



AGENDA FOR THE WORK SESSION AND THE
REGULAR MEETING OF THE
ALBERT LEA CITY COUNCIL – APRIL 22, 2024
WORK SESSION – 5:30 PM – REGULAR MEETING – 7:00 PM

WORK SESSION – 5:30 PM

- I. ANNUAL LIBRARY REPORT/TOUR – LIBRARY DIRECTOR ANNICE SEVETT
- II. REVIEW COUNCIL MEETING AGENDA OF APRIL 22, 2024

REGULAR MEETING – 7:00 PM

- I. **CALL TO ORDER AND ROLL CALL**
- II. **PLEDGE OF ALLEGIANCE**
- III. **CEREMONIAL ITEMS**
 - A. Proclamation Declaring May as REACT Month
 - B. Proclamation Declaring Arbor Day 2024 in the City of Albert Lea as April 26, 2024
- IV. **PUBLIC FORUM**
- V. **CONSENT AND APPROVAL OF AGENDA**
 - A. Approve Minutes of the April 08, 2024 Regular Council Meeting
 - B. Approve Minutes of the April 08, 2024 Work Session
 - C. Approve Minutes of the April 4, 2024 Council/Staff Retreat
 - D. Approve Minutes of the April 12, 2024 Canvass Board Meeting
 - E. License & Permits
 - F. Resolution Declaring Cinco de Mayo A Community Festival
 - G. Resolution Declaring Wind Down Wednesdays As Community Festivals
 - H. Resolution Authorizing Broadway Ridge Renewal Grant Funding for 202 W. Clark Street
 - I. Resolution Approving Plans and Ordering of Bids for the 2024 Alley Reconstruction Project – Job 2405



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VI. PETITIONS, REQUESTS AND COMMUNICATIONS

- A. Albert Lea Fire & Rescue – Albert Lea Care Resource Connection Presentation

VII. UNFINISHED BUSINESS

- A. Ordinance 24-112 Repealing and Replacing in Its Entirety – Chapter 24 – Historical Preservation (2nd Reading)
- B. Resolution Approving Publication Summary – Ordinance 24-112

VIII. NEW BUSINESS

- A. Resolution Approving Guaranteed Energy Savings Agreement with Apex Facility Solutions of Coon Rapids, MN for City Arena Refrigeration System (#1)
- B. Resolution Accepting Bid for the 2024 Neighborhood Improvement Project - Job 2401
- C. Resolution Accepting Bid for the Marshall Street & Sibley Avenue Reconstruction Project – Job 2403
- D. Resolution Accepting Bid for the 7th Street & Winter Avenue Reconstruction Project - Job 2404
- E. Resolution Amending Fee Schedule for 2024
- F. Resolution Approving Workforce Housing Grant Application
- G. Resolution Amending Main Corridors Renewal Grant Policy

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

2023 Highlights and Annual Report Data

Albert Lea Public Library



Background

- Public libraries in Minnesota are required by Minnesota State Statutes (section 134.13) to submit annual reports to the Minnesota Department of Education (MDE). The data is in turn submitted to the Institute of Museum and Library Services for the Public Libraries in the United States Survey.
- The report collects data related to library collections, library usage, and financial information. The data from the Minnesota Public Library Annual Report is made public by MDE later in the year once data is verified. A draft of the Albert Lea Public Library's report is available upon request.

2023 Highlights



Eliminated late fines on all materials to provide more equitable access to information and support the library's mission of providing access to information for all.



Completed LSTA Grant titled "Supporting Immigrant & Refugee Residents in Freeborn County with Library Services."



Increased adult program offerings and saw a significant increase in program attendance across the board.



Implemented branding guidelines and marketing materials to create a cohesive brand identity.

Impact of Eliminating Late Fines

In September 2023, the City Council voted to eliminate late fines on adult materials. While many of the benefits of eliminating fines cannot be measured with statistics, the Albert Lea Public Library has seen an increase in new patrons.

7.5%

7.5% increase in new patrons since eliminating fines on adult materials



Annual Report Data

Cardholders

The total number of cardholders remained steady from 2022 to 2023. The data in the table on the right is broken down into city residents, county residents who do not live within city limits, and reciprocal borrowers, which is the number of individuals who have their home library card activated for use in our system as required by the Minnesota Library Reciprocal Borrowing Compact. The total number of residents with library cards represents about 31% of the total population that is eligible for Albert Lea cards.

Category	# of residents with library cards	Percentage of total
City Resident	7,056	70%
County Resident	2,496	25%
Reciprocal Borrowers	471	5%
Total	10,023	

Computer and Wireless Use

The Albert Lea Public Library saw significant increases in 2023 in usage of the library's public computers and the number of wireless internet sessions, demonstrating the need of these critical services.



31% increase in the number of public computer sessions from 2022 to 2023



51% increase in the number of wireless internet sessions from 2022 to 2023

Program Statistics

The State Annual Report collects program statistics in a variety of categories. The data presented in the table below is simplified to present an overall picture of programming at the Albert Lea Public Library. Two things to note are the increase in the number of programs offered for adults and the total increase in attendance in 2023.

Category	2023 Number of Programs	2023 Attendance	2022 Number of Programs	2022 Attendance
Children's Programs	194	6,188	193	5,139
Adult Programs	87	812	38	373
All Ages Programs	10	665	14	402
Self Directed Activities	66	5,881	67	4,638
Totals	357	13,546	312	10,552



MEMO

Administration

221 East Clark Street, Albert Lea, MN 56007

(507) 377-4330 – info@ci.albertlea.mn.us

To: Mayor and City Council
From: Administration
Date: April 22, 2024
Re: April 22, 2024 City Council Meeting Report (What's Behind It)

V. **CONSENT AND APPROVAL OF AGENDA**

E. Licenses & Permits –

MOBILE VENDOR

B & B Explosive Flavors, LLC – Glenville

CANNABINOID LICENSE

Radhe LLC dba Liquor Depot (New Owner)

TOBACCO LICENSE

Radhe LLC dba Liquor Depot (New Owner)

- F. Resolution Declaring ‘Cinco de Mayo’ as a Community Festival Within the City of Albert Lea - Council may declare Cinco de Mayo as a community festival rather than community event which would then allow on-sale businesses to participate without a Caterer’s permit per State Statute 340A.404, Subd. 4. Staff recommends approval.

See attached resolution.

- G. Resolution Declaring ‘Wind Down Wednesdays’ As Community Festivals - Council may declare Wind Down Wednesdays as a community festival rather than community events which would then allow on-sale businesses to participate without a Caterer’s permit, and would also remove limitations on the number of events that Clubs may participate in, per State Statute 340A.404, Subd. 4. Staff recommends approval.

See attached resolution.

- H. Resolution Authorizing Broadway Ridge Renewal Grant Funding for 202 W. Clark Street – Jamie Kylo has submitted a Broadway Ridge Renewal Grant for reimbursement up to 50% of costs associated with brick restoration (tuck-pointing) in an amount equaling \$7,500.00. All improvements have been completed and reviewed by the City’s Zoning and Building Official for compliance with application requirements. Staff recommends approval of the attached resolution which approves funding for up to 50% of the total project costs.

See attached resolution.

- I. Resolution Approving Plans and Ordering of Bids for the 2024 Alley Reconstruction Project – Job 2405 - On April 8, 2024, the 2024 Alley Reconstruction Project was authorized to proceed. The estimated project cost is \$274,623.76 and would be paid for with assessments, sanitary sewer funds, and City bonding funds.

The plans and specifications have been completed and have been made available to the Council for approval and authorization of bidding. Staff recommends approving the plans and specifications and authorizing of bidding the project.

See attached resolution.

VI. PETITIONS, REQUESTS AND COMMUNICATIONS

- A. Albert Lea Fire & Rescue – Albert Lea Care Resource Connection Presentation

VII. UNFINISHED BUSINESS

- A. Ordinance 24-112 Repealing and Replacing in its Entirety – Chapter 24 – Historical Preservation (2nd Reading) – This is the final reading of the ordinance to repeal and replace the existing Chapter 24 on Heritage Preservation. Staff recommends approval Repealing Chapter 24 and Replacing in its entirety.

See attached ordinance.

- B. Resolution Approving Publication Summary – Ordinance 24-112 - 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 directs the public how to obtain the complete Ordinance. Staff recommends approval to publish an Ordinance Summary for Ordinance 24-112

See attached resolution.

VIII. NEW BUSINESS

- A. Resolution Approving Guaranteed Energy Savings Agreement with APEX Facility Solutions of Coon Rapids, MN for City Arena Refrigeration System (#1) – With the majority of Albert Lea voters approving the referendum to fund improvements at Rec Facilities, the first step for the City Arena is a contract with Apex Facility Solutions for the design phase. This will be the first of two design contracts for the City Council to approve. This first agreement to be voted on in the April 22nd meeting covers the refrigeration system with related projects of frost removal and replacement of the Colstrup Rink floor.

The second agreement to be voted on in the following meeting will cover the remainder of projects managed by Apex. The design contracts are separate to clarify the components eligible for federal funding (investment tax credits). The projects will transition from design to construction via amendments to the design contract later this year. After the design phase, which will include pricing, the Council will decide whether to approve individual construction projects as amendments to the design contract. This first design agreement is presented in Exhibit 1 and will cost \$362,000. This fee was included in the estimates in the proposal so the total cost remains the same. Staff recommends approval.

See attached resolution.

- B. Resolution Accepting Bids for the 2024 Neighborhood Improvement Project – Job 2401 – Engineering has reviewed the bids opened Tuesday, April 9, 2024 for the 2024 Neighborhood Improvement Project. The project has 3 main components: bituminous mill & overlay in the Fairlane Terrace area, bituminous surface and watermain replacement on the Spicer Road- cul-de-sac, and replacement of the bituminous surface on the east end of Hammer Road. The streets in the mill & overlay area include:

- Fairlane Terrace – Richway Drive to Briarwood Drive
- Crestview Road – Fairlane Terrace to Levison Street
- Foothills Boulevard – Crestview Road to Fairlane Terrace
- Spicer Road – Fairlane Terrace to Foothills Boulevard

- Briarwood Drive – Garfield Avenue to Crestview Road
- Kent Avenue – Fairlane Terrace to Levison Street
- Levison Street – Garfield Avenue to Crestview Road
- Columbus Avenue – Hawthorne Street to Crestview Road

Engineering received one bid. Engineering is recommending the low bid of \$1,125,456.89 from Ulland Brothers of Albert Lea, Minnesota. The Engineer's estimate was \$1,153,726.50. The bid abstract is attached.

See attached resolution and bid abstract.

C. Resolution Accepting Bids for the Marshall Street & Sibley Avenue Reconstruction Project – Job 2403 – Engineering has reviewed the bids opened Tuesday, April 16, 2024 for the Marshall Street & Sibley Avenue Reconstruction Project. Work will include complete removal and replacement of the pavement, curb & gutter, sidewalk, sanitary sewer, storm sewer, and watermain. The streets are:

- Marshall Street – Bridge Avenue to E Main Street (TH 65)
- Sibley Avenue – Marshall Street to E. Main Street (TH 65)

The project also involves slip lining a storm sewer. Due to timeline concerns the price from the slip lining company reflected their full construction season. This bid item came in at \$170,775.00, the engineers estimate for this bid item was \$51,750.00. The pipe is in good condition and can wait to be slip lined as part of a larger slip lining project in the future at a cheaper rate. Engineering will remove this item from the contract through a change order, we anticipate this will result in significant savings.

Engineering received three bids. Wencil Construction and Heselton Construction both had addition errors in the total cost. After correction Wencil's submitted a bid for \$1,253,058.00 and Heselton for \$1,314,667.45. The project is awarded to BCM Construction, Inc of Faribault, MN with a low bid of \$1,088,632.00. The Engineer's estimate was \$1,003,517.00. The bid abstract is attached. Staff recommends approval.

See attached resolution and bid abstract.

D. Resolution Accepting Bids for the 7th Street & Winter Avenue Reconstruction Project - Job 2404 – Engineering has reviewed the bids opened Tuesday, April 16, 2024 for the 7th Street & Winter Avenue Reconstruction Project. Work will include complete removal and replacement of the pavement, curb & gutter, sidewalk, sanitary sewer, storm sewer, and watermain. The existing concrete and bituminous pavements will be removed and replaced with a bituminous surface. The streets are:

- 7th Street – SE Broadway Avenue to James Avenue
- Winter Avenue – Fountain Street to Abbott Street

Engineering received four bids. Engineering is recommending the low bid of \$1,312,453.00 from BCM Construction, Inc. of Faribault, Minnesota. The Engineer's estimate was \$1,491,424.50. The bid abstract is attached.

See attached resolution and bid abstract.

E. Resolution Amending Fee Schedule for 2024 – Below are the specific amendments to the fee schedule:

- **Cannabinoid Fees** - According to the League of MN Cities, cities may continue to license edible cannabinoid products until the Office of Cannabis Management begins issuing licenses. Currently, those businesses that sell edible cannabinoid products to consumers must be registered with the Minnesota Department of Health. However, once the OCM begins issuing lower-potency hemp edible retailer licenses, cities are likely preempted from continuing to issue their own licenses and would begin registering retailers through the city's cannabis retailer registration process. This change is expected to begin summer of 2024.
- **Street Openings and Sanitary Sewer Industrial Limits** - This item corrects a multiplication error in the Street Openings. For the sanitary sewer industrial limits, it clarifies the level that charges for BOD, Total Suspended Solids, and TKN go into effect.
- **Reduced Fees for Youth Rec Programs** - The goal of reduced fees for youth rec programs is to remove the financial barrier to participating in programs that

offer physical, mental and social benefits. The City of Albert Lea has offered free swim lessons and Aquatic Center passes to Freeborn County Head Start students the past 2 years. The results of the swim program have been mixed, with half the students not showing for swim lessons, despite extra communications. The Recreation Department would like to replace this program with reduced fees for any youth residing in Albert Lea who receives some form of assistance from the Freeborn County Department of Human Services, State of Minnesota or Federal Government. It can be food assistance, daycare assistance, subsidized housing, MN Sure insurance, or Social Security benefits. Called a scholarship, it would cover 70% of a program fee with the participant providing the remaining 30%. By requiring some participation in the fee, staff believe students would be more committed to completing the requirements. We also believe the scholarship program is more equitable by opening access to discounted rates for more youth.

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- **Changes to Mobile Vendor Reservations** – The City is exploring working with a local business on a start-up program that will make reservations and access possible through a 3rd party pay and locking system. This will be similar to bike or kayak rentals. The price needs to be changed from “electric only” to “reservation” regardless of electric use in order for the agreement to work. This will be explored for approximately 24 months.

See attached resolution.

- F. **Resolution Approving Workforce Housing Grant Application** – The option that has been chosen for this grant application is 100% residential with support services placed to minimize the number of units on the ground level. Roughly this is a \$17M project. With at least a \$6.3M dollar gap. Of which \$4.25M is hoped for in a Workforce Housing Grant. The City’s match is \$2,125,000 through already expended demolition and site correction costs, any potential forgiveness of land value in the purchase price, and present value in a “pay-go” TIF agreement.

The City or developer cannot simply say that we have a housing shortage. We have to provide some kind of shortage. The city has two recent rental market studies showing our vacancy rate is less than 5%. These units are market rate housing and

are not subsidized lower rents or restricted by income. Viewing the proforma there is a risk to the investors. Lowering the risk without creating unreasonable profits by the investors does require governmental assistance in the amount shown in the resolution.

Local benefit is an improved block on our main throughway. Mix of living and retail in a downtown is a necessity to keep a downtown active. The City may in the end expend more money demolishing buildings so preventing this from happening is important for the City financially. The county, school district and city have stated one of their top goals or need is more housing. Through TIF all three agencies participate on a solution if this grant is awarded. City Manager recommends approval.

See attached resolution.

- G. Resolution Amending Main Corridors Renewal Grant Policy – Attached is a draft of the Main Corridors Renewal Grant Policy which was been amended to include commercially zoned properties along the Front Street corridor. Staff estimates that this amendment could financially benefit between 20-30 commercial properties throughout the Front Street corridor as indicated on the attached map.

This amendment is a result of public inquiry and was followed up with Council discussion at the work session in early April at which time staff was asked to provide an update on the fund balance -- \$270,168.27 remains in fund 227 which is used for both Broadway Ridge and Main Corridor Grants. However, there are several pending grant requests for various properties (Freeborn Bank, Jacobson, Hobby Shop, etc.) which could significantly reduce that balance by the end of 2024. Staff recommends approval.

See attached resolution and map.

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
April 8, 2024 - 5:30 P.M.**

PRESENT: Mayor Rich Murray, Councilors Rachel Christensen, Larry Baker, Jason Howland, Sherri Rasmussen, Robert Rasmussen, Brian Anderson, City Manager Ian Rigg, Public Works Director Steven Jahnke, City Attorney Joel Holstad of Lake National Law LLP, and City Clerk Daphney Maras.

ADDITIONAL STAFF PRESENT: City Planner Megan Boeck, Sergeant-at-Arms-Public Safety Director JD Carlson.

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

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

CEREMONIAL ITEMS – None

PUBLIC FORUM – None

CONSENT AND APPROVAL OF AGENDA

- A. Approve Minutes of the March 25, 2024 Regular Council Meeting
- B. Approve Minutes of the March 25, 2024 Work Session
- C. License & Permits
- D. Resolution Accepting Bid and Awarding Contract for the Academy Park and the Fairway Raingarden Construction Project – Job 2318
- E. Resolution Approving Plans and Bidding for the MNDOT Front & Broadway Signal and Margaretha & Broadway Signal Project
- F. Resolution Relinquishing MN DEED Contamination Cleanup and Investigation Grant

Rigg explained the City of Albert Lea applied for a MN DEED Contamination Cleanup and Investigation Grant for the remediation of the Blazing Star Apts. Phase II. The grant application was approved by Resolution 22-234 which required an end user and a completed development by December 30, 2025. Due to unstable markets and the lack of financing options, the developer is unable to commit to the terms of the grant and unwilling to sign a development agreement. In order to remain in good standing with MN DEED for future applications, the City should relinquish the grant funds with the plan to reapply for future grant cycle. Staff recommends approval of the attached Resolution Relinquishing Grant Funds.

- G. Resolution Rejecting Bids for Blazing Star Phase II Response Action Plan Implementation Project – Job 2407

Rigg said City Engineering and Braun Intertec have reviewed the bids opened Tuesday, February 20, 2024 for the Blazing Star Phase II Response Action Plan Implementation Project. The proposed project involves excavation and disposal of contaminated soil, and import and placement of clean soil throughout the site.

Engineering received four bids. The low bid of \$798,868.00 was submitted by Larson Contracting Central LLC of Lake Mills, Iowa. The bid abstract is attached. The Engineer's estimate was \$868,000.

Because the developer is not able to proceed at this time, the Deed funds will be returned and the bids will be rejected.

- H. Resolution Approving Gambling Permit – Confidence Learning Center at Eagles Club
- I. Resolution Accepting Donations as Presented to the City of Albert Lea
- J. 2024 Hometown Pride Cleanup Day, April 27, 2024

Motion made by Councilor Baker to approve the consent agenda as read, seconded by Councilor S. Rasmussen. On roll call vote, the following councilors voted in favor of said motion: Christensen, Baker, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 24-064 through 24-069
Included with these minutes)

PETITIONS, REQUESTS AND COMMUNICATIONS

A. Presentation and Resolution 24-070 Approving Purchase of Playground Equipment, Construction of Playground Surface, and Assembly of Equipment for the “All Together Albert Lea Inclusive Playground” – Job 2316

The All Together Albert Lea Inclusive Playground group has been fundraising for an inclusive playground which will be donated to the City of Albert Lea. The group has previously presented this project to the City Council and tonight, committee members Sara Stultz and Kara Paulson provided an update in the public forum tonight. The City supports this project and has contributed towards this project.

On May 10, 2023 the City agreed to fund \$350,000 toward the inclusive park and entered into an agreement with the All Together Inclusive Playground group. Larson Contracting was also hired as the construction manager at that time. The project now has adequate funding to proceed with the project.

This resolution would approve an agreement between the City of Albert Lea and Landscape Structures for the playground equipment and another agreement with Flagship Recreation to perform construction of the play surface and assembly of the equipment. These contracts are being executed to utilize the state bid contract pricing on certain items which can only be done by a governmental agency.

Cost:

\$318,981.78 Playground Equipment from Landscape Structures
\$426,452.35 Surface Construction & Equipment Assembly from Flagship Recreation

The Freeborn County Chamber Foundation is acting as the non-profit fiscal agent for All Together Albert Lea Inclusive Playground group. The Freeborn County Chamber Foundation will reimburse the City for any purchases made for this inclusive playground.

Motion made by Councilor Howland, seconded by Councilor Christensen. On roll call vote, the following councilors voted in favor of said motion: Christensen, Baker, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 24-070
Included with these minutes)

UNFINISHED BUSINESS

A. Resolution 24-071 Ordering Improvement and Preparation of Plans for the 2024 Alley Reconstruction Project – Job 2405

A public hearing was called for City Job No. 2405 on March 11, 2024 and was held on March 25, 2024.

The proposed project calls for the reconstruction of 840' of alleys between Elizabeth Avenue and Newton Avenue from Clark Street to College Street. The new pavement is proposed to be a concrete surface and will be dish-shaped to channel water to the center and then carried out to the street. The existing pavements are in very poor condition and are deteriorated past the point where routine maintenance practices are effective.

Assessments will be levied to the benefiting properties based upon removing and replacing the existing alley pavements to the same 20-foot width with a 6" thick concrete pavement. The proposed preliminary assessment rate is \$120.80 per alley foot. Highest assessment after side credit is \$14,222.32, the lowest is \$2,691.42 and an average of \$8,603.04.

There are 16 properties proposed to be assessed as part of this project. A preliminary assessment roll is attached to this report. The neighborhood meeting was held on March 7, 2024 to discuss with the impacted residents and businesses. No property owner showed to the meeting, most expressed support for the work being done. Following the assessment policy, the assessments will be over 10 years. The interest rate will be based on bonding in 2024.

The estimated project cost is \$274,623.76 and would be paid for with assessments (\$137,648.57), sanitary sewer funds (\$60,416.00), and City bonding funds (\$76,559.19).

In order to use assessments as a funding source for bonding on this project 4/5 of the Council must vote in favor of proceeding. After the public hearing on March 25th, Council voted down the resolution requiring a super-majority. Staff was asked to bring this back to the Council.

Motion made by Councilor Baker, seconded by Councilor Anderson. On roll call vote, the following councilors voted in favor of said motion: Christensen, Baker, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 24-071
Included with these minutes)

NEW BUSINESS

A. Resolution 24-072 Approving Professional Services Agreement with Braun Intertec for the Preparation of Plans & Specifications for the NE Corner of the Blazing Star Landing – Job 2413

The attached resolution would approve a professional service agreement with Braun Intertec for the preparation of plans and specifications for the Environmental Remediation of the Blazing Star Landing, NE Corner.

In October of 2023 the City applied for a Deed Cleanup Grant and was awarded that grant in March of 2024. This grant will pay approximately \$174,036 of the estimated \$483,210 environmental clean-up project. This professional services agreement would prepare the plans and specifications for bidding this remediation project.

The plans and specifications would be completed this spring, and the project would be advertised early summer with construction occurring summer and early fall in order to have the site ready for development in late 2024. Staff is recommending approval of the professional services agreement with Braun Intertec.

Motion made by Councilor Anderson, seconded by Councilor R. Rasmussen. On roll call vote, the following councilors voted in favor of said motion: Christensen, Baker, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 24-072
Included with these minutes)

B. Ordinance 24-112 Repealing and Replacing in Its Entirety – Chapter 24 – Historical Preservation (1st Reading)

The Heritage Preservation Guideline Update includes an Ordinance meant to repeal and replace the existing Chapter 24 on Heritage Preservation—because so much of what is in the guidelines is also in ordinance, an amendment was required. Staff recommends approval of Ordinance Repealing Chapter 24 and Replacing in its entirety.

Motion made by Councilor Baker, seconded by Councilor S. Rasmussen. On roll call vote, the following councilors voted in favor of said motion: Christensen, Baker, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Ordinance 24-112)

Included with these minutes)

C. Resolution 24-073 Adopting the Heritage Preservation Guideline Update

City Planner Boeck displayed a slideshow outlining the guidelines. She explained In January of 2023 city staff applied for and was awarded a Certified Local Government (CLG) Grant from the State Historic Preservation Office (SHPO) to update the local heritage preservation guidelines which were outdated and difficult for property owners to utilize. MacDonald and Mack-Pigeon Consulting were the chosen consultant to work with staff and the Heritage Preservation Commission throughout the last year.

The updated guidelines outline the Secretary of the Interiors four standards for treating historic properties— including preservation, rehabilitation, reconstruction and restoration. In addition, the updated guidelines include a process for administrative or staff approvals, significant resources on acceptable modern materials, updates to the distract map and non-contributing properties within—all of which are meant to streamline the process from project inception to final approval.

Lastly, the final guideline document was emailed to Council on March 15th and posted to the City's website on April 4th.

https://cityofalbertlea.org/wp-content/uploads/Albert-Lea-Design-Guidelines_2024.pdf

Motion made by Councilor Baker, seconded by Councilor R. Rasmussen. On roll call vote, the following councilors voted in favor of said motion: Christensen, Baker, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 24-073
Included with these minutes)

MAYOR AND COUNCIL REPORTS:

First Ward, Councilor Christensen reported:

- Ward Items – None
- Committee Update – Shout out to the organizers of the Humane Society fundraiser as well as to the residents who participated. Acknowledged the Memory Café supported by the Chamber of Commerce and described the services provided. Encourages residents to vote in the referendum tomorrow.

