. Recognition of the Wastewater Treatment Plant and Utilities Department for Receiving

Operational Excellence Recognition from the State of Minnesota

PUBLIC FORUM

CONSENT AND APPROVAL OF AGENDA

A. Approve Minutes of the October 26, 2026 Regular Council Meeting
B. Approve Minutes of the October 26, 2026 Work Session
C. License & Permits
D. Resolution Approving Lawful Gambling Permit - AL Amateur Hockey Association

PETITIONS, REQUESTS AND COMMUNICATIONS - None

UNFINISHED BUSINESS

A. Ordinance 26-159 Repealing and Replacing in Its Entirety Chapter 40, Article II. Lodging Tax (2nd Reading)

Rigg provided answers to a couple of questions the council had during the first reading of this ordinance.

In response to an inquiry regarding State fees, Rigg stated that the State charges a 1% administrative fee for lodging tax collection, along with a one-time start-up fee of approximately $4,500, which the Convention and Visitors Bureau (CVB) will reimburse to the City. While the City currently retains a 5% monthly administrative fee from collected lodging taxes, Rigg noted that the State is better equipped to ensure full monthly compliance and collection from local hotels.

In response to an inquiry into the amount of staff time and financial resources dedicated to lodging tax collection, Rigg noted that the Finance Director is unable to quantify the exact cost. Rigg cited several unpredictable variables that complicate tracking, including unannounced changes in hotel ownership, inconsistent monthly payment schedules, and instances of non-payment.

B. Resolution Permitting Publication of Ordinance Summary – 26-159 – Chapter 40, Article II. Lodging Tax

NEW BUSINESS

A. Public Hearing and Resolution Regarding Proposed Property Tax Abatement and Business Subsidy for D & S Holdings of Albert Lea
B. Public Hearing and Resolution Adopting Final Assessments for Delinquent Water/Sewer Accounts and Miscellaneous Accounts Receivable
C. Public Hearing and Resolution Adopting Assessments for the Valley Avenue & Marshall Street Reconstruction Project (Job 2517)
D. Public Hearing and Resolution Adopting Assessments for 2026 Neighborhood Improvement Project (Job 2601)

E. Public Hearing and Resolution Adopting Assessments for 2026 State Aid Street Overlay Project (Job 2602)
F. Public Hearing and Resolution Adopting Assessments for St. Mary Avenue & 14th Street Reconstruction Project (Job 2603)

City Manager Rigg explained the process for residents to file an appeal or a deferment following the approval of these assessment projects.

G. Resolution Authorizing Submittal of Application to MNDOT for Funding Under the Local Road Improvement Program (Job 2613)

Jahnke said if these funds are awarded, they would be used in 2029 toward the proposed roundabout project.

H. Resolution Accepting Feasibility and Calling Public Hearing for the CSAH 20 & Plaza Street Sewer & Water Extension and Sidewalk Installation Project (Job 2703)

Jahnke presented the project details and options using a map of the proposed area.

He noted that five homes in the area currently have failed septic systems that have been non-compliant for at least ten years, and he confirmed that the County has approved the replacement of all five systems should the homeowners choose that option.

He remarked an additional 30-acre parcel in the area where a prospective buyer intends to construct a single-family residence without being annexed into the city. Rigg stated that placing a single home with a septic system on 30 acres would impede future growth and would hinder future infrastructure expansion and is inconsistent with sound community planning.

Rigg prefaced that water and sewer infrastructure must be installed in the designated area for the Port Authority property to develop as outlined in the city's Comprehensive Plan. He said the cost to replace the non-compliant septic systems versus connecting to the city's water and sewer is relatively the same. He added that completing this work while the County conducts its repairs is an ideal time to prepare the land for sale.

I. Resolution Authorizing Purchase of Four 2027 CIP Police Squad Vehicles

Following discussion, City Manager Rigg recommended changing the motion's language from "purchase" to "order" for the four vehicles, as that more accurately reflects the current request.

J. Resolution Approving Variance from Shoreland Development Standards for 821 Lakeview Blvd.

Community Development Director Boeck added background to this item, outlining the practical difficulties supporting this variance.

MAYOR AND COUNCIL REPORTS

CITY MANAGER REPORT

APPROVAL OF CLAIMS

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

CLOSED SESSION – Subject to Minn. Stat. 13D.5 subd. 3(c)

ADJOURNMENT – 6:52 PM

Dated: November 9, 2026

_____

Daphney Maras
Council Secretary

RESOLUTION 26-XXX

Introduced by Councilor

RESOLUTION DEFERRING SPECIAL ASSESSMENT FOR CERTAIN PROPERTY

WHEREAS, the City of Albert Lea (the "City") has levied special assessments for Job 2601 - 2026 Neighborhood Improvement Project; and

WHEREAS, Minnesota Statutes, sections 435.193 through 435.195 authorize the City to defer the payment of special assessments against any homestead property for certain citizens; and

WHEREAS, said deferment of assessment may be permitted at the discretion of the City Council of the City of Albert Lea (the "Council"); and

WHEREAS, the Council finds and determines that deferral of special assessments for certain citizens is in the public interest; and

WHEREAS, the Council may defer the payment of any special assessment on homestead property owned by a person who is 65 years of age or older, or who is retired by virtue of permanent and total disability (the "Applicant"). The City Clerk may record the deferment of special assessments where the following conditions are met:

(1) The Applicant must apply for the deferment not later than 30 days after the assessment is adopted by the council.

(2) The Applicant must be 65 years of age, or older, or retired by virtue of permanent disability.

(3) The Applicant must be the owner of the property.

(4) The Applicant must occupy the property as a principal place of residence.

(5) The Applicant's income from all sources does not exceed the low-income limit as established by the Department of Housing and Urban Development as used in determining the eligibility for Section VIII housing.

WHEREAS, the deferment will be granted for as long a period of time as the hardship exists and the conditions as aforementioned have been met.

WHEREAS, the Applicant must notify the City Clerk of any change in Applicant's status that would affect eligibility for deferment.

WHEREAS, the Council has determined that the above-referenced conditions are satisfied by the Applicant and that it is reasonable and appropriate to defer special assessments against Applicant's property designated as:

Parcel Number 34-035-0650 (the "Subject Property")

Legal Description: Lot 11, Block 3, South Broadway Addition to the City of Albert Lea, Freeborn County, Minnesota

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

1. The Recitals set forth above in this Resolution are incorporated into and made part of this Resolution as if fully set forth herein.

2. Special assessments for street improvements designated as Job 2601 - 2026 Neighborhood Improvement Project against 34-035-0650 (Subject Property) in the total principal amount of $1,738.00 is deferred and the option to defer the payment of special assessments terminates and the amount shall become due upon the occurrence of any one of the following:

   a. the death of the Applicant when there is no spouse who is eligible for deferment;

   b. the sale, transfer or subdivision of all or any part of the Subject Property;

   c. loss of homestead status on the Subject Property; or

   d. determination by Council for any reason that there would be no hardship upon the Applicant to require immediate or partial payment.

3. That the City Clerk shall file the deferred assessments with the County Auditor and the County Recorder of Freeborn County.

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 23rd day of November, 2026

_____
Mayor Rich Murray

Filed and attested this 24th day of November, 2026

_____
Secretary of the Council

RESOLUTION 26-XXX

Introduced by Councilor

RESOLUTION DEFERRING SPECIAL ASSESSMENT FOR CERTAIN PROPERTY

WHEREAS, the City of Albert Lea (the "City") has levied special assessments for Job 2601 - 2026 Neighborhood Improvement Project; and

WHEREAS, Minnesota Statutes, sections 435.193 through 435.195 authorize the City to defer the payment of special assessments against any homestead property for certain citizens; and

WHEREAS, said deferment of assessment may be permitted at the discretion of the City Council of the City of Albert Lea (the "Council"); and

WHEREAS, the Council finds and determines that deferral of special assessments for certain citizens is in the public interest; and

WHEREAS, the Council may defer the payment of any special assessment on homestead property owned by a person who is 65 years of age or older, or who is retired by virtue of permanent and total disability (the "Applicant"). The City Clerk may record the deferment of special assessments where the following conditions are met:

(1) The Applicant must apply for the deferment not later than 30 days after the assessment is adopted by the council.

(2) The Applicant must be 65 years of age or older, or retired by virtue of permanent disability.

(3) The Applicant must be the owner of the property.

(4) The Applicant must occupy the property as a principal place of residence.

(5) The Applicant's income from all sources does not exceed the low-income limit as established by the Department of Housing and Urban Development as used in determining the eligibility for Section VIII housing.

WHEREAS, the deferment will be granted for as long a period of time as the hardship exists and the conditions as aforementioned have been met.

WHEREAS, the Applicant must notify the City Clerk of any change in Applicant's status that would affect eligibility for deferment.

WHEREAS, the Council has determined that the above-referenced conditions are satisfied by the Applicant and that it is reasonable and appropriate to defer special assessments against Applicant's property designated as:

Parcel Number 34-001-2200 (the "Subject Property")

Legal Description: Albert Lea Original Plat W 35 Ft of Lot 7 Block 17 Original Plat and being in the City of Albert Lea, County of Freeborn and State of Minnesota.

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

1. The Recitals set forth above in this Resolution are incorporated into and made part of this Resolution as if fully set forth herein.

2. Special assessments for street improvements designated as Job 2601 - 2026 Neighborhood Improvement Project against 34-001-2200 (Subject Property) in the total principal amount of $1,250.50 are deferred. The option to defer the payment of special assessments terminates, and the amount shall become due upon the occurrence of any one of the following:

   a. the death of the Applicant when there is no spouse who is eligible for deferment;

   b. the sale, transfer or subdivision of all or any part of the Subject Property;

   c. loss of homestead status on the Subject Property; or

   d. determination by Council for any reason that there would be no hardship upon the Applicant to require immediate or partial payment.

3. That the City Clerk shall file the deferred assessments with the County Auditor and the County Recorder of Freeborn County.

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 23rd day of November, 2026

_____
Mayor Rich Murray

Filed and attested this 24th day of November, 2026

_____
Secretary of the Council

RESOLUTION 26-

Introduced by Councilor

RESOLUTION APPROVING TORCH RELAY AGREEMENT BETWEEN
THE LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC GAMES 2028 ("LA28")
AND THE CITY OF ALBERT LEA ("CITY")

WHEREAS, the Los Angeles Organizing Committee for the 2028 Olympic and Paralympic Games (LA28) is coordinating the 2028 Olympic Torch Relay, which will travel throughout all fifty states prior to arriving in Los Angeles, California, for the Opening Ceremony of the 2028 Olympic Games on July 14, 2028; and

WHEREAS, LA28 has invited the City of Albert Lea to participate, at no direct fee to LA28, in the 2028 Olympic Torch Relay by welcoming the Olympic Flame into the community as part of this historic national event; and

WHEREAS, participation in the Torch Relay provides the City with an opportunity to showcase its community, history, culture, and regional identity while promoting civic pride, community engagement, and international recognition; and

WHEREAS, LA28 will have overall responsibility for coordinating and staging the Torch Relay, while the City will provide planning, logistical, operational, public safety, and other support services necessary for the successful passage of the Relay through the community; and

WHEREAS, the proposed Torch Relay Agreement outlines the respective responsibilities of LA28 and the City, including the establishment of a Community Task Force, coordination of the local Relay route, provision of public safety and municipal services, access to City facilities, and compliance with applicable confidentiality, marketing, and branding requirements; and

WHEREAS, the agreement requires the City to provide applicable services and resources at no cost to LA28, including certain permit and fee waivers, and may result in staffing, operational, and other financial commitments to be determined through the planning process; and

WHEREAS, the City Council finds that participation in the 2028 Olympic Torch Relay presents a unique opportunity to represent the community as part of a nationally and internationally recognized event, subject to the City's ability to meet its obligations and manage associated costs and resources;

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

Sec. 1. The City Council hereby approves the City's participation in the 2028 Olympic Torch Relay, coordinated by LA28, subject to the terms and conditions of the Torch Relay Agreement.

Sec. 2. The City Council authorizes the Mayor and/or other designated City official to execute the Torch Relay Agreement with LA28, substantially in the form presented to the City Council.

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 motion passed.

Introduced and passed this 23rd day of November, 2026

_____
Mayor Rich Murray

Filed and attested this 24th day of November, 2026

_____
Secretary of the Council

RESOLUTION 26-

Introduced by Councilor

RESOLUTION AUTHORIZING A HOUSING TAX ABATEMENT ON PROPERTY WITHIN THE CITY OF ALBERT LEA FOR THE PURPOSE OF FUNDING COSTS FOR CONSTRUCTION OF A SINGLE-FAMILY HOME

WHEREAS**,** the City of Albert Lea's (the "City") position as it relates to the use of Housing Tax Abatement is to provide incentives that encourage the construction or reconstruction of residential housing units and to increase the tax base within the City of Albert Lea; and

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

WHEREAS, the City has adopted the Albert Lea Tax Abatement Housing Assistance Policy; and

WHEREAS**,** any person who obtains formal approval from the appropriate local jurisdictions between January 1, 2022, and December 31, 2026, shall be eligible to receive up to 100% tax abatement of the increased real estate taxes resulting from the new construction of the increment value over three years, with the potential of an additional three years at 50%; and

WHEREAS**,** the name of the resident who has made an application to the City of Albert Lea for tax abatement, as well as the parcel number and legal description, are described as:

Mark Attig ("Property Owner")
Parcel Number 34-478-0311
Legal Description:

All that part of Government Lot 3, Section 18, Township 102 North, Range 21 West, Freeborn County, Minnesota, described as follows:

Commencing at the northwest corner of Government Lot 3, Section 18**,** Township 102 North, Range 21 West; thence North 89°02'17" East a distance of 586.86 feet, on an assumed bearing on the north line of said Government Lot 3, to the point of beginning;

thence South 89°02'17" West a distance of 119.78 feet, on a reverse of the last described line on the north line of said Government Lot 3;

thence South 01°45'56" East a distance of 340.70 feet;

thence South 88°14'04" West a distance of 288.00 feet;

thence South 01°36'20" East a distance of 4.32 feet;

thence South 86°19'23" West a distance of 146.68 feet, to a point 33.00 feet east of the west line of said Government Lot 3;

thence South 01°41'48" East a distance of 415 feet more or less on a line parallel with and 33.00

feet east of the west line of said Government Lot 3, to a point on the northerly shoreline of Pickerel Lake;

thence Southeasterly and Southerly a distance of 815 feet more or less, along the northerly shoreline of Pickerel Lake to a point on the south line of said Government Lot 3;

thence North 89°02'17" East a distance of 122.69 feet, on the south line of said Government Lot 3, to the point of intersection with a line bearing South 01°36'20" East from the point of beginning, which point is 735.79 feet west of the southeast corner of said Government Lot 3;

thence North 01°36'20" West a distance of 1323.91 feet, to the point of beginning;

subject to highway easement on the northerly-most side thereof.

Abstract property

WHEREAS**,** the property owner has met the statutory requirements as outlined under Minnesota Statute 469.1813 as well as the City of Albert Lea Tax Abatement Housing Assistance Policy guidelines for abatement;

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

1. The City Council finds that the benefits to the City from the abatement will be at least equal to the costs to the City of the abatement; the construction will benefit the Property and increase the tax base. As such, the abatement meets the mandatory minimum approval requirements and serves the public interest.

2. The City Council held a public hearing on the Housing Tax Abatement, and said hearing was preceded by at least ten (10) days, but not more than thirty (30) days, of published notice.

3. The Housing Tax Abatement Property is not located in a tax increment financing district.

4. The City does hereby grant an abatement of the City's share of real estate taxes upon the above-described Property for the improvements of a single-family dwelling on the subject Property.

5. The Housing Tax Abatement will commence with the receipt of the Certificate of Occupancy, or not more than one (1) year following approval of the taxing authority's resolution, whichever is first, and shall continue for four (4) years with the ability to extend another two (2) years under the criteria for abatement additions.

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

7. The Housing Tax Abatement shall be limited to the increase in property taxes resulting from the improvement of the Property. Land values are not eligible and will not be abated.

8. The Housing Tax Abatement shall be null and void if construction is not commenced within six (6) months of the approval of this Resolution or if the real estate taxes are not paid

on or before the respective payment deadlines annually.

9. The Abatement shall be subject to all terms and limitations of the Abatement Law pursuant to Minn. Stat. § 469.1813.

10. The Abatement may be modified only if agreed to in writing by the City and the Property Owner.

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 23rd day of November, 2026

_____
Mayor Rich Murray

Filed and attested this 23rd day of November, 2026

_____
Secretary of the Council

Resolution 26-

Introduced by Councilor

RESOLUTION ACCEPTING THE OFFER OF THE MINNESOTA PUBLIC FACILITIES AUTHORITY TO PURCHASE A $595,420 TAXABLE GRANT ANTICIPATION REVENUE NOTE OF 2026B, PROVIDING FOR ITS ISSUANCE AND AUTHORIZING EXECUTION OF A MINNESOTA PUBLIC FACILITIES AUTHORITY MASTER LOAN (BOND PURCHASE) AND/OR GRANT AGREEMENT AND A LEAD SERVICE LINE REPLACEMENT PROGRAM PROJECT ORDER ID Albert Lea_LSLR_03 MDH PROJECT ID 1240001-06.

A. WHEREAS, the City Council (the "City Council") of the City of Albert Lea, Minnesota (the "City"), has heretofore applied for loans and grant funding from the Minnesota Public Facilities Authority (the "PFA") to provide financing pursuant to Minnesota Statutes, Chapters 444 and 475, as amended, including specifically Section 475.61 Subd. 5, for municipal water system improvements, including the replacement of lead service lines, as identified in the city's application to PFA (the "Project"); and

B. WHEREAS, the City has applied for loans and grants from the PFA pursuant to such program and the PFA has committed to make a loan to the City in the principal amount of $595,420, to be disbursed and repaid in accordance with the terms of a Minnesota Public Facilities Authority Master Loan (Bond Purchase) and/or Grant Agreement ID Albert Lea_LSLR_00, (the "Master Agreement") and a Lead Service Line Replacement Program Project Order ID Albert Lea_LSLR_03 MDH Project ID 1240001-06 (the "Project Order") copies of which have been presented to the City Council and are on file with the City Manager; and

C. WHEREAS, the City is proposing to issue its $595,420 Taxable Grant Anticipation Revenue Note of 2026B (the "Note") pursuant to the terms of Minnesota Statutes, Chapters 444 and 475, as amended, including Section 475.61 Subd. 5; and

D. WHEREAS, in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(4) and 2(9), the City is authorized to issue obligations to a board, department or agency of the State of Minnesota by negotiation and without advertisement for bids and the PFA is, and has represented that it is, a board, department or agency of the State of Minnesota; and

E. WHEREAS, the City has applied to the PFA for a grant (the "Grant") and the PFA will award the Grant to the City in an amount equal to or greater than the principal amount of the Note; and

F. WHEREAS, the Grant will be sufficient to repay the full amount of the Note, if the City complies with the requirements of the Master Agreement and the Project Order; and

G. WHEREAS, the City owns and operates a municipal water system (the "Water System") and a sanitary sewer system (the "Sewer System," and together with the Water System, the "System") as separate revenue producing public utilities; and

H. WHEREAS, the net revenues of the Water System are pledged to the payment of the principal and interest of the City's outstanding (1) General Obligation Improvement and Water Revenue Note, Series 2019B, in the original principal amount of $466,767, dated May 29, 2019; (2) "Utility Revenue Bonds" portion of General Obligation Bonds, Series 2021A, in the original principal amount of $2,225,000, dated June 3, 2021; (3) General Obligation Utility Revenue Bonds, Series 2021B, in the original principal amount of $7,155,000, dated October 21, 2021; and (4) $1,850,000 original principal amount, of which a portion was designated the "Utility Revenue Portion" of the General Obligation Bonds, Series 2026A, dated July 30, 2026 (collectively, the "Outstanding Water Bonds"); and

I. WHEREAS, the net revenues of the System are pledged to the payment of the principal and interest of the City's outstanding (1) "Utility Revenue Bonds" portion of General Obligation Bonds, Series 2020A, in the original principal amount of $4,885,000, dated August 4, 2020; (2) "Water Revenue Bonds" portion and "Sanitary Sewer Revenue Bonds" portion of General Obligation Bonds, Series 2022A, in the original principal amount of $4,990,000, dated July 14, 2022; and (3) "Utility Revenue Portion" of General Obligation Bonds, Series 2024B, in the original principal amount of $15,475,000, dated July 25, 2024 (together, the "Outstanding System Bonds"); and

J. WHEREAS, the principal of and interest on the Note shall be paid primarily from the Grant, net revenues of the Water System, or long-term definitive obligations which the City shall offer for sale in advance of the maturity of the Note if not paid from the Grant or net revenues of the Water System; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Albert Lea, Freeborn County, Minnesota, as follows:

1. Acceptance of Offer; Payment. The offer of the PFA to purchase a $595,420 Taxable Grant Anticipation Revenue Note of 2026B of the City, at the rate of interest hereinafter set forth, and to pay therefor the sum of $595,420 as provided below, is hereby accepted, and the sale of the Note is hereby awarded to the PFA. The City Council approves the acceptance of the Grant from the PFA to provide for the repayment of the Note. Payment for the Note shall be disbursed in installments as eligible costs of the Project are reimbursed or paid, all as provided in the Master Agreement.

2. Title; Date; Denomination; Interest Rates; Maturity. The Note shall be a fully registered negotiable obligation, shall be titled "Taxable Grant Anticipation Revenue Note of 2026B", shall be dated as of the date of delivery and shall be issued forthwith. The Note shall be in the principal amount of $595,420, or so much thereof as shall be disbursed pursuant to the Master Agreement. The Note shall bear interest at zero percent (0.0%) per annum. Principal on the Note shall not be more than three years from its date of issuance with principal payable at maturity or such earlier date as required by the Master Agreement and the applicable project order.

If the full principal amount of the Note is never disbursed, the amount of the principal not disbursed shall be applied to reduce each unpaid principal installment in the proportion that such

installment bears to the total of all unpaid principal installments (i.e. the remaining principal payment schedule shall be reamortized to provide proportionately reduced principal payments). Principal due under the Note will be paid by wire payment or by e-check for receipt three (3) business days prior to the payment date to the person in whose name the Note is registered, in any coin or currency of the United States which at the time of payment is legal tender for public and private debts.

3. Purpose; Cost. The proceeds of the Note shall provide funds to finance construction of the Project. The total cost of the construction of the Project, including legal and other professional charges, publication and printing costs, interest accruing on money borrowed for the Project before the collection of net revenues pledged and appropriated therefor, and all other costs necessarily incurred and to be incurred from the inception to the completion of the Project, is estimated to be at least equal to the amount of the Note. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Master Agreement and Project Order. The Master Agreement and the Project Order are hereby approved in substantially the forms presented to the City Council, and in the form executed are hereby incorporated by reference and made a part of this Authorizing Resolution. Each and all of the provisions of this Authorizing Resolution relating to the Note are intended to be consistent with the provisions of the Master Agreement and the Project Order, and to the extent that any provision in the Master Agreement and the Project Order are in conflict with this Authorizing Resolution as it relates to the Note, then that provision shall control and this Authorizing Resolution shall be deemed accordingly modified. The Mayor (or his or her designee), the City Manager (or his or her proper designee), and the Finance Director (or his or her designee), are hereby authorized and directed to execute the Master Agreement and the Project Order. The execution of the Master Agreement and the Project Order by the appropriate officials shall be conclusive evidence of the approval of the Master Agreement and the Project Order in accordance with the terms hereof. The electronic signature of the City Manager and the Finance Director to the Master Agreement and the Project Order and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

5. Redemption. This Note shall be subject to redemption and prepayment in whole or in part at the option of the City or mandatorily as provided in the Master Agreement and the Project Order, but only with the written consent of the PFA. If redemption is in part, each installment of principal shall be prepaid in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be

reamortized to provide proportionally reduced principal payments), unless the City and the holder of this Note agree to a different result.

6. Registration of Note. At the time of issuance and delivery of the Note, the officer of the City performing the functions of the Finance Director (the "Finance Director") shall register the Note in the name of the payee in a note register which the Finance Director and the officer's successors in office shall maintain for the purpose of registering the ownership of the Note. The Note shall be prepared for execution with an appropriate text and spaces for notation of registration. The force and effect of such registration shall be as stated in the form of Note hereinafter set forth. Payment of principal installments, whether upon redemption or otherwise, made with respect to the Note, may be made to the registered holder thereof or to the registered holder's legal representative, without presentation or surrender of the Note.

7. Form of Note. The Note, together with the Certificate of Registration attached thereto, shall be in substantially the form set forth on Exhibit A attached hereto.

8. Execution. The Note shall be executed on behalf of the City by the electronic signatures or manual signatures of its Mayor and City Manager; the seal of the City has been intentionally omitted as permitted by law. The electronic signature of the Mayor and/or the City Manager to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. In the event of disability or resignation or other absence of either such officer, the Note may be signed by electronic signature or manual signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

9. Delivery; Application of Proceeds. The Note when so prepared and executed shall be delivered by the Finance Director to the purchaser thereof prior to disbursements pursuant to the Master Agreement, and the purchaser shall not be obliged to see to the proper application thereof.

10. Fund and Accounts. There has heretofore been created a separate fund in the City treasury designated the Water Fund (the "Fund"). The Finance Director and all municipal officials and employees concerned therewith shall maintain financial records of the receipts and disbursements of the Water System in accordance with the resolutions establishing the Fund. The Operation and Maintenance Account heretofore established by the City for the Water System shall continue to be maintained in the manner heretofore and herein provided by the City. All moneys remaining after paying or providing for the items set forth in the resolution establishing

the Operation and Maintenance Account shall constitute and are referred to as "net revenues" until the Note has been paid. There shall be maintained in the Fund the following accounts:

(a) A "PFA Construction Account", to which shall be credited all proceeds received from the sale of the Note. The Note shall be the only source of moneys credited to the PFA Construction Account. It is recognized that the sale proceeds of the Note are received in reimbursement for costs expended on the Project or in direct payment of such costs, and that accordingly the moneys need not be placed in the PFA Construction Account upon receipt but may be applied immediately to reimburse the source from which the expenditure was made. The moneys in the PFA Construction Account shall be used solely for the purpose of paying for the cost of constructing the Project, including all costs enumerated in Minnesota Statutes, Section 475.65, provided that such moneys shall only be expended for costs and expenses which are permitted under the Master Agreement. Upon completion of the Project and the payment of the costs thereof, any surplus shall be transferred to the PFA Debt Service Account.

(b) "PFA Debt Service Account", to which shall be irrevocably appropriated, pledged and credited: (1) the Grant proceeds; (2) net revenues of the Water System in an amount together with the Grant proceeds sufficient to pay the principal of, the Note when due; (3) all investment earnings on moneys held in the PFA Debt Service Account; (4) the proceeds of any definitive bond or additional temporary bonds in an amount, together with other moneys then on hand irrevocably appropriated to said account, as is necessary to pay the principal of on the Note; (5) any amounts transferred from the PFA Construction Account; and (6) any other moneys which are properly available and are appropriated by the City Council to the PFA Debt Service Account. The moneys in the PFA Debt Service Account shall be used only to pay or prepay the principal of, the Note.

11. Pledge of Proceeds of Definitive Bond or Additional Temporary Bonds and Net Revenues; Coverage Test. To provide moneys for the prompt and full payment of principal on the Note, the City shall issue and sell the definitive bond or additional temporary bonds for delivery and payment at or prior to the maturity date of the Note, if the Grant proceeds and net revenues of the Water System are insufficient to pay the Note on the maturity date. It is hereby found, determined and declared that the Grant proceeds, the proceeds of the definitive bond or additional temporary bonds and the net revenues of the Water System, are sufficient in amount to pay when due the principal of on the Note. It is hereby found, determined and declared that the net revenues of the Water System, are sufficient in amount to pay when due the principal of and interest on the Outstanding Water Bonds and a sum at least five percent in excess thereof. It is hereby found, determined and declared that the net revenues of the System are sufficient in amount to pay when due the principal of and interest on the Outstanding System Bonds and a sum at least five percent in excess thereof. The net revenues of the Water System are hereby pledged on a parity lien with the Outstanding Water Bonds and the Outstanding System Bonds and shall be applied for that purpose, but solely to the extent required to meet, together with other pledged sums, the principal requirements of the Note.

Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the Water System for the payment of other or

additional obligations of the City, provided that it has first been determined by the City Council that the estimated net revenues of the Water System will be sufficient, in addition to the Grant and proceeds of the definitive or additional temporary bonds and all other sources, for the payment of the Note and such additional obligations, and any such pledge and appropriation of the net revenues may be made superior or subordinate to, or on a parity with, the pledge and appropriation herein.

12. Pledge to Produce Revenues. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the holder of the Note that it will impose and collect charges for the service, use and availability and connection to the Water System at the times and in the amounts required to produce net revenues together with the Grant proceeds and proceeds of the additional temporary bonds or the definitive bonds, adequate to pay all principal and interest when due on the Note. Minnesota Statutes, Section 444.075, Subdivision 2, provides as follows: "Real estate tax revenues should be used only, and then on a temporary basis, to pay general or special obligations when the other revenues are insufficient to meet the obligations".

13. Certificate of Registration. The City Manager is hereby directed to file a certified copy of this resolution with the County Auditor of Freeborn County, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's certificate that the Note has been entered in the County Auditor's Bond Register.

14. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the PFA, and to the attorneys approving the legality of the issuance of the Note, certified copies of all proceedings and records of the City relating to the Note and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

15. Bondholder Covenant. The provisions of this resolution constitute a covenant with the holder of the Note and the definitive bond or additional temporary bonds to be issued to refund the Note and, with respect to the payment of funds to the PFA Debt Service Account, a pledge of those funds for the benefit of the holder of the Note payable therefrom.

16. Conditions Prior to Issuance of a Definitive Bond and Prepayment of the Note. It is hereby found, determined and declared that all conditions precedent to the offering of definitive bonds of the City have been met and exist.

17. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

18. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

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

Introduced and passed this 23rd day of November, 2026

_____

Mayor Rich Murray

Filed and attested this 24th day of November, 2026

_____

Secretary of the Council

STATE OF MINNESOTA
COUNTY OF FREEBORN
CITY OF ALBERT LEA

I, the undersigned, being the duly qualified and acting City Clerk of the City of Albert Lea, Minnesota DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to the $595,420 Taxable Grant Anticipation Revenue Note of 2026B.

WITNESS my hand and the City's seal on November 23, 2026.

_____
City Clerk

(SEAL)

EXHIBIT A

(FORM OF NOTE)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF FREEBORN
CITY OF ALBERT LEA

$595,420 TAXABLE GRANT ANTICIPATION REVENUE NOTE OF 2026B

Interest Rate	Maturity Date	Date of Original Issue
0.00%	June 30, 2029	XXXXXXXXXX

Registered Owner: MINNESOTA PUBLIC FACILITIES AUTHORITY

Principal Amount: FIVE HUNDRED NINETY FIVE THOUSAND FOUR HUNDRED TWENTY DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Albert Lea, Freeborn County, Minnesota (the "City"), certifies that it is indebted and for value received promises to pay to the Minnesota Public Facilities Authority (the "PFA") or the registered assign, the principal sum of FIVE HUNDRED NINETY FIVE THOUSAND FOUR HUNDRED TWENTY DOLLARS ($595,420), or so much thereof as shall be disbursed, solely from the source and in the manner hereinafter set forth, at maturity or such earlier date as required by the Minnesota Public Facilities Authority Master Loan (Bond Purchase) and/or Grant Agreement ID Albert Lea_LSLR_00 (the "Master Agreement") and Lead Service Line Replacement Program Project Order ID Albert Lea_LSLR_03 MDH Project ID 1240001-06 (the "Project Order") by and between the State of Minnesota through the PFA and the City and the applicable project order.

Interest and Principal Payments. No interest shall be payable on this Note. Principal on this Note is payable on the Maturity Date. If the full principal amount of this Note is never disbursed, the amount of the principal not disbursed shall be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be reamortized to provide proportionately reduced principal payments). Principal due under this Note will be paid by wire payment or by e-check for receipt three (3) business days prior to the payment date to the person in whose name this Note is registered, in any coin or currency of the United States which at the time of payment is legal tender for public and private debts.