Second Ward, Councilor Baker reported:

- Ward Items – Referred a couple ward items to the City Manager.
- Committee Update – Attended the HRA Board meeting and commented on the positive results brought forth with the new director on-board. Attended the ALEDA meeting last week and reported there are a lot of great things happening behind the scenes moving Albert Lea in the right direction. Talked with a resident about the upcoming referendum. Said the recent council retreat was one of the best he has attended thus far.

Third Ward, Councilor Howland reported:

- Ward Items – None
- Committee Update – Attended the CVB Board meeting and reported they are adding a couple of new board members. Attended the council retreat and concurred with Councilor Baker in that it was a productive meeting. Encourages residents to vote in the referendum tomorrow. Announced Albert Lea Community Theatre has open auditions for the upcoming musical Fiddler on the Roof.

Fourth Ward, Councilor S. Rasmussen reported:

- Ward Items – Thanked residents for their support in recent fundraising efforts for the Humane Society and the All-Inclusive Playground.
- Committee Update – Attended the HRA Board meeting last week and commended the new Director in her capacity.

Fifth Ward, Councilor R. Rasmussen reported:

- Ward Items – Working on a couple of ward items.
- Committee Update – Attended the recent council retreat and found it beneficial. Encourages residents to vote in the referendum tomorrow. Commended the All-Inclusive Play Park committee members for their presentation this evening.

Sixth Ward, Councilor Anderson reported:

- Ward Items – None
- Committee Update – Attended the HRA Board meeting last week and concurs with the service of the new HRA Director, Debra Mitchell. Attended the recent council retreat and appreciated all the information. Encourages residents to get out and vote in the referendum tomorrow.

MAYOR REPORT:

Attended the following:

- Freeborn Mower Cooperative annual meeting
- Provided a presentation at the AL Family Y regarding the referendum
- Attended ALEDA Special Projects Meeting, as well as the regular ALEDA meeting last Wednesday
- He and City Manager Rigg went to the State Capital and met with the Director of DEED in the Governor's office
- Concurred the Council Retreat meeting was very beneficial
- Presented at the Noon Kiwanis meeting today at Wedgewood Cove

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

CITY MANAGER REPORT

- Commended council and staff for their participation in the recent Council Retreat meeting
- Staff is working with HRA in an administrative capacity and will continue assisting
- Next Work Session will include presentations from the Fire Department and the Library
- Spoke of the meeting he and Mayor attended with the Director of Deed at the State Capital last week

- Currently reviewing organizational structures within City Departments
- Hometown cleanup is scheduled April 27th at the Albert Lea Transfer Station. Invited council members to assist at the landfill that day with unloading vehicles.
- Spoke of the positive activity in the City over the last 4-5 years including new Apartment complexes and businesses, as well as the revamped/reused buildings in the downtown area.

APPROVAL OF CLAIMS

A. Resolution 24-074 Approving Claims

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

The attached resolution directs the Mayor and City Treasurer to issue the 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 Christensen, to approve the claims, seconded by Councilor Baker. On roll call vote, the following councilors voted in favor of said motion: Christensen, Baker, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 24-074
Included with these minutes)

Councilor Howland motioned for adjournment, Councilor Anderson seconded. That there being 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, April 22, 2024. On roll call vote, all councilors voted in favor of said motion.

Mayor Murray declared the motion passed and the meeting adjourned.

ADJOURNMENT: 7:52 P.M.

Mayor Rich Murray

Daphney Maras
Secretary of the Council

**WORK SESSION MEETING
CITY COUNCIL CHAMBERS, CITY OF ALBERT LEA
April 8, 2024 - 5:30 P.M.**

PRESENT: Mayor Rich Murray, Councilors Rachel Christensen, Larry Baker, Jason Howland, Sherri Rasmussen, Robert Rasmussen, Brian Anderson, City Manager Ian Rigg, Public Works Director Steven Jahnke, City Attorney Joel Holstad of Lake National Law LLP, and City Clerk Daphney Maras.

ADDITIONAL STAFF PRESENT: City Planner Megan Boeck, Community Engagement Enrichment Director Cathy Malakowsky, Finance Director Kristi Brutlag, Human Resource Director Mike Zelenak, Sergeant-at-Arms-Public Safety Director JD Carlson.

I. HISTORIC PRESERVATION GUIDELINES

Boeck delivered a PowerPoint describing the Heritage Preservation Guideline and Ordinance update. She explained previous guidelines worked to achieve restoration of buildings back to their original stature. This proved to be difficult with the amount of changes a building might see over several decades such as property owners, lack of maintenance, change of use, and trends. The new guidelines lean more on preserving what is current, even if that is not the original. The updated guidelines also work around a period of significance which are buildings constructed between 1874-1953 with consideration in distinction of contributing versus non-contributing properties, noting non-contributing properties are those which have lost their historic elements. These buildings will no longer require future Historical Preservation Committee approvals as there is no historic preservation process for buildings considered non-contributing. Lastly, the guideline update includes an ordinance meant to repeal and replace the existing Chapter 24 on Heritage Preservation. Because so much of what is in the guidelines is also in the ordinance thereby requiring the repeal and replace amendment.

To Howland's question, Boeck explained HPC approval would continue to be required for any major structural repairs or façade elements while smaller less invasive updates or repairs will be approved by staff. This process will allow projects to move forward more quickly by eliminating the need for a public hearing.

City Manager Rigg mentioned that he received an inquiry from a property owner in the historic district requesting the \$50,000 limit on the current Broadway Ridge Grant funds used in the historic district be extended. This is due to unforeseen costs the property owners have incurred to securing the building while also meeting the HPC guidelines. Councilor Baker suggested with the increase in building materials, it may be prudent to consider increasing the current eligible funding limit all together. Rigg explained the complications of increasing the limit due to contributing versus non-contributing properties. Mayor Murray suggested a thorough review before permanently increasing funding limits to the BRG policy. Discussion continued regarding the BRG funding program including how much has been granted, what is left, and what is expected in the future. Rigg offered to bring that information forward at the next council meeting.

II. REVIEW OF THE COUNCIL MEETING AGENDA OF APRIL 8, 2024

City Manager Rigg reviewed the council agenda providing details of each item, and invited councils' questions and comments.

- A. Approve Minutes of the March 25, 2024 Regular Council Meeting
- B. Approve Minutes of the March 25, 2024 Work Session
- C. License & Permits
- D. Resolution Accepting Bid and Awarding Contract for the Academy Park and the Fairway Raingarden Construction Project – Job 2318
- E. Resolution Approving Plans and Bidding for the MNDOT Front & Broadway Signal and Margaretha & Broadway Signal Project

Public Works Director Jahnke responded to Councilor Howland's question explaining the railroad crossing signal and stop lights on Broadway will all be updated by MNDOT; however, a precise date has not been scheduled.

Councilor Anderson spoke of concerns related to the operation of the railroad crossing signal on Margaretha & Broadway and lack of a left turn option when the crossing bars are down. Jahnke said the signal project on the agenda tonight is proposed with pedestrians in mind rather than vehicles. However, although he doesn't think that change could be incorporated into this project at this time, he will present the concern to MNDOT.

- F. Resolution Relinquishing MN DEED Contamination Cleanup and Investigation Grant
- G. Resolution Rejecting Bids for Blazing Star Phase II Response Action Plan Implementation Project – Job 2407
- H. Resolution Approving Gambling Permit – Confidence Learning Center at Eagles Club
- I. Resolution Accepting Donations as Presented to the City of Albert Lea
- J. 2024 Hometown Pride Cleanup Day, April 27, 2024

PETITIONS, REQUESTS AND COMMUNICATIONS

- A. Presentation and Resolution Approving Purchase of Playground Equipment, Construction of Playground Surface, and Assembly of Equipment for the "All Together Albert Lea Inclusive Playground" – Job 2316

UNFINISHED BUSINESS

- A. Resolution Ordering Improvement and Preparation of Plans for the 2024 Alley Reconstruction Project – Job 2405

Rigg reminded council that in order to use assessments as a funding source for bonding on this project, 4/5 of the Council must vote in favor of proceeding. After the public hearing on March 25th, two council members voted down the resolution requiring a super-majority. Staff was asked to bring this back to the Council.

Mayor Murray asked Councilor Baker and Rasmussen if they have since had their questions answered to which Baker responded his questions were answered and he is ready to move

April 8, 2024

forward. Jahnke added that Mr. Benda met with the Public Works staff at the project location and reviewed the plan with him. The remaining property owners have indicated their support to move forward. Mayor Murray and councilors Christensen and Howland agreed the repairs are unquestionable as the alley is profoundly deteriorated.

NEW BUSINESS

- A. Resolution Approving Professional Services Agreement with Braun Intertec for the Preparation of Plans & Specifications for the NE Corner of the Blazing Star Landing – Job 2413
- B. Ordinance Repealing and Replacing in Its Entirety – Chapter 24 – Historical Preservation (1st Reading)
- C. Resolution Adopting the Heritage Preservation Guideline Update

Councilor Christensen inquired if SHIP Grant money would pay for a traffic study in consideration of installation of a stop sign on Broadway and Fountain St. Rigg responded that a traffic study was done in that area approximately 10 years ago. Jahnke added the study was done in 2013 and this is one of the main corridors meant to be kept open for traffic with the hope the bump-outs that were installed would slow traffic.

Councilor S. Rasmussen asked what it would take to install flashing lights on Bridge St. by New Denmark park. Jahnke responded the cost would be in the \$30,000-\$40,000 range. Rigg added there is a controlled intersection on Marshall St. and Bridge St. and believes it is important to encourage people to use the crosswalks in the area. Christensen suggested if a boat dock is installed on Bridge St., flashing signs in that area should be considered. Rigg said these concerns have been brought up and a study was previously completed. He offered to bring forth the results of those conversations and studies to council.

Council concluded with discussion related to City/County shared assessments and sales tax to benefit the community.

MAYOR AND COUNCIL REPORTS

CITY MANAGER REPORT

APPROVAL OF CLAIMS

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

ADJOURNMENT – 6:32 P.M.

Dated this 8th day of April, 2024

Daphney Maras
Council Secretary

**SPECIAL COUNCIL MEETING
CITY OF ALBERT LEA FIRE STATION
APRIL 4, 2024 – 5:00 pm**

PRESENT: Mayor Rich Murray, Councilors Rachel Christensen, Larry Baker, Jason Howland, Sherri Rasmussen, Robert Rasmussen and Brian Anderson. City Manager Ian Rigg, Public Works Director Steven Jahnke, Public Safety Director JD Carlson, Human Resource Director Mike Zelenak, Finance Director Kristi Brutlag, Deputy Fire Chief Jeff Laskowske, Community Engagement and Enrichment Director Cathy Malakowsky, Building/Zoning Official Wayne Sorenson, City Planner Megan Boeck, Assistant Director of Public Works Ryan Hajek, and City Clerk Daphney Maras.

SPECIAL MEETING AGENDA OF APRIL 4, 2024

A. Introductions

B. Presentation on Blazing Star

City Manager Rigg displayed a PowerPoint and delivered an outline of the proposed Blazing Star Development. The site rendering of Phase I to include a convenience store/gas station. Phase II is anticipated to include future housing. Rigg detailed potential costs to developers as well as the City. Rigg responded to councils' questions.

C. Budgeting Process and Goal Setting

Finance Director Kristi Brutlag displayed a slideshow and provided an overview of the 2025 budget schedule and processes. She responded to questions and council exchanged dialogue.

D. Project Updates

Building/Zoning Official Wayne Sorensen provided background on recent zoning and ordinance changes. Discussion also included proposed future cannabis licensing in Minnesota. An ordinance related to zoning for cannabis will be introduced to council in May.

City Planner Megan Boeck delivered a presentation related to Housing. She provided an update on the most recent housing development, Sky Flats, noting they have met substantial completion threshold and have a pre-leasing agent on-site. She explained the Blazing Start Apartments – Phase II has struggled with moving forward with development due to the high interest rates and cost of materials. At this time the grant funding will be relinquished in order for the City to remain eligible for future grant cycles. Boeck described the proposed housing and retail projects on the 300 Block of S. Broadway. This entire block is now owned by Rebound Partners. She described the historic features that were removed some time ago on some of the buildings within that block. She described the Workforce Housing Grant application processes and deadline. She concluded with displaying a chart revealing income limits by household size and describing subsidized and workforce or market rate housing. Boeck responded to councils' questions.

E. Project Funding Sources and Assessment Outcomes

Brutlag and Public Works Director Steven Jahnke presented a slideshow related to assessments. Brutlag described sidewalk improvement districts including the required benefit test when it is assessed, citing the difficulty in showing the benefit for a property that is not adjacent to the sidewalk. Jahnke explained the process on capping assessments based on value. He provided scenarios of what capping assessments might look like. Concluding this method would be time intensive because staff would still have to do all the steps to determine assessments, as is the current process, while also reviewing the value of every home. Additionally, this is a very complex method and does not always workout fairly to each property owner.

Council ensued discussion related to assessing options and concurred this is a subject that will continue to be evaluated.

F. City County Shared Position

Rigg described the Grant Writing position as proposed by the County to be shared with the City. He anticipates the City utilizing 25-50% of the services and the individual would be an employee of the County. The City would simply cost share based on a set fee. He spoke of the pros and cons of this service. Rigg described the time and commitment to current staff applying for grants. Anderson questioned if this position might be cumbersome to current staff as the grant writer would need to retrieve particular information from the staff member, thereby consuming a lot of staff time. Councilor S. Rasmussen spoke of her concerns and does not support this shared position. Councilor Christensen said she would prefer a contracted position. Ultimately, council directed the City Manager to proceed with obtaining additional details without committing at this time.

G. Next Meeting – Mayor Murray suggested scheduling the next council retreat meeting in June.

H. Thoughts, Recap and Forward View – Mayor Murray asked council if they found this meeting beneficial to which they all responded with positive remarks. He commended staff and council for their commitment and support to the City and the residents. He spoke of the positive direction the City is moving and looks forward to continued growth.

ADJOURNMENT – 8:24 PM

Motion made by Councilor Anderson, seconded by Councilor Howland, that there being no further business, the Council meeting adjourned until the next regular meeting of the Albert Lea city Council at 7:00 pm on Monday, April 22, 2024.

Dated this 4th day of April, 2024

Daphney Maras
Secretary to the Council

**CANVASS BOARD MEETING MINUTES
CITY COUNCIL CHAMBERS, CITY OF ALBERT LEA
Friday, April 12, 2024 – 10:00 A.M.**

Pursuant to due call and notice thereof, a special meeting of the City Council of the City of Albert Lea, Minnesota, was called and held in the City Council Chambers at City Hall on Friday, April 12, 2024 at 10:00 o'clock A.M.

PRESENT: Mayor Rich Murray, Councilors Rachel Christensen, Jason Howland, Sheri Rasmussen, Brian Anderson. City Clerk Daphney Maras

ABSENT: Councilors Larry Baker, Robert Rasmussen and City Manager Ian Rigg

RESOLUTION 24-075 ACCEPTING RESULTS OF SPECIAL ELECTION

City Clerk Maras presented affidavits of posting and publication of a Notice of Special Election held in accordance with the resolution of the City of Albert Lea adopted on January 22, 2024, authorizing the special election to vote on the question of the city of Albert Lea issuing general obligation bonds in an amount not to exceed \$9,800,000 to finance the betterment of the City's Arena, Theater, Aquatic Center, and Splash Pad Restrooms; and also presented the official returns of the judges of special election. Said affidavits and returns were dully examined, approved and ordered placed on file in the office of the City Clerk.

This resolution certified the results.

Motion made by Councilor Christensen, seconded by Councilor Anderson to adopt Resolution 22-075 Accepting Results of the Special Election. On roll call vote, the following councilors voted in favor of said motion: Mayor Murray, Councilors Christensen, Howland, S. Rasmussen, and Anderson. Mayor Murray declared the motion passed and the resolution adopted.

(See Secretary's Original Resolution 24-075
Included with these minutes.)

ADJOURNMENT – 10:06 A.M.

Motion to adjourn was made by Councilor Howland, seconded by Councilor Christensen. There being no further business, the meeting is adjourned. On roll call vote, all Councilors voted in favor of said motion. Mayor Murray declared the motion passed.

Secretary of the Council

Mayor Rich Murray

5E - Licenses and Permits

Council Approval 04-22-2024

All Licenses Listed Are Located In Albert Lea Unless Otherwise Indicated

MOBILE VENDOR

B & B Explosive Flavors LLC - Glenville

CANNABINOID LICENSE

Radhe LLC dba Liquor Depot (New Owner)

TOBACCO LICENSE

Radhe LLC dba Liquor Depot (New Owner)

RESOLUTION 24-

Introduced by Councilor

RESOLUTION DECLARING 'CINCO DE MAYO' AS COMMUNITY FESTIVALS WITHIN THE
CITY OF ALBERT LEA

WHEREAS, The City of Albert has received a request from the Albert Lea Conventions and Visitors Bureau to declare “Cinco De Mayo” as a Community Festival; and

WHEREAS, the City desires to encourage community festivals and other downtown celebrations.

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

Sec. 1. For the year 2024, the City of Albert Lea declares “Cinco de Mayo” as a Community Festival. The festival is scheduled to be held on May 3, 2024 from 11 AM to 8 PM at the North Broadway Parking Lot.

Sec. 2. That alcohol may be consumed at the North Broadway Parking Lot area enclosed for this festival, and served in properly marked containers by licensed vendors.

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, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray;

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

Introduced and passed this 22nd day of April, 2024

Mayor Rich Murray

Filed and attested this 23rd day of April, 2024

Secretary of the Council

RESOLUTION 24-

Introduced by Councilor

RESOLUTION DECLARING 'WIND DOWN WEDNESDAYS' AS COMMUNITY FESTIVALS
WITHIN THE CITY OF ALBERT LEA

WHEREAS, The City of Albert Lea has received a request from the Albert Lea Conventions & Visitors Bureau and the Wind Down Wednesday event committee to declare "Wind Down Wednesdays" as Community Festivals; and

WHEREAS, the City desires to encourage community festivals and other downtown celebrations.

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

Sec. 1. For the year 2024, the City of Albert Lea declares "Wind Down Wednesdays" as Community Festivals. The festivals are scheduled to be held on June 12, July 10 and August 14, 2024 from 11 AM to 8 PM.

Sec. 2. That part of Broadway Avenue from William Street to Marion Ross Street.

Sec. 3. That alcohol may be consumed on the street and sidewalk area enclosed for this event, and served in properly marked containers by licensed vendors.

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, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray;

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

Introduced and passed this 22nd day of April, 2024

Mayor Rich Murray

Filed and attested this 22nd day of April, 2024

Secretary of the Council

RESOLUTION 24-___

Introduced by Councilor

RESOLUTION AUTHORIZING BROADWAY RIDGE GRANT FOR 202 W CLARK STREET- JAMIE
KYLLO

WHEREAS, the Broadway Ridge Grant Fund was established to provide financial assistance to owners of historic, commercial property that are interested in making façade improvements in order to preserve the historic character of the buildings; and

WHEREAS, Jamie Kyllo has applied for matching grant funds and the improvements at 202 W Clark Street have been reviewed and inspected by the City's Building Official; and

WHEREAS, the City has authorized a Broadway Ridge Renewal Grant Fund Policy in support of a qualifying project for any one building that shall not exceed Fifty-Thousand and 00/100 Dollars to be awarded to provide for improvements and restoration of certain areas of the building; and

WHEREAS, the qualifying project at 202 W Clark Street consists of brick restoration (tuck-pointing) with up to seven thousand five hundred dollars and 00/100's (\$7,500.00) in matching funds to be dispersed 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 dispersing of Broadway Ridge Grant Funding for Albert Lea Art Center at 202 W Clark Street, 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 Christenson, Baker, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray;

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

Introduced and passed this 22nd day of April, 2024

Mayor Rich Murray

Filed and attested this 23rd day of April, 2024

Secretary of the Council

RESOLUTION 24-

Introduced by Councilor

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT OF BIDS FOR THE 2024 ALLEY RECONSTRUCTION PROJECT
JOB 2405

WHEREAS, pursuant to a resolution passed by the council on April 8, 2024, the City Engineer has prepared plans and specifications for the 2024 Alley Reconstruction Project – Job 2405. The alleys are as follows:

City alleys between Elizabeth Avenue & Newton Avenue from Clark Street to College Street

WHEREAS, this project will include alley pavement reconstruction and manhole repairs;

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

Sec. 1. A copy of the plans and specifications are available for review.

Sec. 2. The City Clerk shall prepare and cause to be inserted in the official newspaper and in the QuestCDN an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published in each of said publications at least once not less than three weeks and shall specify the work to be done. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the clerk for 5% percent of the amount of such bid.

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, Howland, R. Rasmussen, S. Rasmussen, Anderson and Mayor Murray;

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

Introduced and passed this 22th day of April, 2024

Mayor Rich Murray

Filed and attested this 23rd day of April, 2024

Secretary of the Council

ORDINANCE NO. 24-112

Introduced by Councilor

AN ORDINANCE REPEALING CHAPTER 24, ARTICLE I AND II. – HISTORICAL PRESERVATION SEC. 24.001 – SEC. 24.033 AND REPLACING IN ITS ENTIRETY

THE CITY COUNCIL OF ALBERT LEA, MINNESOTA ORDAINS:

SECTION 1. Chapter 24, Article I and II. – Historical Preservation Sec. 24.001 – Sec. 24.033 of the Code of Ordinance of the City of Albert Lea, Minnesota is hereby repealed in its entirety and replaced as follows:

CHAPTER 24 – HERITAGE PRESERVATION

ARTICLE I. – GENERAL PROVISIONS

Sec. 24.001. – Public policy and purpose.

The city council finds that the archaeological, architectural, engineering, historical, and cultural heritage of the city is among its important assets. Therefore, the purpose of this chapter is to establish a municipal program of heritage preservation, as authorized by Minn. Stats. § 471.193, to promote the conservation and rehabilitation of historic properties for the education, inspiration, pleasure and enrichment of the citizens and visitors of the city.

To this end, there is hereby created within and for the city a heritage preservation commission, which is charged with the stewardship of Albert Lea's heritage. The purposes of this ordinance are to:

- (a) Promote and safeguard the heritage of the city of Albert Lea by preserving properties which reflect the city's archaeological, architectural, engineering, historical, and cultural heritage.
- (b) Promote the preservation and continued use of historic properties for the education and general welfare of the people of the city of Albert Lea.
- (c) Protect and enhance the city of Albert Lea's appeal and attraction to residents and visitors, while enhancing its economic viability and vitality through the protection and promotion of its heritage resources.
- (d) Provide education opportunities on heritage preservation and act in an advisory capacity to the citizens of Albert Lea on the identification, preservation, and continued use of historic properties.

Sec. 24.002. – Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the means ascribed to them in this section, except where the context clearly indicates a different meaning.

Certificate of appropriateness means an approval issued by the staff of the heritage preservation commission prior to the construction, demolition, alteration, or relocation of any publicly or privately-owned heritage preservation site pursuant to section 24.004.

Commission means the heritage preservation commission established under the provisions of this article.

Contributing resource means a building or structure which has been determined to be historic and significant within a heritage preservation district and which retains historic integrity to the period of significance of the district. A property or structure can be contributing even if it has been altered if it maintains the character defined for the district.

Design guidelines are the established criteria by which any proposed changes to a heritage preservation site shall be evaluated.

Heritage preservation district means a concentration of two (2) or more properties linked by significance and located in a contiguous area and duly designated as a heritage preservation district pursuant to section 24.003. A heritage preservation district shall have the same protection and meaning as a heritage preservation site under this article. Land and structures which do not contribute to the significance of the district may be included within the boundaries of a heritage preservation district when necessary to protect the significance and visual unity of the whole.

Heritage preservation site means a single area, building, structure, or object which has been duly designated as a heritage preservation site pursuant to section 24.003.

Integrity is the ability of a property to convey its historic significance through location, setting, design, materials, workmanship, feeling, and association.

National Register of Historic Places is the nation's official list of properties worth of preservation designated by the National Park Service. Nominations of properties within Minnesota to this list are made through the auspices of the State Historic Preservation Office.

Non-contributing resource means a building or structure which, due to the date of construction, alterations, or other factors, does not support the historic significance or character of a historic district.

Period of significance means the period when the historic events associated with the heritage preservation site occurred.

Staff approval means an approval issued by heritage preservation staff evidencing the review and authorization of plans for minor alterations of any publicly or privately-owned heritage preservation site pursuant to section 24.004

Sec. 24.003. – Designation of heritage preservation sites.

Following careful historic resource surveys, the commission shall undertake to establish and maintain a preservation catalog of structures, sites, and areas having documented archaeological, architectural, engineering, historical, and cultural interest or value. The catalog, which will be limited to exterior elements, may include single structures or sites, heritage preservation districts, manmade or natural elements, works of art, or integrated combinations thereof, and shall serve as the primary source of local heritage designations. In establishing the catalog, the commission shall notify and solicit the views of property owners and residents of resources proposed for heritage designation. All heritage preservation sites previously designated by the city of Albert Lea shall continue their designation under this ordinance unless the commission specifically finds that any such sites do not meet the designation criteria provided in this section.

(a) *Procedure for designation.* Proceedings to establish a new heritage preservation site or to change the boundaries of an existing heritage preservation site may be initiated in one (1) of the following ways:

- (1) By petition of an owner of a residential or commercial property.
- (2) By petition of sixty (60) percent of the owners of properties within the boundaries of a proposed heritage preservation district.
- (3) By resolution of the heritage preservation commission. The commission shall hold a public hearing prior to acting.
- (4) All property owners within the area under consideration shall be given ten (10) days written notice of said hearing. Notice shall be published in the official paper not less than ten (10) days prior to the hearing. Such resolution shall be approved by a majority vote of the commission.