Redemption. This Note shall be subject to redemption and prepayment in whole or in part at the option of the City or mandatorily as provided in the Master Agreement and the applicable project order, but only with the written consent of the PFA. If redemption is in part, each installment of principal shall be prepaid in the proportion that such installment bears to the total

of all unpaid principal installments (i.e., the remaining principal payment schedule shall be reamortized to provide proportionally reduced principal payments), unless the City and the holder of this Note agree to a different result.

Issuance; Purpose; Security. This Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and the Charter of the Issuer, and pursuant to a resolution adopted by the City Council of the Issuer on November 23, 2026 (the "Authorizing Resolution"), to (i) provide funding for the planning, design, inspection, project implementation, and construction costs that are not funded by one or more grants from the State of Minnesota for the lead pipe replacement program (the "Project") in the City which will be implemented in phases, and (ii) costs of issuance of this Note as more fully described in the Authorizing Resolution. The City applied for a grant and the PFA will award the grant (the "Grant") to the City in an amount greater than he principal amount of the Note. The Note is payable primarily from the Grant. If the Grant is insufficient to pay the Note, the Note is payable from the net revenues to be derived from the operation of the municipal water system (the "Water System") of the City and from the proceeds of the definitive bond or additional temporary bonds which the City is required by law to issue at or prior to the maturity of this Note for the purpose of refunding the same if the net revenues of the Water System theretofore collected, or any other municipal funds which are properly available and are appropriated by the City Council for such purposes, are not sufficient for the full payment thereof. This Note is not a general or moral obligation of the City.

Registration; Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the City's Finance Director, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Note may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the registered owner or his, her or its legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the City's Finance Director.

Fees upon Transfer or Loss. The Finance Director may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer of this Note and any legal or unusual costs regarding transfers and-lost notes.

Master Agreement and Project Order. Additional provisions of this Note are contained in the Master Agreement and Project Order and such provisions shall for all purposes have the same effect as though fully set forth at this place.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota and the Charter of the Issuer to be done, to happen and to be performed, precedent to and in the issuance of this Note in order to make it a

valid and binding special obligation of the City, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that this Note, together with all other debts of the Issuer outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any city charter, constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Albert Lea, Freeborn County, Minnesota, by its City Council has caused this Note to be executed on its behalf by the manual signatures of its Mayor and of its City Manager, and the corporate seal of the City having been intentionally omitted as permitted by law, all as of XXXXXXXX, 2026.

CITY OF ALBERT LEA,
FREEBORN COUNTY, MINNESOTA

_____
Mayor

_____
City Manager

CERTIFICATE OF REGISTRATION

CITY OF ALBERT LEA, MINNESOTA
$595,420 TAXABLE GRANT ANTICIPATION REVENUE NOTE OF 2026B

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

DATE OF REGISTRATION	REGISTERED OWNER	SIGNATURE OF FINANCE DIRECTOR
XXXXXXX	Minnesota Public Facilities Authority Saint Paul, Minnesota Federal Employer Identification No. 41-6007162	XXXXXXXXXXXXX

RESOLUTION 26

Introduced by Councilor

RESOLUTION AUTHORIZING EXECUTION OF GREAT RIVER GREENING MEMORANDUM OF UNDERSTANDING GRANT FOR REMOVAL OF TREES AND TREE REPLACEMENT - 2026 Misc. 356

WHEREAS, the Parks Department was contacted by Great River Greening (GREENING), a 501c3 non-profit group located in St. Paul, with a program to partner work on public property that qualify by the Climate Justice Screening Tool, as disadvantaged areas, with the goal of increasing tree canopy in three census zones located in the southern portion of Albert Lea. The program has a full circle approach for conducting a Cooling of Minnesota Communities project; and

WHEREAS, work to be completed by GREENING includes contracted tree removal, and planting and watering newly planted trees for 3 years or until the end of the grant (projected to be February of 2029), whichever comes first. Work will be done by GREENING supervised contracted crews; and

WHEREAS, it is anticipated that approximately 35 trees will be removed and replaced at a two to one ratio.

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

Sec. 1. That the Mayor or City Manager are hereby authorized to execute the Memo of Understanding Grant on behalf of the City of Albert Lea.

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, read and passed this 23rd day of November, 2026

_____
Mayor Rich Murray

Filed and attested this 24th day of November, 2026

_____
Secretary to the Council

COOLING MINNESOTA COMMUNITIES
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ALBERT LEA AND GREAT RIVER GREENING

I. **Parties.** This **Memorandum of Understanding (MOU)** is made is made the ____ ***Of November, 2026*** between **Great River Greening (hereinafter referred to as "GREENING"),** a 501c3 non-profit located in St. Paul, Minnesota and **the City of Albert Lea (hereinafter referred to as the "City"),** a municipal corporation and political subdivision of the state of Minnesota.

II. **Scope of Services and Responsibilities**. GREENING and City agree to partner to work on public property in the three census tracts in the city that qualify by the Climate and Economic Justice Screening Tool (hereinafter referred to as "CEJST") as disadvantaged areas, with the goal of increasing tree canopy.

Responsibilities
GREENING Responsibilities. GREENING agrees to provide the following list of services:

- Full and complete administration of the federally funded grant received from the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program
- Fiscal authority over project costs and activities
- Tree removal (GREENING will coordinate with a contractor)
- Tree planting (work will be done by GREENING field staff, contractors, and/or supervised volunteers)
- Watering of newly planted trees for three (3) years or until end of grant, whichever comes first (work will be done by GREENING supervised contracted crews)
- Grant reporting and administration (work will be done by GREENING with inputs from City)

City Responsibilities. The City agrees to provide the following list of services:

- Provide maps and other existing documentation relevant to the program
- Provide a point of contact
- Support logistical and/or coordination requests for tree giveaways and during events
- Comply with regular data requests to support reporting obligations

III. **Indemnification.** The City shall indemnify GREENING and hold it harmless from and against any loss, claims, liabilities, damages and costs, including reasonable attorney's fees, related to the Project or the performance of their services pursuant to this Agreement, unless caused by the negligence of GREENING, its agents or employees.

GREENING shall indemnify the City and hold it harmless from and against any loss, claims, liabilities, damages and costs, including reasonable attorney's fees, related to the Project or the performance of their services pursuant to this Agreement, unless caused by the negligence of the City, its agents or employees.

GREENING shall indemnify the City and hold it harmless from and against any federal grant compliance requirements undisclosed to the City for which the City is responsible, including but not limited to, labor, anti-discrimination, reporting, or record keeping requirements. GREENING shall be responsible for any associated penalties or consequences related to undisclosed federal compliance requirements.

IV. **Amendment.** This Agreement may be amended only in a written document signed by both parties.

V. **Independent Contractors.** Each party, its officers, agents and employees are at all times an independent contractor to the other party. Nothing in this Agreement shall be construed to make or render either party or any of its officers, agents, or employees an agent, servant, or employee of, or joint venture of or with, the other.

VI. **Entire Agreement.** This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter of this Agreement, and it supersedes all prior and concurrent agreements, understandings, promises or representations, whether written or oral, made by either party to the other concerning such subject matter.

VII. **Published Materials.** All proposed published materials should include appropriate acknowledgement of funding, per guidance established by the USDA Forest Service. The City is required to submit all proposed published materials to GREENING prior to publishing for review and approval. No materials can be published without written approval by GREENING.

VIII. **Insurance.** GREENING agrees to maintain during the term of this Consulting Contract the following insurance: Workers Compensation Insurance, Commercial General Liability (with coverage no more restrictive than that provided for by standard ISO Form CG0001 (04/13) with standard exclusions "a" through "n") with a minimum limit of

$1,000,000.00 per occurrence and $2,000,000.00 in the aggregate for bodily injury and property damages, the limit specified may be satisfied with a combination of primary and Umbrella/Excess Insurance. The certificate of insurance shall name the City of Albert Lea, its officials, employees, and agents as additional insured. The City shall have the right to request review of the certificate of insurance at any time during the life of this agreement.

IX. **Waiver.** The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of the right to enforce or require compliance with such provision.

X. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota and the federal government.

XI. **Termination**. This agreement may be terminated by either party, with or without cause upon 30 days written notice to GREENING or the Authorized Agent of the City.

XII. **Completion.** Work for this Project will be performed by **February 28th, 2029**, unless circumstances beyond GREENING's control that prevents GREENING from completing the Project.

Authorized Representatives

Contracting Agent
Great River Greening

Project Manager
Katie Edmond

Address
251 Starkey Street, Suite 2200
Saint Paul, MN 55107

Contact Phone Number
(952) 239-9515

Email Address
kedmond@greatrivergreening.org

Landowner
City of Albert Lea

Authorized Contact
Ben Bangert

Address
414 Commercial St.
Albert Lea, 56007, MN

Contact Phone Number
507-377-4313

Email Address
bbangert@ci.albertlea.mn.us

The Grantee and the Subcontractor hereby each certify that it is the authorized representative and appropriate signatory for this Agreement. The authorized signatory representative below can differ from the authorized representative (main contact) listed above.

Grantee Authorized Representative Great River Greening	Landowner Authorized Representative(s) Albert Lea
Signature: _____	Signature: _____
Name: Kateri Routh	Name:
Title: Executive Director	Title:
Date: _____	Date: _____

Grant Manager Initials:
Conservation Director Initials:
Director of Finance Initials:

DRAFT

RESOLUTION 26-

Introduced by Councilor

RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT OF ATTIG SUBDIVISION

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

WHEREAS, the Planning Commission held a public hearing on November 17, 2026 and reviewed the preliminary plat of Attig Subdivision in accordance with Chapter 38 of the City Code;

WHEREAS, the Planning Commission and recommends approval of the preliminary and final plat of Attig Subdivision; and

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

Sec. 1. That the final plat of Attig Subdivision, prepared by Jones, Haugh & Smith Inc dated October, 2026 is approved contingent upon the above stated.

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

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

Introduced and passed this 23rd day of November, 2026

_____
Mayor Rich Murray

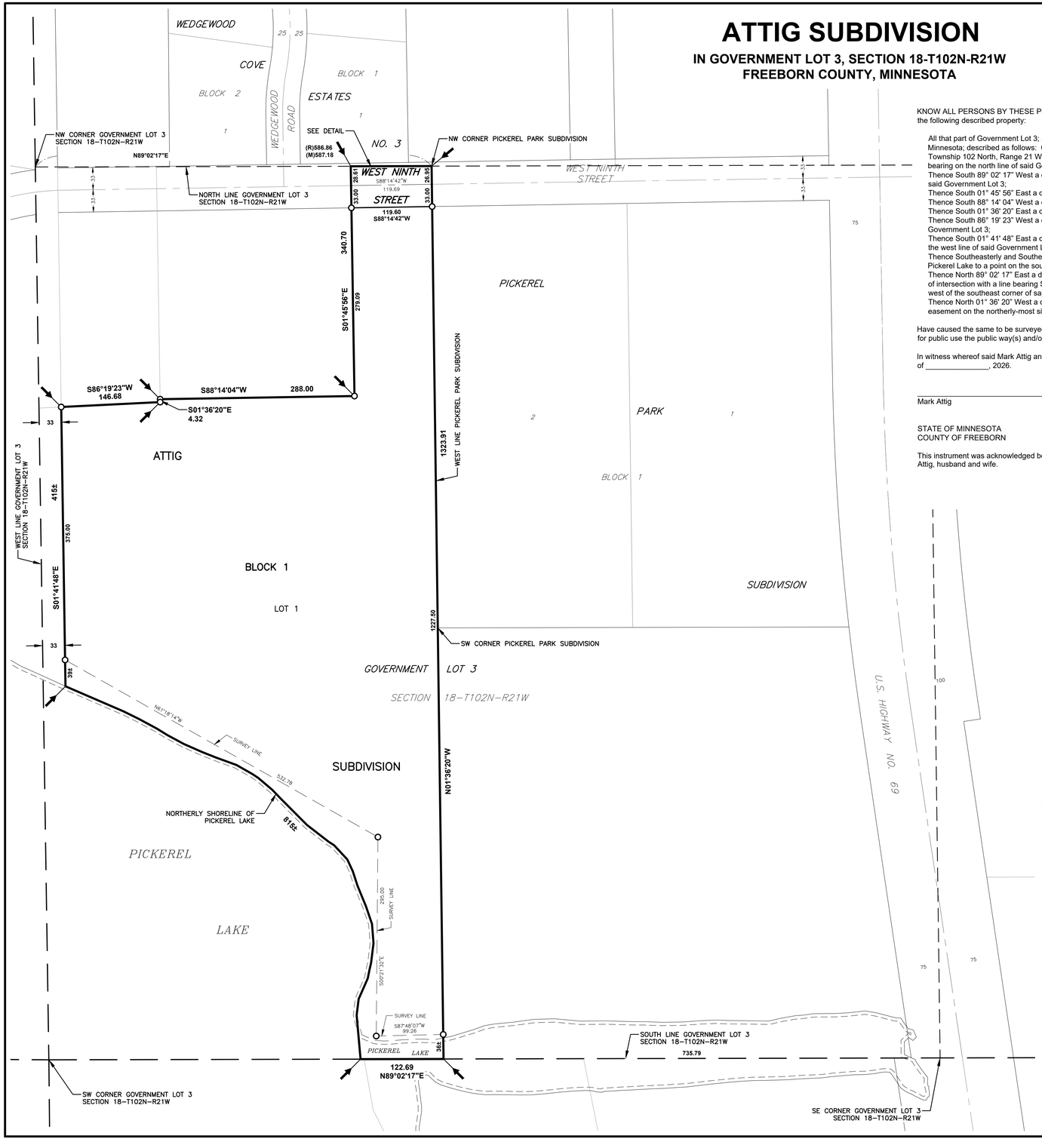
Filed and attested this 24th day of November, 2026

_____
Secretary of the Council

COPY

ATTIG SUBDIVISION

IN GOVERNMENT LOT 3, SECTION 18-T102N-R21W
FREEBORN COUNTY, MINNESOTA



CERTIFICATE OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That Mark Attig and Casie Attig, husband and wife, and owners, of the following described property:

All that part of Government Lot 3; Section 18, Township 102 North, Range 21 West, Freeborn County, Minnesota; described as follows: Commencing at the northwest corner of Government Lot 3, Section 18, Township 102 North, Range 21 West; thence North 89° 02' 17" East a distance of 586.86 feet, on an assumed bearing on the north line of said Government Lot 3, to the point of beginning;
Thence South 89° 02' 17" West a distance of 119.78, on a reverse of the last described line on the north line of said Government Lot 3;
Thence South 01° 45' 56" East a distance of 340.70 feet;
Thence South 88° 14' 04" West a distance of 288.00 feet;
Thence South 01° 36' 20" East a distance of 4.32 feet;
Thence South 86° 19' 23" West a distance of 146.68 feet, to a point 33.00 feet east of the west line of said Government Lot 3;
Thence South 01° 41' 48" East a distance of 415 feet more or less on a line parallel with and 33.00 feet east of the west line of said Government Lot 3; to a point on the northerly shoreline of Pickerel Lake;
Thence Southeasterly and Southerly a distance of 815 feet more or less, along the northerly shoreline or Pickerel Lake to a point on the south line of said Government Lot 3;
Thence North 89° 02' 17" East a distance of 122.69 feet, on the south line of said Government Lot 3, to the point of intersection with a line bearing South 01° 36' 20" East from the point of beginning, which point is 735.79 feet west of the southeast corner of said Government Lot 3;
Thence North 01° 36' 20" West a distance of 1323.91 feet, to the point of beginning; subject to highway easement on the northerly-most side thereof.

Have caused the same to be surveyed and platted as ATTIG SUBDIVISION and do hereby dedicate to the public for public use the public way(s) and/or the drainage and utility easement(s) as shown on this plat.

In witness whereof said Mark Attig and Casie Attig, husband and wife, have hereunto set his hands this _____ day of _____, 2026.

_____ Mark Attig

_____ Casie Attig

STATE OF MINNESOTA
COUNTY OF FREEBORN

This instrument was acknowledged before me this _____ day of _____, 2026 by Mark Attig, and Casie Attig, husband and wife.

_____, Notary Public

My Commission Expires _____

SURVEYOR'S CERTIFICATE

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

Dated _____ day of _____, 2026.