(b) *Eligibility.* To be eligible for designation, the commission must determine that the property being considered possesses one (1) or more of the following qualities and that the property retains integrity to the proposed period of significance:

- (1) *Archeological significance.* The site has yielded or has the potential to yield information important to history or prehistory.
- (2) *Architectural significance.* Possessing distinctive characteristics of style, place, period, method or materials of construction, or represents the significant work of a builder or architect.
- (3) *Engineering significance.* A work demonstrating a significant technology, design, or method of construction.
- (4) *Historical significance.* Associated with activities, processes, events, trends, or persons of importance to the community, state, or nation.

- (5) *Cultural significance.* A landmark of manmade or natural features, or a combination thereof.
- (c) *Planning commission review.* The city planning commission shall be advised of the proposed designation of a heritage preservation site. The heritage preservation commission shall advise the site/district, including boundaries, and secure from the city planning commission its recommendation with respect to the relationship of the designation to the comprehensive plan of the city, its opinions as to the effect of the proposed designation upon the surrounding neighborhoods, and its opinion and recommendation as to any other planning consideration which may be relevant to the proposed designation, together with its recommendation of approval, rejection, or modification of the proposed designation. The heritage preservation commission may make such modification, changes, and alterations concerning the proposed designation as it deems necessary in consideration of the recommendation of the city planning commission.
- (d) *State Historic Preservation Office's review.* Prior to making its recommendation to the city council, every proposal of designation by the commission shall be sent to the State Historic Preservation Office for review and comment in writing within sixty (60) days.
- (e) *Findings and recommendations.* The eligibility of a property for designation shall be determined by the commission following a public hearing. Notice of the hearing shall be given to the owner or any person having a legal or equitable interest in the property being proposed for designation, to all property owners of record located within three hundred fifty (350) feet of the proposed designation, and be published once in the official newspaper at least ten (10) days prior to the hearing. Following the consideration of all oral and written comments, including comments from the planning commission and State Historic Preservation Office, the commission shall make a determination with respect to the proposed designation by resolution within fourteen (14) days of the hearing.
- (f) *Council designation.* The commission shall forward its recommendations, findings, and support data, together with the comments of the planning commission and of the State Historic Preservation Office, to the city council. The city council shall hold a public hearing prior to making its determination of a proposed designation. The procedure for the hearing shall be the same as required by the commission. Following consideration of all oral and written comments, the city council may, by affirmative vote of five (5) members, approve a resolution designating a heritage preservation site or heritage preservation district.
- (g) *Notification of property owner and other agencies of designation.*
- (1) Within ten (10) days of city council approval, the office of the city clerk shall record with the county recorder the legal description of the heritage preservation site designated by the city council and shall submit a copy of the city council's resolution to the city building official, city zoning official and city planner.

- (2) Within five (5) working days of city council approval, the secretary shall send a copy of the city council resolution and a letter outlining the obligations resulting from such designation to the owner of record of each designated property.
- (h) *Affirmation of existing zoning.* The designation of a heritage preservation site or district shall not change or affect the uses allowed or restrictions applicable under any other zoning classification. However, once designated, the additional guidelines of the site or district shall also apply.
- (i) *Amendment and rescission of designation.* A petition to amend the boundaries of or rescind any designation may be initiated through one (1) of the following methods:
- (1) By petition of any owner of residential or commercial property within an existing heritage preservation site.
 - (2) By petition of sixty (60) percent of the property owners located within an existing residential or commercial heritage preservation district.
 - (3) By resolution of the heritage preservation commission.

The procedure for an amendment or rescission shall comply with the same procedure set forth herein for designation. In the case of the designation rescission, the petition shall set forth reasons as to why findings made for designation rescission may be made if one (1) or more of the following findings are made:

- (1) Procedural or professional errors were made in the designation process.
- (2) The designated property has been destroyed or radically altered to the point where the majority of its original historic qualities have been lost or removed and cannot economically be replaced.

Sec. 24.004. – Heritage preservation application procedures.

- (a) *In general.* All applications shall be processed by the city planner or building official. Heritage preservation applications shall not be required for the following activities:
- (1) Painting.
 - (2) Interior remodeling when such work does not, in any way, alter the exterior character of a structure.
 - (3) Use or change in use of a structure.
 - (4) Emergency repairs of a temporary nature to structures affected by fire, vehicle damage, vandalism, windstorm, or the like. Such approval shall be limited to repairs necessary to make the structure wind tight, waterproof, and free from unauthorized entry. Unless approved by the commission, temporary repairs shall

extend for a period not to exceed one hundred twenty (120) days. If required, all final repairs shall be reviewed pursuant to subsection (b) or (c) of this section. In emergency situations where, immediate repair is needed to protect the safety of the structure and its inhabitants, the building official may approve temporary or limited repair without prior heritage preservation commission action. In the case of a permit issued pursuant to this section, the building official shall immediately notify the heritage preservation commission of this action and specify the facts or conditions constituting the emergency situation.

(b) *Staff approval.* An application for staff approval shall be made to heritage preservation staff before any of the following work is begun on a heritage preservation site:

- (1) Maintenance or reconstruction where any exterior surface materials or features are to be replaced with identical materials, such as where in-kind replacement materials will be installed to the original configuration, and where such activity will affect no more than forty (40) percent of the structure.
- (2) Roof replacement or repairs that are not visible from the public right-of-way.
- (3) Installation of security and safety equipment.
- (4) Installation of signage, awnings, and lighting that comply with zoning regulations and design guidelines.

(c) *Certificate of appropriateness.* An application for a certificate of appropriateness shall be made to the commission before any of the following work is begun on a heritage preservation site:

- (1) Any exterior repair, alteration, or modification, including site work, unless excepted in subsection (a) or identified in subsection (b).
- (2) Destroying a building in whole or in part.
- (3) Construction of new buildings or additions to existing structures.

(d) *Permit application and plans.* The building official, through the commission secretary, shall refer applications for building permits for any action defined in subsection (c) of this section to the heritage preservation commission for review and written approval, approval with conditions, or denial. Every application for a building permit in relation to property designated as a heritage preservation site shall be accompanied by plans and elevations, photographs, specifications, material selections, and/or a written description fully describing the proposed work.

(e) *Commission review.* Following staff review, the commission shall review applications and approve certificates or appropriateness authorizing the building official to issue permits. The process for commission review is as follows:

- (1) A public hearing for the purpose of receiving the recommendations from concerned citizens and the applicant shall be conducted. Notice of the time, place, and purpose of the hearing shall be published in the official newspaper and sent to the permit applicant at least ten (10) days prior to the date of the hearing. Notice shall also be sent to all property owners within a designated district or within three hundred fifty (350) feet of the applicant's property, whichever is greater.
 - (2) If, pursuant to subsection (g) of this section, the commission determines that the work to be performed meets the relevant design guidelines and does not adversely affect the site, the application shall be approved by resolution. A copy of the resolution, along with applicable conditions, shall be given to the applicant and building official.
 - (3) If determined that the work to be performed does not meet the relevant design guidelines, the application shall be denied and the building official immediately informed in writing. The commission shall furnish the permit applicant with a copy of the decision together with recommendations for changes necessary before the commission will reconsider the permit application. In any written order denying a permit application, the heritage preservation commission shall advise the applicant of their right to appeal to the city council and include this subsection in such orders.
 - (4) Limitations. The commission shall make its findings and recommendations within sixty (60) days of the application, unless additional time is extended by the applicant. Failure to act within sixty (60) days shall constitute an approval and the building official shall authorize a permit for the proposed work.
- (f) *Appeal to city council.* The permit applicant may appeal the commission's order and decision to the city council. Such an appeal shall be made within fifteen (15) working days of the commission's order. In considering the appeal, the council shall follow the appeal procedures outlined in subsection (e) (1) of this section. Notice of the council's hearing date shall be given to the commission. Following the consideration of all oral and written comments, the council may, by a majority vote, adopt a resolution approving the permit. A copy of the council's order shall be given to the applicant and building official.
- (g) *Permit issuance.* The building official shall not issue permits for these applications until receiving written approval from the heritage preservation commission or city council.
- (h) *Criteria.* When reviewing an application as described under this section, the commissioner shall consider whether the work affects the heritage preservation site as follows:
- (1) *Proposed alteration or addition to an existing property.* The commission's written findings shall refer to the following criteria:
 - a. The commission shall be guided by the Secretary of the Interior's Standards for the Treatment of Historic Properties as well as by local standards or design guidelines adopted by the commission.

- b. Consideration shall be given to clear cases of economic hardship or to deprivation of reasonable use of the owner's property.

(2) *Proposed demolition or removal of a building or structure.* The commission shall consider whether or not the request for demolition or removal is valid or necessary. The commission's written findings shall refer to the following criteria:

- a. Consideration shall be given to the significance or architectural merit of the building itself, in terms of unusual or uncommon design, texture or materials that could not be reproduced or reproduced only with great difficulty or expense and, if applicable, the contribution the building makes to the historic or architectural character of the heritage preservation district.
- b. Consideration shall be given to the economic value, usefulness, and replacement cost of the building as it now stands and as remodeled or rehabilitated in comparison to the value or usefulness of any structures proposed to replace the present buildings, and to what viable alternatives may exist.
- c. Consideration shall be given to the present structural integrity of the building to determine whether or not it constitutes a clear and present danger to the life safety of the public. The commission may contract for a professional estimate of the structural integrity and an estimate of the cost of correcting dangerous deficiencies with council approval.
- d. Consideration shall be given as to whether or not the demolition is necessary to facilitate a defined public purpose.

(3) *Proposed new construction or relocation.* The commission shall consider the effect of the work on the historic and architectural character of adjacent heritage preservation sites. The commission's findings shall refer to the following criteria:

- a. The design for new construction should meet the design guidelines for new construction, where such guidelines exist.
- b. The new building should be compatible with the height, width, depth, massing, and setback of surrounding buildings.
- c. The amount of solid wall to window and door openings should be proportional to that of the surrounding buildings.
- d. The shape and pitch of the roof or cornice should be compatible with that of the surrounding buildings.

Sec. 24.005. – Public hearings.

All applications requiring a public hearing as set forth in this chapter, except appeals of decisions of the heritage preservation commission, shall be processed in the following manner:

- (a) Applicant and heritage preservation commission staff engage in a project introduction meeting.
- (b) Certificate of appropriateness application is submitted to heritage preservation commission staff.
- (c) Certificate of appropriateness application is reviewed by heritage preservation commission staff and, if the application is complete, scheduled for a public hearing.
- (d) Public hearing agenda and staff report are posted to the city's website.
- (e) Certificate of appropriateness application is heard at the scheduled public hearing. All hearings are open to the public and any person may appear and testify at a hearing. Upon conclusion of public testimony and commission discussion, the commission shall announce its decision or recommendation.
- (f) Commission decisions are logged in the city's permit software.

Secs. 24.006 – 24.023. – Reserved.

ARTICLE II. – HERITAGE PRESERVATION COMMISSION

Sec. 24.024. – Heritage preservation commission established; responsibilities.

- (a) There is hereby created within and for the city a heritage preservation commission with the following responsibilities:
 - (1) To conduct surveys and research in order to identify properties which have architectural, archaeological, engineering, historical, or cultural significance to the community;
 - (2) To recommend to the city council properties which meet the criteria of significance stated herein for designation as heritage preservation sites;
 - (3) To protect heritage preservation sites by public review of proposed alterations, relocations, demolitions, or new construction within designated site boundaries;
 - (4) To review and comment on applications pertaining to land use, signs, subdivisions, and site plans on properties designated as heritage preservation sites;
 - (5) To advise the planning commission and/or the city council regarding measures required or appropriate for the preservation, protection or maintenance of heritage preservation sites, which may include, but shall not be limited to, variances or amendments to the zoning code, rules governing construction, demolition,

alteration or use, or the removal or repair of a blighting influence incompatible with the physical well-being of designated properties;

- (6) To promote public recognition and appreciation for heritage preservation sites. It shall periodically publish a register of designated and potential heritage preservation sites and districts, along with guidelines and preservation programs available at that time; and
- (7) To contract the services, on a permanent basis, of technical experts and such persons as may be required to perform its duties, subject to approval of the city council.

- (b) The commission shall not make applications to the National Register of Historic Places or to the state for the designation of a historic site or district without the consent of the city council.

Sec. 24.028. – Commission composition.

The heritage preservation commission membership shall include representation from the following:

- (a) An architect, or if an architect is not available, an experienced person of the building trades.
- (b) A professional or experienced person in the areas of history, architectural history, archaeology, planning, design, building trades, landscape, architecture, or law.
- (c) A member of the county historical society.
- (d) A representative of the city planning commission.
- (e) Persons with demonstrated interest and/or expertise in historic preservation.

Sec. 24.030. – Commission staff.

City staff assigned to the commission shall be the city planner, who shall serve as the secretary. The secretary shall:

- (a) Keep minutes and records of all meetings and proceedings;
- (b) Be responsible for publication of copies of the minutes, reports, and decisions of the commission and all other applicable agencies and individuals identified herein; and
- (c) Give notice as provided herein or by law for all public hearings conducted by the commission.

Sec. 24.031. – Annual report.

An annual report shall be prepared and submitted to the state historic preservation officer by October 31 of each year. The commission shall also include its annual report in the annual report of the city. The report shall contain a statement of the commission's activities and plans.

Sec. 24.032. – Meetings.

(a) The commission shall meet not less than four (4) times a year to initiate and conduct surveys and nominations of properties, to review potential heritage preservation sites, to make recommendations of properties to city council for designation, and to approve the commission's annual report.

(b) The commission shall meet at its earliest convenience, when called by the chairperson, to review such building permits or applications as are referred to it.

Sec. 24.033 – 24.050. – Reserved.

That the motion for the adoption of the foregoing ordinance was duly seconded by Councilor S. Rasmussen and upon a vote being taken thereon, the following voted in favor thereof: Councilors Christensen, Baker, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray.

And, the following voted against the same: None.

Introduced and read the first time on the 8th day of April, 2024

Introduced and read the second time on the 22nd day of April, 2024

Mayor Rich Murray

Filed and attested on the 22nd day of April, 2024

Secretary of the Council

RESOLUTION 24-

Introduced by Councilor

RESOLUTION PERMITTING PUBLICATION OF AN ORDINANCE SUMMARY REPEALING
CHAPTER 24, ARTICLE I. AND II. – HISTORICAL PRESERVATION SEC. 24.001 – SEC.
24.033 AND REPLACING IN ITS ENTIRETY

WHEREAS, on April 22, 2024 the Albert Lea City Council held a regular city council meeting and approved an ordinance repealing and replacing Chapter 24, Article I. and II. – Historical Preservation Sec. 24.001 – Sec. 24.033 and replacing in its entirety.

WHEREAS, these entire ordinances are lengthy and a summary of the ordinance shall be drafted which will reasonably inform the public of the intent and effect of the amended ordinances.

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

Sec. 1. That the City Clerk is directed to publish a summary of the Ordinances as drafted.

Sec. 2. The summary will reasonably inform the public of the intent and effect of Ordinance 24-112.

That the motion for the adoption of the foregoing ordinance was duly seconded by Councilor, and upon a vote being taken thereon, the following voted in favor thereof: Councilors Christensen, Baker, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray.

And, the following voted against the same: None.

Introduced and passed the 22nd day of April, 2024

Mayor Rich Murray

Filed and attested the 23rd day of April, 2024

Secretary of the Council

(Ordinance Summary)

AN ORDINANCE REPEALING AND REPLACING CHAPTER 24, ARTICLE I. AND
II. – HISTORICAL PRESERVATION SEC. 24.001 – SEC. 24.033 AND
REPLACING IN ITS ENTIRETY

THE CITY COUNCIL OF THE CITY OF ALBERT LEA ORDAINS:

On April 22, 2024, the Albert Lea City Council had an official meeting and passed Ordinance 24-112.

This Ordinance is repealing and replacing it its entirety Chapter 24 – Historical Preservation.

The Heritage Preservation Guideline Update includes an Ordinance meant to repeal and replace the existing Chapter 24 on Heritage Preservation—because so much of what is in the guidelines is also in the ordinance, an amendment was required.

A summary of this Ordinance was adopted by the City Council of the City of Albert Lea on the 22nd day of April, 2024. The Ordinance will become effective upon publishing this summary in the Albert Lea Tribune.

A complete copy of this Ordinance is available for inspection and copying at the Albert Lea City Hall located at 221 East Clark Street, Albert Lea, MN 56007; or for a mailed or emailed copy call the City Clerk at (507) 377-4335.

/s/

Daphney Maras
Secretary of the Council

RESOLUTION 24-

Introduced by Councilor

RESOLUTION APPROVING GUARANTEED ENERGY SAVINGS AGREEMENT WITH
APEX FACILITY SOLUTIONS FOR THE REFRIGERATION SYSTEM
AND RELATED PROJECTS AT CITY ARENA

WHEREAS, the majority of Albert Lea voters approved the City of Albert Lea borrowing \$9.8 million in bonding for improvements to recreational facilities in a referendum held April 9, 2024;

WHEREAS, those improvements include the following projects at the City Arena, 701 Lake Chapeau Drive: frost testing below the Colstrup Rink floor, removing the frost, replacing the Colstrup Rink floor, and replacing the refrigeration system for both the Colstrup and Nystrom Rinks; and

WHEREAS, Apex Facility Solutions of Coon Rapids, Minnesota, has presented a guaranteed energy savings agreement for design of these projects at total cost of \$362,000;

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

Sec. 1. That the City Manager and Mayor be authorized to enter into the agreement as presented in Exhibit 1 with Apex Facility Solutions

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, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray;

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

Introduced and passed this 22nd day of April, 2024

Mayor Rich Murray

Filed and attested this 23rd day of April, 2024

Secretary of the Council

City of Albert Lea

GUARANTEED ENERGY SAVINGS AGREEMENT
(INVESTMENT TAX CREDITS IMPROVEMENTS)

APEX FACILITY SOLUTIONS, LLC
3495 NORTHDALÉ BLVD NW, SUITE 230, COON RAPIDS, MN 55448

AGREEMENT

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AGREEMENT

This Design Build Agreement (“Agreement”), is made by and between the City of Albert Lea, hereafter referred to as CLIENT with an office at 221 E Clark St., Albert Lea, MN 56007, and Apex Facility Solutions, LLC, a Minnesota Limited Liability Corporation, with its principal place of business at 3495 Northdale Blvd NW, Suite 230, Coon Rapids, MN 55448 hereafter referred to as CONTRACTOR. CLIENT and CONTRACTOR may be referred to as “Party” or collectively as “Parties.”

1.0 Recitals

WHEREAS, the CLIENT is authorized under Minnesota Statutes Section 471.345 subd.13, (the Statute”) to enter into guaranteed energy savings agreements with a qualified provider not exceeding twenty years for the purpose of implementing comprehensive utility cost-savings measures to improve the energy efficiency of a municipal facility provided the cost of implementing the measures will not exceed the amount to be saved in utility operation and maintenance costs over a twenty year period and the qualified provider provides a written guarantee that the energy or operating cost savings will meet or exceed the cost of the system; and

WHEREAS, CONTRACTOR represents that it is qualified, willing and able to responsibly act as guarantor for energy, operational and maintenance cost savings (the “Savings”), and to provide or to arrange for long term debt financing as hereafter set forth;

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the Parties hereto agree as follows:

2.0 Definitions

The terms defined in this section shall, for all purposes of this Agreement, have the meaning herein specified.

“Acts of God” An Act of God is an unusual, extraordinary and sudden manifestation of an event that could not under normal circumstances have been anticipated or expected. Ordinary weather conditions of normal intensity for the locality shall not be considered as an Act of God

“Change” shall mean substitutions, additions, or deletions within the scope of the Agreement as expressly approved in writing by CLIENT.

“Client’s Premises” shall mean any location where Work is occurring as defined by Exhibit A of this Agreement.

“Client’s Property” shall mean any material, equipment, machinery, or other items, owned or controlled by the Client that are not Owned by the Contractor.

“Completion Date” shall mean the date on which CLIENT issues the Certificate of Final Completion. “Completion Date” shall also mean the “Date of Final Installation”.

“Contractor’s Property” shall mean any material, equipment, machinery, or other items, owned or controlled by the Contractor that are not Owned by the Client.

“Extra Work” shall mean work outside the scope of this Agreement.

“Facility” shall mean building or structure where Work under the Agreement occurs.

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“Facility Improvement Measures” shall mean any improvement included in the Work as listed on the summary table in Exhibit A of this Agreement.

“Final Completion” shall mean that one or more Facility Improvement Measures as outlined in the summary table of Exhibit A have met requirements for Substantial Completion and all punch list items and documentation has been received.

“Guarantee Commencement Date” shall mean the Completion Date and the Date of Final Installation.

“Guarantee Term End Date” shall mean the date on which CONTRACTOR’s guarantee term ends.

“Guarantee Year” shall mean each twelve (12) month period during the term of this Agreement, beginning on the Completion Date.

“Measured and Verified Savings” shall mean utility cost savings calculated using utility consumption data recorded by utility meter(s).

“Parties” shall mean the Client and Contractor as defined in the first paragraph of the Agreement.

“Performance Assurance Services” shall mean services provided under the Technical Services Agreement section of Exhibit H of the Agreement.

“Premises” shall mean location where Work done under this agreement is occurring and is owned or controlled by the Client.

“Project” shall mean the Work or scope of work as outlined in Exhibit A of this Agreement.

“Substantial Completion” shall mean one or more Facility Improvement Measures as outlined in the summary table of Exhibit A has progressed to the point where, in the opinion of the CONTRACTOR as evidenced by his Certificate of Substantial Completion, it is sufficiently complete, in accordance with the contract documents, so that the work can be utilized for the purposes for which it was intended; of if there be no such certificate issued, when final payment is due. The term “substantially complete” and “substantially completed” as applied to any work refer to Substantial Completion thereof.

“Technical Services Agreement” shall mean ongoing services provided after achievement of “Substantial Completion” as outlined in Exhibit H of the Agreement.

“Total Actual Savings” shall mean the sum of the reconciled utility cost savings, and the operation and maintenance cost savings.

“Utility Savings” shall mean the difference between the utility consumption under the pre-contract conditions and the utility consumption after the “Work” has been completed under the contract. Utility savings shall be calculated in comparison to an established baseline of utility consumption.

“Work” means activities set forth in Exhibit A.

“Working Days” means Monday through Friday excluding State holidays.

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3.0 Order of Precedence

In case of conflict between provisions of this Agreement, the order of precedence for conflict resolution in descending order shall be as follows: (i) Change Orders, including amendments; (ii) the Agreement; and (iii) the Exhibits.

4.0 Exhibits

The following Exhibits are attached hereto and made a part hereof thereby:

- Exhibit A – Scope of Work
- Exhibit B – Schedule of Payments
- Exhibit C – Certificates of Substantial Completion & Final Acceptance
- Exhibit D – Project Schedule
- Exhibit E – General Requirements & Site-Specific Requirements
- Exhibit F – Insurance Coverage
- Exhibit G – Payment and Performance Bond
- Exhibit H – Facility Operating Parameters & Utility Savings Calculation Methods
 - Breakdown of Guarantee Savings
 - Summary of Guarantee Savings
 - Guarantee Reconciliation
 - Technical Service Agreement
- Exhibit I – Contractor’s Measurement and Verification Responsibilities
- Exhibit J – CLIENT’s Maintenance Responsibilities

5.0 Term of Agreement

Effective Date: The Effective Date of this Agreement shall be the date all signatures required have been obtained. CONTRACTOR shall not begin work under this Agreement until this Agreement is fully executed and CONTRACTOR has been notified by CLIENT’s contact to begin the work.

Term: Unless otherwise canceled or terminated, this Agreement shall expire at the payback years summarized on the summary table of Exhibit A, years after the Substantial Completion Date.

6.0 Contacts

For the purpose of administration of this Agreement, the following individuals will be the contact personnel authorized to speak on behalf of the respective Parties.

CLIENT Contact: Patrick Rigg, City Manager, (hereafter “CLIENT Contact”). CONTRACTOR shall render all services pursuant to this Agreement under the direction of the CLIENT Contact or the designated representative.

CONTRACTOR Contact: Mark Rasmussen, Chief Operating Officer, CONTRACTOR (hereafter “CONTRACTOR Contact”). CLIENT shall provide all the direction and supervision pursuant to this Agreement under the direction of the CONTRACTOR Contact or the designated representative.

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7.0 Contractor's Duties

Equipment and Materials: CONTRACTOR shall provide all materials, and equipment necessary to perform the work. CONTRACTOR shall provide CLIENT with specifications, drawings, cut sheets, and other information required by CLIENT regarding the materials and equipment for review, acceptance and approval pursuant to Section 8.0 Acceptance, prior to implementation of the work. Notwithstanding any other provision herein, upon execution of this Agreement.

Installation Services: CONTRACTOR shall install, provide, replace and/or refurbish equipment at the Facility, as more specifically described in Exhibit A. CONTRACTOR shall provide CLIENT with specifications, drawings, and other information required by CLIENT regarding installation, replacement and refurbishment for review, acceptance and approval pursuant to Section 8.0 Acceptance, prior to implementation of the WORK. CONTRACTOR shall provide the installation, replacement and refurbishment services with minimum interruption to the normal business of the Facility.

8.0 Acceptance

Authority: The CLIENT Contact shall have final authority to review and approve specifications, drawings, and related documents concerning the Work, to approve and accept all equipment, materials and services, and to approve CONTRACTOR's invoices for payment. No approval by the CLIENT will act as a waiver of the CLIENT's rights hereunder or relieve CONTRACTOR of its obligations hereunder.

Construction Documents: During the construction period, CONTRACTOR shall keep copies of Construction Documents at the Facility for review by CLIENT at all reasonable hours and shall provide a complete set to the CLIENT upon completion of each portion of the Work.