_____
Licensed Land Surveyor
Minnesota Licensed No. 22705

STATE OF MINNESOTA
COUNTY OF FREEBORN
This Instrument was acknowledged before me on this _____ day of _____, 2026 by Steven J. Thompson.

_____, Notary Public

My Commission Expires _____

CITY APPROVAL

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

_____ Mayor

Attest: _____ City Clerk

COUNTY SURVEYOR

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

_____
Deputy Freeborn County Surveyor

COUNTY AUDITOR & TREASURER CERTIFICATE

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

_____
County Auditor & Treasurer,Freeborn County, Minnesota

COUNTY RECORDER'S CERTIFICATE

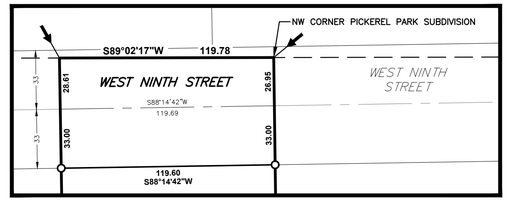
County Recorder, County of Freeborn, State of Minnesota

I hereby certify that this plat of ATTIG SUBDIVISION was filed in the office of the County Recorder for public record on this _____ day of _____ , 2026, at ____ o'clock ___M., and was duly filed as Document Number _____ .

_____
County Recorder, Freeborn County, Minnesota

By: _____
Deputy

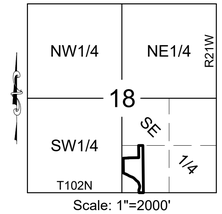
DETAIL:
SCALE: 1" = 40'





AREA
9.00 ACRES± (391,036 Ft^2)

VICINITY MAP



Scale: 1"=2000'

LEGEND

- ○ = 5/8 Inch X 16 Inch iron stake monument (capped SJT 22705)-Placed
- ● = Iron stake monument - Found
- ◄ = Subdivision Plat Corner
- Ⓤ = Utility Easement
- M = Measured Dimension
- R = Recorded Dimension

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

JONES, HAUGH & SMITH INC.
CONSULTING ENGINEERS & LAND SURVEYORS
515 SOUTH WASHINGTON AVENUE ALBERT LEA, MINNESOTA 56007

OCTOBER 2026

DRAWN BY ANDY MCGOWAN
26-360FP.dwg

RESOLUTION 26

Introduced by Councilor

RESOLUTION AUTHORIZING A MAIN CORRIDOR RENEWAL GRANT WITH JIM AND DUDES PROPERTIES LLC AT 1705 BROADWAY AVE SOUTH EAST

WHEREAS, the Main Corridor Renewal Grant Fund is intended to assist property owners that are interested in façade or 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; and

WHEREAS, Jim and Dudes Properties LLC, a limited liability company under the laws of Minnesota and legally described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 4, Edina Subdivision, City of Albert Lea, Freeborn County have applied for matching grant funds and the plan has been reviewed by the City's Building Official for the work at 1705 Broadway Ave SE; and

WHEREAS, the City has authorized a grant for of up to twenty-six thousand five hundred ninety-seven and 55/100 Dollars ($26,597.55) to be awarded to provide for improvements and restoration of certain areas of the property; and

WHEREAS, this consists of painting the building and added landscaping with up to thirteen thousand two hundred ninety-eight and 78/100 Dollars ($13,298.78) in matching funds for work completed.

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 Jim and Dudes Properties LLC, to facilitate the terms of the Main Corridor Renewal Grant Fund for the property located at 1705 Broadway Ave SE, 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 23rd day of November, 2026

_____
Mayor Rich Murray

Filed and attested this 24th day of November, 2026

_____
Secretary of the Council

CONSTRUCTION AWARD/GRANT AGREEMENT

THIS AGREEMENT, made and entered into as of November _____, 2026, by and between Jim & Dude's Properties, LLC located at 1705 Broadway Avenue Southeast in Albert Lea, Freeborn County, Minnesota (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"), pursuant to the terms of the Broadway Ridge Renewal Grant Fund ("BRRGF");

WHEREAS, Borrower has made application to Lender for an Award/Grant to pay half the costs of developing and constructing Improvements (as defined below) on the Land (as defined below); and

WHEREAS, Lender agrees to make a grant to Borrower in the amount hereinafter specified, subject to compliance with the terms and conditions of this Agreement and such other Award/Grant Documents as hereinafter defined.

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:

DEFINITIONS

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

Advance: An advance of Award/Grant proceeds by Lender to Borrower pursuant to Article I hereof.

Affiliate: Any member in Borrower, parent or subsidiary of Borrower, or entity controlled by or under common control with Borrower.

Agreement: This Construction Award/Grant Agreement as it may be modified, amended, supplemented, restated or replaced.

Award/Grant: The amount of the Grant awarded, up to twenty-six thousand five hundred ninety-seven and 55/100 dollars ($26,597.55), executed and delivered by Borrower to Lender in the amount of thirteen thousand two hundred ninety-eight and 78/100 dollars ($13,298.78) to evidence the Grant, as the same may be modified, amended, supplemental, extended, restated or replaced.

Award/Grant and Carrying Charges: All fees to Lender, all commitment fees, if any, to other lenders, brokerage fees, standby fees, interest charges, service fees, attorneys' fees (including reasonable attorneys' fees for Lender), contractors' fees, developers' fees, title insurance fees and charges, recording fees, registration taxes, real estate taxes, special assessments, insurance premiums and utility charges incurred and to be incurred by Borrower in connection with the Project and payable prior to or during the term of this Agreement.

Award/Grant Documents: The documents described in Section 2.2 of this Agreement, which evidence and secure the Award/Grant, including without limitation, the Award, this Agreement, the Disbursing Agreement, Easement and such other documents as Lender may reasonably require to be given to Lender as security for the Award/Grant, as any of the foregoing may be modified, amended, supplemented, restated or replaced.

Borrower: Jim & Dude's Properties, LLC, and its permitted successors and assigns.

Business Day: Any day other than a Saturday, a Sunday, or a legal holiday on which Lender is closed for business.

Broadway Ridge Renewal Grant Fund ("BRRGF"): Broadway Ridge Renewal Grant Fund.

Completion: The date as of which all Improvements are completed in accordance with the Plans, as approved by Lender, 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 Project Architect and by the Inspector, if any; certificate(s) of substantial completion in form reasonably acceptable to Lender for Improvements have been signed by Borrower, the Project Architect and the General Contractor and delivered to Lender, 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; Borrower has obtained and delivered to Lender 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 unadvanced balance of Award/Grant proceeds and/or Borrower deposits are sufficient to pay costs of lease-up and Tenant 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 one copy of an as-built survey of the Project which conforms with Lender's requirements; and no Event of Default exists hereunder.

Completion Date: December 31, 2026, or such earlier date on which Borrower has achieved Completion, and Borrower has fully complied with the requirements contained in Section 1.4 for the Final Advance of Award/Grant proceeds.

Construction Contract: The Construction Contract between Borrower and General Contractor for the furnishing of construction services to the Premises in connection with the development and construction of the Improvements, as it may be modified, amended, supplemented, restated or replaced.

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, disbursing agent fees, sales and marketing costs, property management costs, project maintenance costs, utilities expenses, interest charges, service fees, all Award/Grant and Carrying Charges, and all costs of labor, material and services paid or necessarily incurred by Borrower in connection with the construction of the Improvements, exclusive of Land costs and Tenant Improvements.

Consultants: Third-party experts retained by Lender to assist it in connection with closing, advancing, disbursing or administering the Award/Grant.

Disbursing Agreement: The Disbursing Agreement, of even date herewith, relating to the disbursement with this Agreement and the Disbursing Agreement, signed by Borrower and General Contractor, and otherwise in form and substance reasonably acceptable to Lender and Disbursing Agent.

Draw Request: An application for an Advance and disbursement of Award/Grant proceeds made in conformance with this Agreement and the Disbursing Agreement, signed by Borrower and General Contractor, and other in form and substance reasonably acceptable to Lender and Disbursing Agent.

Environmental Audit: A written environmental review, audit, assessment or report addressed to Lender, setting forth the results of an investigation of the Project, including a historical investigation of the uses and ownership of the Land, contacts with appropriate governmental agencies and any Tests which may be requested by Lender, prepared by a competent environmental engineer or consultant who is acceptable to Lender is licensed, bonded and insured in accordance with all applicable statutes.

Environmental Indemnity Agreement: The Environment and ADA Indemnity Agreement executed by the Indemnitors in favor of Lender, of even date herewith, as it may be modified, amended, supplemented, restated or replaced.

Equipment: All fixtures, equipment and personal property owned by Borrower and located or to be located in or on the Premises, and used in connection with the management, maintenance or operation of, the Project.

Event of Default: An Event of Default specified in Section 5.1 hereof.

Final Advance: As defined in Section 1.4 hereof.

General Contractor: Not applicable..

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

Grant: Amount awarded pursuant to BRRGF, or Award as defined above.

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

Indemnitor: Borrower.

Inspector: Member of City of Albert Lea Inspection Department.

Interest Rate: The interest rate to be paid as more fully described in the Award/Grant.

Land: The land legally described as:

> Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 4, Edina Subdivision, City of Albert Lea, Freeborn County;

together with all additions thereto and substitutions therefore agreed to by Borrower and Lender.

Lease: Any lease, sublease, license or other agreement relating to the occupancy of any portion of the Project executed by a Tenant and Borrower and all amendments and modifications thereto approved by Lender.

Lender: The City of Albert Lea, and its successors and assigns.

Permitted Encumbrances: The liens, charges and encumbrances on title to the Project, if any.

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

Pollutant: Any hazardous or toxic substance, waste or material, or other pollutant or contaminant (including but not limited to radioactive materials, gasoline, asbestos, urea-formaldehyde and polychlorinated biphenyls), as those terms are defined or used in any Governmental Requirement.

Premises: The Land and the Improvements.

Principal Balance: As defined in the Award/Grant.

Project: The Land, the Improvements on the Land, and the Equipment.

Project Architect: Not applicable..

Site Preparation Costs: All costs associated with the excavation, stabilization and remediation of the Land for construction of the Improvements, including without limitation, demolition contracts, refuse removal expenses, architectural and engineering expenses, geotechnical testing, excavation and site preparation contracts.

Sworn Construction Cost Statement: An itemized, certified statement of actual and estimated costs of the Project (excluding the Land) in a form acceptable to Lender, signed and sworn to by Borrower and the General Contractor, as the same may be amended or supplemented with the approval of Lender from time to time.

Tenant: Each tenant or subtenant under an executed Lease as to all or any portion of the Improvements.

Tenant Improvements: All finish improvements, if any, to the basic building shell of the Improvements for tenant space within the Improvements, as shown on the schedule thereof delivered by Borrower to Lender and approved by Lender.

Tests: Such soil tests, chemical tests, material tests and other tests and analyses as are appropriately required to confirm, with relative certainty, the absence of Pollutants from the Project.

Title Policy: An Award/Grant policy of title insurance in favor of Lender complying with the requirements of Lender, if requested by the Lender.

Total Project Costs: The total of all Construction Costs, Tenant Improvements and Award/Grant and Carrying Charges.

I. AWARD/GRANT; ADVANCES OF AWARD/GRANT PROCEEDS

Section 1.1 – General.

Lender agrees to award to Borrower the proceeds of the Award/Grant, from time to time, in accordance with the terms hereof and of the Award/Grant and the Disbursing Agreement, for the purpose of developing the project as further described in Section 4.4 herein. The Award/Grant shall be advanced in stages by Lender pursuant to the provisions of this Agreement and the Disbursing Agreement.

All monies advanced by Lender (including amounts payable to Lender and advanced by Lender to itself pursuant to the terms hereof) shall constitute Award/Grants made to Borrower under this Agreement, evidenced by the Award/Grant and secured by the Award/Grant Documents.

Section 1.2 – Restrictions on Advances.

Borrower covenants to Lender that if the total amount of the Award/Grant exceeds the amount needed to fully pay all costs allocations set forth on the Draw Request approved by Lender prior to each Advance, Lender shall not be required to Advance, and Borrower shall not be entitled to receive, the excess.

Section 1.3 – Conditions Precedent to Advances.

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

A. No Event of Default shall exist under the Award/Grant Documents as of the date of each Advance. The representations and warranties of Borrower contained in Article III hereof shall be true and correct as of the date of each Advance. Borrower

shall have complied with all of the covenants made by it in Article IV hereof as of the date of each Advance.

B. Lender shall have received a Draw Request which complies with the requirements set forth in this Agreement and in the Disbursing Agreement.

C. 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.

D. Lender shall have received from the Inspector a written certification verifying that the work, labor and materials done or supplied up to the date of the Draw Request have been done or supplied in a manner that complies with the Plans and that reasonable and appropriate progress has been made on the Project to the date of the Draw Request.

Section 1.4 – Conditions Precedent to Final Advance.

The Lender shall disburse the balance of the proceeds of the Award/Grant, including any required retainage, upon satisfaction of the following requirements ("Final Advance"):

A. Lender shall have received satisfactory evidence of the final completion of the Improvements such that the Improvements are properly completed.

B. Lender shall have received an affidavit of the Borrower and General Contractors certifying as to the final cost of the Improvements.

C. Disbursing Agent shall have been furnished with such final lien waivers sufficient in the opinion of Disbursing Agent to dissolve any possible mechanic's and materialmen's liens affecting title to the Premises.

D. Any remaining uncompleted "punch list" items shall have been satisfactorily completed or an escrow agreement shall have been entered into between the Borrower and the Lender, in form and content satisfactory to the Lender, whereby Award/Grant proceeds shall be disbursed into an account held by Disbursing Agent in an amount equal to 1.5 times the estimated cost of completion of said "punch list" items, but not less than One Thousand and no/100 Dollars ($1,000.00), as estimated by the Lender. The sums held in the escrow account shall be disbursed on an item-by-item basis but not more than monthly.

II. CONDITIONS OF CLOSING

Lender shall not be required to make any Advances hereunder until the pre-closing requirements, conditions and other requirements set forth below have been completed and fulfilled to the satisfaction of Lender, at Borrower's sole cost and expense.

Section 2.1 – Pre-Closing Requirements.

Prior to the closing of the Award/Grant, Borrower shall provide or cause to be provided to Lender each of the following, in form and substance acceptable to Lender:

A. A complete set of the Plans. All mechanical, electrical, structural and other specialized drawings, when complete, shall be signed by licensed engineers of the respective disciplines normally responsible for such drawings, in addition to the Project Architect and furnished to Lender as serially completed.

B. The Construction Contract, any Architect's Contract, and such other contracts, subcontracts and schedules relating to the Project as Lender may require.

C. A Construction Cost Statement showing the name of each General Contractor and subcontractor who has been contracted with to date, their addresses and the dollar value of the work, labor and materials to be done or supplied and a general statement of the nature of the work to be done or materials to be supplied by each subcontractor. The Borrower shall furnish to the Lender any amendments or additions to the original statement as so submitted. The Borrower shall also submit a sworn statement of all Award/Grant and Carrying Fees certified to the Lender.

D. Insurance policies or certificates evidencing insurance overages written by insurers satisfactory to Lender and in amounts satisfactory to Lender, prepared in accordance with Lender's requirements.

E. Borrower's estimated schedules for construction of the Improvements and for disbursement of the Award/Grant proceeds.

F. Copies of all issued building permits required to complete construction of the Improvements, and a schedule of all other necessary licenses and permits which must be obtained in order to occupy and operate the Project.

G. A letter addressed to Lender from an appropriate municipal officer regarding zoning and building code compliance.

H. Evidence acceptable to Lender that the Land is not in a flood zone.

I. Other agreements, documents and exhibits which may be reasonably required in Lender's judgment to assure compliance with the requirements of this Agreement.

Section 2.2 – Award/Grant Documents.

On or before the date of closing of the Award/Grant, Borrower shall execute and deliver (or cause to be executed and delivered) to Lender the following documents in form and substance acceptable to Lender and to its counsel, to evidence and secure the Award/Grant:

A. This Agreement;

B. The Disbursing Agreement; and

C. Such other documents as Lender may reasonably require to evidence and secure the Award/Grant.

Lender may designate which of the Award/Grant Documents are to be placed of record, the order of recording thereof, and the offices in which the same are to be recorded.