Satisfactory Performance: Within thirty (30) Calendar Days of receipt of an invoice, CLIENT shall have the right to review the Work performed by CONTRACTOR on the Facility, for purposes of determining whether the Work is deemed satisfactory. Where CLIENT finds the Work performed by CONTRACTOR unsatisfactory, the CLIENT Contact shall provide CONTRACTOR with a written notice of unsatisfactory Work within thirty (30) Calendar Days of its receipt of CONTRACTOR's invoice. CONTRACTOR shall cure the work within thirty (30) Calendar Days after receiving the CLIENT Contact's notice of unsatisfactory Work. When the invoiced Work has been completed to the satisfaction of the CLIENT Contact, the CLIENT Contact shall approve the invoice for payment.

Work Substantial Completion: Upon receipt of the written Notice of Substantial Completion documents by CONTRACTOR, the CLIENT Contact shall review all Work and all project completion documents within thirty (30) Calendar Days. Upon approval of all Work and project completion documents, the CLIENT Contact shall send the dated Certificate of Substantial Completion to all parties. A punch list shall be created by the Parties prior to issuance of Acceptance of Substantial Completion.

Work Final Completion: Upon receipt of the written Notice of Work Completion and project completion documents by CONTRACTOR (as described in Exhibit C), the CLIENT Contact shall review all Work and all project completion documents within thirty (30) Working Days. Upon approval of all Work and project completion

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documents, the CLIENT Contact shall send the dated Certificate of Final Completion (Exhibit C) to all Parties. In the event the CLIENT reasonably determines that additional work is required to complete the project, it shall inform CONTRACTOR, and CONTRACTOR shall perform the additional work in accordance with a mutually agreed upon prompt schedule.

9.0 Change and Extra Work

Amendments of Agreement and Exhibits: The Parties expressly recognize, prior to the Completion Date, that there may be Change or Extra Work, either at the request of CLIENT, at the suggestion of CONTRACTOR, or as the result of an “act of God”; but in each event upon a mutual agreement that the proposed Change or Extra Work is proper. The Parties also recognize that the correct interpretation and administration of this Agreement depends in large part on the accuracy of all of the exhibits attached hereto, which may need to be amended according to the type of Change or Extra Work agreed to by the Parties, and therefore the Parties agree to amend this Agreement or the exhibits hereto as appropriate to reflect the agreed upon Change or Extra Work. Any “Change” or “Extra Work” providing for price, or project schedule adjustments or relief will be made in accordance with the procedures established herein.

CLIENT Initiated: CLIENT, at any time prior to the Completion Date, may propose “Changes” or “Extra Work” in writing. The CONTRACTOR shall respond by submitting to CLIENT a proposed written proposal containing the initial cost, and a schedule for completion of the Change or Extra Work within ten (10) Working Days of CLIENT’s request. CONTRACTOR shall perform the Changes or Extra Work only upon receipt of CLIENT’s approval of the written proposal and after execution of an amendment to this Agreement when an amendment is required for performance of the Extra Work or Changes. Any Change or Extra Work performed by CONTRACTOR which is not approved by CLIENT in writing shall not be approved for payment and will not be included in the final scope of Work. The Parties will amend this Agreement accordingly.

CONTRACTOR Initiated: CONTRACTOR, at any time prior to the Completion Date, may propose “Changes” or “Extra Work” in writing. CONTRACTOR shall submit to CLIENT a written proposal that explains the circumstances for the change, initial cost and a schedule for completion of the Change or Extra Work. CLIENT may accept or reject the request within ten (10) Working Days. Failure by CLIENT to respond within ten (10) Working Days to the proposed change order shall be deemed a rejection by CLIENT. The CONTRACTOR shall perform the Changes or Extra Work only upon approval by CLIENT and receipt of the written proposal, and after execution of an amendment to this Agreement when an amendment is required for performance of the Extra Work or Changes. The Parties will amend this Agreement accordingly.

10.0 Compensation and Payment

Total Obligation: The CLIENT’s total obligation to CONTRACTOR under this Agreement, including compensation for goods, services, and reimbursable expenses, shall be:

Design Phase: For services as outlined in Exhibit A Lump sum of \$362,000.00

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Construction Phase: Construction Scope and Cost included in this agreement prior to completion of design phase is budgetary and will be finalized after the design phase is complete. The actual final scope and cost will be updated to reflect actual costs and scope in this Agreement by Amendment after the design phase is complete.

Invoices: THE CLIENT will pay CONTRACTOR after CONTRACTOR presents an invoice for the work completed and the CLIENT Contact accepts the invoice. Invoices must be submitted in a timely manner and according to the schedule contained in Exhibit B. Payment shall be made within 30 days following the receipt of a correct and proper invoice for the completed delivery of the product or services. If the invoice is incorrect, defective, or otherwise improper, the CLIENT will notify CONTRACTOR within ten (10) Working Days of discovering the error.

Conditions of Payment: All services provided by the CONTRACTOR under this Agreement must be performed to CLIENT's satisfaction, in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. CONTRACTOR will not receive payment for Work found by CLIENT to be unsatisfactory or performed in violation of federal, state, or local law.

Retention: 5% retention shall be held by the CLIENT on the Work under the construction phase. No retainage will be held for design phase work. Upon receipt of CONTRACTOR's written notice that the Work is ready for final inspection and acceptance, and upon receipt of the final pay application for a specific Facility Improvement Measures, the CLIENT will, within 10 working days, make such inspection, and when the CLIENT finds the work acceptable under the Contract Documents and the scope of work for the Facility Improvement Measures Final Completion, the CLIENT Contact shall approve final payment for the Finally Complete Facility Improvement Measures and release the retention associated with the Facility Improvement Measures according to the payment requirements outlined herein.

The Client retains the right to proceed with all, some or none of the recommended construction phase work, in its sole discretion. If the Client does not proceed with construction phase work, then the Client is not obligated to execute any additional contract documents with Apex for construction phase work. However, to ensure the benefits associated with Apex' recommendations are realized by the Client, the Client agrees that it shall not proceed with construction phase work with any company other than Apex. In the event of an emergency whereby a critical system needs immediate replacement, the aforementioned restriction on construction phase work shall not apply.

11.0 Contractor's Energy Savings Guarantee

Guarantee Term: The term of CONTRACTOR's Guarantee shall be the Term of the Agreement and shall survive any earlier cancellation or termination of this Agreement. CONTRACTOR's guarantee will be terminated if the Technical Services Agreement – Performance Assurance Services are cancelled by the CLIENT.

Total Guaranteed Savings: CONTRACTOR guarantees that the amount to be saved in energy and operation costs over the term of this Agreement shall be at least the "Total Guaranteed Savings" as set forth in Exhibit H which Total Guaranteed Savings are sufficient to satisfy the total debt service payment required under the debt obligation.

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Annual Meetings: CLIENT and CONTRACTOR shall meet at least once annually for the purpose of, reviewing utility loads, changes in utility rates, operating hours and maintenance issues of equipment installed under this Agreement, for the previous Guarantee Year. At each annual meeting, CLIENT will provide CONTRACTOR with the applicable utility rates for the previous Guarantee Year. The Parties agree to hold the Annual Meeting within thirty (30) Working Days after the final month of each Guarantee Year. In the event of chronic or material equipment failure, CLIENT and CONTRACTOR will meet within a reasonable time after a request by the CLIENT to discuss a timely cure for the failure.

Guarantee Reconciliation: While within the guarantee term, CONTRACTOR shall perform a guarantee reconciliation at the end of each Guarantee Year and submit a guarantee reconciliation report with updated Exhibits H to the CLIENT Contact within forty-five (45) Working Days of each Guarantee Year anniversary, and at the Guarantee Term End Date. CONTRACTOR shall calculate the Total Actual Savings as set forth in Exhibit H for the immediately previous Guarantee Year. In the event that the Total Actual Savings realized by CLIENT are less than the Guaranteed Savings, CONTRACTOR shall remit an amount equal to such deficiency to CLIENT within forty-five (45) Working Days of the guarantee reconciliation submittal.

Survival: This Section 11.0 survives the termination of the Agreement and terminates only upon presentation of the final Annual Report of the Technical Services Agreement by CONTRACTOR and final payment of any savings deficiencies if required. CONTRACTOR's guarantee will be terminated if the Technical Services Agreement is cancelled by the CLIENT.

12.0 Client Responsibilities

CLIENT agrees to perform the following tasks:

Daily Operations: After acceptance by CLIENT of the Work performed by CONTRACTOR, CLIENT shall be responsible for all routine maintenance as set out in the original equipment manufacturer's documentation provided by CONTRACTOR to the CLIENT. Exhibit A includes scope required to provide data collection through the facility control systems.

CLIENT shall grant CONTRACTOR reasonable access to the Facility to perform CONTRACTOR's Verification Responsibilities.

Energy Management System: CLIENT shall provide standard energy management system reports to CONTRACTOR for incentive related paperwork when requested by CONTRACTOR.

13.0 Insurance

CONTRACTOR shall maintain in full force and effect, at its expense, property, casualty, worker's compensation and liability insurance as specifically described in Exhibit F. The insurance is for the benefit of the Facility. In the event of loss or damage to the property under this Agreement, loss payment will be made in favor of the Facility. Insurance will not be maintained after the achievement of Final Completion for all Facility Improvement Measures.

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14.0 Indemnification

CONTRACTOR shall defend, indemnify and save and hold harmless CLIENT, its elected officials, appointed officials, agents and employees, from and against any and all claims, demands, or causes of action, and damages, including all attorney's fees incurred by CLIENT, arising out of the performance of this Agreement by CONTRACTOR or CONTRACTOR's agent, employees, or subcontractors, except for gross negligence by CLIENT. This section shall not be construed to bar any legal remedies CONTRACTOR may have for CLIENT's failure to fulfill its obligations pursuant to this Agreement.

15.0 Performance and Payment Bonds

CONTRACTOR shall furnish performance and payment bonds (the "Bonds"), prior to start of onsite construction work, each in amounts equal to the Total Obligation as defined in Section 10.0 Compensation and Payment of the Agreement. The Bonds shall cover completion of the physical work per the approved design and shall not cover any design obligation or any guarantee or warranty of efficiency or system performance. The Bonds shall not cover any obligation of the contractor to ensure that the work as constructed will result in any particular level of energy savings. Any suit on the Bonds must be brought within the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit. Payment Bond is intended for the use and benefit of all persons furnishing labor and materials who are engaged by CONTRACTOR. Performance Bond is intended for the use and benefit of the CLIENT to complete the work as described in Exhibit A. These bonds shall be released within thirty (30) Working Days of the Completion Date, and the Client is satisfied that all material providers, subcontractors, and others providing Work and/or materials have been paid in full. The surety for each such bond shall be an insurance company or corporate surety licensed to do business in the state of Minnesota. The bonds shall contain a provision requiring reasonable advance notice to the CLIENT in the event that CONTRACTOR is in default of any obligation in relation to the bond. An example of the Payment and Performance Bond required by this Section is contained in Exhibit G, attached hereto and incorporated herein by reference.

16.0 Events of Default

Default by CLIENT. Each of the following events or conditions shall constitute an "Event of Default" by CLIENT:

- A. Failure to make payments in accordance with this Agreement.
- B. Any other material failure to perform or comply with the terms and conditions of this Agreement, including breach of any covenant or duty contained herein, provided that such failure continues for thirty (30) Working Days after written notice to CLIENT demanding that such failure to perform be cured or, if cure cannot be effected in such thirty (30) Working Days, without commencement of a cure and diligent subsequent completion thereof. In the event the default is cured within said periods, this Agreement shall remain in full force and effect.

Default by CONTRACTOR: Each of the following events or conditions shall constitute an "Event of Default" by CONTRACTOR:

AGREEMENT

- A. The installation of the materials and equipment is not completed in a timely or satisfactory manner, according to the terms of this Agreement, provided however that CONTRACTOR shall have thirty (30) Working Days from receipt of written notice that it is in default to cure said default. In the event the default is cured; this Agreement shall remain in full force and effect.
- B. Any representation or warranty furnished by the CONTRACTOR in this Agreement, which is false or misleading in any material respect when made.
- C. Any other material failure by CONTRACTOR to perform or comply with the terms and conditions of this Agreement, including breach of any covenant or duty contained herein, provided that such failure continues for thirty (30) Working Days after written notice to CONTRACTOR demanding that such failure to perform be cured, or if cure cannot be effected in such thirty (30) Working Days, without commencement of a cure and diligent subsequent completion thereof. In the event the default is cured within said period, this Agreement shall remain in full force and effect.

17.0 Remedies Upon Default

Default by CLIENT. Upon the occurrence of an Event of Default by CLIENT, CONTRACTOR may elect to enforce one or more of the following remedies:

- A. Terminate this Agreement by delivery of a notice declaring termination, whereupon CONTRACTOR may enter the premises on which the Work are being performed and remove CONTRACTOR's Property;
- B. Seek damages in the amount of all payments, then or thereafter owing from CLIENT to CONTRACTOR pursuant to this Agreement, together with all costs and expenses reasonably incurred in exercise of its remedies (including reasonable attorneys' fees and court costs) in seeking and enforcing any or all of the remedies provided in this section;
- C. Seek specific performance of the terms and conditions of this Agreement to the extent permitted by law, including without limitation injunctive relief where appropriate; and/or
- D. Suspend further provision of the Work. If delivery of the Work has been suspended as a result of CLIENT's default and CLIENT and CONTRACTOR agree to arrange for the reinstatement of the delivery of the Work, CLIENT shall pay to CONTRACTOR a performance reinstatement fee in such amount or amounts, and payable on such date or dates as shall be reasonably acceptable to CONTRACTOR, as will reimburse CONTRACTOR for its actual costs (including overhead) to be incurred in reinstating delivery of the Services; provided, however, that nothing herein shall obligate CONTRACTOR to reinstate the delivery of Services.

Default by CONTRACTOR: Upon the occurrence of an Event of Default by CONTRACTOR, CLIENT shall have the right to:

- A. Terminate the Agreement by delivering a notice declaring termination (permitting CONTRACTOR to enter the Premises and remove all the Contractor's Property); and/or
- B. Seek specific performance of the terms and conditions of this Agreement to the extent permitted by law, including without limitation injunctive relief where appropriate;
- C. Seek damages in the amount of all payments, then or thereafter owing from CONTRACTOR to CLIENT pursuant to this Agreement, together with all costs and expenses reasonably incurred in exercise of its

AGREEMENT

remedies (including reasonable attorneys' fees and court costs) in seeking and enforcing any or all of the remedies provided in this section;

18.0 Termination

The Client expressly waives its right to terminate this Agreement or subsequent construction phase work contracts for convenience or without cause. However, this Agreement may be terminated by either Party for Uncured Breach or Bankruptcy as outlined below.

For Uncured Breach: Either Party may terminate this Agreement thirty (30) days after written notice to the other Party of any material breach of this Agreement by such Party that has not been cured within such thirty (30) day period (an "Event of Default"). The notice must set forth the nature of the breach with reasonable specificity. Notwithstanding the foregoing, CONTRACTOR shall have the right to terminate this Agreement if CLIENT fails to pay any amounts due hereunder within fifteen (15) working days after written notice.

Bankruptcy: In addition to Section 18.0 and any other rights it may have at law or in equity, either Party may terminate and without liability suspend all activity related to this Agreement immediately if the other Party is adjudicated a bankrupt, ceases to do business as a going concern, makes an assignment for the benefit of creditors, permits the appointment of a receiver, or otherwise avails itself of or becomes subject to any bankruptcy or insolvency statute.

19.0 General Provisions

Governing Law, Jurisdiction and Venue: This Agreement is governed by the laws of the State of Minnesota. The venue for any proceedings is agreed to be in CLIENT's County, State of Minnesota, and CONTRACTOR consents to such jurisdiction. CONTRACTOR shall incorporate the requirements of this Section in its agreements with subcontractors, consultants, and independent contractors in connection with this Agreement.

Conditions Beyond Control of Parties: Neither Party will be responsible for any failure to comply with, or for any delay in performance of, the terms of this Agreement where the failure or delay is due to acts of God or the public enemy, war, riot, embargo, new tariffs, fire, explosion, sabotage, flood, labor disputes, default of subcontractors, accident; or, without limiting the foregoing, any circumstances of like or different character beyond its control (collectively, "Force Majeure Event"). If either Party is unable to perform under this Agreement for more than sixty (60) due to a Force Majeure Event, then the other Party may terminate this Agreement upon fifteen (15) days' written notice.

Notices and Changes of Address: All notices to be given by either Party to the other shall be in writing and must be either delivered in person or mailed by registered or certified mail, return receipt requested, addressed as follows:

AGREEMENT

To CONTRACTOR:

Apex Facility Solutions, LLC
3495 Northdale Blvd NW, Suite 230
Coon Rapids, MN 55448
Attn: **Mark Rasmussen, Chief Operating Officer**

To the CLIENT:

City of Albert Lea
221 E Clark St
Albert Lea, MN 56007
Attn: **Ian Rigg, City Manager**

Or such other addresses as either Party may hereinafter designate by a written notice to the other.

Successors and Assigns: CONTRACTOR binds itself jointly and severally, his successors, executors, and administrators to CLIENT in respect to all covenants of this Agreement. CONTRACTOR shall not assign or transfer any part of its interest in this Agreement.

Permits: CONTRACTOR shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder.

Compliance by CONTRACTOR's Subcontractors and Consultants: CONTRACTOR shall provide and require in all of its contracts or subcontracts with other parties who provide services in regard to performance of this Agreement that such subcontractors, consultants, or other parties contracting with CONTRACTOR with regard to performance of this Agreement shall comply with those requirements of State law specified herein and otherwise required of persons performing work for the CLIENT of the type contemplated under this Agreement.

No Waiver: The failure of CONTRACTOR or CLIENT to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of CONTRACTOR or CLIENT. The waiver of any default by either Party shall not be deemed a continuing waiver but shall apply only to the instance to which such a waiver is directed.

Complete Agreement: This Agreement, when executed, together with all exhibits attached hereto as provided for by this Agreement, shall constitute the entire agreement between both Parties and this Agreement may not be amended, modified or terminated except in writing signed by the Parties hereto. The terms and conditions contained in this Agreement shall govern and shall take precedence over any different or additional terms and conditions which CONTRACTOR may have included in any documents attached to or accompanying this Agreement. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by both Parties.

Recitals: The background recitals set forth at the beginning of this Agreement are expressly incorporated into and made an integral part of the body of this Agreement and the terms of the Recitals fix the obligations of the

AGREEMENT

parties and are binding upon them in the same way and to the same extent as all other provisions of this Agreement.

Headings: The headings of all provisions are for ease of reference only. The headings in no way define, limit or describe the scope, intent or obligations of the provisions of this Agreement and therefore are not to be used in construing this Agreement.

Amendments: Amendments to this Agreement shall be valid only if they are in writing and are signed by the same Parties, or their successors in office, who signed the original Agreement.

Limitation on Liability: In no event shall the Parties be liable to one another for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of this Agreement.

Ownership of Works and Intellectual Property Rights: For the purposes of this paragraph, the term “Works” includes creative writings, research data and reports, writings, sound recordings, pictorial reproductions, drawings, film and video recordings, and other graphical representations, software, business methods, inventions, improvements, and discoveries, and works of any similar nature (whether or not eligible for copyright, trademark, patent or other proprietary rights), which are to be prepared for the CLIENT and delivered under this Agreement. It does not include any of CONTRACTOR’s background intellectual property. Ownership of the Works and all copyrights, trademarks, patents and other proprietary rights in the Works shall be owned exclusively by the CONTRACTOR. The CLIENT agrees that all copyrightable Works shall be considered a “work made for hire” and that the CONTRACTOR is the author of and owns all rights in and to the Works. Notwithstanding the foregoing, the CLIENT shall have a license to utilize the Works to maintain its equipment or to complete the Work in the event of a termination of CONTRACTOR for cause. The CLIENT shall not have a license to use the Works for any other project.

Notwithstanding any other provisions herein, Contractor agrees to comply with all requirements of Minnesota Statutes Section 471.345 subd.13, with regard to all data generated and/or collected by Contractor under this Agreement as it is with the Client, including any Works.

AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CLIENT:

CONTRACTOR:

By:	By:
Its: Mayor	Its:
Date:	Date:

By:
Its: City Clerk
Date:

Attached Exhibits:

EXHIBIT A SUMMARY OF WORK

Exhibit A – Summary of Work

Priority	Work Description	Location	Budget	Annual Utility Savings	Annual O&M Savings	One Time O&M Savings	Potential Incentives	Budget Net Cost	Simple Payback
City Arena									
	Design - Design of the new refrigeration system and floor		\$340,000	\$0	\$0	\$340,000	\$0	\$0	N/A
Arena 4	Frost Testing - Test to see how deep the frost under the floor is		\$22,000	\$0	\$0	\$22,000	\$0	\$0	N/A
Arena 5	New Floor System - Replace Floor with new concrete floor		\$1,205,000	\$0	\$0	\$723,000	\$482,000	\$0	N/A
Arena 6	Refrigeration System - Install high efficient refrigeration system for both rinks and one new floor (Geothermal)		\$5,320,000	\$16,200	\$7,000	\$3,000,000	\$1,862,000	\$458,000	19.7
Arena 15	Frost Removal Allowance - This is a very rough estimate, cost can vary from \$100,000 to \$600,000 or more		\$500,000	\$0	\$0	\$500,000	\$0	\$0	N/A
	City Arena - Sub Total		\$7,387,000	\$16,200	\$7,000	\$4,585,000	\$2,344,000	\$458,000	19.7

Design Phase & Arena 4 Item

Provide design phase services for design of refrigeration system, geothermal system, and rink floor.

- Create design documentation used for obtaining contractor pricing for work noted above.
- Conduct the bidding process for scopes of work listed above.
- Create final investment grade costs and savings to be included in the project and added to this Agreement by Amendment (replace informational only budgets currently in Agreement).

Provide design for geothermal wells and tie to the refrigeration plant through a heat exchanger located in parallel with the new refrigeration system condenser. Design phase work shall include:

- Design of geothermal source and integration to new refrigeration system. The floor and refrigeration system will be designed by Apex utilizing B32 engineering. Apex shall provide additional design work required to integrate the geothermal system to the refrigeration system working with B32 engineering.
- The design shall include adding additional equipment to the geothermal source such as the dehumidification unit or other mechanical equipment. This design work does not include the design of the actual tie of non-refrigeration equipment to the geothermal source or design of dehumidification or other HVAC equipment.
- Design review of the refrigeration system to make recommendations for energy conservation enhancements and any additional monitoring points needed for future verification of the tax credit.
- Modeling of refrigeration system used to establish tax credit and geothermal source sizing.

EXHIBIT A

SUMMARY OF WORK

- Contract review if work related to the tax credit to verify all requirements for the tax credit have been included in the bidding documents and contracts are structured to minimize costs for other non-credit related work.
- Conduct site testing to determine scope and size of geothermal source.
- Design of new supply and return from well(s) to the refrigeration room.
- Design of sensors and controls needed for operation of wells and collection of data for measurement and verification needed for tax credit.
- Project pricing will be completed to establish the final scope, schedule, and cost for the construction phase work to be incorporated into the agreement by Amendment.
- Tax credit work as follows.
 - i) **Energy Modeling** – Create an electronic energy model to document energy consumption and flows meet the IRS requirements for the renewable tax credit, the model will be summarized and included in the closeout documents.
 - ii) **Tax Segregation** – Determine the value of the energy property as defined by the Section 48 and establish the percentage of the energy property that qualifies for the tax credit based on the energy modeling.
 - iii) **Renewable Commissioning** – Inspect and verify that the geothermal source is being used as primary heat rejection for the refrigeration system. In addition, verify that the controls are receiving and storing data from monitoring points in the system needed for future renewable credit verification (will be part of construction phase work).
 - iv) **Tax Document** – Prepare and submit tax credit to the IRS for Client (will be part of construction phase work).
 - v) **Measurement & Verification** - Measurement and verification will be conducted for 24 months after the construction project has reached substantial completion in order to capture trend data that may be used for audit defense (will be part of construction phase work).

Frost Testing

- Do frost testing on practice rink to determine how deep the frost is in the ground. This test will drive the design of the overall system and cost of removing the frost.

Arena 5, Arena 6, Arena 7, Arena 15 Construction Phase of Floor and Ice Plant with Geothermal System

To be determined and incorporated into the Agreement by Amendment after completion of project design.

The following construction phase is budgetary and to be used only as informational purposes to inform reviewers of what the potential scope will be after the Design Phase is complete and the final scope and cost is added to this Agreement by Amendment.

EXHIBIT B
PAYMENTS SCHEDULE

Exhibit B – Estimated Payments Schedule

Design Phase

		May-24	Jun-24	Jul-24	Aug-24	Sep-24
Design of Ice System	\$340,000	\$34,000.00	\$136,000.00	\$136,000	\$34,000	
Frost Testing	\$22,000			\$22,000		
Totals	\$362,000	\$34,000	\$136,000	\$158,000	\$34,000	\$0

Construction Phase

To be determined later and incorporated by Amendment.

EXHIBIT C COMPLETION CERTIFICATES

Certificate of Substantial Completion

Pursuant to the Agreement, by and between the CONTRACTOR and the CLIENT, the CLIENT does hereby acknowledge the following:

1. **Substantial Completion.** The CLIENT agrees that the scope of Work specified in Exhibit A of this Agreement and any applicable amendments thereof have been substantially completed by the CONTRACTOR and are hereby accepted by the CLIENT. Substantial completion shall be defined as the CLIENT having first beneficial use of the system.
2. **Facility Improvement Measure (FIM) Approval.**

FIM Description	Client Approval	
	Signature	Date *
Design		
Frost Testing		
Ice Sheet Replacement		
Refrigeration system		
Frost Removal		

* Note: Warranty Commence Date

EXHIBIT C COMPLETION CERTIFICATES

Certificate of Final Completion

Pursuant to the Agreement, by and between the CONTRACTOR and the CLIENT, the CLIENT does hereby acknowledge the following:

3. **Completion and Acceptance.** The CLIENT agrees that the Work specified in the agreement and any applicable amendments thereof have been completed by the CONTRACTOR and are hereby accepted by the CLIENT.
4. **Project Completion Documents.** The CLIENT has received four (4) copies of the following project completion documents
 - a. Final detailed project costs
 - b. All amended exhibits
 - c. All as-built documentation
 - d. Operating manual including vendor cut sheet giving general instructions and installation instructions, name plate data, parts list along with local service representative and pricing sheet, detailed system description with operating instruction, and detailed adjustment instructions including alignments, tolerances, etc.
 - e. Manufacturer warranty documentation and information including contact names and telephone numbers.
 - f. Tax credit documentation
5. **Facility Improvement Measure (FIM) Approval.**

FIM Description	Client Approval	
	Signature	Date *
Design		
Frost Testing		
Ice Sheet Replacement		
Refrigeration system		
Frost Removal		

6. **Punch List.** The CONTRACTOR has completed all project punch list items

EXHIBIT D

PROJECT SCHEDULE

The following project schedule is based on schedules and deliveries at the time of development. At the start of the project Client Staff will have an opportunity to adjust and reprioritize work to meet Client requirements. A final construction schedule will be created after Client comments and Subcontractor delivery constraints have been received.

Design Phase

Design to be done over the summer with bidding late summer

Frost testing done while ice is out in the summer.

Construction Phase

To be determined and added by Amendment.

EXHIBIT E

GENERAL & SITE-SPECIFIC REQUIREMENTS

GENERAL REQUIREMENTS

1.0 CONTRACTOR'S USE OF PREMISES

The CONTRACTOR shall limit his or her use of premises for work and storage to allow for facility occupancy in all areas. The CONTRACTOR shall assume full responsibility for the protection and safekeeping of products under this contract stored on the site and shall move any products under his or her control that interfere with Facility operations.

2.0 BUILDING OCCUPANCY

The CONTRACTOR shall cooperate with the CLIENT to establish work schedules if disruption is necessary in any area.

3.0 ENERGY SYSTEM DISRUPTION

The CONTRACTOR shall consult with the CLIENT prior to disrupting any energy systems.

4.0 STORAGE OF MATERIALS

The CONTRACTOR shall make arrangements with CLIENT to provide for the storage of materials on the job site. If such arrangements cannot be made, CONTRACTOR shall provide facilities necessary for storage. This may also include crew quarters and lunchroom facilities if necessary. All CONTRACTOR storage areas must be confined to the area designated by the CLIENT.

5.0 RECEIVING, HANDLING, AND STORAGE

The CONTRACTOR shall receive from carriers at the CLIENT and check, unload, handle and store all materials and equipment that are to be incorporated in the construction under these Specifications. The CONTRACTOR shall be responsible for the prompt unloading of materials and equipment. The CONTRACTOR shall provide all storage facilities for CONTRACTOR-furnished materials and equipment. The CONTRACTOR MAY NOT use the CLIENT receiving area, personnel or equipment to receive any materials unless approved by the CLIENT.

6.0 TEMPORARY LIGHT, POWER AND WATER

The CLIENT will furnish all AC electricity and water. However, the CONTRACTOR shall furnish and pay for any/all temporary conduit, wiring and piping, as may be required from the nearest available point of service and shall remove same upon completion of the Work at no cost to the CLIENT. CLIENT shall be responsible for costs of utility usages and demand for connections to the CLIENT's systems.

7.0 SANITARY FACILITIES

The CONTRACTOR shall make arrangements with the CLIENT for the use of sanitary facilities and shall be responsible for the cleanliness and conditions of said facilities until completion of the project. The CONTRACTOR shall remove any worker creating a nuisance on the premises from the site.

8.0 DEMOLITION AND REMODELING WORK:

The CONTRACTOR shall remove existing equipment and materials noted on the Drawings or in the Specifications to be removed or as required for the installation of new construction. Dust, noise and vibration shall be controlled and held to a minimum. Demolition work shall be coordinated and conducted in a manner that will not interfere with the normal operation of the adjacent work areas. This work shall be planned in advance with the CLIENT.

EXHIBIT E

GENERAL & SITE-SPECIFIC REQUIREMENTS

SITE-SPECIFIC REQUIREMENTS

In addition to the General Conditions, the CONTRACTOR shall conduct all operations in accordance with the following specific conditions at the CLIENT

1.0 CLIENT RESPONSIBILITIES

The CONTRACTOR shall direct all questions and concerns on the following items directly to the CLIENT's Authorized Agent.

- A. Any item that affects the Contract.
- B. All items that affect the project schedule, work schedule, or hours of work.
- C. All items that affect materials handling and staging.

The CONTRACTOR shall direct all questions and concerns on the following items directly to the CLIENT.

- A. All items involving building security.
- B. All items involving work access to a specific area.

This does not relieve the CONTRACTOR of detailed schedule and work plans. However, the CLIENT will administer all discrepancies in the schedule.

- C. All items involving housekeeping and final work area clean up.

2.0 SCHEDULE

The CONTRACTOR shall provide a detailed schedule showing the type of work and the areas by building. The CLIENT's Authorized Agent will incorporate the CONTRACTOR's schedule in the project schedule. Updates of the project schedule will be the basis for the program reports. The CONTRACTOR shall consider the following items when preparing the schedule and work plans.

- A. **Access:** The CLIENT will be open Monday through Friday. No work will be performed on weekends or off-hours without the permission of the CLIENT.
- B. **Non-office Areas:** Non-office areas such as classrooms, hallways, lobbies and equipment rooms, will be available during the business day excepting scheduled classes or events. The Work in these areas shall not prohibit safe movement of building users.
- C. **Exterior Work:** The CLIENT will be open Monday through Friday. No work will be performed on weekends or off-hours without the permission of the CLIENT.
- D. **Scheduling Adjustments:** The CONTRACTOR will be required to adjust the construction schedule to accommodate both scheduled and unscheduled events.
- E. **Equipment:** As final engineering is not started and equipment is not ordered until CONTRACTOR has a signed contract / notice to proceed - CONTRACTOR cannot guarantee delivery dates / system start-up and is not responsible for costs associated with additional mobilizations, temporary equipment, etc. if long lead times affect construction schedule. Material ordering and final scheduling will not occur until a signed agreement is received.

EXHIBIT E

GENERAL & SITE-SPECIFIC REQUIREMENTS

3.0 PROGRESS MEETINGS

The CONTRACTOR will hold joint progress meetings with the CLIENT as mutually agreed. A representative from each sub-CONTRACTOR must be present to report on each of the following items: (Note: a written report must be available to the CLIENT before the meeting). The CONTRACTOR must forward a copy of the report to the Authorized Agent by e-mail.

4.0 DISPOSAL

The CONTRACTOR shall be responsible for disposal or storage of all construction waste, trash and removed equipment.

- A. **Disposal Facilities:** The CONTRACTOR must furnish all disposal facilities. Disposal in CLIENT disposal canisters will not be permitted.
- B. **Existing Equipment:** Existing equipment removed during the retrofit must be stored in a trailer provided by CONTRACTOR. The CLIENT will establish which equipment will be placed in storage. CLIENT also reserves all salvage rights of any equipment being removed.
- C. **Lamp Disposal:** The CONTRACTOR shall dispose of all removed lamps in accordance with all environmental requirements and section 4.08 of the Agreement. The CONTRACTOR may furnish a storage trailer on CLIENT property
- D. **Ballast Disposal:** The CONTRACTOR shall dispose of all removed ballasts in accordance with all environmental requirements and section 4.08 of the Agreement. The CONTRACTOR shall furnish storage and containers for ballasts.
- E. **Hazardous Materials:** With the exception of lamps and ballasts removed as part of this project, handling or abatement of any hazardous materials, including asbestos containing material, is excluded from the Scope of Services.

5.0 OFFICE AND STORAGE FACILITIES

The CONTRACTOR shall furnish office and storage trailers in accordance with their need and the following conditions:

- A. Office and storage trailers will be located in the designated area.
- B. All trailers shall be provided with pads and blocking to prevent damage to blacktop or grass.
- C. The CONTRACTOR's equipment, materials and waste must be enclosed and secured. Piles of material around trailers will not be permitted.
- D. The CONTRACTOR must receive all materials and equipment. Materials cannot be stored or staged at the loading dock. Parking will not be allowed at the loading dock

6.0 TELEPHONE SERVICE

The CONTRACTORS must provide for their own telephone service as required.

7.0 ELECTRIC SERVICE

The CONTRACTOR must furnish and install the electric service for the trailers as required.

EXHIBIT E

GENERAL & SITE-SPECIFIC REQUIREMENTS

8.0 RESTROOMS

The CONTRACTOR must furnish all restrooms outside the building for CONTRACTORS use.

9.0 EATING AND LUNCH AREAS

The CONTRACTORS shall be responsible for maintaining a clean, well picked up area presentable to CLIENT occupants. "Pin-ups" or other offensive material will not be tolerated.

10.0 PARKING

Parking will be available as designated by the CLIENT.

11.0 CLEAN-UP AND RESTORATION OF DISTURBED AREAS

The CONTRACTOR shall be responsible for cleaning all work areas.

- A. **Interiors:** At the end of each day or shift, the CONTRACTOR shall pick-up, sweep or vacuum the work area to prevent tracking dirt through the facility. Damage to the facility including equipment, structures or the CONTRACTOR at his or her cost must restore finish.
- B. **Exterior:** All sidewalk and other areas must be clear of excavated material and equipment. The walk areas must be swept clean to prevent tracking into building. Excavation must be well barricaded and lit at night. The CONTRACTOR must repair any damage to blacktop, concrete or grass areas from excavation or equipment. Grass areas must be repaired by excavation and replacing black dirt to 12 inches below grade and sodding the area.

12.0 Accountability and Transparency in Public Construction Contracts

In 2015, The Minnesota Legislature enacted law related to accountability and transparency in public construction contracts. The laws apply to publicly owned or financed projects estimated to exceed \$50,000 that are awarded pursuant to a lowest responsible bidder or best value selection method. While energy projects are exempt from these requirements, the Contractor agrees to comply with these laws for work under this contract. Requirements are as follows.

In its response to the contract solicitation, the contractor has to verify that it:

- A. is in compliance with workers' compensation and unemployment insurance requirements;
- B. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
- C. has a valid federal tax identification number or a valid Social Security number if an individual; and
- D. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.
- E. the contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated certain specified state and federal labor laws;
- F. the contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section state independent contractor laws (§181.723) or state construction codes (Chapter 326B);
- G. the contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under state affirmative action/MBE provisions (§ 363A.36) revoked or suspended;
- H. the contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;

EXHIBIT E

GENERAL & SITE-SPECIFIC REQUIREMENTS

- I. the contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
- J. all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

13.0 EPAAct

The Energy Policy Act of 2005 (EPAAct) created a Federal tax incentive under Internal Revenue Code §179D called the Energy Efficient Commercial Building Deduction. This incentive encourages efficient construction practices. While the tax incentive usually goes to building owners, public agencies cannot use it since they pay no income tax. A special rule allows public agencies to assign the incentive to the designer who assists in the creation of technical specifications for the energy efficient building features. If available, Client agrees to assign this tax incentive to Contractor.

14.0 GENERAL SCOPE COMMENTS

- A. Unless specifically noted in the Scope of Services – paint / patch is excluded. If noted in the Scope of Services – only the affected areas will be addressed (not the entire area / wall). Paint will match existing adjacent as close as possible, but an exact match cannot be guaranteed.
- B. Piping / conduit / wire mold may be run exposed in occupied spaces (as applicable).
- C. Unless specifically noted in the Scope of Services – conduit / wire mold is un-painted.
- D. Some existing equipment may be left abandoned in place.
- E. Unless specifically noted in the Scope of Services – no piping covers have been included.
- F. If applicable - tile and carpet in-fill strips will match adjacent existing as close as possible but an exact match cannot be guaranteed.
- G. If applicable - existing ceiling tiles will be removed and reinstalled. New ceiling / grid is not included in the Scope of Services unless specifically noted.

15.0 LIGHTING SCOPE CLARIFICATIONS:

- A. The scope includes retrofit of the noted fixtures only and does not address or include any fix-up / upgrade / replacement of existing wiring, switching, conduits, hangers, etc. If items are found to need repair or replacement – this is not included in the Scope of Services and associated costing. This scope does include replacement of existing broken lighting sockets when replacing bulbs.
- B. It is assumed that all emergency lighting is on generator or independent battery control. Replacements of emergency ballasts are not included in the project.
- C. Replacement or repair of fixture lenses or louvers are not included, fixture lenses will be wiped with a dry cloth.
- D. CONTRACTOR is not responsible for fixtures that are found to be damaged prior to commencement of its Scope of Work.

EXHIBIT E

GENERAL & SITE-SPECIFIC REQUIREMENTS

- E. All manufacturers' warranties (and related information) will be transferred to CLIENT at project close-out.
- F. With respect to the specific lighting scope - CONTRACTOR will remove and lawfully recycle / dispose of existing lamps and PCB ballasts. All ballasts that are determined to be non-PCB shall be disposed of with non-hazardous waste. Noted items will be carefully recycled and disposed of through a licensed recycling firm in accordance with all state and federal guidelines. Certificates verifying the proper disposal and recycling of PCB containing materials will be provided by the vendor.
- G. Lighting levels, if existing is identified to be over-lit per recommended standards, may be reduced.
- H. CONTRACTOR is not responsible for any pre-existing electrical code violations or electrical system deficiencies.

16.0 IC-134

SUBCONTRACTOR working in the State of Minnesota must comply with the withholding laws set forth in the State. The tool used for this compliance is the IC-134 form. Upon completion of the project SUBCONTRACTOR all lower tier subcontractors shall be required to complete the form prior to final payment. The form is available from the State and can be applied for online.

17.0 Union Labor

Not Applicable

18.0 State Prevailing Wage Rate Requirements

Not Applicable

19.0 Women and Minority Business Enterprise (WMBE)

Not Applicable

20.0 Davis Bacon

See Section 22.0

21.0 Liquidated Damages

Not Applicable

22.0 Inflation Reduction Act of 2022

The inflation reduction act of 2022 established energy credits and deductions as outlined in Title 26 U.S. Code § 48. The contractor will provide energy modeling and calculations as defined in the Scope of Work Section, that will be used for the pre-approval that will ultimately result in an IRS tax credit. The Contractor does not guarantee the actual credit amount that the IRS process results in.

The following requirements for prevailing wages, apprenticeship, and domestic content are required for this project used to maximize the tax credit.

Prevailing Wage Requirements (Davis Bacon)

EXHIBIT E

GENERAL & SITE-SPECIFIC REQUIREMENTS

For the construction of this project and for a period of 5 years beginning on the date this project is substantially complete, the alteration or repair of this project shall be paid wages at rates not less than the prevailing rates for construction, alteration, or repair of similar character in the locality in which this project is located and most recently determined by the Secretary of Labor, in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Apprenticeship Requirements

Contractors or subcontractors that employ four or more individuals are required to employ at least one qualified apprentice. In accordance with the following:

Construction start in 2024 or later 15% of labor hours must go to an apprentice

Domestic Content (Made in America)

Any steel, iron, or manufactured product which is a component of this project is produced in the United States (as determined under section 661 of title 49, Code of Federal Regulations).

Steel and Iron

Steel and Iron shall be applied in a manner consistent with section 661.5 of title 49, Code of Federal Regulations. This requires all steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.

Manufactured Products

Manufactured products shall be deemed to have been produced in the United States if not less than the adjusted percentage (40%) of the total costs of all such manufactured products of the work are attributable to manufactured products (including components) which are mined, produced, or manufactured in the United States.

EXHIBIT F

INSURANCE COVERAGE

INSURANCE COVERAGE

The CONTRACTOR, at its expense, shall maintain the following insurance for the duration through Final Completion of the work for this Agreement.

CONTRACTOR agrees at all times during the term of this Agreement to have and keep in force insurance, iether under a self-insurance program or separate insurance policy, as follows:

- a. Commercial General Liability shall list Client as an additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	
Operatoins Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurance:	
Combined Bodily injury and Property Damage	\$2,000,000

- b. Automobile Liability – Combined single limit each occurrence for bodily injury and property damage convering owned, non-owned and hired automobiles
- | | <u>Limits</u> |
|--|---------------|
| | \$2,000,000 |

- c. Works' Compensation and Employer's Liability: Statutory Limits

If thie Contractor is based outside the State of Minnesota, coverage must apply to Minesota laws

- d. Employer's Liability
- | | <u>Limits</u> |
|--------------------------|---------------|
| Bodily injury by: | |
| Accident – Each Accident | \$500,000 |
| Disease – Policy Limit | \$500,000 |
| Disease – Each Employee | \$500,000 |

The CONTRACTOR shall provide to the CLIENT certificates of insurance evidencing compliance with the requirements within 15 days after this Agreement is signed. The certificates will show the CLIENT as an additional insured on the insurance coverages. The Client shall be the certificate holder and the Client shall be made an additional insured. Client shall be provided (30) day notice of cancellation. The insurance requirements shall be modified as any amendments are made to the Clients original tort liability under Minnesota Statue 466.04.

EXHIBIT G
PAYMENT & PERFORMANCE BOND FORM

PAYMENT AND PERFORMANCE BOND EXAMPLES

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Apex Facility Solutions, SBC
403 Jackson Street, Suite 308
Anoka, MN 55303

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

This bond shall cover completion of the physical work per Exhibit 1: Guaranteed Energy Savings Agreement, Exhibit A and shall not cover any design obligation or any guarantee or warranty of efficiency or system performance: Work as further outlined in Exhibit A-Summary of Work, including Building & City, Civic Plaza, Fire Station-1, Public Works, Water Treatment Plant and Other Improvements, Bloomington, Minnesota. ****This bond covers a one year warranty****

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Apex Facility Solutions, SBC

SURETY
Company: *(Corporate Seal)*

Signature:  Signature:
Name Name
and Title: and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651) 457-6842

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Apex Facility Solutions, SBC
403 Jackson Street, Suite 308
Anoka, MN 55303

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)
Apex Facility Solutions, SBC
403 Jackson Street, Suite 308
Anoka, MN 55303

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date:

Amount: :

Description:

(Name and location)

This bond shall cover completion of the physical work per Exhibit 1: Guaranteed Energy Savings Agreement, Exhibit A and shall not cover any design obligation or any guarantee or warranty of efficiency or system performance: Work as further outlined in Exhibit A-Summary of Work, including Building & City, Civic Plaza, Fire Station-1, Public Works, Water Treatment Plant and Other Improvements, Bloomington, Minnesota. **This bond covers a one year warranty**

BOND

Date: :

(Not earlier than Construction Contract Date)

Amount:


Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Apex Facility Solutions, SBC

SURETY

Company:

Signature: 

Name
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651) 457-6842

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Apex Facility Solutions, SBC
403 Jackson Street, Suite 308
Anoka, MN 55303

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

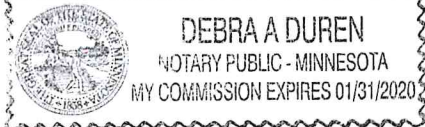
Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of MN)
County of Anoka)

On this 5th day of November, in the year 2019, before me personally come(s) Mark S. Rasmussen, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.



Debra A. Duren
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

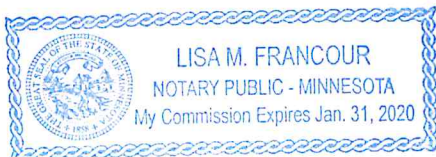
On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 24th day of October, in the year 2019, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Lisa M. Francour
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

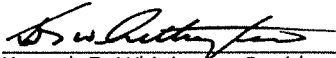
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

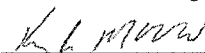
JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Kathleen E. Carlson
Notary Public


GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
24th day of October, 2019 .





Kyle P. McDonald, Secretary/Treasurer

EXHIBIT H

FACILITY OPERATING PARAMETERS & UTILITY SAVINGS CALCULATION METHODS

Performance Guarantee and Savings Calculations

This section is informational only and estimates the approximate values based on the preliminary scopes and budget pricing. Actual final savings numbers will be added by Addendum after the completion of the design phase of work.

Summary Table of Energy Savings:

Table to be inserted after completion of design phase by Amendment here.

Utility Rates:

Table below summarizes the baseline utility rates currently being paid by the client to their utility providers. These rates were used in establishing the Baseline in Exhibit H. Throughout the Term of the Guarantee Period the utility rates in Table D1, escalated at 3.2% per year shall be used in determining savings. The Client acknowledges and accepts the utility rates set forth in Table below.

To be inserted after design phase by Amendment.

ANNUAL UTILITY COST SAVINGS GUARANTEE

The Client shall be guaranteed annual utility costs savings by the Contractor, a total of \$xxx,xxx per year.

Amount to be updated by Amendment at the end of the design phase.

Where required by the Measurement and Verification Plan, the Contractor shall measure and document savings in each year in accordance with the plan. Where required by the Measurement and Verification Plan, the Parties agree to use the pre-agreed utility savings each guarantee year for the annual guarantee reconciliation subject to adjustment provision set in Exhibit H.

ANNUAL OPERATION & MAINTENANCE COST SAVINGS GUARANTEE

The Client shall be guaranteed annual costs savings by the Contractor, a total of \$xx,xxx per year. ***Amount to be updated by Amendment at the end of the design phase.***

The Parties agree to use the Operation & Maintenance savings each year for the annual guarantee reconciliation subject to adjustments provisions set in Exhibit H.

ANNUAL M&V MEETING / RECONCILIATION

On an annual basis, on or near the date of Commencement of Energy Savings, there shall be a meeting held to review the savings (energy and operations and maintenance). If the report shows that there is a shortfall in the annual savings (actual vs guaranteed), CONTRACTOR shall write a check to cover the difference to the client. CONTRACTOR reserves the right to, at their own expense, make additional modifications to the client's facility (with client's approval) to obtain additional savings in future years. If the report shows an excess of savings (actual vs guaranteed), the excess savings shall be the property of the client and CONTRACTOR shall have no right to any portion of it. Each guarantee year shall stand on its own merit and shall not take into account excess savings in any prior year.

EXHIBIT H

FACILITY OPERATING PARAMETERS & UTILITY SAVINGS CALCULATION METHODS

BASELINE ADJUSTMENTS

The following adjustments to the established baseline shall be allowed for generation of the energy savings determination.

The hours a facility is occupied and/or equipment and lighting is utilized is a variable which will be adjusted for if the number of hours rises or drops more than 10% from the quantity identified in Exhibit D. Where applicable, energy management systems will be used to monitor and verify hours of equipment operation. Buildings without energy management systems will have equipment operation logged by Client building staff. The Client has no buildings that will need to be logged.

The Contractor may use energy modeling to quantify changes from the baseline resulting from changes to:

- Square footage changes
- Weather changes
- Major remodeling or renovation projects
- Quantity or modification of facility equipment
- Change in building or central plant usage
- Change in process
- Change in volume of product being produced or processed

The Client agrees to notify the Contractor of any changes or additions of equipment or environments that may affect the energy consumption associated with the buildings under this Agreement at the Annual Meeting.

UTILITY COST SAVINGS ADJUSTMENT

The Savings guarantee is for energy saved (fuel, kWh, gallon, etc.). The Contractor does not take responsibility for price fluctuations from the utility, which are outside of its control. In the Measurement and Verification reports we will provide cost savings data with the energy savings guarantee calculated as outlined below.

For the purpose of calculating savings under this guarantee, utility rates used will be the base rates paid by the Client subject to the following:

The base Rate will be the rates included in Exhibit D of the Agreement. In the event that a facility has multiple meters, a weighted average rate of the meters will be used. The Weighted average will be weighted by the kwh used per year for each meter.

Rate Schedule Change: The rate used shall be limited to a floor rate and a ceiling rate. When a utility makes a change to the utility rate, the new rate shall be used for computing savings. However, the adjustment shall be constrained by the floor and ceiling. The floor rate shall never drop below the base rate. The ceiling rate shall never exceed 1.5 times the base rate above.

OPERATION & MAINTENACE COST SAVINGS ADJUSTMENT

Unless otherwise stated, the Parties agree that the Operation and Maintenance Cost Savings identified in this Exhibit will be in effect for the term of the contract.

EXHIBIT H

FACILITY OPERATING PARAMETERS & UTILITY SAVINGS CALCULATION METHODS

TECHNICAL SERVICE AGREEMENT

GENERAL

The Technical Service Agreement (TSA) will be provided to the Client for the first year and is included in the total price of this Agreement. Services set forth under this agreement are outlined below.

SCOPE OF WORK

For each year the Technical Service Agreement is in force, the following work shall be completed under the TSA:

1. Site visits will be conducted two times each year. Visits will inspect and verify proper operation of FIM's. Visits will include operations review with staff and consulting for new insight and training on the new technologies and/or procedures.
2. Annually a report will be provided to the Client. The report shall include reporting of measured and verified FIM's and will verify savings conformance with guarantees provided in the Agreement.

TERMS AND CONDITIONS

The TSA shall be in force for 12 months starting from the substantial completion of the last FIM to be completed, or for 12 months from the Prior TSA agreement if the TSA agreement is renewed. This TSA agreement will automatically renew for the next one-year period unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior to the end of the current term in force.

The total first year price for the Services is included in the Agreement price. The TSA Agreement price for successive years starting in year two is indicated in the following table:

Final table to be inserted here by Amendment after the design phase.

Any additional years will increase by 3.50% annually.

Payment shall be on an annual basis until the end of the Guarantee Term or until the Client terminates the on-going services. Annual payment shall be invoiced at the end of the period.

Termination of the TSA can be done by the Client in writing any time prior to the start of work on the current years M&V report. Termination of the TSA automatically terminates the Guaranteed Energy Savings Agreement and renders the Contractor's savings guarantee null and void.

Energy Saving Calculations:

Guaranteed energy savings shown in Exhibit A scope summary are based on calculations and assumptions presented in this exhibit.