III. 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 Award/Grant that:

Section 3.1 – Title, Boundary Lines of Project.

Borrower is the owner, in fee simple, of the Land, subject to no lien, charge, mortgage, restriction or encumbrance, except Permitted Encumbrances, if any. The exterior lines of the Improvements are, and at all times will be, within the boundary lines of the Land.

Section 3.2 – 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 3.3 – No Breach of Applicable Agreements or Laws.

The consummation of the transactions contemplated hereby and the execution, delivery and/or performance of this Agreement and the other Award/Grant Documents will not result in any breach of or constitute a default under any mortgage, deed of trust, lease, bank loan, credit agreement, or other instrument or violation any Governmental Requirements, to which Borrower or any Affiliate is a party, or by which Borrower or any Affiliate may be bound or affected.

Section 3.4 – Conformance with Governmental Requirements and Restrictions; Permits.

Borrower 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 Borrower 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 3.5 – No Litigation or Defaults.

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

Section 3.6 – No Defaults Under Award/Grant Documents or Other Agreements.

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

Section 3.7 – 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 are currently determined. As such, Borrower has a good faith belief that the proceeds of the Award/Grant, together 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 Award/Grant Documents and any such excess costs are Borrower's sole responsibility.

Section 3.8 – Prior Work.

Any work or improvements, as those terms are defined in Minnesota Statutes Chapter 514, commenced or performed prior to closing has been paid for by Borrower or has otherwise been satisfied such that Lender's priority lien on the property shall not be jeopardized.

THE REPRESENTATIONS AND WARRANTIES IN THIS ARTICLE, AND ANY ADDITIONAL WARRANTIES AND REPRESENTATIONS CONTAINED IN THE OTHER AWARD/GRANT DOCUMENTS, SHALL BE DEEMED TO HAVE BEEN RENEWED AND RESTATED BY BORROWER AT THE TIME OF EACH REQUEST BY BORROWER FOR AN ADVANCE OF AWARD/GRANT PROCEEDS.

IV. COVENANTS OF BORROWER.

While this Agreement is in effect, and until Lender has been paid in full the principal of and interest on all Advances made by the Lender hereunder and under the other Award/Grant Documents, Borrower covenants to Lender as follows:

Section 4.1 – Completing Construction.

Construction of the Project will commence promptly after closing. Borrower shall not become a party to any contract, including the Construction Contract, for the performance of any work on the Project or for the supplying of any labor, materials or services for the construction of the Improvements and the Tenant Improvements, except upon such terms and with such parties as shall be approved in writing by Lender. Borrower agrees to furnish Lender, upon request therefore, the names of contractors, subcontractors, materialmen and suppliers at any time having any contract, or performing any work, or furnishing any material in connection with the development and construction and shall also furnish Lender upon request copies of all applicable contracts. No approval by Lender of any contract or change order shall make Lender responsible for the adequacy, form or content of such contract or change order. Borrower shall expeditiously complete and fully pay the development and construction of the Project in a good and workmanlike manner and in accordance with the contracts, subcontracts and Plans submitted to and approved by Lender, and in compliance with all applicable Governmental Requirements and any covenants, conditions, restrictions and reservations applicable thereto, so that Completion of the Improvements occurs on or before the Completion Date.

Section 4.2 – Changing Costs, Scope or Timing of Work.

Borrower shall deliver to Lender revised statements of costs of the Project showing changes in or variations from Draw Request delivered earlier involving amounts of One Thousand and no/100 Dollars ($1,000.00) or more as soon as such changes are known to Borrower. Borrower shall deliver to Lender a revised construction schedule, if and when any target date set forth therein has been delayed by ten (10) consecutive days or more, or when the aggregate of all such delays equals thirty (30) days or more.

Borrower shall not make or consent to any change of modification in such Plans, contracts or subcontracts, and no work shall be performed with respect to any such change or modification, without the prior written consent of Lender, if such change or modification would in any material way alter the design or structure of the Project, or increase or decrease the Project cost by One Thousand and no/100 Dollars ($1,000.00) or more for any single change or modification, or if the aggregate amount of all changes and modifications exceeds Two Thousand Five Hundred and no/100 Dollars ($2,500.00). Borrower shall promptly furnish Lender with copies of all changes or modifications in the Plans, contracts or subcontracts for the Project as approved by Lender, prior to incorporation of any such change or modification into the Project, whether or not Lender's consent to such change or modification is required hereby.

Section 4.3 – Paying Costs of Project and Award/Grant; Taxes and Claims.

Borrower shall pay and discharge, when due, all taxes, assessments and other charges. Borrower shall have the right to contest the amount, validity and/or applicability of ay of the foregoing in strict accordance with the terms of the procedures herein. Copies of statements for the payment of real estate taxes and special assessments, together with evidence of payment thereof prior to the due dates thereof (except as otherwise allowed in this Section), shall be furnished to Lender promptly following the payment of each installment thereof.

Section 4.4 – Using Award/Grant Proceeds.

Borrower shall use the Award/Grant proceeds solely to pay, or to reimburse Borrower for paying, costs and expenses shown on the Sworn Construction Cost Statement approved by Lender and incurred by Borrower in connection with the development of the Land, the construction of the Improvements, and the equipping of the Improvements, together with other expenses set forth on the Sworn Construction Cost Statement approved by Lender and such incidental costs and expenses relating thereto as may be approved from time to time in writing by Lender.

Section 4.5 – Keeping of Records.

Borrower shall set up and maintain accurate and complete books, accounts and records pertaining to the Project in a manner reasonably acceptable to Lender. Borrower will permit representatives of the Lender, the Inspector and Disbursing Agent to have free access to and to inspect and copy all books, records and contracts of Borrower. Any such inspection by Lender and/or the Inspector shall be for the sole benefit and protection of the Lender, and Lender shall have no obligation to disclose the results thereof to Borrower or to any third-party.

Section 4.6 – 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 project progress reports and cost summaries.

Section 4.7 – Notification to Lender of Litigation and Other Proceedings.

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

Section 4.8 – Providing Evidence of Completion.

Upon Completion of the Improvements, and prior to Final Advance of Award/Grant proceeds to pay for hard costs of construction of the Project (except for Tenant Improvements), including but not limited to any retainage therefore, and as a condition of the same, Borrower shall

furnish Lender with all items required to evidence Completion, including but not limited to such additional evidence of zoning to compliance as Lender may require, including unconditional occupancy permits as to leased space; a final certified Project "as-built" survey; certification from any Project Architect based on periodic inspections during construction the Project has been completed in accordance with the approved Plans; the evidence of insurance required by Section 4.9 hereof, tenant estoppel certificates; copies of all warranties covering materials, equipment and appliances included within the Project; copies of all licenses and permits required for operation of the Project; and photographs of the completed Improvements.

Section 4.9 –Transferring, Conveying or Encumbering the Property/Change in Ownership of Borrower.

Borrower shall not voluntarily or involuntarily agree to, cause, suffer or permit (a) any sale, transfer or conveyance of any interest of Borrower, legal or equitable, in the Project or any part or portion thereof; or (b) any mortgage, pledge, encumbrance or lien to be imposed or remain outstanding against the Project, or any security interest to exist therein, except as created by the Award/Grant Documents, and except Permitted Encumbrances, without, in each instance, the prior written consent of Lender. No change in Borrower, or any sale or transfer of the ownership interests therein shall be permitted without Lender's prior written consent.

Section 4.10 – Complying with the Award/Grant Documents and Other Documents.

Borrower shall comply with and perform all of its agreements and obligations under the Award/Grant Documents, and under all other contracts and agreements to which Borrower is a party relating to the ownership, occupancy, use, development, construction or management of the Project, and shall comply with all requests by Lender which are consistent with the terms thereof.

Section 4.11 – Payments After Event of Default.

During the occurrence and continuance of an Event of Default, or if an Event of Default would result immediately following any of the following described distributions or other payments, Borrower shall not make any payment in whole or partial satisfaction of any indebtedness for borrowed money, if any, owed by Borrower to an owner of Borrower, or make any other payments for officer salaries or management fees.

Section 4.12 – Inspections.

Lender, or Lender's Agent, shall have access to the Project at all reasonable times prior to Final 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.

Notwithstanding any provision of this Agreement or of the Disbursing Agreement to the contrary, if Lender 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,

Lender shall notify Borrower of its objections thereto, and, upon demand, Borrower shall correct the conditions to which Lender objects.

V. Defaults

Section 5.1 – Events of Default.

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

A. Borrower shall default in the payment of fees or other amounts due and payable under this Agreement or under any of the other Award/Grant Documents, and such default continues for five (5) days after the date of written notice thereof from the Lender to the Borrower.

B. Borrower shall default in the due performance or observance of any covenant set forth herein.

C. Borrower shall default in the performance or observance of any other agreement, covenant or condition required to be performed or observed by Borrower under the terms of this Agreement or the other Award/Grant Documents.

D. Any representations or warranty made by Borrower in this Agreement, in any of the other Award/Grant Documents, or in any certificate or document furnished under the terms of this Agreement or in connection with the Award/Grant, shall be untrue in any material respect.

E. Borrower shall be in default under the terms of any of the other Award/Grant Documents and such default shall not be waived by Lender, 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 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 prior to the Completion Date.

G. Borrower shall commit act of 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. 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.

I. There is a material adverse change in the condition (financial or otherwise), operations, or property of Borrower.

Section 5.2 – 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 Award/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 the entire unpaid Principal Balance of the 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 Award/Grant or any of the other Award/Grant Documents, without notice to or demand on Borrower.

D. Lender may exercise any or all remedies specified herein and in the other Award/Grant Documents, including any remedies which it may have therefore at law, in equity or under statute.

E. Lender may (but shall not be obligated to) cure the Event of Default on behalf of Borrower, 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 Advances hereunder, even though causing the Award/Grant to exceed the face amount of the Award/Grant, and shall be payable by Borrower on demand.

Section 5.3 – Completion of Project by Lender.

In addition, in case of occurrence of any Event of Default caused by, or which results in, Borrower's failure, for any reason, to continue with construction of the Project as required by this Agreement, then Lender 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 Lender may, in its discretion, deem appropriate, all at the risk, cost and expense of Borrower. Lender may assume or reject any contracts entered into by Borrower in connection with the Project, may enter into additional or different contracts for work services, labor and materials required, in the judgment of Lender, 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 Lender

expended by Lender in completing or attempting to complete the Project (whether aggregating more, or less, than the face amount of the Award/Grant), shall be deemed Advances made by Lender to Borrower hereunder, and Borrower shall be liable to Lender, 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. Lender 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 Lender either to complete or not to complete the Project.

For the purpose of carrying out the provision of this Section, Borrower irrevocably appoints Lender 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 Lender, to complete the Project. This power of attorney is coupled with an interest and is irrevocable. Lender, however, shall have no obligation to undertake any of the foregoing, and, if Lender does undertake any of the same, it shall have no liability for the adequacy, sufficiency or completion thereof.

VI. MISCELLANEOUS

Section 6.1 – 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 Award/Grant may be assigned by Borrower voluntarily, by operation of law or otherwise, without the prior written consent of Lender. The rights and remedies of Lender specified in this Agreement shall be in addition to, and not exclusive of, any other rights and remedies which Lender would otherwise have at law, in equity or by statute, and all such rights and remedies, together with Lender's right and remedies under the other Award/Grant Documents, are cumulative and may be exercised individually, concurrently, successively and in any order.

Section 6.2 – Indemnification.

Borrower hereby agrees to reimburse, indemnify and hold harmless Lender (including any participating lender and/or assignee of Lender), its directors, officers, employees, attorneys and agents (the "Indemnified Parties"), from and against any and all losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, suits, costs or disbursements of any kind or nature whatsoever that may at any time be imposed on, asserted against or incurred by any of the Indemnified Parties, as a result of, or arising out of, or in any way related to or by reason of, this Agreement, the Award/Grant, the other Award/Grant Documents, or any transaction from time to time contemplated hereby or thereby, or any transaction financed in whole or in part or directly or indirectly with the proceeds of the Award/Grant.

Section 6.3 – Expenses.

Borrower shall pay or cause to be paid and shall save Lender harmless against liability for the payment of all reasonable out-of-pocket costs, charges, expenses of Lender (including without limitation reasonable fees and expenses of counsel to Lender) incurred by Lender from time to time arising from or relating to (a) the performance of this Agreement, the Award/Grant, the other Award/Grant Documents, (b) any requested amendments, modifications, supplements, waivers or consents (whether or not ultimately entered into or granted) to any of the foregoing, and/or (c) the enforcement or preservation of the Lender's rights under any of the foregoing.

Section 6.4 – Survival.

All agreements, representations and warranties made in this Agreement shall survive the execution of this Agreement, the making of the Advances by Lender, and the execution of the other Award/Grant Documents, and shall continue until Lender receives payment in full of all indebtedness of Borrower incurred under this Agreement and under the other Award/Grant Documents.

Section 6.5 – 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 AWARD/GRANT AND/OR THE AWARD/GRANT DOCUMENTS.

Section 6.6 – Counterparts.

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

Section 6-7 – 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: Jim & Dude's Property, LLC
Attn: Jeremy Linn
1705 Broadway Avenue Southeast
Albert Lea, MN 56007
Jeremy@jimanddudes.com

If to Lender: City of Albert Lea
Attn: City Manager
221 East Clark Street
Albert Lea, MN 56007

Section 6.8 – Lender Responsibilities.

Lender assumes no liability or responsibility for the sufficiency of the Award/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 6.9 – No Third-Party Reliance.

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

Section 6.10 – Time of the Essence.

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

Section 6.11 – Entire Agreement; No Oral Modifications.

This Agreement, the other Award/Grant Documents and the other documents mentioned herein set forth the entire agreement of the parties with respect to the Award/Grant and supersede 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 6.12 – Captions; Exhibits.

The headings or captions of the Articles and Sections set forth herein are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement. Each writing referred to in this Agreement as being attached hereto as an Exhibit or otherwise designated in this Agreement as an exhibit hereto is hereby made a part of this Agreement.

Section 6.13 – Joint and Several Liability.

If Borrower consists of more than one (1) individual and/or entity, each of said individuals and/or entities shall be jointly and severally liable for each covenant, agreement, representation and warranty of Borrower hereunder.

Section 6.14 – Borrower/Lender Relationship.

The relationship between Borrower and Lender created hereby and by the other Award/Grant Documents shall be that of a borrower and lender only, and in no event shall Lender be deemed to a partner of, or a joint venture with, Borrower.

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

BORROWER	LENDER
JIM & DUDE'S PROPERTIES, LLC	CITY OF ALBERT LEA
By: _____ Jeremy Linn, Owner Its President	By: _____ Patrick Ian Rigg Its City Manager
By: _____ Jeremy Linn, Applicant Its President	By: _____ Rich Murray Its Mayor

Exhibit A

Description of Improvements

The Exterior Improvements and Renovations as described in the Plans.

DISBURSING AGREEMENT

THIS DISBURSING AGREEMENT, made and entered into as of November _____, 2026, by and between Jim & Dude's Properties, LLC located at 1705 Broadway Avenue Southeast in Albert Lea, Freeborn County, Minnesota (the "Borrower"); and the City of Albert Lea, a municipal corporation under the laws of the State of Minnesota (the "Lender") and the City of Albert Lea, Minnesota, a municipal corporation under the laws of the State of Minnesota, whose purpose is the revitalization and preservation of the core business district in Albert Lea, Minnesota (the "Disbursing Agent").

WITNESSETH:

WHEREAS, the Borrower and the Lender have entered into a Construction Award/Grant Agreement (the "Award/Grant Agreement"), dated of even date herewith, covering financing in the total maximum amount of twenty-six thousand five hundred ninety-seven and 55/100 dollars ($26,597.55) (the Award/Grant") for the development of a Project (as defined in the Award/Grant Agreement), consisting of Improvements (as defined in the Award/Grant Agreement) to be constructed upon the land at 1705 Broadway Avenue Southeast, Albert Lea, MN 56607 and described as follows (the "Land"):

> Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 4, Edina Subdivision, City of Albert Lea, Freeborn County;

and the Borrower and the Lender have requested the Disbursing Agent to supervise the disbursement of Award/Grant proceeds under the Award/Grant Agreement, in accordance with the terms thereof and of this Agreement.