Utility Cost Savings and/or unit savings provided in this exhibit may differ from those provided in Exhibit A and Exhibit I. The Annual Guaranteed Savings Amount and/or unit savings provided in Exhibit A and Exhibit I include a safety/risk factor.

Energy savings calculations to be inserted after the design phase here by Amendment.

EXHIBIT H
FACILITY OPERATING PARAMETERS &
UTILITY SAVINGS CALCULATION METHODS

OPERATIONAL AND MAINTENANCE SAVINGS

The first-year annual operational savings identified in the Annual Operational Savings Table below are Stipulated Operational Savings for the First Guarantee Year documented by the calculations and methodologies described below and are not subject to measurement or verification.

These savings have been reviewed and analyzed by the Parties and may include but are not limited to: repair and maintenance cost reductions; deferred maintenance backlog cost reductions; and other long term operating cost savings. In each subsequent Guarantee Year, the Stipulated Operational Savings in below table shall be escalated at a rate of 3.2% per year to determine the Stipulated Savings from operating savings for such Guarantee Year. The Client agrees and accepts that upon Substantial Completion of the Project, the Stipulated Operational Savings set forth below shall be deemed achieved and included, with appropriate escalation as set forth herein, in the Annual Savings determined for such Guarantee Year.

Annual Operational & Maintenance Savings

To be inserted by Amendment after the design phase here.

The above values are based on CONTRACTOR's estimate of annual costs (maintenance & repair) associated with these FIM's and includes both internal and external costs related to the proposed FIM's. The Engineering Estimate above are based on experience, age, physical condition / state of the systems and equipment, site evaluations, discussions with Client personnel, and review of existing costing associated with maintenance of these items.

EXHIBIT I

CONTRACTOR'S M&V RESPONSIBILITIES

CONTRACTOR'S MEASUREMENT & VERIFICATION RESPONSIBILITIES

Scope of Services: The CONTRACTOR shall provide the services identified in the summary table included in this section:

- All pre-and post-retrofit measurements as needed to verify each Facility Improvement Measure (FIM) as noted in the table.
- First Year Annual Report to the CLIENT to verify that guaranteed savings have been met or determine if guaranteed savings have not been met and to establish ongoing units of energy saved for future annual reports.
- Additional Annual Reports to update the Annual Savings with updated utility rates based on the average cost of utilities of the previous 12 months.

This Exhibit details the individual responsibilities of the CONTRACTOR, not otherwise set forth in this Guaranteed Energy Savings Agreement, in connection with the management and administration of the Savings Guarantee.

CONTRACTOR's Equipment: The CONTRACTOR may provide tools, documentation, panels, or other equipment in the facility for the CONTRACTOR's convenience in performing the CONTRACTOR's Measurement and Verification Responsibilities. That equipment shall remain the CONTRACTOR's property. The CONTRACTOR retains the right to remove such items at any time during the term, or upon the termination of CONTRACTOR's Measurement and Verification Responsibilities.

Measurements and Verification Methods: The CONTRACTOR shall use the following methods as outlined in the table, to measure and verify utility savings throughout the term of this Agreement.

The approach to M&V is based on the International Performance Measurement and Verification Protocol (IPMVP) Volume 1 2012 (January 2012). IPMVP Volume 1 is a guidance document describing common practice in measuring, computing, and reporting savings achieved by energy or water efficiency projects at end user facilities. The IPMVP presents a framework and the four M&V options. For purposes of this Agreement, the Parties have also included an additional M&V Option – "Stipulated" savings. "Stipulated" savings are not subject to measurement or verification and do not include M&V activities and is utilized on FIMs where the costs to accurately calculate, measure, or monitor the projected savings would be greater than the anticipated savings value.

Option	Description	Typical Applications
A	IPMVP Type A: Partially Measured Retrofit Isolation with Stipulated Valves	Savings are determined by partial field measurements of key energy uses which is applied to the FIM. Estimates of the non-key parameters are used for the savings calculations.
B	IPMVP Type B: Retrofit Isolation	Savings are determined by field measurement of the energy use of the system which the FIM was applied.
C	IPMVP Type C: Whole Facility	Savings are determined by measuring energy use at the utility meter. Corrections are made for weather and other factors impacting savings.
D	IPMVP Type D: Calibrated Simulation	Savings are determined by building simulation (building modeling).
E	Stipulated Savings	Used where cost to accurately calculate and/or measure savings would exceed anticipated savings.

EXHIBIT I
CONTRACTOR'S M&V RESPONSIBILITIES

Measurement and Verification Plan

Measurement and Verification Options for each FIM

Plan to be added after the design phase by Amendment.

EXHIBIT J

MAINTENANCE RESPONSIBILITIES

MAINTENANCE RESPONSIBILITIES

Scope of Services:

The CONTRACTOR shall provide the services identified in the summary table included in EXHIBIT A.

The CLIENT hereby agrees to assume the following responsibilities as part of this Agreement:

1. Maintain and/or Replace Faulty Equipment
 - The CLIENT shall properly maintain all equipment that is being repaired, replaced or modified as a result of the work identified in Exhibit A, or that will have an impact on the CONTRACTOR's ability to meet the Performance Guarantee. When it is necessary to replace the equipment that affects the CONTRACTOR's ability to meet the Performance Guarantee, the CLIENT shall replace, it with an equipment of at least equal energy and operational efficiencies.
 - Upon receiving a written notice from the CONTRACTOR describing any operational or maintenance deficiency, the CLIENT shall immediately make arrangements to remedy the deficiency. Once the deficiency is corrected, the CLIENT shall notify the CONTRACTOR to perform inspection on the remedial improvements.
2. Notification of Problems. The CLIENT shall promptly notify the CONTRACTOR of any system or building changes, which may impact the CONTRACTOR's ability to meet its obligation in Exhibit E.
3. Current Responsibilities. The CLIENT shall perform the following work before the Completion Date:
 - Be available for a project kick off meeting and project completion meeting
 - Be available for any on-site safety concerns as they may arise during project construction
 - Designate appropriate personnel for signing off on pre-and post-Measurement and Verification of FIM's
 - Designate appropriate personnel for signing off on completed training hours
 - CLIENT to make the CONTRACTOR aware of any specific CLIENT site conditions that will need to be adhered to during the construction phase of the project
4. Provide the CONTRACTOR copies of all Utilities (gas, agri-fuels, oil, water, and electric bills) upon request.
5. Provide the CONTRACTOR with the following information:
 - Major schedule changes within 72 hours of occurrence
 - Major Facility Construction/Remodeling/Expansion changes or plans
 - Changes to HVAC equipment
 - Changes, additions, or deletions of major energy consuming equipment
 - Occupancy or use changes
6. Notify the CONTRACTOR equipment, controls, or strategy changes that might impact savings during the Measurement and Verification phase of the Project.

EXHIBIT J

MAINTENANCE RESPONSIBILITIES

7. Maintain standard facility and building operation to conserve energy, including but not limited to the following: Keep windows closed; Maintain thermostat set points and schedules per this agreement; Turn off lights in unoccupied rooms; Control HVAC equipment in the unoccupied mode when space is unoccupied; Keep vestibule doors closed to reduce infiltration.
8. Discuss with the CONTRACTOR before any changes with respect to utility deregulation or any proposed utility agreements, as it pertains to the facilities within this contract.
9. Ensure that Maintenance Personnel are properly trained throughout the term of this agreement.
10. Provide a security space on the job site for material storage, meeting room, and toilet facilities for the construction personnel.
11. Provide the installation and monthly cost of electronic access (internet or dedicated telephone line) used by the Direct Digital Control (DDC) system for on-line analysis, data transfer, troubleshooting, and programming, between the CONTRACTOR and the facilities.

RESOLUTION 24-

Introduced by Councilor

RESOLUTION ACCEPTING BID AND AWARDING CONTRACT FOR THE 2024 NEIGHBORHOOD
IMPROVEMENT PROJECT (JOB 2401)

WHEREAS, pursuant to an advertisement for bids for the 2024 Neighborhood Improvement Project, bids were received, opened and tabulated by the City Clerk at the Albert Lea City Center at 3:00 p.m. on April 9, 2024 according to law, and the following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Total</u>
1. Ulland Brothers Inc., Albert Lea, MN	\$1,125,456.89

WHEREAS, it appears that Ulland Brothers Inc. of Albert Lea, Minnesota is the lowest responsible bidder.

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

Sec. 1. That the Mayor and City Manager are hereby authorized and directed to enter into a contract with Ulland Brothers Inc. of Albert Lea, Minnesota for the 2024 Neighborhood Improvement Project (Job 2401), therefore approved by the City Council and on file in the office of the City Clerk.

Sec. 2. That the City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that deposit of the successful bidder and the next lowest bidder shall be retained until a contract has been executed.

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, Howland, S. Rasmussen, R. Rasmussen, Anderson and Mayor Murray;

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

Introduced and passed this 22nd day of April, 2024

Mayor Rich Murray

Filed and attested this 23rd day of April, 2024

Secretary of the Council

Bid Abstract
2024 Neighborhood Improvement Project
Job No. 2401
April 9, 2024

MNDOT Spec. No.	Item	Quantity	Unit	Engineers Unit Cost	Ulland Unit Cost	Engineers Total Cost	Ulland Total Cost
2021.501	Mobilization	1	L. Sum	\$ 80,000.00	\$ 75,000.00	\$ 80,000.00	\$ 75,000.00
2104.502	Remove MH Casting	40	Each	\$ 300.00	\$ 340.00	\$ 12,000.00	\$ 13,600.00
2104.502	Remove CB Casting	19	Each	\$ 300.00	\$ 150.00	\$ 5,700.00	\$ 2,850.00
2104.502	Remove Gate Valve & Box	2	Each	\$ 200.00	\$ 275.00	\$ 400.00	\$ 550.00
2104.502	Remove Hydrant	1	Each	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
2104.503	Salvage & Reuse Casting	4	Each	\$ 300.00	\$ 350.00	\$ 1,200.00	\$ 1,400.00
2104.503	Remove Curb & Gutter	3,608	LF	\$ 9.00	\$ 10.00	\$ 32,472.00	\$ 36,080.00
2104.503	Remove Watermain	420	LF	\$ 6.00	\$ 8.00	\$ 2,520.00	\$ 3,360.00
2104.504	Remove Bituminous Surface	4,940	SY	\$ 3.00	\$ 3.50	\$ 14,820.00	\$ 17,290.00
2104.518	Remove Concrete Walks & Drives	4,310	SF	\$ 6.00	\$ 3.60	\$ 25,860.00	\$ 15,516.00
2105.507	Common Excavation	1,518	CY	\$ 14.00	\$ 15.00	\$ 21,252.00	\$ 22,770.00
2105.609	Select Granular Borrow	609	Tons	\$ 15.00	\$ 20.00	\$ 9,135.00	\$ 12,180.00
2108.504	Geotextile Fabric Type 5	676	SY	\$ 9.00	\$ 2.50	\$ 6,084.00	\$ 1,690.00
2211.509	Aggregate Base, Class 5	2,125	Tons	\$ 22.00	\$ 25.00	\$ 46,750.00	\$ 53,125.00
2221.509	Aggregate Shoulder, Class 2	109	Tons	\$ 40.00	\$ 55.00	\$ 4,360.00	\$ 5,995.00
2231.604	Bituminous Street Patch	500	SF	\$ 8.00	\$ 7.00	\$ 4,000.00	\$ 3,500.00
2232.504	Edge Mill Bituminous Surface (0" to 2")	13,188	SY	\$ 4.00	\$ 4.00	\$ 52,752.00	\$ 52,752.00
2357.506	Bituminous Material for Tack Coat	3,289	Gal	\$ 2.50	\$ 0.01	\$ 8,222.50	\$ 32.89
2360.509	Type SP 9.5 Wearing Course Mixture (2, B)	3,257	Tons	\$ 95.00	\$ 82.00	\$ 309,415.00	\$ 267,074.00
2360.509	Type SP 9.5 Wearing Course Mixture (2, C)	1,086	Tons	\$ 98.00	\$ 92.00	\$ 106,428.00	\$ 99,912.00
2501.601	Temporary Water Service	1	L. Sum	\$ 5,000.00	\$ 16,500.00	\$ 5,000.00	\$ 16,500.00
2504.602	Connect to Existing Watermain	1	Each	\$ 1,000.00	\$ 1,700.00	\$ 1,000.00	\$ 1,700.00
2504.602	Water Service System	9	Each	\$ 1,800.00	\$ 3,500.00	\$ 16,200.00	\$ 31,500.00
2504.602	6" Gate Valve & Box	2	Each	\$ 2,800.00	\$ 2,600.00	\$ 5,600.00	\$ 5,200.00
2504.602	Install Hydrant	1	Each	\$ 8,000.00	\$ 7,000.00	\$ 8,000.00	\$ 7,000.00
2504.602	Adjust Water Valve	40	Each	\$ 150.00	\$ 175.00	\$ 6,000.00	\$ 7,000.00
2504.603	6" C900 Watermain w/Tracer Wire	420	LF	\$ 55.00	\$ 80.00	\$ 23,100.00	\$ 33,600.00
2504.608	Watermain Fittings	126	Lbs	\$ 20.00	\$ 16.50	\$ 2,520.00	\$ 2,079.00
2506.502	MH Casting Assemblies	40	Each	\$ 1,000.00	\$ 1,150.00	\$ 40,000.00	\$ 46,000.00
2506.502	CB Casting Assemblies	19	Each	\$ 1,100.00	\$ 1,150.00	\$ 20,900.00	\$ 21,850.00
2506.602	Adjust Frame & Ring Casting	24	Each	\$ 250.00	\$ 220.00	\$ 6,000.00	\$ 5,280.00
2531.503	Concrete Curb & Gutter Design B-618<20 LF	894	LF	\$ 46.00	\$ 43.00	\$ 41,124.00	\$ 38,442.00
2531.503	Concrete Curb & Gutter Design B-618>20 LF	1,803	LF	\$ 44.00	\$ 33.00	\$ 79,332.00	\$ 59,499.00
2531.503	Concrete Curb & Gutter Design B624	911	LF	\$ 28.00	\$ 30.00	\$ 25,508.00	\$ 27,330.00
2531.504	6" Concrete Driveway Pavement	4,310	SF	\$ 10.00	\$ 9.00	\$ 43,100.00	\$ 38,790.00
2563.601	Traffic Control	1	L. Sum	\$ 10,000.00	\$ 7,700.00	\$ 10,000.00	\$ 7,700.00
2573.502	Storm Drain Inlet Protection	49	Each	\$ 300.00	\$ 330.00	\$ 14,700.00	\$ 16,170.00
2574.507	Common Topsoil Borrow	300	CY	\$ 25.00	\$ 35.00	\$ 7,500.00	\$ 10,500.00
2575.504	Sodding Type Lawn	4,059	SY	\$ 8.00	\$ 10.00	\$ 32,472.00	\$ 40,590.00
City Spec	Density Testing	5	Each	\$ 300.00	\$ 550.00	\$ 1,500.00	\$ 2,750.00
City Spec	MH & CB Repair	29	Each	\$ 700.00	\$ 700.00	\$ 20,300.00	\$ 20,300.00

SUBTOTAL	\$ 1,153,726.50	\$ 1,125,456.89
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RESOLUTION 24-

Introduced by Councilor

RESOLUTION ACCEPTING BID AND AWARDING CONTRACT FOR THE MARSHALL STREET &
SIBLEY AVENUE RECONSTRUCTION PROJECT (JOB 2403)

WHEREAS, pursuant to an advertisement for bids for the Marshall Street & Sibley Avenue Reconstruction Project, bids were received, opened and tabulated by the City Clerk at the Albert Lea City Center at 3:00 p.m. on April 16, 2024 according to law, and the following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Total</u>
1. BCM Construction, Inc., Faribault, MN	\$1,088,632.00
2. Wencil Construction Inc., Owatonna, MN	\$1,253,058.00
3. Heselton Construction, LLC, Faribault, MN	\$1,314,667.45

WHEREAS, it appears that BCM Construction, Inc. of Faribault, Minnesota is the lowest responsible bidder.

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

Sec. 1. That the Mayor and City Manager are hereby authorized and directed to enter into a contract with BCM Construction, Inc. of Faribault, Minnesota for the Marshall Street & Sibley Avenue Reconstruction Project (Job 2403), therefore approved by the City Council and on file in the office of the City Clerk.

Sec. 2. That the City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that deposit of the successful bidder and the next lowest bidder shall be retained until a contract has been executed.

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, Howland, S. Rasmussen, R. Rasmussen, Anderson and Mayor Murray;

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

Introduced and passed this 22nd day of April, 2024

Mayor Rich Murray

Filed and attested this 23rd day of April, 2024

Secretary of the Council

Bid Abstract
Marshall Street & Sibley Avenue Reconstruction
Job No. 2403
April 16, 2024

MNDOT Spec. No.	Item	Quantity	Engineers Unit Cost	BCM Unit Cost	Wencl Unit Cost	Heselton Unit Cost	Engineers Total Cost	BCM Total Cost	Wencl Total Cost	Heselton Total Cost	
2021.501	Mobilization	1	L.Sum	\$ 60,000.00	\$ 50,000.00	\$ 97,777.00	\$ 165,000.00	\$ 60,000.00	\$ 50,000.00	\$ 97,777.00	\$ 165,000.00
2104.502	Remove Catch Basin	5	Each	\$ 350.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 1,750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
2104.502	Remove Manhole	13	Each	\$ 550.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 7,150.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00
2104.502	Remove Casting	18	Each	\$ 125.00	\$ 225.00	\$ 100.00	\$ 190.00	\$ 2,250.00	\$ 4,050.00	\$ 1,800.00	\$ 3,420.00
2104.502	Remove Gate Valve	8	Each	\$ 1,200.00	\$ 225.00	\$ 100.00	\$ 190.00	\$ 9,600.00	\$ 1,800.00	\$ 800.00	\$ 1,520.00
2104.502	Remove Hydrant	3	Each	\$ 550.00	\$ 300.00	\$ 200.00	\$ 750.00	\$ 1,650.00	\$ 900.00	\$ 600.00	\$ 2,250.00
2104.503	Remove Curb & Gutter	1,939	LF	\$ 3.00	\$ 4.00	\$ 3.00	\$ 3.00	\$ 5,817.00	\$ 7,756.00	\$ 5,817.00	\$ 5,817.00
2104.503	Remove Storm Sewer	665	LF	\$ 12.00	\$ 8.00	\$ 2.00	\$ 14.75	\$ 7,980.00	\$ 5,320.00	\$ 1,330.00	\$ 9,808.75
2104.503	Remove Sanitary Sewer	830	LF	\$ 3.00	\$ 2.00	\$ 2.00	\$ 2.25	\$ 2,490.00	\$ 1,660.00	\$ 1,660.00	\$ 1,867.50
2104.503	Remove Water Main	983	LF	\$ 10.00	\$ 2.00	\$ 2.00	\$ 5.25	\$ 9,830.00	\$ 1,966.00	\$ 1,966.00	\$ 5,160.75
2104.504	Remove Overlaid Concrete Pavement	1,286	SY	\$ 8.00	\$ 9.00	\$ 5.00	\$ 15.00	\$ 10,288.00	\$ 11,574.00	\$ 6,430.00	\$ 19,290.00
2104.504	Remove Bituminous Pavement	1,341	SY	\$ 5.00	\$ 3.00	\$ 3.00	\$ 3.25	\$ 6,705.00	\$ 4,023.00	\$ 4,023.00	\$ 4,358.25
2104.504	Remove Concrete Pavement	1,100	SY	\$ 6.00	\$ 9.00	\$ 5.00	\$ 15.00	\$ 6,600.00	\$ 9,900.00	\$ 5,500.00	\$ 16,500.00
2104.518	Remove Concrete Walk	4,270	SF	\$ 2.00	\$ 1.50	\$ 3.00	\$ 1.50	\$ 8,540.00	\$ 6,405.00	\$ 12,810.00	\$ 6,405.00
2104.518	Remove Bituminous Driveway Pavement	2,860	SF	\$ 2.00	\$ 1.50	\$ 2.00	\$ 1.60	\$ 5,720.00	\$ 4,290.00	\$ 5,720.00	\$ 4,576.00
2104.518	Remove Concrete Driveway Pavement	2,408	SF	\$ 2.00	\$ 1.50	\$ 3.00	\$ 2.50	\$ 4,816.00	\$ 3,612.00	\$ 7,224.00	\$ 6,020.00
2105.607	Common Excavation	2,759	CY	\$ 13.00	\$ 12.00	\$ 18.00	\$ 14.00	\$ 35,867.00	\$ 33,108.00	\$ 49,662.00	\$ 38,626.00
2105.609	Select Granular Borrow	1,354	Tons	\$ 15.00	\$ 13.00	\$ 20.00	\$ 19.25	\$ 20,310.00	\$ 17,602.00	\$ 27,080.00	\$ 26,064.50
2211.509	Aggregate Base Class 5	3,612	Tons	\$ 21.00	\$ 20.00	\$ 24.00	\$ 24.50	\$ 75,852.00	\$ 72,240.00	\$ 86,688.00	\$ 88,494.00
2357.506	Bituminous Material for Tack Coat	375	Gal	\$ 2.00	\$ 3.00	\$ 3.00	\$ 3.30	\$ 750.00	\$ 1,125.00	\$ 1,125.00	\$ 1,237.50
2360.504	Type SP 9.5 Wearing Course Mix (2, C) Driveway Patching	1,270	SF	\$ 5.00	\$ 6.50	\$ 6.00	\$ 6.60	\$ 6,350.00	\$ 8,255.00	\$ 7,620.00	\$ 8,382.00
2360.509	Type SP 12.5 Wearing Course Mix (2, C)	619	Tons	\$ 101.00	\$ 104.00	\$ 100.00	\$ 104.35	\$ 62,519.00	\$ 64,376.00	\$ 61,900.00	\$ 64,592.65
2360.509	Type SP 9.5 Wearing Course Mix (2, C) Installed in 2025	412	Tons	\$ 102.00	\$ 117.00	\$ 110.00	\$ 116.50	\$ 42,024.00	\$ 48,204.00	\$ 45,320.00	\$ 47,998.00
2503.503	12" RC Pipe Sewer Class V	118	LF	\$ 65.00	\$ 86.00	\$ 70.00	\$ 62.75	\$ 7,670.00	\$ 10,148.00	\$ 8,260.00	\$ 7,404.50
2503.503	18" RC Pipe Sewer Class V	73	LF	\$ 70.00	\$ 96.00	\$ 90.00	\$ 104.50	\$ 5,110.00	\$ 7,008.00	\$ 6,570.00	\$ 7,628.50
2503.503	30" RC Pipe Sewer Class V	212	LF	\$ 80.00	\$ 210.00	\$ 230.00	\$ 255.00	\$ 16,960.00	\$ 44,520.00	\$ 48,760.00	\$ 54,060.00
2503.503	8" PVC Pipe Sewer	271	LF	\$ 60.00	\$ 61.00	\$ 100.00	\$ 60.00	\$ 16,260.00	\$ 16,531.00	\$ 27,100.00	\$ 16,260.00
2503.503	12" PVC Pipe Sewer	360	LF	\$ 65.00	\$ 75.00	\$ 120.00	\$ 95.75	\$ 23,400.00	\$ 27,000.00	\$ 43,200.00	\$ 34,470.00
2503.601	Temporary Bypass Pumping	1	L.Sum	\$ 5,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00
2503.602	Connect to Existing Storm Sewer	3	Each	\$ 1,000.00	\$ 575.00	\$ 1,500.00	\$ 1,050.00	\$ 3,000.00	\$ 1,725.00	\$ 4,500.00	\$ 3,150.00
2503.602	Connect to Existing Sanitary Sewer	2	Each	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 1,075.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 2,150.00
2503.602	Connect to Existing Manhole	1	Each	\$ 1,500.00	\$ 800.00	\$ 1,500.00	\$ 2,900.00	\$ 1,500.00	\$ 800.00	\$ 1,500.00	\$ 2,900.00
2503.602	Connect to Existing Manhole (Sanitary)	1	Each	\$ 1,500.00	\$ 900.00	\$ 1,500.00	\$ 1,375.00	\$ 1,500.00	\$ 900.00	\$ 1,500.00	\$ 1,375.00
2503.603	4" PVC Sanitary Service Pipe	8	Each	\$ 1,400.00	\$ 1,800.00	\$ 2,000.00	\$ 3,725.00	\$ 11,200.00	\$ 14,400.00	\$ 16,000.00	\$ 29,800.00
2503.603	6" PVC Sanitary Service Pipe	8	Each	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,900.00	\$ 12,000.00	\$ 16,000.00	\$ 16,000.00	\$ 31,200.00
2503.603	Lining Sewer Pipe 36"	345	LF	\$ 150.00	\$ 495.00	\$ 460.00	\$ 425.00	\$ 51,750.00	\$ 170,775.00	\$ 158,700.00	\$ 146,625.00
2504.601	Temporary Water Service	1	L.Sum	\$ 12,000.00	\$ 7,000.00	\$ 20,000.00	\$ 4,000.00	\$ 12,000.00	\$ 7,000.00	\$ 20,000.00	\$ 4,000.00
2504.602	Hydrant	3	Each	\$ 8,000.00	\$ 6,100.00	\$ 8,000.00	\$ 7,000.00	\$ 24,000.00	\$ 18,300.00	\$ 24,000.00	\$ 21,000.00
2504.602	6" Gate Valve & Box	5	Each	\$ 3,500.00	\$ 2,200.00	\$ 3,000.00	\$ 2,400.00	\$ 17,500.00	\$ 11,000.00	\$ 15,000.00	\$ 12,000.00
2504.602	12" Gate Valve & Box	3	Each	\$ 8,000.00	\$ 5,350.00	\$ 6,000.00	\$ 5,600.00	\$ 24,000.00	\$ 16,050.00	\$ 18,000.00	\$ 16,800.00
2504.602	Connect to Existing Water Main	4	Each	\$ 2,000.00	\$ 500.00	\$ 1,500.00	\$ 1,300.00	\$ 8,000.00	\$ 2,000.00	\$ 6,000.00	\$ 5,200.00
2504.602	Water Service System	16	Each	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,700.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 59,200.00
2504.603	6" C900 Watermain w/Tracer Wire	549	LF	\$ 55.00	\$ 60.00	\$ 70.00	\$ 54.50	\$ 30,195.00	\$ 32,940.00	\$ 38,430.00	\$ 29,920.50
2504.603	12" C900 Watermain w/Tracer Wire	570	LF	\$ 85.00	\$ 95.00	\$ 110.00	\$ 92.25	\$ 48,450.00	\$ 54,150.00	\$ 62,700.00	\$ 52,582.50
2504.608	Watermain Fittings	929	Lbs	\$ 20.00	\$ 14.00	\$ 15.00	\$ 14.25	\$ 18,580.00	\$ 13,006.00	\$ 13,935.00	\$ 13,238.25
2506.502	Casting Assembly	12	Each	\$ 850.00	\$ 1,100.00	\$ 1,500.00	\$ 1,315.00	\$ 10,200.00	\$ 13,200.00	\$ 18,000.00	\$ 15,780.00
2506.502	Const Drainage Structure Des 48-4020	1	Each	\$ 6,000.00	\$ 3,900.00	\$ 5,000.00	\$ 3,050.00	\$ 6,000.00	\$ 3,900.00	\$ 5,000.00	\$ 3,050.00
2506.502	Const Drainage Structure Des 60-4020	2	Each	\$ 8,000.00	\$ 8,500.00	\$ 11,000.00	\$ 13,550.00	\$ 16,000.00	\$ 17,000.00	\$ 22,000.00	\$ 27,100.00
2506.502	Const Drainage Structure, 3'x2' Rectangular	5	Each	\$ 3,000.00	\$ 1,700.00	\$ 2,000.00	\$ 2,315.00	\$ 15,000.00	\$ 8,500.00	\$ 10,000.00	\$ 11,575.00
2506.502	Construct Manhole, Design F	4	Each	\$ 8,000.00	\$ 5,100.00	\$ 7,000.00	\$ 5,200.00	\$ 32,000.00	\$ 20,400.00	\$ 28,000.00	\$ 20,800.00
2521.518	4" Concrete Walk	5,486	SF	\$ 8.00	\$ 7.50	\$ 6.00	\$ 5.90	\$ 43,888.00	\$ 41,145.00	\$ 32,916.00	\$ 32,367.40
2531.503	Concrete Curb & Gutter Design B624	1,121	LF	\$ 24.00	\$ 25.00	\$ 25.00	\$ 25.25	\$ 26,904.00	\$ 28,025.00	\$ 28,025.00	\$ 28,305.25
2531.503	Concrete Curb & Gutter Design B624 w/Sidewalk Sill	758	LF	\$ 28.00	\$ 26.00	\$ 25.00	\$ 26.75	\$ 21,224.00	\$ 19,708.00	\$ 18,950.00	\$ 20,276.50
2531.504	6" Concrete Driveway Pavement	3,333	SF	\$ 9.00	\$ 11.00	\$ 10.00	\$ 9.25	\$ 29,997.00	\$ 36,663.00	\$ 33,330.00	\$ 30,830.25
2531.618	Truncated Domes	48	SF	\$ 50.00	\$ 45.00	\$ 45.00	\$ 46.50	\$ 2,400.00	\$ 2,160.00	\$ 2,160.00	\$ 2,232.00
2563.603	Traffic Control	1	L.Sum	\$ 10,000.00	\$ 4,000.00	\$ 20,000.00	\$ 4,000.00	\$ 10,000.00	\$ 4,000.00	\$ 20,000.00	\$ 4,000.00
2573.501	Storm Drain Inlet Protection	7	Each	\$ 500.00	\$ 100.00	\$ 300.00	\$ 270.00	\$ 3,500.00	\$ 700.00	\$ 2,100.00	\$ 1,890.00
2574.507	Common Topsoil Borrow	125	CY	\$ 25.00	\$ 27.00	\$ 30.00	\$ 37.00	\$ 3,125.00	\$ 3,375.00	\$ 3,750.00	\$ 4,625.00
2575.504	Sodding Type Lawn	1,043	SY	\$ 12.00	\$ 15.00	\$ 10.00	\$ 14.30	\$ 12,516.00	\$ 15,645.00	\$ 10,430.00	\$ 14,914.90
2582.503	4" Solid Line Multi Comp (White)	332	LF	\$ 5.00	\$ 11.00	\$ 10.00	\$ 6.00	\$ 1,660.00	\$ 3,652.00	\$ 3,320.00	\$ 1,992.00
2582.503	4" Double Solid Line Multi Comp (Yellow)	67	LF	\$ 10.00	\$ 20.00	\$ 10.00	\$ 11.00	\$ 670.00	\$ 1,340.00	\$ 670.00	\$ 737.00
2582.518	Pavt Mssg Multi Comp (Left Arrow)	1	Each	\$ 250.00	\$ 700.00	\$ 500.00	\$ 220.00	\$ 250.00	\$ 700.00	\$ 500.00	\$ 220.00
2582.518	Pavt Mssg Multi Comp (Right Arrow)	1	Each	\$ 250.00	\$ 700.00	\$ 500.00	\$ 220.00	\$ 250.00	\$ 700.00	\$ 500.00	\$ 220.00