NOW, THEREFORE, in consideration of the premises, of Lender's agreement to lend funds to Borrower under the Award/Grant Agreement, and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1) All capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in the Award/Grant Agreement.

2) The Borrower shall advise Lender and the Disbursing Agent of the name of each person, corporation or other entity ("Contractor") which has a contract or subcontract under which payment may be required for any work done, material supplied or services furnished in connection with acquiring, constructing, financing, equipping and/or developing the Project.

3) The Borrower shall either (a) refrain from commencing construction of, and from accepting delivery of materials for or (b) provide such evidence and/or documents to the Lender as shall be sufficient to secure the Award/Grant against all possible mechanic's lien claims, despite the fact that construction of the Project may have commenced.

4) The Borrower may obtain advances for disbursement to the Contractor only to the extent of the amount of the contract work satisfactorily completed, or materials actually

incorporated or stored in a secure manner and expected to be incorporated into the Project within thirty (30) days, by each such Contractor in accordance with the contract, less any required retainage, and the Borrower agrees that all sums requested hereunder for disbursement to each Contractor shall not exceed the amount. The Lender shall not be required to make final advance for the payment of the full amount of each Contractor's contract until Lender is satisfied that the Project has been completed in accordance with the approved Plans, and all requirements set forth in the Award/Grant Agreement have been fully complied with, including but not limited to the requirements to evidence completion of the improvements.

5) The Lender agrees that it will advance all Award/Grant proceeds under the Award/Grant Agreement through the Disbursing Agent as provided in this Agreement, except for payments to be made to the Lender (for interest and other charges), in accordance with the Award/Grant Agreement, which the Lender may advance directly to itself.

6) Whenever the Borrower desires to obtain an advance of Award/Grant proceeds, Borrower shall submit a signed Draw Request, in a form approved by the Lender, to the Lender, to the Inspecting Architect (if any) and to the Disbursing Agent, at least ten (10) business days prior to the date on which the requested advance is to be made (the "Advance Date"). Only one (1) advance request can be made every thirty (30) days.

a) A Draw Request relating to each Contractor who is to receive a disbursement from the advance, signed by the Project Architect or by another construction supervisor approved by the Lender, stating that each such Contractor has satisfactorily completed the work for which disbursement (less any required retainage) is requested in such Draw Request. Such certificate shall be in the form required by the Lender and a copy thereof shall be submitted to the Lender.

b) A waiver of mechanic's lien and/or materialman's lien, executed by the General Contractor in the amount of the lienable costs of the Project payable from the requested advance, together with a waiver of mechanic's lien and/or materialman's lien, executed by each Contractor, to which any portion of the immediately preceding advance ("Prior Advance") of Award/Grant proceeds was paid, covering the liens for all work done and materials supplied for which disbursement was made from the Prior Advance, in the form required by the Lender and/or the Disbursing Agent. Such waivers shall be submitted in each case, unless the Disbursing Agent determines that the Contractor's claim would not give rise to such a lien.

c) Prior to the initial disbursement of Award/Grant proceeds, and again upon Completion and prior to the final disbursement for hard costs of construction of the Improvements (exclusive of tenant finish improvements), the Borrower shall furnish to the Lender an acceptable survey, showing the exact location of the existing construction and the completed construction.

d) Invoices and such other supporting evidence as may be requested by the Disbursing Agent or the Lender to establish the cost or value of the improvements

for which disbursement is to be and has been made, or as may be required by the Award/Grant Agreement. The Disbursing Agent shall then give the Lender immediate notice by telephone if any intervening liens are disclosed, following the certification date of the Lender's title opinion, a copy of which has been provided to the Disbursing Agent. If any such intervening liens or other matters, which in the Lender's sole judgment jeopardize its security interest in the Project, are disclosed, the Disbursing Agent shall retain from making further disbursements until the Lender notifies the Disbursing Agent that such intervening liens or other matters have been waived by the Lender or satisfied. Upon demand of Lender, the Borrower shall immediately cause any such liens or other matters to be satisfied of record or bonded, or shall make other arrangements with respect to the discharge thereof satisfactory to the Lender. Provided that Borrower complies with the foregoing requirements, Borrower may, upon the prior written notification to Lender, contest any liens against the Project.

On each Advance Date, if all the terms and conditions of the Award/Grant Agreement and this Agreement have been complied with by the Borrower to the satisfaction of the Lender, if no default or event of default exists under the Award/Grant Agreement, and if the Lender has approved the Draw Request, the Lender shall advance to the Disbursing Agent, in a manner satisfactory to the Disbursing Agent and the Lender, the principal amount of the requested advance (less any required retainage and less amounts payable to and advance by the Lender to itself in accordance with the Award/Grant Agreement, and less any amounts to be advanced by the Borrower). The Disbursing Agent shall, as promptly as possible thereafter, if all of the conditions of this Agreement have been complied with in a manner satisfactory to the Disbursing Agent, and if the Disbursing Agent has not received notice from the Lender that a default or an event of default exists under the Award/Grant Agreement, disburse the proceeds so received from the Lender by delivering to the General Contractor or such other proper payee its check(s) for, or wire transferring to the General Contractor's or such other payee's account(s), the amounts set forth in such Draw Request.

7) The provisions of this Agreement requiring submission of the related documents specified in Section 5, and any required retainage, are for construction only unless otherwise provided by the Award/Grant Agreement or agreed to in writing by the parties.

ITEMS	SPECIAL DOCUMENTATION
Lender charges (interest, fees, etc.)	None
Attorney's fees (including Lender's counsel	Copy of statement
Inspecting Architect's fees	Copy of statement
Real estate taxes on the Project and Project Site	Copy of bill
Insurance premiums	Copy of statement
Other indirect (non-construction) items	As approved by Lender/Disbursing Agent

If the Borrower directly pays certain costs of construction, and the Lender and the Disbursing Agent approve, the Disbursing Agent may disburse Award/Grant proceeds, advance

for payment of such construction costs, directly to the Borrower, as a reimbursement for such payment; provided that all of the other requirements of this Agreement, including but not limited to the presentation of waivers of liens with respect thereto, are fulfilled.

8) The Lender may take such steps as it may deem appropriate, at its option, to verify the application of Award/Grant proceeds to work done and material furnished for the Project, and to vary the disbursement procedures herein set forth, if the same becomes necessary or desirable, to assure the proper application of Award/Grant proceeds. However, the Lender shall not be obligated to conduct any such verification or to so vary said procedures.

9) The Disbursing Agent shall keep records showing the names of all Contractors and other payees to whom disbursements of Award/Grant proceeds are made by the Disbursing Agent, the date of each disbursement, and the amount of each disbursement, which records may be inspected to Borrower and Lender.

10) If the Disbursing Agent shall determine, in its reasonable judgment, that proper documentation to support a given disbursement, as required by this agreement, has not been furnished, the Disbursing Agent shall withhold payment of all or such portion of such disbursement as shall not be so supported by property documentation, and shall promptly notify the Borrower and the Lender of the discrepancy in or omission of such documentation. Until such time as such discrepancy or omission is corrected to the satisfaction of the Disbursing Agent, it shall withhold such amount. If such discrepancy or omission is not corrected within a reasonable time, the Disbursing Agent shall, upon demand of the Lender, return such withhold funds to the Lender, and the indebtedness of the Borrower to the Lender under the Award/Grant Agreement shall be credited with the amount of such funds. Such returned funds shall remain available for readvancement under the Award/Grant Agreement, if the requirements thereof and hereof with respect thereof are later met.

11) The Borrower shall be responsible for making inspections of the Project during the course of construction, and shall determine to its own satisfaction that the work done or material supplied by the Contractors to whom disbursements are to be made out of each advance has been properly done or supplied in accordance with applicable contracts with such Contractors. The Disbursing Agent and the Lender shall not be required to conduct any inspection of the Project.

12) Neither the Lender nor the Disbursing Agent assumes any liability or responsibility for the satisfactory completion of the Project, for the adequacy of funds advanced or disbursed by either of them pursuant hereto and to the Award/Grant Agreement to complete the Project, the inspections during construction, or for any acts on the part of the Borrower or the Contractors to be performed in the construction of the Project.

13) Any notice required or permitted to be given by any party hereto to any other party hereto under the terms of this Agreement shall be deemed to have been given on the date the same is deposited in the United State mail, registered or certified, return receipt requested, postage prepaid, addressed to the party to which the notice is to be given at the address set forth

opposite its name below, or to any other address specified in a notice given by such party to the others not less than ten (10) days prior to the effective date of the address change.

14) All documents required to be delivered by the Borrower to either the Lender or the Disbursing Agent pursuant to this Agreement shall be form and content acceptable to the Lender or the Disbursing Agent, respectively, as the case may be. Payments made by the Disbursing Agent shall be up to fifty (50%) percent of the total requested, but not more, unless all funds for the Project are deposited with Disbursing Agent.

15) The Disbursing Agent agrees that it is the "closer" for the transaction described in this Agreement, and that it will disburse all payments to contractors, subcontractors, and others required by this Agreement. For the purposes of the information reporting requirements of the Internal Revenue Service, the Borrower shall ensure that the General Contractor shall file any informational returns and any other documentation required by the Internal Revenue Code and any regulations and revenue rulings issued by the Internal Revenue Service, and any state information returns required by the applicable state revenue agency relating to the closing of transactions and disbursing of closing and construction funds. The Disbursing Agent and Borrower agree to provide copies of such documentation to Lender and other records relating to the disclosure requirements of this paragraph upon written request of the Lender. The Borrower and Disbursing Agent agree to save, indemnify, defend, and hold the Lender harmless from any losses, claims, damages, or costs of any kind and nature relating to the Borrower's or Disbursing Agent's failure to comply with their respective requirements of this paragraph. This indemnity shall be effective notwithstanding any other indemnification provision or exculpation provision of this Agreement releasing the Borrower or Disbursing Agent from their respective responsibilities for actions or omissions of the Borrower or the Disbursing Agent in connection with this Agreement.

16) 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: Jim & Dude's Property, LLC
Attn: Jeremy Linn
1705 Broadway Avenue Southeast
Albert Lea, MN 56007
Jeremy@jimanddudes.com

If to Lender: City of Albert Lea
Attn: City Manager
221 East Clark Street
Albert Lea, MN 56007

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

BORROWER

JIM & DUDE'S PROPERTIES, LLC

By: _____
Jeremy Linn, Owner
Its President

By: _____
Jeremy Linn, Applicant
Its President

LENDER/DISBURSING AGENT

CITY OF ALBERT LEA

By: _____
Patrick Ian Rigg
Its City Manager

By: _____
Rich Murray
Its Mayor

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:

Donor	**Amount or Item**
Chevron REG	$5000.00 – Albert Lea Fire Department

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 23rd day of November, 2026

Mayor Rich Murray

Filed and attested this 24th day of November, 2026

Secretary of the Council

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 $1,750,485.58 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 23rd day of November, 2026

Mayor Rich Murray

Filed and attested this 24th day of November, 2026

Secretary of the Council

Claims Over $25,000
City of Albert Lea Council Meeting 11/23/2026

- **$27,681.48 – H & M Underground Solutions**
  Pay Estimate 14 – Lead Service Line Replacement Project
- **$30,836.43 – HomeServe USA Corp**
  Water/Sewer Protection Plan Services (October)
- **$35,451.01 – Freeborn Mower Electric Cooperative**
  Electricity – WWTP
- **$35,650.00 – Minnesota Pollution Control Agency**
  Minnesota Clear Water Loan – Payment 3
- **$70,168.50 – Bolton & Menk Inc**
  Valley Avenue & SE Marshall Reconstruction (Engineering)
- **$101,688.00 – Ulland Brothers**
  Pay Estimate 6 – Neighborhood Improvement Project
- **$162,666.95 – GM Contracting**
  Pay Estimate 5 – Sorensen Road Watermain Replacement Project
- **$304,459.00 – League of MN Cities Insurance Trust**
  Property/Casualty Insurance Premium
- **$383,595.37 – C.S. McCrossan Construction Inc**
  Pay Estimate 1 – Front Street Pier Repairs

Accounts Payable

Checks for Approval

User: nthoms
Printed: 11/19/2026 - 2:37 PM

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	11/13/2026	101 General	Other Payroll Deduct Payable	BPA-VEBA Contributions		3,000.00
0	11/13/2026	101 General	Federal Withholding Payable	Internal Revenue Service		40,619.78
0	11/13/2026	101 General	Deferred Compensation Payable	Mission Square Plan Services		2,744.00
0	11/13/2026	101 General	Deferred Compensation Payable	MN State Retirement - Empower		200.00
0	11/13/2026	101 General	Accrued PERA Payable	PERA		41,021.51
0	11/13/2026	101 General	Other Payroll Deduct Payable	Minnesota Department of Human Services		1,330.84
0	11/13/2026	101 General	Deferred Compensation Payable	Mission Square Plan Services		1,133.76
0	11/13/2026	101 General	Other Payroll Deduct Payable	WEX Health Inc		12,027.50
0	11/13/2026	101 General	Accrued Medicare Payable	Internal Revenue Service		6,649.39
0	11/13/2026	101 General	Accrued FICA Payable	Internal Revenue Service		17,126.25
0	11/13/2026	101 General	Other Payroll Deduct Payable	WEX Health Inc		30,616.67
0	11/13/2026	101 General	Accrued PERA Payable	PERA		55,146.04
0	11/13/2026	101 General	Direct Primary Care	Kavira Health		3,591.00
0	11/13/2026	101 General	Deferred Compensation Payable	Mission Square Plan Services		4,647.06
0	11/13/2026	101 General	Deferred Compensation Payable	Mission Square Plan Services		1,135.46
0	11/13/2026	101 General	Deferred Compensation Payable	MN State Retirement - Empower		1,287.58
0	11/13/2026	101 General	Deferred Compensation Payable	MN State Retirement - Empower		50.00
0	11/13/2026	101 General	Accrued Medicare Payable	Internal Revenue Service		6,649.39
0	11/13/2026	101 General	State Withholding Payable	Minnesota Department of Revenue		19,746.99
0	11/13/2026	101 General	Accrued FICA Payable	Internal Revenue Service		17,126.25
0	11/13/2026	101 General	Union Dues Payable	IAFF Local 1041		1,089.30
0	11/13/2026	101 General	Union Dues Payable	Minnesota Public Employees Association		675.00
0	11/13/2026	101 General	Union Dues Payable	Minnesota Public Employees Association		1,215.00
0	11/13/2026	101 General	Deferred Compensation Payable	Nationwide Retirement Solutions		106.17
0	11/13/2026	101 General	Union Dues Payable	MNPEA		81.00
0	11/13/2026	101 General	Deferred Compensation Payable	Nationwide Retirement Solutions		1,753.53
0	11/13/2026	101 General	Deferred Compensation Payable	Nationwide Retirement Solutions		90.53
0	11/13/2026	101 General	Deferred Compensation Payable	Nationwide Retirement Solutions		249.28
0	11/23/2026	101 General	Rents & Leases	Loffler		1.93
0	11/23/2026	101 General	Motor Fuels	Minnesota Department of Revenue		11.30
0	11/23/2026	602 Sewer	Credit Card & Bank Fees	BPSH LLC		2,388.26
0	11/23/2026	101 General	Telephone & Internet	Granite Telecommunications LLC		43.62
0	11/23/2026	101 General	Medical Flex Payable	WEX Health Inc		30.05
0	11/23/2026	101 General	Credit Card & Bank Fees	Global Payments, Inc		1,687.65

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	11/23/2026	101 General	Telephone & Internet	Granite Telecommunications LLC		130.84
0	11/23/2026	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		74.96
0	11/23/2026	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		74.95
0	11/23/2026	101 General	Telephone & Internet	Granite Telecommunications LLC		-63.39
0	11/23/2026	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		36.99
0	11/23/2026	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		43.62
0	11/23/2026	601 Water	Telephone & Internet	Granite Telecommunications LLC		43.62
0	11/23/2026	101 General	Motor Fuels	Minnesota Department of Revenue		242.45
0	11/23/2026	101 General	Medical Flex Payable	WEX Health Inc		223.96
0	11/23/2026	101 General	Telephone & Internet	Granite Telecommunications LLC		125.43
0	11/23/2026	101 General	Expert & Professional Services	WEX Health Inc		354.75
0	11/23/2026	601 Water	Credit Card & Bank Fees	BPSH LLC		2,388.27
0	11/23/2026	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		74.96
0	11/23/2026	602 Sewer	Motor Fuels	Minnesota Department of Revenue		78.77
0	11/23/2026	101 General	Dependent Flex Payable	WEX Health Inc		1,018.12
0	11/23/2026	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		54.54
0	11/23/2026	101 General	Dependent Flex Payable	WEX Health Inc		680.00
0	11/23/2026	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		54.54
0	11/23/2026	496 2026 Projects	City Engineering Charge	Ulland Brothers, Inc.		528.58
0	11/23/2026	602 Sewer	Travel Expense	Brandon Huston		5.23
0	11/23/2026	602 Sewer	Expert & Professional Services	Minnesota Valley Testing Laboratories		347.50
0	11/23/2026	101 General	Travel Expense	Megan Wilson		130.00
0	11/23/2026	601 Water	Supplies	Fastenal Company		71.09
0	11/23/2026	602 Sewer	Statement Printing/Postage	Publiq, LLC		3,238.72
0	11/23/2026	101 General	Software/Software Subscription	Interactive Data LLC		113.00
0	11/23/2026	101 General	Travel Expense	Megan Wilson		207.53
0	11/23/2026	602 Sewer	Expert & Professional Services	Minnesota Valley Testing Laboratories		78.00
0	11/23/2026	496 2026 Projects	Cash and Investments	Ulland Brothers, Inc.		-109,823.04
0	11/23/2026	496 2026 Projects	Cash and Investments	Ulland Brothers, Inc.		109,823.04
0	11/23/2026	101 General	Safety Equipment	Zach Godtland		113.05
0	11/23/2026	602 Sewer	Safety Equipment	David Nystrom		159.90
0	11/23/2026	101 General	Travel Expense	Megan Wilson		780.44
0	11/23/2026	101 General	Travel Expense	Daphney Maras		31.90
0	11/23/2026	602 Sewer	Safety Equipment	Fastenal Company		22.99
0	11/23/2026	101 General	Travel Expense	Jacqueline Ellsworth		139.84
0	11/23/2026	602 Sewer	Training & Education	Brandon Huston		210.00
0	11/23/2026	602 Sewer	Safety Equipment	Fastenal Company		110.40
0	11/23/2026	101 General	Travel Expense	Jacqueline Ellsworth		85.50
0	11/23/2026	101 General	Travel Expense	Jacqueline Ellsworth		68.09
0	11/23/2026	496 2026 Projects	Improvements Other Than Bldgs	Ulland Brothers, Inc.		6,607.25
0	11/23/2026	496 2026 Projects	Improvements Other Than Bldgs	Ulland Brothers, Inc.		101,688.00
0	11/23/2026	101 General	Safety Equipment	Griffin Studier		159.99
0	11/23/2026	602 Sewer	Credit Card & Bank Fees	Springbrook Holding Company LLC		1,470.75
0	11/23/2026	496 2026 Projects	Engineering Services	American Engineering Testing, Inc.		5,240.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	11/23/2026	101 General	Engineering Fees	Ulland Brothers, Inc.		-528.58
0	11/23/2026	101 General	Travel Expense	Jacqueline Ellsworth		633.30
0	11/23/2026	496 2026 Projects	Cash and Investments	Ulland Brothers, Inc.		7,135.83
0	11/23/2026	101 General	Humane Society Mgmt/Costs	Humane Society of Freeborn County		1,000.00
0	11/23/2026	601 Water	Statement Printing/Postage	Publiq, LLC		3,238.73
0	11/23/2026	101 General	Street Maintenance Materials	Ulland Brothers, Inc.		44.16
0	11/23/2026	496 2026 Projects	Cash and Investments	American Engineering Testing, Inc.		5,240.00
0	11/23/2026	601 Water	Safety Equipment	Tracy Fjeldberg		274.98
0	11/23/2026	496 2026 Projects	Cash and Investments	Ulland Brothers, Inc.		-7,135.83
0	11/23/2026	101 General	Travel Expense	Jacqueline Ellsworth		72.00
0	11/23/2026	601 Water	Other Water Charges	BCM Construction		50.00
0	11/23/2026	602 Sewer	Expert & Professional Services	Minnesota Valley Testing Laboratories		240.50
0	11/23/2026	602 Sewer	Safety Equipment	Adam Fitzlaff		189.99
0	11/23/2026	101 General	Safety Equipment	Griffin Studier		105.59
0	11/23/2026	496 2026 Projects	Cash and Investments	American Engineering Testing, Inc.		-5,240.00
0	11/23/2026	101 General	Safety Equipment	Griffin Studier		54.40
0	11/23/2026	101 General	Vehicle/Equipment Parts	Fastenal Company		2.02
0	11/23/2026	601 Water	Credit Card & Bank Fees	Springbrook Holding Company LLC		1,470.75
0	11/23/2026	601 Water	Expert & Professional Services	Platinum Plumbing Solutions LLC		14,309.42
0	11/23/2026	496 2026 Projects	City Engineering Charge	Ulland Brothers, Inc.		8,135.04
0	11/23/2026	101 General	Engineering Fees	Ulland Brothers, Inc.		-8,135.04
0	11/23/2026	101 General	Expert & Professional Services	CP2 Consulting Inc		5,750.00
[redacted]	11/16/2026	101 General	Telephone & Internet	Charter Communications Holdings LLC		189.99
	11/16/2026	602 Sewer	Rents & Leases	Driessen Water Inc		161.07
	11/16/2026	101 General	Supplies	Driessen Water Inc		53.00
	11/16/2026	603 Solid Waste	Electric Utilities	Freeborn Mower Electric Cooperative		65.15
	11/16/2026	603 Solid Waste	Electric Utilities	Freeborn Mower Electric Cooperative		44.26
	11/16/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		957.96
	11/16/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		1,982.60
	11/16/2026	602 Sewer	Electric Utilities	Freeborn Mower Electric Cooperative		3,817.77
	11/16/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		7,892.66
	11/16/2026	602 Sewer	Electric Utilities	Freeborn Mower Electric Cooperative		35,451.01
	11/16/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		134.42
	11/16/2026	101 General	Rents & Leases	Marco Technologies, LLC		54.03
	11/16/2026	225 Airport	Telephone & Internet	MetroNet Holding LLC		62.99
	11/16/2026	602 Sewer	Gas Utilities	Minnesota Energy Resources		2,478.06
	11/16/2026	602 Sewer	Gas Utilities	Minnesota Energy Resources		229.13
	11/16/2026	101 General	Gas Utilities	Minnesota Energy Resources		149.30
	11/16/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		38.43
	11/16/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		40.01
	11/16/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		40.01
	11/16/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		40.01
	11/16/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		40.01
	11/16/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		38.43

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
[redacted]	11/16/2026	101 General	Telephone & Internet	Verizon Wireless Services LLC		40.01
	11/16/2026	602 Sewer	Telephone & Internet	Winnebago Cooperative Telecom Assn		257.63
	11/23/2026	101 General	Supplies	Advanced First Aid Inc		643.00
	11/23/2026	101 General	Management Services	Albert Lea Community Theater, Inc.		1,000.00
	11/23/2026	602 Sewer	Vehicle/Equipment Parts	Albert Lea Electric		199.72
	11/23/2026	602 Sewer	Vehicle/Equipment Parts	Albert Lea Electric		192.52
	11/23/2026	412 Recreation Facilities Project	Building & Bldg Improvements	Albert Lea Electric		280.00
	11/23/2026	602 Sewer	Vehicle and Equipment Repairs	Albert Lea Electric		718.32
	11/23/2026	101 General	Management Services	Albert Lea Family YMCA		4,175.00
	11/23/2026	101 General	Legal Notices & Recording	Albert Lea Newspapers, Inc		98.04
	11/23/2026	101 General	Legal Notices & Recording	Albert Lea Newspapers, Inc		95.46
	11/23/2026	601 Water	Supplies	Albert Lea Steel, Inc		36.80
	11/23/2026	101 General	Vehicle/Equipment Parts	Albert Lea Steel, Inc		8.10
	11/23/2026	101 General	Special Programs	Amazon Capital Services Inc		321.26
	11/23/2026	101 General	Special Programs	Amazon Capital Services Inc		37.97
	11/23/2026	101 General	Supplies	Amazon Capital Services Inc		68.65
	11/23/2026	101 General	Books	Amazon Capital Services Inc		21.99
	11/23/2026	101 General	Supplies	Amazon Capital Services Inc		310.22
	11/23/2026	101 General	Supplies	Amazon Capital Services Inc		20.08
	11/23/2026	101 General	Audio Visual	Amazon Capital Services Inc		24.94
	11/23/2026	602 Sewer	Supplies	Amazon Capital Services Inc		49.74
	11/23/2026	101 General	Audio Visual	Amazon Capital Services Inc		105.61
	11/23/2026	101 General	Books	Amazon Capital Services Inc		13.00
	11/23/2026	101 General	Supplies	Amazon Capital Services Inc		-10.89
	11/23/2026	101 General	Audio Visual	Amazon Capital Services Inc		19.96
	11/23/2026	101 General	Supplies	Amazon Capital Services Inc		82.98
	11/23/2026	101 General	Special Programs	Amazon Capital Services Inc		157.20
	11/23/2026	101 General	Supplies	Amazon Capital Services Inc		291.30
	11/23/2026	101 General	Supplies	Amazon Capital Services Inc		48.32
	11/23/2026	101 General	Supplies	Amazon Capital Services Inc		92.15
	11/23/2026	101 General	Books	Amazon Capital Services Inc		43.71
	11/23/2026	234 Blight/Hazardous Mitigation	Taxes, License & Permit Fees	Arden Title LLC		350.00
	11/23/2026	234 Blight/Hazardous Mitigation	Taxes, License & Permit Fees	Arden Title LLC		350.00
	11/23/2026	441 5-33 Blzg Star Soil District	Legal Notices & Recording	Arden Title LLC		500.00
	11/23/2026	101 General	Vehicle/Equipment Parts	Arnold's of Alden, Inc		896.12
	11/23/2026	101 General	Telephone & Internet	AT&T		62.07
	11/23/2026	602 Sewer	Telephone & Internet	AT&T Mobility II LLC		16.70
	11/23/2026	602 Sewer	Expert & Professional Services	B&H Petroleum Equipment		419.86
	11/23/2026	101 General	Legal Services	Barna, Guzy & Steffen, Ltd		157.50
	11/23/2026	602 Sewer	Engineering Services	Bolton & Menk Inc		8,051.25
	11/23/2026	602 Sewer	Engineering Services	Bolton & Menk Inc		10,654.30
	11/23/2026	496 2026 Projects	Cash and Investments	Bolton & Menk Inc		-70,168.50
	11/23/2026	496 2026 Projects	Engineering Services	Bolton & Menk Inc		70,168.50
	11/23/2026	602 Sewer	Engineering Services	Bolton & Menk Inc		6,018.50

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
[redacted]	11/23/2026	225 Airport	Engineering Services	Bolton & Menk Inc		1,400.00
	11/23/2026	225 Airport	Engineering Services	Bolton & Menk Inc		4,960.00
	11/23/2026	496 2026 Projects	Cash and Investments	Bolton & Menk Inc		70,168.50
	11/23/2026	602 Sewer	Supplies	Bomgaars Supply Inc		10.97
	11/23/2026	101 General	Supplies	Bomgaars Supply Inc		6.98
	11/23/2026	101 General	Supplies	Bomgaars Supply Inc		12.98
	11/23/2026	602 Sewer	Supplies	Bomgaars Supply Inc		68.12
	11/23/2026	101 General	Supplies	Bomgaars Supply Inc		39.99
	11/23/2026	101 General	Vehicle/Equipment Parts	Bomgaars Supply Inc		38.62
	11/23/2026	101 General	Supplies	Bomgaars Supply Inc		18.98
	11/23/2026	101 General	Supplies	Bomgaars Supply Inc		14.32
	11/23/2026	101 General	Supplies	Bomgaars Supply Inc		80.94
	11/23/2026	602 Sewer	Supplies	Bomgaars Supply Inc		44.99
	11/23/2026	101 General	Supplies	Bomgaars Supply Inc		1.88
	11/23/2026	101 General	Safety Equipment	Bomgaars Supply Inc		29.99
	11/23/2026	101 General	Building Maintenance	Bomgaars Supply Inc		59.98
	11/23/2026	101 General	Rents & Leases	John R. Butler		300.00
	11/23/2026	496 2026 Projects	City Engineering Charge	C.S. McCrossan Construction Inc		30,687.63
	11/23/2026	496 2026 Projects	Cash and Investments	C.S. McCrossan Construction Inc		-383,595.37
	11/23/2026	101 General	Engineering Fees	C.S. McCrossan Construction Inc		-30,687.63
	11/23/2026	496 2026 Projects	Improvements Other Than Bldgs	C.S. McCrossan Construction Inc		383,595.37
	11/23/2026	496 2026 Projects	Cash and Investments	C.S. McCrossan Construction Inc		383,595.37
	11/23/2026	101 General	Expert & Professional Services	Camp Companion Inc		3,050.00
	11/23/2026	101 General	Building Maintenance	Cedar Valley Services, Inc		2,120.58
	11/23/2026	101 General	Building Maintenance	Cedar Valley Services, Inc		1,600.00
	11/23/2026	101 General	Books	Cengage Learning, Inc		56.00
	11/23/2026	101 General	Books	Cengage Learning, Inc		82.40
	11/23/2026	101 General	Books	Cengage Learning, Inc		27.20
	11/23/2026	101 General	Books	Cengage Learning, Inc		50.40
	11/23/2026	101 General	Books	Cengage Learning, Inc		23.20
	11/23/2026	101 General	Books	Center Point, Inc		228.33
	11/23/2026	101 General	Laundry Services	Cintas Corporation		29.10
	11/23/2026	602 Sewer	Laundry Services	Cintas Corporation		115.91
	11/23/2026	101 General	Laundry Services	Cintas Corporation		29.80
	11/23/2026	101 General	Laundry Services	Cintas Corporation		29.10
	11/23/2026	602 Sewer	Laundry Services	Cintas Corporation		119.50
	11/23/2026	101 General	Laundry Services	Cintas Corporation		29.80
	11/23/2026	602 Sewer	Laundry Services	Cintas Corporation		119.50
	11/23/2026	602 Sewer	Laundry Services	Cintas Corporation		119.50
	11/23/2026	602 Sewer	Supplies	Cintas First Aid and Safety		32.13
	11/23/2026	101 General	Safety Equipment	Cintas First Aid and Safety		40.16
	11/23/2026	701 CG - Vehicle & Equip Capital	Vehicles (Licensed)	Continental Battery Company		504.36
	11/23/2026	701 CG - Vehicle & Equip Capital	Vehicles (Licensed)	Continental Battery Company		-31.14
	11/23/2026	101 General	Rents & Leases	Coordinated Business Systems LTD		54.06