SUBTOTAL							\$ 1,003,517.00	\$ 1,088,632.00	\$ 1,253,058.00	\$ 1,314,667.45
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RESOLUTION 24-

Introduced by Councilor

RESOLUTION ACCEPTING BID AND AWARDING CONTRACT FOR THE 7TH STREET & WINTER AVENUE RECONSTRUCTION PROJECT (JOB 2404)

WHEREAS, pursuant to an advertisement for bids for the 7th Street & Winter Avenue Reconstruction Project, bids were received, opened and tabulated by the City Clerk at the Albert Lea City Center at 3:00 p.m. on April 16, 2024 according to law, and the following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Total</u>
1. BCM Construction, Inc., Faribault, MN	\$1,312,453.00
2. Heselton Construction, LLC, Faribault, MN	\$1,316,494.65
3. ICON, LLC, Dodge Center, MN	\$1,452,497.26
4. Wencil Construction Inc., Owatonna, MN	\$1,536,678.00

WHEREAS, it appears that BCM Construction, Inc. of Faribault, Minnesota is the lowest responsible bidder.

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

Sec. 1. That the Mayor and City Manager are hereby authorized and directed to enter into a contract with BCM Construction, Inc. of Faribault, Minnesota for the 7th Street & Winter Avenue Reconstruction Project (Job 2404), therefore approved by the City Council and on file in the office of the City Clerk.

Sec. 2. That the City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that deposit of the successful bidder and the next lowest bidder shall be retained until a contract has been executed.

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, Howland, S. Rasmussen, R. Rasmussen, Anderson and Mayor Murray;

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

Introduced and passed this 22nd day of April, 2024

Mayor Rich Murray

Filed and attested this 23rd day of April, 2024

Secretary of the Council

Bid Abstract
7th Street & Winter Avenue
Job No. 2404
April 16, 2024

MNDOT Spec. No.	Item	Quantity	Unit	Engineers Unit Cost	BCM Unit Cost	Heselton Unit Cost	Icon Unit Cost	Wencl Unit Cost	Engineers Total Cost	BCM Total Cost	Heselton Total Cost	Icon Total Cost	Wencl Total Cost
2021.501	Mobilization	1	L. Sum	\$ 75,000.00	\$ 60,000.00	\$ 58,000.00	\$ 38,000.00	\$ 107,777.00	\$ 75,000.00	\$ 60,000.00	\$ 58,000.00	\$ 38,000.00	\$ 107,777.00
2101.505	Clearing & Grubbing	203	SF	\$ 15.00	\$ 15.00	\$ 10.00	\$ 25.00	\$ 10.00	\$ 3,045.00	\$ 3,045.00	\$ 2,030.00	\$ 5,075.00	\$ 2,030.00
2104.502	Remove MH Casting	24	Each	\$ 300.00	\$ 225.00	\$ 180.00	\$ 100.00	\$ 100.00	\$ 7,200.00	\$ 5,400.00	\$ 4,320.00	\$ 2,400.00	\$ 2,400.00
2104.502	Remove CB Casting	13	Each	\$ 300.00	\$ 225.00	\$ 180.00	\$ 100.00	\$ 100.00	\$ 3,900.00	\$ 2,925.00	\$ 2,340.00	\$ 1,300.00	\$ 1,300.00
2104.502	Remove Manhole	24	Each	\$ 800.00	\$ 325.00	\$ 300.00	\$ 290.00	\$ 300.00	\$ 19,200.00	\$ 7,800.00	\$ 7,200.00	\$ 6,960.00	\$ 7,200.00
2104.502	Remove Catch Basin	13	Each	\$ 800.00	\$ 325.00	\$ 300.00	\$ 290.00	\$ 300.00	\$ 10,400.00	\$ 4,225.00	\$ 3,900.00	\$ 3,770.00	\$ 3,900.00
2104.502	Remove Gate Valve	11	Each	\$ 850.00	\$ 225.00	\$ 180.00	\$ 200.00	\$ 100.00	\$ 9,350.00	\$ 2,475.00	\$ 1,980.00	\$ 2,200.00	\$ 1,100.00
2104.502	Remove Hydrant	4	Each	\$ 850.00	\$ 300.00	\$ 725.00	\$ 200.00	\$ 200.00	\$ 3,400.00	\$ 1,200.00	\$ 2,900.00	\$ 800.00	\$ 800.00
2104.503	Remove Curb & Gutter	3,417	LF	\$ 3.00	\$ 4.00	\$ 2.75	\$ 3.00	\$ 2.00	\$ 10,251.00	\$ 13,668.00	\$ 9,396.75	\$ 10,251.00	\$ 6,834.00
2104.503	Remove Sanitary Sewer	1,314	LF	\$ 10.00	\$ 2.00	\$ 2.25	\$ 2.00	\$ 1.00	\$ 13,140.00	\$ 2,628.00	\$ 2,956.50	\$ 2,628.00	\$ 1,314.00
2104.503	Remove Storm Sewer	1,093	LF	\$ 10.00	\$ 8.00	\$ 14.50	\$ 10.00	\$ 2.00	\$ 10,930.00	\$ 8,744.00	\$ 15,848.50	\$ 10,930.00	\$ 2,186.00
2104.503	Remove Watermain	1,663	LF	\$ 5.00	\$ 2.00	\$ 5.00	\$ 2.00	\$ 2.00	\$ 8,315.00	\$ 3,326.00	\$ 8,315.00	\$ 3,326.00	\$ 3,326.00
2104.504	Remove Bituminous Pavement	654	SY	\$ 10.00	\$ 10.00	\$ 3.00	\$ 4.00	\$ 2.00	\$ 6,540.00	\$ 6,540.00	\$ 1,962.00	\$ 2,616.00	\$ 1,308.00
2104.504	Remove Concrete Pavement	5,629	SY	\$ 10.00	\$ 9.00	\$ 7.00	\$ 4.50	\$ 5.00	\$ 56,290.00	\$ 50,661.00	\$ 39,403.00	\$ 25,330.50	\$ 28,145.00
2104.518	Remove Concrete Walks & Driveways	12,699	SF	\$ 3.00	\$ 1.50	\$ 1.25	\$ 1.50	\$ 2.00	\$ 38,097.00	\$ 19,048.50	\$ 15,873.75	\$ 19,048.50	\$ 25,398.00
2105.504	Geotextile Fabric Type 5	2,073	SY	\$ 1.50	\$ 1.50	\$ 1.25	\$ 2.00	\$ 2.00	\$ 3,109.50	\$ 3,109.50	\$ 2,591.25	\$ 4,146.00	\$ 4,146.00
2105.507	Common Excavation	2,624	CY	\$ 14.00	\$ 12.00	\$ 12.50	\$ 14.00	\$ 14.00	\$ 36,736.00	\$ 31,488.00	\$ 32,800.00	\$ 36,736.00	\$ 36,736.00
2105.609	Select Granular Borrow	1,866	Tons	\$ 14.00	\$ 13.00	\$ 17.30	\$ 17.50	\$ 20.00	\$ 26,124.00	\$ 24,258.00	\$ 32,281.80	\$ 32,655.00	\$ 37,320.00
2211.509	Aggregate Base Class 5	2,859	Tons	\$ 20.00	\$ 20.00	\$ 25.75	\$ 23.75	\$ 28.00	\$ 57,180.00	\$ 57,180.00	\$ 73,619.25	\$ 67,901.25	\$ 80,052.00
2357.506	Bituminous Material for Tack Coat	510	Gal	\$ 1.50	\$ 3.00	\$ 3.15	\$ 3.00	\$ 5.00	\$ 765.00	\$ 1,530.00	\$ 1,606.50	\$ 1,530.00	\$ 2,550.00
2360.509	Type SP 9.5 Wearing Course Mix (2, C)	560	Tons	\$ 100.00	\$ 105.00	\$ 99.60	\$ 95.00	\$ 100.00	\$ 56,000.00	\$ 58,800.00	\$ 55,776.00	\$ 53,200.00	\$ 56,000.00
2360.509	Type SP 9.5 Wearing Course Mix (2, C) Installed in 2025	560	Tons	\$ 105.00	\$ 118.00	\$ 113.25	\$ 108.00	\$ 110.00	\$ 58,800.00	\$ 66,080.00	\$ 63,420.00	\$ 60,480.00	\$ 61,600.00
2503.503	12" RC Pipe Sewer Class V Design 3006	805	LF	\$ 75.00	\$ 71.00	\$ 56.75	\$ 79.00	\$ 60.00	\$ 60,375.00	\$ 57,155.00	\$ 45,683.75	\$ 63,595.00	\$ 48,300.00
2503.503	18" RC Pipe Sewer Class V Design 3006	122	LF	\$ 95.00	\$ 96.00	\$ 79.25	\$ 92.00	\$ 75.00	\$ 11,590.00	\$ 11,712.00	\$ 9,668.50	\$ 11,224.00	\$ 9,150.00
2503.602	Connect to Existing Storm Sewer	5	Each	\$ 1,000.00	\$ 600.00	\$ 1,300.00	\$ 900.00	\$ 1,500.00	\$ 5,000.00	\$ 3,000.00	\$ 6,500.00	\$ 4,500.00	\$ 7,500.00
2503.602	Connect to Existing Sanitary Sewer	6	Each	\$ 1,200.00	\$ 500.00	\$ 1,315.00	\$ 1,425.00	\$ 1,500.00	\$ 7,200.00	\$ 3,000.00	\$ 7,890.00	\$ 8,550.00	\$ 9,000.00
2503.602	4" Sanitary Sewer Service	17	Each	\$ 2,000.00	\$ 1,700.00	\$ 1,360.00	\$ 1,605.00	\$ 2,000.00	\$ 34,000.00	\$ 28,900.00	\$ 23,120.00	\$ 27,285.00	\$ 34,000.00
2503.602	6" Sanitary Sewer Service	17	Each	\$ 2,200.00	\$ 1,900.00	\$ 1,550.00	\$ 1,800.00	\$ 2,000.00	\$ 37,400.00	\$ 32,300.00	\$ 26,350.00	\$ 30,600.00	\$ 34,000.00
2503.603	8" PVC Pipe Sewer	1,334	LF	\$ 83.00	\$ 57.00	\$ 55.00	\$ 71.00	\$ 80.00	\$ 110,722.00	\$ 76,038.00	\$ 73,370.00	\$ 94,714.00	\$ 106,720.00
2504.601	Temporary Water Service	1	L. Sum	\$ 15,000.00	\$ 14,000.00	\$ 26,000.00	\$ 20,000.00	\$ 50,000.00	\$ 15,000.00	\$ 14,000.00	\$ 26,000.00	\$ 20,000.00	\$ 50,000.00
2504.602	Hydrant	4	Each	\$ 7,000.00	\$ 6,100.00	\$ 6,225.00	\$ 6,700.00	\$ 8,000.00	\$ 28,000.00	\$ 24,400.00	\$ 24,900.00	\$ 26,800.00	\$ 32,000.00
2504.602	6" Gate Valve & Box	15	Each	\$ 2,800.00	\$ 2,225.00	\$ 2,300.00	\$ 2,600.00	\$ 3,000.00	\$ 42,000.00	\$ 33,375.00	\$ 34,500.00	\$ 39,000.00	\$ 45,000.00
2504.602	Connect to Existing Watermain	8	Each	\$ 1,500.00	\$ 450.00	\$ 1,250.00	\$ 1,600.00	\$ 1,500.00	\$ 12,000.00	\$ 3,600.00	\$ 10,000.00	\$ 12,800.00	\$ 12,000.00
2504.602	Water Service System	34	Each	\$ 2,200.00	\$ 2,000.00	\$ 1,935.00	\$ 1,200.00	\$ 2,000.00	\$ 74,800.00	\$ 68,000.00	\$ 65,790.00	\$ 40,800.00	\$ 68,000.00
2504.602	6" C900 Watermain w/Tracer Wire	1,537	LF	\$ 55.00	\$ 56.00	\$ 51.50	\$ 61.50	\$ 70.00	\$ 84,535.00	\$ 86,072.00	\$ 79,155.50	\$ 94,525.50	\$ 107,590.00
2504.608	Watermain Fittings	712	Lbs	\$ 10.00	\$ 13.00	\$ 13.25	\$ 10.50	\$ 15.00	\$ 7,120.00	\$ 9,256.00	\$ 9,434.00	\$ 7,476.00	\$ 10,680.00
2506.502	MH Casting Assembly	17	Each	\$ 850.00	\$ 1,150.00	\$ 1,075.00	\$ 1,150.00	\$ 2,000.00	\$ 14,450.00	\$ 19,550.00	\$ 18,275.00	\$ 19,550.00	\$ 34,000.00
2506.502	CB Casting Assembly	17	Each	\$ 850.00	\$ 1,200.00	\$ 1,200.00	\$ 1,250.00	\$ 2,000.00	\$ 14,450.00	\$ 20,400.00	\$ 20,400.00	\$ 21,250.00	\$ 34,000.00
2506.503	Construct Drainage Structure, Des 48-4020	7	Each	\$ 2,500.00	\$ 2,750.00	\$ 3,315.00	\$ 6,375.00	\$ 4,000.00	\$ 17,500.00	\$ 19,250.00	\$ 23,205.00	\$ 44,625.00	\$ 28,000.00
2506.502	Construct Drainage Structure, Des 72-4020	1	Each	\$ 6,000.00	\$ 10,500.00	\$ 12,450.00	\$ 14,900.00	\$ 12,000.00	\$ 6,000.00	\$ 10,500.00	\$ 12,450.00	\$ 14,900.00	\$ 12,000.00
2506.502	Install Manhole, Design F	9	Each	\$ 7,500.00	\$ 4,000.00	\$ 4,600.00	\$ 7,875.00	\$ 5,000.00	\$ 67,500.00	\$ 36,000.00	\$ 41,400.00	\$ 70,875.00	\$ 45,000.00
2506.603	Construct Drainage Structure, 3'x2' Rectangular	17	Each	\$ 2,200.00	\$ 1,750.00	\$ 2,155.00	\$ 4,455.00	\$ 2,000.00	\$ 37,400.00	\$ 29,750.00	\$ 36,635.00	\$ 75,735.00	\$ 34,000.00
2521.518	4" Concrete Walk	10,841	SF	\$ 8.00	\$ 8.00	\$ 6.25	\$ 9.00	\$ 6.00	\$ 86,728.00	\$ 86,728.00	\$ 67,756.25	\$ 97,569.00	\$ 65,046.00
2531.503	Concrete Curb & Gutter Design B624	2,759	LF	\$ 25.00	\$ 26.00	\$ 25.50	\$ 32.00	\$ 24.00	\$ 68,975.00	\$ 71,734.00	\$ 70,354.50	\$ 88,288.00	\$ 66,216.00
2531.503	Concrete Curb & Gutter Design B624 w/Sidewalk Sill	377	LF	\$ 35.00	\$ 28.00	\$ 28.00	\$ 34.00	\$ 26.00	\$ 13,195.00	\$ 10,556.00	\$ 10,556.00	\$ 12,818.00	\$ 9,802.00
2531.504	6" Concrete Driveway Pavement	4,138	SF	\$ 9.00	\$ 10.00	\$ 8.25	\$ 12.75	\$ 9.00	\$ 37,242.00	\$ 41,380.00	\$ 34,138.50	\$ 52,759.50	\$ 37,242.00
2531.618	Truncated Domes	128	SF	\$ 55.00	\$ 48.00	\$ 44.00	\$ 46.00	\$ 50.00	\$ 7,040.00	\$ 6,144.00	\$ 5,632.00	\$ 5,888.00	\$ 6,400.00
2563.601	Traffic Control	1	L. Sum	\$ 2,500.00	\$ 7,000.00	\$ 6,700.00	\$ 6,400.00	\$ 50,000.00	\$ 2,500.00	\$ 7,000.00	\$ 6,700.00	\$ 6,400.00	\$ 50,000.00
2573.501	Stabilized Construction Exit	8	LF	\$ 1,100.00	\$ 175.00	\$ 2,200.00	\$ 150.00	\$ 200.00	\$ 8,800.00	\$ 1,400.00	\$ 17,600.00	\$ 1,200.00	\$ 1,600.00
2573.501	Storm Drain Inlet Protection	27	Each	\$ 275.00	\$ 100.00	\$ 255.00	\$ 250.00	\$ 300.00	\$ 7,425.00	\$ 2,700.00	\$ 6,885.00	\$ 6,750.00	\$ 8,100.00
2574.507	Common Topsoil Borrow	400	CY	\$ 12.00	\$ 20.00	\$ 35.50	\$ 37.50	\$ 30.00	\$ 4,800.00	\$ 8,000.00	\$ 14,200.00	\$ 15,000.00	\$ 12,000.00
2575.504	Sodding Type Lawn	3,065	SY	\$ 12.00	\$ 14.00	\$ 10.50	\$ 13.00	\$ 10.00	\$ 36,780.00	\$ 42,910.00	\$ 32,182.50	\$ 39,845.00	\$ 30,650.00
2575.505	Temporary Hydroseeding	0.63	Acres	\$ 7,500.00	\$ 2,400.00	\$ 4,195.00	\$ 3,000.00	\$ 2,000.00	\$ 4,725.00	\$ 1,512.00	\$ 2,642.85	\$ 1,890.00	\$ 1,260.00
City Spec	Foundation Material	200	Tons	\$ 22.00	\$ 25.00	\$ 33.00	\$ 0.01	\$ 25.00	\$ 4,400.00	\$ 5,000.00	\$ 6,600.00	\$ 2.00	\$ 5,000.00
City Spec	Density Testing	20	Each	\$ 150.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00
City Spec	Sanitary Sewer Bypassing	1	L. Sum	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 0.01	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 0.01	\$ 7,000.00

SUBTOTAL									\$ 1,491,424.50	\$ 1,312,453.00	\$ 1,316,494.65	\$ 1,452,497.26	\$ 1,536,678.00
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RESOLUTION 24-

Introduced by Councilor

RESOLUTION AMENDING 2024 FEE SCHEDULE

WHEREAS, the Albert Lea City Code of Ordinances requires the City of Albert Lea to establish permit and license fees by resolution; and

WHEREAS, Resolution 23-218 last established fees, licenses or charges as authorized in the City of Albert Lea Code of Ordinances.

WHEREAS, this resolution will amend the Fee Schedule for 2024.

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

Sec. 1. That the fees and charges listed in Exhibit A shall be amended and effective beginning May 8, 2023

Sec. 2. That whenever any provision of this resolution is in conflict with the City of Albert Lea Code, it is the intent of the City Council that the Code shall prevail.

Sec. 3. That this resolution shall supersede Resolution 23-218 or any previous measures of the City Council that sets, establishes or fixes a specific amount for such fees, licenses or charges.