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
[redacted]	11/23/2026	602 Sewer	Vehicle/Equipment Parts	Core & Main LP		2,850.00
	11/23/2026	602 Sewer	Vehicle/Equipment Parts	Core & Main LP		61.25
	11/23/2026	601 Water	Supplies	Core & Main LP		3,345.00
	11/23/2026	101 General	Supplies	Crescent Landscape Supply Inc		2,760.00
	11/23/2026	101 General	Street Maintenance Materials	Croell, Inc.		1,842.88
	11/23/2026	101 General	Expert & Professional Services	Custom Communications, Inc.		195.00
	11/23/2026	101 General	Supplies	Demco, Inc.		35.62
	11/23/2026	101 General	Supplies	Demco, Inc.		57.40
	11/23/2026	101 General	Vehicle and Equipment Repairs	Dulas Diesel & Repair		22,636.44
	11/23/2026	441 5-33 Blzg Star Soil District	Expert & Professional Services	Ehlers & Associates, Inc		487.50
	11/23/2026	230 Economic Development	Expert & Professional Services	Ehlers & Associates, Inc		147.50
	11/23/2026	101 General	Expert & Professional Services	Ehlers & Associates, Inc		4,032.50
	11/23/2026	439 District 5-30 - 201 211 Bdwy	Expert & Professional Services	Ehlers & Associates, Inc		325.00
	11/23/2026	101 General	Prepaid Items	Ehlers & Associates, Inc		427.50
	11/23/2026	496 2026 Projects	Engineering Services	Erickson Engineering Co, LLC		13,068.27
	11/23/2026	496 2026 Projects	Cash and Investments	Erickson Engineering Co, LLC		13,068.27
	11/23/2026	496 2026 Projects	Cash and Investments	Erickson Engineering Co, LLC		-13,068.27
	11/23/2026	101 General	Expert & Professional Services	Joshua Farris		4,376.00
	11/23/2026	601 Water	Supplies	Ferguson Enterprises, Inc.		3,376.00
	11/23/2026	101 General	Supplies	Ferrellgas		102.21
	11/23/2026	101 General	Supplies	Ferrellgas		66.33
	11/23/2026	101 General	Deposits	Tari Ferrie		19,231.46
	11/23/2026	101 General	Vehicle/Equipment Parts	Fire Safety USA Inc		158.95
	11/23/2026	101 General	Building Maintenance	Keith Flatness		41.00
	11/23/2026	101 General	Supplies	Keith Flatness		73.40
	11/23/2026	225 Airport	Building Maintenance	Fountain Aviation LLC		2,100.00
	11/23/2026	225 Airport	Expert & Professional Services	Fountain Aviation LLC		3,267.00
	11/23/2026	401 Capital Project Revolving Fund	Engineering Services	Freeborn County Highway Department		1,899.10
	11/23/2026	441 5-33 Blzg Star Soil District	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	101 General	Legal Notices & Recording	Freeborn County Recorder		300.00
	11/23/2026	101 General	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	441 5-33 Blzg Star Soil District	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	101 General	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	441 5-33 Blzg Star Soil District	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	441 5-33 Blzg Star Soil District	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	441 5-33 Blzg Star Soil District	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	441 5-33 Blzg Star Soil District	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	101 General	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	441 5-33 Blzg Star Soil District	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	101 General	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	441 5-33 Blzg Star Soil District	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	101 General	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	101 General	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	441 5-33 Blzg Star Soil District	Legal Notices & Recording	Freeborn County Recorder		46.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
[redacted]	11/23/2026	101 General	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	441 5-33 Blzg Star Soil District	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	101 General	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	101 General	Legal Notices & Recording	Freeborn County Recorder		46.00
	11/23/2026	101 General	Other State Grants & Aids	Freeborn County Sheriff's Office		239.11
	11/23/2026	230 Economic Development	Electric Utilties	Freeborn Mower Electric Cooperative		37.78
	11/23/2026	230 Economic Development	Electric Utilities	Freeborn Mower Electric Cooperative		99.91
	11/23/2026	232 Housing Program Fund	New Home Construction	Freeborn Mower Electric Cooperative		51.68
	11/23/2026	601 Water	Electric Utilities	Freeborn Mower Electric Cooperative		143.00
	11/23/2026	232 Housing Program Fund	New Home Construction	Freeborn Mower Electric Cooperative		39.26
	11/23/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		71.30
	11/23/2026	225 Airport	Electric Utilities	Freeborn Mower Electric Cooperative		1,252.20
	11/23/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		17,647.61
	11/23/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		1,099.87
	11/23/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		538.84
	11/23/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		350.40
	11/23/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		1,164.08
	11/23/2026	602 Sewer	Electric Utilities	Freeborn Mower Electric Cooperative		415.11
	11/23/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		49.54
	11/23/2026	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		203.51
	11/23/2026	601 Water	Improvements Other Than Bldgs	GM Contracting		162,666.95
	11/23/2026	601 Water	Expert & Professional Services	Gopher State One-Call, Inc.		399.60
	11/23/2026	101 General	Prepaid Items	GovernmentJobs.com Inc		4,862.10
	11/23/2026	602 Sewer	Supplies	Grainger		480.09
	11/23/2026	101 General	Other Payroll Deduct Payable	Gurstel Law Firm P.C.		3,727.12
	11/23/2026	601 Water	Expert & Professional Services	H & M Underground Solutions		27,681.48
	11/23/2026	101 General	Vehicle and Equipment Repairs	Hanson Tire Service of Albert Lea, Inc		42.00
	11/23/2026	601 Water	Vehicle and Equipment Repairs	Hanson Tire Service of Albert Lea, Inc		31.50
	11/23/2026	101 General	Building Maintenance	Harty Mechanical Inc.		478.00
	11/23/2026	602 Sewer	Chemicals & Chemical Products	Hawkins, Inc.		2,310.20
	11/23/2026	602 Sewer	Supplies	HD Supply Inc		69.95
	11/23/2026	602 Sewer	Supplies	HD Supply Inc		173.57
	11/23/2026	101 General	Supplies	Hillyard Inc.-Hutchinson		74.00
	11/23/2026	101 General	Supplies	Hillyard Inc.-Hutchinson		992.90
	11/23/2026	605 Utility Line Protection Plan	Protection Plan Services	HomeServe USA Corp		30,836.43
	11/23/2026	101 General	Rents & Leases	Huber Supply Company Inc.		187.75
	11/23/2026	101 General	Vehicle/Equipment Parts	Imperial Bag & Paper Co LLC		53.38
	11/23/2026	101 General	Books	Ingram Library Services		252.63
	11/23/2026	101 General	Books	Ingram Library Services		65.32
	11/23/2026	101 General	Books	Ingram Library Services		229.57
	11/23/2026	101 General	Books	Ingram Library Services		225.74
	11/23/2026	101 General	Special Programs	Ingram Library Services		233.76
	11/23/2026	101 General	Supplies	Innovative Office Solutions, LLC		51.59
	11/23/2026	101 General	Expert & Professional Services	Intellicents Inc		2,000.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
[redacted]	11/23/2026	101 General	Building Maintenance	Jim & Dudes Plumbing & Heating, Inc.		110.00
	11/23/2026	602 Sewer	Vehicle and Equipment Repairs	Jim & Dudes Plumbing & Heating, Inc.		12,193.13
	11/23/2026	101 General	Building Maintenance	Jim & Dudes Plumbing & Heating, Inc.		161.28
	11/23/2026	602 Sewer	Supplies	Jim & Dudes Plumbing & Heating, Inc.		26.55
	11/23/2026	234 Blight/Hazardous Mitigation	Expert & Professional Services	Jones, Haugh & Smith Inc		970.00
	11/23/2026	234 Blight/Hazardous Mitigation	Expert & Professional Services	Jones, Haugh & Smith Inc		1,160.00
	11/23/2026	101 General	Expert & Professional Services	Jones, Haugh & Smith Inc		1,741.25
	11/23/2026	101 General	Supplies	Kiesler Police Supply, Inc		206.97
	11/23/2026	101 General	Supplies	Kiesler Police Supply, Inc		624.46
	11/23/2026	101 General	Travel Expense	Joshua Knudtson		166.18
	11/23/2026	101 General	Travel Expense	Joshua Knudtson		32.61
	11/23/2026	101 General	Supplies	L & D Ag Service, Inc.		109.80
	11/23/2026	602 Sewer	Vehicle and Equipment Repairs	L & M Boiler Systems, Inc		632.63
	11/23/2026	101 General	Vehicle/Equipment Parts	Lawson Products Inc		351.94
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		349.50
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		898.50
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		3,943.00
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		1,896.50
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		25,105.50
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		2,246.00
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		449.00
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		848.50
	11/23/2026	225 Airport	Insurance & Bonds	League of MN Cities Insurance Trust		11,978.50
	11/23/2026	101 General	Prepaid Items	League of MN Cities Insurance Trust		152,229.50
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		2,146.00
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		748.50
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		599.00
	11/23/2026	603 Solid Waste	Insurance & Bonds	League of MN Cities Insurance Trust		2,896.00
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		199.50
	11/23/2026	601 Water	Insurance & Bonds	League of MN Cities Insurance Trust		8,584.50
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		549.00
	11/23/2026	602 Sewer	Insurance & Bonds	League of MN Cities Insurance Trust		8,984.00
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		798.50
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		2,395.50
	11/23/2026	602 Sewer	Insurance & Bonds	League of MN Cities Insurance Trust		14,524.00
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		10,232.00
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		599.00
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		2,146.00
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		599.00
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		449.00
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		1,397.50
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		998.00
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		23,159.00
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		299.50

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
[redacted]	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		18,417.50
	11/23/2026	101 General	Insurance & Bonds	League of MN Cities Insurance Trust		3,793.50
	11/23/2026	101 General	Vehicle/Equipment Parts	MacQueen Equipment LLC		1,705.79
	11/23/2026	101 General	Expert & Professional Services	Martin-McAllister Consulting		650.00
	11/23/2026	101 General	Expert & Professional Services	MCHS - Albert Lea and Austin		556.00
	11/23/2026	101 General	Expert & Professional Services	MCHS - Albert Lea and Austin		705.00
	11/23/2026	602 Sewer	Vehicle/Equipment Parts	McMaster-Carr Supply Company		5,234.06
	11/23/2026	602 Sewer	Vehicle/Equipment Parts	McMaster-Carr Supply Company		1,339.39
	11/23/2026	101 General	Expert & Professional Services	Medtox Laboratories, Inc.		50.00
	11/23/2026	101 General	Safety Equipment	MES I Acquisition Inc		19.66
	11/23/2026	101 General	Rents & Leases	Metro Sales, Inc		238.93
	11/23/2026	101 General	Rents & Leases	Metro Sales, Inc		11.00
	11/23/2026	101 General	Audio Visual	Midwest Tape, LLC		2,207.00
	11/23/2026	496 2026 Projects	Cash and Investments	Minnesota Department of Transportation		567.46
	11/23/2026	496 2026 Projects	Cash and Investments	Minnesota Department of Transportation		-567.46
	11/23/2026	496 2026 Projects	Engineering Services	Minnesota Department of Transportation		567.46
	11/23/2026	230 Economic Development	Building Maintenance	Minnesota Elevator Inc		63.29
	11/23/2026	101 General	Building Maintenance	Minnesota Elevator Inc		110.71
	11/23/2026	101 General	Building Maintenance	Minnesota Elevator Inc		79.11
	11/23/2026	101 General	Gas Utilities	Minnesota Energy Resources		186.89
	11/23/2026	101 General	Gas Utilities	Minnesota Energy Resources		92.46
	11/23/2026	101 General	Gas Utilities	Minnesota Energy Resources		34.70
	11/23/2026	101 General	Gas Utilities	Minnesota Energy Resources		48.82
	11/23/2026	701 CG - Vehicle & Equip Capital	Bond Principal	Minnesota Pollution Control Agency		35,650.00
	11/23/2026	101 General	Expert & Professional Services	MN Bureau of Criminal Apprehension		64.00
	11/23/2026	101 General	Training & Education	MN Bureau of Criminal Apprehension		150.00
	11/23/2026	101 General	Training & Education	MN Bureau of Criminal Apprehension		150.00
	11/23/2026	101 General	Training & Education	MN Bureau of Criminal Apprehension		150.00
	11/23/2026	101 General	Training & Education	MN Bureau of Criminal Apprehension		150.00
	11/23/2026	101 General	Training & Education	MN Bureau of Criminal Apprehension		75.00
	11/23/2026	101 General	Training & Education	MN Bureau of Criminal Apprehension		75.00
	11/23/2026	601 Water	Expert & Professional Services	MN Department of Labor and Industry		25.00
	11/23/2026	601 Water	Expert & Professional Services	MN Department of Labor and Industry		50.00
	11/23/2026	601 Water	Expert & Professional Services	MN Department of Labor and Industry		50.00
	11/23/2026	602 Sewer	Training & Education	MN Wastewater Operators Association		100.00
	11/23/2026	602 Sewer	Training & Education	MN Wastewater Operators Association		100.00
	11/23/2026	101 General	Vehicle/Equipment Parts	Napa Auto Parts		37.79
	11/23/2026	101 General	Supplies	Nartec Inc		506.95
	11/23/2026	101 General	Vehicle/Equipment Parts	Northstar Powersports & Marine		64.99
	11/23/2026	101 General	Vehicle/Equipment Parts	Northstar Powersports & Marine		479.93
	11/23/2026	101 General	Legal Notices & Recording	Petty Cash		1.65
	11/23/2026	101 General	Legal Notices & Recording	Petty Cash		1.65
	11/23/2026	101 General	Other Miscellaneous Revenue	Petty Cash		5.40
	11/23/2026	101 General	Legal Notices & Recording	Petty Cash		1.65

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
[redacted]	11/23/2026	101 General	Legal Notices & Recording	Petty Cash		1.65
	11/23/2026	101 General	Legal Notices & Recording	Petty Cash		1.65
	11/23/2026	101 General	Safety Equipment	Plymouth Shoe Store		195.00
	11/23/2026	101 General	Advertising - Other	Power 96 - KQPR FM		20.00
	11/23/2026	101 General	Furniture, Equipment & Tools	Raleigh's Ace Hardware		16.19
	11/23/2026	602 Sewer	Supplies	Raleigh's Ace Hardware		4.48
	11/23/2026	101 General	Building Maintenance	Raleigh's Ace Hardware		31.45
	11/23/2026	101 General	Building Maintenance	Raleigh's Ace Hardware		18.89
	11/23/2026	101 General	Supplies	Raleigh's Ace Hardware		15.28
	11/23/2026	602 Sewer	Supplies	Raleigh's Ace Hardware		10.01
	11/23/2026	101 General	Furniture, Equipment & Tools	Raleigh's Ace Hardware		129.99
	11/23/2026	602 Sewer	Supplies	Raleigh's Ace Hardware		8.99
	11/23/2026	101 General	Supplies	Raleigh's Ace Hardware		45.30
	11/23/2026	101 General	Supplies	Raleigh's Ace Hardware		40.10
	11/23/2026	101 General	Supplies	Raleigh's Ace Hardware		51.07
	11/23/2026	101 General	Furniture, Equipment & Tools	Raleigh's Ace Hardware		-16.19
	11/23/2026	601 Water	Vehicle/Equipment Parts	RDO Construction Equipment Co		310.89
	11/23/2026	101 General	Building Repair Supplies	Rink Systems, Inc.		1,704.00
	11/23/2026	101 General	Furniture, Equipment & Tools	Rink Systems, Inc.		1,174.50
	11/23/2026	101 General	Expert & Professional Services	Rohn Industries, Inc		77.37
	11/23/2026	601 Water	Vehicle and Equipment Repairs	Ronco Engineering Sales		347.70
	11/23/2026	101 General	Supplies	Schilling Supply Company		462.72
	11/23/2026	101 General	Library Selco/Software	Selco		1,937.27
	11/23/2026	101 General	Library Selco/Software	Selco		-111.20
	11/23/2026	101 General	Supplies	Sherwin-Williams		167.00
	11/23/2026	101 General	Rents & Leases	Skyline Plaza Associates		4,150.00
	11/23/2026	101 General	Uniforms	Streicher's		1,532.87
	11/23/2026	101 General	Uniforms	Streicher's		2,023.00
	11/23/2026	101 General	Uniforms	Streicher's		64.00
	11/23/2026	101 General	Building Maintenance	Thompson Electric		607.93
	11/23/2026	101 General	Hot Spots	T-Mobile		1,296.29
	11/23/2026	101 General	Vehicle and Equipment Repairs	Total Mechanical Services Inc		2,708.00
	11/23/2026	101 General	Furniture, Equipment & Tools	Trading Post Inc		99.99
	11/23/2026	101 General	Expert & Professional Services	Janet Ungs		1,405.00
	11/23/2026	101 General	Prepaid Postage	United States Postal Service		1,500.00
	11/23/2026	101 General	Building Maintenance	Viking Automatic Sprinkler Company		2,895.00
	11/23/2026	101 General	Uniforms	Kelly Wangsness		75.00
	11/23/2026	603 Solid Waste	Refuse Disposal	Waste Management of Minnesota Inc		2,157.00
	11/23/2026	603 Solid Waste	Refuse Disposal	Waste Management of Minnesota Inc		7,880.17
	11/23/2026	602 Sewer	Refuse Disposal	Waste Management of Minnesota Inc		453.04
	11/23/2026	101 General	Refuse Disposal	Waste Management of Minnesota Inc		423.55
	11/23/2026	602 Sewer	Supplies	WW Goetsch Associates Inc		583.04

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Report Total:		1,750,485.58