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, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray;

Introduced and passed this 22nd day of April, 2024

Mayor Rich Murray

Filed and attested this 23rd day of April, 2024

Secretary of the Council

CITY OF ALBERT LEA - 2024 FEE SCHEDULE
Last Updated 12/11/2023 Resolution 23-218



	<u>2024 Fees</u>
AIRPORT	
T-Hangar Units - month	\$115/month
Hangar #3 or Hangar #4	\$160/month
Hangar #5	\$27.50/month
Hangar #7 or Hangar #8	\$2,280/year
Conference Room Rental	\$15/hour
Land Lease	\$100/year
ANIMALS	
License - Spayed/Neutered Dogs & Cats	\$10/3 years
License - Non-Spayed/Neutered Dogs & Cats	\$75/3 years
License - Dangerous Dogs	\$250/year
Duplicate License	\$3.00
Livestock and Small Animals Permit	\$60/2 years
Prescribed Grazing	\$100/project
Investigation Fee - Failure to Apply	Permit Fee Doubles
Potentially Dangerous Dog Appeal	\$100.00
Dangerous Dog Appeal	\$250.00
ANNEXATION REQUEST	\$600.00
AQUATIC CENTER	
Day Admission	Includes sales tax
General Admission (3 years and older)	\$4.00
Infant (2 years and younger)	\$1.00
Non-Swimmer	\$2.00
Daily Evening Admission	
General Admission (3 years and older)	\$2.00
Infant (2 years and younger)	\$0.00
Non-Swimmer	\$2.00
Season Pass	
Individual	\$65 plus sales tax
Caretaker	\$35 plus sales tax
Family - 4 persons in same household	\$120 plus sales tax
Additional Family Members in same household	\$20 plus sales tax
Swimming Lessons per session	
Resident	\$35.00
Non-resident	\$40.00
Group reservations during public swim	\$1 discount per admission
Group reservations during non-public swim	
Group of 50 or less	\$150/hour
Group of 51 or more	\$200/hour
ARENA	
Daily Admission	Includes sale tax
Public Skate	\$5 onsite/\$4 pre-registration
Open Skate - Freestyle or hockey	\$8 on-site/\$6 pre-registration
20 Public Skate and Open Skate Passes	\$60.00
School Groups (includes skate rental)	\$4.00
Captain's Practice	Contracted Fee
Skate Rental	\$2.00
Skate Sharpening	\$7.00
Non-Ice Space Rental	\$850/day, \$650/day non-profits
Non-Ice Additional Space Set Up (max 4 hours - day before)	\$50/hour
High School Tournaments, Special Events, Schools, College	Contracted Fee
On Ice - Prime Time	\$185/hour
On Ice - Non-prime Time 8:00 AM - 3:00 PM (when school is in session)	\$150/hour
On Ice - Non-prime Time (April 1 - August 31)	\$145/hour
Kennel Club Room	Per Contract
Conference Rooms 1 and 2 (public non-contracted group)	
Normal Operating Hours	\$25/hour
Outside Normal Operating Hours	\$50/hour
Contracted User Groups	Per Contract
Batting Cage	\$5/person/hour; \$20/hour group of 4-12
ASSESSMENT SEARCHES	
Certified Division w/PID	\$20/parcel
Rush	\$30/parcel
BILLIARDS/POOL TABLES LICENSE	\$75/year

CITY OF ALBERT LEA - 2024 FEE SCHEDULE
Last Updated 12/11/2023 Resolution 23-218



	2024 Fees
BOAT DOCKS	
Annual Fee - Resident	\$175.00
Annual Fee - Non-resident	\$225.00
Removal	\$175 minimum
Floating Dock Slip	\$1,250.00
Floating Dock Slip (prorated after Aug 1)	\$625.00
BUILDING PERMITS	
Roofing and Siding Permit (Residential Only)	\$90.00
Window Permit (Residential Only)	\$75.00
Temporary Accessory Structure (6-month)	\$100.00
Minnesota Surcharge	\$1.00
Valuation	
\$1 - \$500	\$20.00
\$501 to \$2,000	\$20 for first \$500 plus \$2.40 for each additional \$100 or fraction thereof
\$2,001 to \$25,000	\$56 for first \$2,000 plus \$10.80 for each additional \$1,000 or fraction thereof
\$25,001 to \$50,000	\$304.40 for the first \$25,000 plus \$7.80 for each additional \$1,000 or fraction thereof
\$50,001 to \$100,000	\$499.40 for the first \$50,000 plus \$5.40 for each additional \$1,000 or fraction thereof
\$100,001 to \$500,000	\$769.40 for the first \$100,000 plus \$4.20 for each additional \$1,000 or fraction thereof
\$500,001 to \$1,000,000	\$2,449.40 for the first \$500,000 plus \$3.60 for each additional \$1,000 or fraction thereof
\$1,000,001 and up	\$4,246.80 for the first \$1,000,000 plus \$2.40 for each additional \$1,000 or fraction thereof
Surcharge	
\$1,000,000 or less	\$.0005 x valuation
\$1,000,001 to \$2,000,000	\$500 plus \$.004 x valuation over \$1,000,000
\$2,000,001 to \$3,000,000	\$900 plus \$.003 x valuation over \$2,000,000
\$3,000,001 to \$4,000,000	\$1,200 plus \$.002 x valuation over \$3,000,000
\$4,000,001 to \$5,000,000	\$1,400 plus \$.001 x valuation over \$4,000,000
\$5,000,001 and up	\$1,500 plus \$.0005 x valuation over \$5,000,000
Other Inspections	
Inspection Outside Normal Business Hours	\$40/hour w/ minimum 2 hours
Each Re-inspection	\$40/hour
Additional Plan Review Due to Changes	\$40/hour w/ minimum 1/2 hour
Investigation Fee - Failure to Apply	Permit Fee Doubles
Plan Review (Charged on all new residential, commercial and industrial construction. Applies to pre-built structures)	65% of Building Permit Fee
BURN PERMIT	\$30/Fire
BURN PERMIT, APPEAL PROCESS	\$200.00
CANNABINOID LICENSE FEE	\$200/year
CANDIDATE FILING FEE	\$25.00
CERTIFIED COPIES	\$1/page plus sales tax
CIGARETTES/TOBACCO LICENSE	\$200/year
CITY CENTER & BUILDING RENTALS	
Room 109	\$20/hour
Room 213	\$15/hour
City Council Chambers	\$25/hour
All other City Properties not referenced in the fee schedule	Negotiable
City Center & Building Rentals to Governmental Agencies	Negotiable
CODE OF ORDINANCES	
Per Page	\$.50 plus sales tax
Full Copy with Binder	\$300 plus sales tax
Subdivision - Chapter 54	\$13 plus sales tax
Zoning - Chapter 74	\$20 plus sales tax
Sign Ordinance	\$5 plus sales tax
CONDITIONAL USE PERMIT APPLICATION FEE	\$600.00
DEALERS IN SECONDHAND GOLD, SILVER, JEWELRY	\$500.00
DONATIONS	
Bench - Polysteel with plaque	\$2,400
Bench - Midwest Playscapes Steel Bench with plaque	\$3,000

CITY OF ALBERT LEA - 2024 FEE SCHEDULE
Last Updated 12/11/2023 Resolution 23-218



		2024 Fees
DONATIONS (CONTINUED)		
	Tree with Installation	\$300
	Picnic Table	\$700
ELECTRIC VEHICLE CHARGE		\$2/hour
ENGINEERING FEES		
	429 Assessable Projects Engineered and Construction Oversight by Engineering	
	Engineering, Construction Oversight and Administration	8%
	Misc Items (<i>i.e. soil borings, advertising, outside engineering</i>)	Actual Cost up to 8%
	Construction Projects - Designed by Outside Consultant and Construction Oversight by Outside Consultant	
	Engineering, Oversight and Administration	Actual Cost
	Construction Projects - Designed by Outside Consultant and Construction Oversight by City	
	Engineering	Actual Cost
	Construction Oversight and Administration	5%
	Subdivisions - Design and Construction by Others	3% plus Development Agreement
ENVIRONMENTAL STUDY BY INSPECTION		\$40.00
EXHIBITIONS, SHOWS (i.e. carnivals, circus)		\$550.00
FALSE ALARMS (to include Fire)		
	1st Offense and 2nd Offense	No Penalty
	3rd Offense	\$50.00
	4th Offense	\$100.00
	5 or more Offenses	\$150.00
	Alarm Company Non-compliance Penalty	\$100/violation
FIRE CODE TANK INSTALLATION OR REMOVAL		\$100/tank
FIRE INSPECTION, COMMERCIAL		
	Initial Inspection and Follow Up Inspection	\$0.00
	2nd Follow Up Inspection	\$100.00
	Each Inspection After 2nd	Fee Doubles from Previous
	Sprinkler Pressure Test	\$50.00
	Fire Alarm Inspection	
	1 - 10 Devices	\$50.00
	11 - 20 Devices	\$75.00
	21 - 40 Devices	\$100.00
	41 - 100 Devices	\$150.00
	> 100 Devices	\$200.00
FIRE INSPECTION, MINIMUM HOUSING SINGLE UNIT AND DUPLEX		
	Initial Inspection and Re-Inspection	\$0.00
	2nd Re-inspection	\$20.00
	3rd Re-inspection	\$40.00
	4th Re-inspection	\$80.00
	Any Additional Re-inspection	\$160.00
FIRE INSPECTION, MINIMUM HOUSING THREE OR MORE UNITS		
	Initial Inspection and Re-Inspection	\$0.00
	2nd Re-inspection	\$40/hour with 1/2 hour minimum
	3rd Re-inspection	\$80/hour with 1/2 hour minimum
	4th Re-inspection	\$160/hour with 1/2 hour minimum
	Any Additional Re-inspection	\$320/hour with 1/2 hour minimum
FIRE SAFETY INSPECTION, DEPARTMENT OF HUMAN SERVICES DAYCARE/FOSTER CARE		
	Initial Inspection	\$50.00
	Follow-up Inspection	\$50/inspection
FIRE PROTECTION		
	Personnel	\$100/hour (2 hour minimum)
	Equipment	Per FEMA schedule of equipment rates
FIRE STATION ROOM RENTAL		
	Training Room	\$37.50/hour
	Conference Room	\$20/hour
FIREWORKS		
	Sales within Stores	\$100/year
	Sales within Tents	\$250/year
	Pyrotechnic Display	\$500.00
FLOODPLAIN MAP CHECK FEE		\$25.00
GARDENS		
	Resident - Brookside, Margaretha or Sparks Avenue	\$20.00
	Non-Resident - Brookside, Margaretha or Sparks Avenue	\$25.00

CITY OF ALBERT LEA - 2024 FEE SCHEDULE
Last Updated 12/11/2023 Resolution 23-218



		<u>2024 Fees</u>
HOTEL/MOTEL INSPECTION (1 inspection conducted in 3 year period - includes one follow up inspection)		
1-34 Units		No Inspection Fee
35 Units or More	\$435 base fee plus per unit charge as follows:	
Units 1-18	-\$5/unit	
Units 19-35	-\$6/unit	
Units 36-100	-\$7/unit	
Units 101 or more	-\$8/unit	
Each Re-inspection After One		\$225.00
INTERIM USE PERMIT		\$600.00
LIBRARY		
Non-resident Fees (outside Minnesota Reciprocal Plan)		\$40/year/family
Photocopies and Printouts		\$.10/page Black and White - \$.25/page Color
Third Replacement Card w/in 12 months		\$3.00
LIQUOR LICENSE, Intoxicating		
Club, On-Sale		\$200/year
Wine On-Sale		\$400/year
Consumption & Display		\$200/year & State License Fee
Off-Sale		\$450/year
On-Sale		\$2,000/year
Investigation Fee for New Applications		
Individual Ownership		\$75.00
Partnership Ownership		\$100.00
Corporation Ownership		\$125.00
Sunday On-Sale		\$200/year
Temporary Off-Premises On-Sale		\$50/day
2:00 AM Closing		\$500/year and State License Fee
LIQUOR LICENSE, 3.2 Percent		
Club On-Sale		\$150/year
Off-Sale		\$200/year
On-Sale		\$200/year
Seasonal 6 months - only issued with consumption and display permit		\$100.00
MAIN CORRIDOR URBAN RENEWAL GRANT APPLICATION FEE		\$75.00
MAPS		
City - Small (includes sales tax)		\$5.35
Computer Generated Bond - 24" x 36" (includes sales tax)		\$21.40
MASSAGE THERAPIST LICENSE		\$100/year
MECHANICAL PERMITS		
Permit		\$35.00
Minnesota Surcharge		\$1.00
Forced Air Furnace		
Through 100,000 BTU		\$9.00
Over 100,000 BTU		\$11.00
Vented Infrared Gas Heating System		\$9.00
Hot Water or Steam Boiler		
Through 100,000 BTU or through 3 HP		\$9.00
Through 500,000 BTU or 15 HP		\$11.50
Through 1,000,000 BTU or 30 HP		\$22.50
Through 1,750,000 BTU or 50 HP		\$33.50
Over 1,750,000 BTU or 50 HP		\$56.00
Air Conditioner		
1 HP to 3 Tons		\$9.00
15 HP to 15 Tons		\$16.50
15 Tons to 30 Tons		\$22.50
Over 30 Tons		\$33.50
Unit Heater, Recessed Wall or Floor Mounted		\$9.00
Bath Exhaust Fan or Range Hood		\$9.00
Commercial Exhaust Fans		\$9.00
Air Handling Units		\$9.00
Gas Piping		\$6.50
Other Inspections		
Inspections Outside Normal Business Hours		\$40.00
Each Re-inspection		\$40.00
Additional Plan Review Due to Changes		\$40.00
Investigation Fee - Failure to Apply		Permit Fee Doubles

CITY OF ALBERT LEA - 2024 FEE SCHEDULE
Last Updated 12/11/2023 Resolution 23-218



	<u>2024 Fees</u>
MOBILE CARTS AND MOBILE VEHICLES	
Annual Permit	\$75.00
804 E Main Street - Reservation Required (includes electrical)	\$10.00/day was \$0.00
Electrical Connection - all accessible locations	\$10.00/Day
MANUFACTURED HOME INSTALLATION	
Permit - Summer or Normal	\$150.00
Permit - Winter or Incomplete	\$175.00
State Surcharge	\$1.00
Inspections Outside Normal Business Hours	\$40.00
Each Re-inspection	\$40.00
Investigation Fee - Failure to Apply	Permit Fee Doubles
NATURAL GAS LINE BREAKS, Standby	\$150/hour
NSF CHECK	\$30.00
NUISANCE VIOLATIONS	
Weed/Grass mowing	Actual Costs per Annual Contract
Weed/Grass mowing completed by Parks Dept.	\$50/hour
Refuse	Actual Costs
Junk Vehicles	Actual Costs of Towing & Disposal
Administrative Fee	\$125.00
Nuisance Violation Appeal	\$200.00
PARK FACILITY	
J.M. Snyder Softball Fields and Play Park Fields (contracted groups)	
Fields, Prepped for Game	\$25/field/game
Tournament - Includes 8hours/day City Staff	\$250/day
Additional Staff Time	\$30/hour
Hayek Regulation Baseball Field	
Field, Prepped for Game	\$50/game
Additional Staff Time	\$15/hour
Park Facility Rentals to Governmental Agencies	Negotiable
PARK FACILITY RESERVATION RENTALS	
Band shell/Gazebo	\$30/hour - Non-resident \$35/hour
Pavilion (North and South)	\$25/hour - Non-resident \$30/hour
Bancroft Bay Park Shelter	NA
Cottage	\$30/hour - Non-resident \$35/hour
Cottage - Key Deposit	\$100.00
Cottage - Cleaning Deposit	\$200.00
Edgewater Bay Pavilion	\$55/hour - Non-resident \$60/hour
Edgewater Bay Pavilion - All Day (8:00 AM - 12:00 AM)	\$800/day
Edgewater Bay Pavilion - Key Deposit	\$100.00
Edgewater Bay Pavilion - Cleaning Deposit	\$200.00
Pioneer Park Pavilion w/ kitchenette	\$20/hour - Non Resident \$25/hour
Pioneer Park Pavilion w/out kitchenette	\$15/hour - Non-resident \$20/hour
Pioneer Park - Key Deposit	\$100.00
Pioneer Park - Cleaning Deposit	\$200.00
Park Reservation Rentals - Non-profits Monday - Thursday	50% Discount
Play Park Buildings (approved organizations)	\$30 for up to 4 hours
Non CVB/Main Street Event Electrical Connection	\$10.00/Day
All Other Properties	Negotiable
PARK MAINTENANCE	
Snow Removal	\$64/hour
Snow Removal w/ front end loader	\$106/hour
Weed/Grass mowing	\$58/hour
Tree Trimming	Varies - See PW Rate
Administrative Fee	\$30.00
PARKING AND PARKING VIOLATIONS - These fines do not include State Charges - See Code of Ordinance for Specifics	
Parking Violations	\$13.00
Physically Handicapped Parking Violations	\$200.00
PARKLAND DEDICATION FEE - Fair Market Value of 1 acre of land	\$6,500/acre
PAWNSHOP/PAWN BROKER LICENSE	\$500/year
PHOTOCOPY	\$.25/page plus sales tax
PLANNED DEVELOPMENT APPLICATION FEE	\$600.00
INTERSTATE DEVELOPMENT DISTRICT REVIEW (IDD)	\$300.00
PLANNING AND ZONING CERTIFICATIONS	No Charge

CITY OF ALBERT LEA - 2024 FEE SCHEDULE
Last Updated 12/11/2023 Resolution 23-218



		2024 Fees
PLATS		
	Preliminary and Final	\$1,000.00
	Preliminary and Final	\$500.00
	Administrative Plat/Survey Minor	\$150.00
PLUMBING		
	Surcharge	\$1.00
	Investigation Fee - Failure to Apply	Fees Doubled
	Piping Permit	\$35.00
	Each Fixture	\$3.00
	Each Re-inspection	\$5.00
	Inspections Outside Normal Business Hours	\$30.00
	Each Re-inspection	\$30.00
	Inspection for Which No Fee is Specified	\$30.00
	Additional Plan Review Due to Changes	\$30.00
POLICE PROTECTION		
	Standard	\$125/hour (2 hour minimum)
	Holidays	\$155/hour (2 hour minimum)
	Non-Jurisdictional Support	\$175/hour (2 hour minimum)
PRE-TREATMENT PERMIT (5 year term)		\$1,000.00
PROTECTION PLAN FOR HOME SERVICE LINES		\$5.50 per month w/opt out option
PUBLIC WORKS RATES		
	Vac Truck (includes labor)	\$300/hour
	Pickup 3/4 ton and smaller	\$25/hour
	Street Sweeper - Commercial Use (includes labor)	\$260/2 hour minimum
	Sewer Inspection Camera Trailer/ Pickup Commercial Use (includes labor)	\$380/2 hour minimum
	Locator	\$58/hour
	Labor Rate	\$58/hour
	1 ton and larger (including F550), Out-Front Bower Blower, Chipper	\$75/hour
	Vac Truck - Commercial Use (includes labor)	\$600/2 hour minimum
	Steel Drum/Rubber Tire Roller/Mini Excavator	\$55/hour
	Compact Tractor/Skid Steer	\$85/hour
	Single Axle Dump Truck	\$65/hour
	Tandem Axle, Aerial Bucket, Flusher, Dozer, Backhoe, Flail Mower	\$100/hour
	Sewer Inspection Camera Trailer	\$75/hour
	Wheel Loader - 2 yd and smaller	\$75/hour
	Street Sign Replacement	\$75/sign
	Portable Generator - 75KW or larger	\$80/hour
	Wheel Loader - larger than 2 yd, Street Sweeper	\$85/hour
	Motor grader	\$95/hour
	Street Sign Post Replacement	\$30/post
	3" Pump	\$100/day
	4" Pump	\$150/day
	6" Pump	\$250/day
RECREATION PROGRAMS		Published in Recreation Brochure
	Learn to Skate	\$50.00
	Mites Hockey	\$70 plus equipment fee
	Reduced fees for youth	Per Published Criteria
REFUSE HAULERS		
	Residential	\$150/year
	Commercial	\$300/year
	Industrial	\$325/year
RENTAL HOUSING		
	License	
	Air Bed and Breakfast - 3 year License	\$60.00
	Single Unit - 3 year term	\$60.00
	Duplex - 3 year term	\$120.00
	3-24 Units - 3 year term	\$150 for first 3 units, plus \$30 for each additional unit
	25 Plus Unit - 3 year term	\$785 for first 25 units, plus \$5 for each additional unit
	MHFA Financed Complex - 4 year term	\$785 for first 25 units, plus \$5 for each additional unit
	MHFA Financed Complex - 5 year term with 24 hour staff	\$785 for first 25 units, plus \$5 for each additional unit
	License Transfer	\$20.00
	Re-inspection fees	
	Single Unit and Duplex	
	First re-inspection	\$0.00

CITY OF ALBERT LEA - 2024 FEE SCHEDULE
Last Updated 12/11/2023 Resolution 23-218



	2024 Fees
RENTAL HOUSING (CONTINUED)	
Second re-inspection	\$20.00
Third re-inspection	\$40.00
Fourth re-inspection	\$80.00
Any additional re-inspection	\$160.00
Three or more units	
First re-inspection	\$0.00
Second re-inspection	\$40/hour with 1/2 hour minimum
Third re-inspection	\$80/hour with 1/2 hour minimum
Fourth re-inspection	\$160/hour with 1/2 hour minimum
Any additional re-inspection	\$320/hour with 1/2 hour minimum
Administrative Penalty	
Single Unit and Duplex	\$200.00
Three or more units	License Fee Doubles
RE-ZONE APPLICATION FEE	\$600.00
SAMPLING FEE	
General	\$150/event
Industrial Metals	\$350/event
SEPTIC TANK HAULERS	
Under 1,000 gal	\$60.00
1,001 - 2,000 gal	\$120.00
Over 2,000 gal	\$.06/gal
SEXUALLY ORIENTED BUSINESS LICENSE	
Application and Investigation Fee/Annual Fee	\$1,000 Each
SHORELAND ALTERATION AFTER THE FACT PERMIT	\$1,200.00
SIGN FEE, PORTABLE	\$60.00
SIGN HANGER LICENSE	\$100/year
SIGN PERMIT FEES	
Permit - \$1.00 per square feet	\$20 Minimum/\$200 Maximum
Investigation Fee - Failure to Apply	Permit Fee Doubles
SOLID WASTE DISPOSAL	
Appliances	\$22 Resident \$24 Non-Resident
Mixed Municipal Solid Waste (per cubic yard)	\$25 Resident \$32 Non-Resident
Per tire, Car	\$6 Resident \$12 Non-Resident
Per tire, Car Tire with Rim	\$11 Resident \$22 Non-Resident
Per tire, Truck	\$18 Resident \$36 Non-Resident
Per tire, Tractor, Small under 30" Diameter	\$50 Resident \$100 Non-Resident
Per tire, Tractor, Medium 30"- 46" Diameter	\$60 Resident \$120 Non-Resident
Per tire, Tractor, Large over 46" or wide	\$70 Resident \$140 Non-Resident
Per tire, Truck or Farm with Rim add to above rates	\$10 Resident \$20 Non-Resident
Uncovered loads	\$50 Resident \$100 Non-Resident
Brush per pickup	\$5 Resident \$10 Non-Resident
Yard Waste - Residential Annual Permit	\$13 Resident \$18.50 Non-Resident
Yard Waste - Commercial Annual Permit	\$137 Resident \$200 Non-Resident
Demolition Waste	
Under 300 cubic yards	\$14.25 Resident \$18.90 Non-Resident
300 cubic yards and greater	\$9.45 Resident \$14.70 Non-Resident
Non-Profit/Public Users	\$5 Resident \$6 Non-Resident
Electronic Recycling	
Keyboards/Home and Office Telephones	\$6 Resident \$8 Non-Resident
Laptops/Computer Peripherals/Fax/VCRs/Printers/Stereos	\$10 Resident \$15 Non-Resident
CPU's/Computer monitors	\$12.50 Resident \$18 Non-Resident
Printers, Large	\$20 Resident \$30 Non-Resident
Televisions, up to 30"	\$25 Resident \$35 Non-Resident
Televisions, 30" and larger/Console Stereo/Photocopiers	\$40 Resident \$50 Non-Resident
SPECIAL ASSESSMENTS, Interest Rate	2% over current year bond true interest %
SPECIAL EVENTS PERMIT	
Administrative Fee (30 days prior to event)	\$25.00
Administrative Fee (Less than 30 days prior to event)	\$50.00
SPRINKLER	
Permit	1% of installation cost, \$25 minimum
Inspection Outside of Normal Hours	\$40.00
Each Re-inspection (1/2 hour minimum)	\$40.00
Additional Plan Review (1/2 hour minimum)	\$40.00
Investigation Fee - Failure to Apply	Permit Fee Doubles

CITY OF ALBERT LEA - 2024 FEE SCHEDULE
Last Updated 12/11/2023 Resolution 23-218



		2024 Fees
STORAGE RATE FOR SEIZED CARS		\$50/month
STREET OPENINGS		
Bituminous 3' x 6' (\$11.65/sf)		\$209.70 was \$210
Concrete 3' x 6' (\$13.10/sf)		\$235.80 was \$235
Curb & Gutter, Remove and Replace		\$26/lin ft
Sidewalk		\$31.50/lin ft
Gravel Street 3' x 6' (\$5.84/sf)		\$105.12 was \$140
TAX ABATEMENT APPLICATION		\$175
TAX INCREMENT		\$1,000 plus costs
TAXI LICENSE		\$100/year
TEMPORARY RIGHT OF WAY PERMIT		\$10/event
THEATER LICENSE, MOVIE		\$100/year
TOWERS, CELLULAR		
Small Cell Tower Application/Permit		\$1,500.00
Small Cell Tower Annual Rent		\$175/year/site
Small Cell Tower Annual Rent (if after July - first year)		\$100/first year/site
TREE TRIMMER LICENSE		\$100/year
VACATIONS (Streets, Alleys, etc.)		\$600.00
VARIANCE FROM ZONING ORDINANCE		\$600.00
WRECKING AND MOVING PERMITS		
120 - 4,000 cubic feet		\$100.00
4,001 + cubic feet		\$100 plus \$3 each 1,000 cu ft
Demolition and moving Deposit (Required if dwelling has a basement; water turned off and disconnected and sewer plugged and cemented).		\$1,100.00
Asbestos Sample		\$35.00
State Surcharge		\$1.00
Investigation Fee - Failure to Apply		Permit Fee Doubles
SEWER AND WATER UTILITIES		
INFLOW AND INFILTRATION, Non-conforming		\$50/month
SANITARY SEWER, BILLING RATES		
Base Service Charge (based on meter size)		(Approximately 7% increase)
5/8"		\$20.00
3/4" (1.5 times flow rate of 5/8" meter)		\$30.00
1" (2.5 times flow rate of 5/8" meter)		\$50.00
1 1/2" (5 times flow rate of 5/8" meter)		\$100.00
2" (8 times flow rate of 5/8" meter)		\$160.00
3" (16 times flow rate of 5/8" meter)		\$320.00
4" (25 times flow rate of 5/8" meter)		\$500.00
6" (50 times flow rate of 5/8" meter)		\$1,000.00
Consumption		.02564/cubic foot
Industrial Limits/100 lbs based on sewage concentration		
BOD's > 300 mg/l		\$33.60
Suspended Solids > 320 mg/l		\$31.50
TKN > 40 mg/l		\$80.50
Late Fee		5%
SANITARY SEWER AND WATER CONNECTION INSPECTION FEE		
Sewer or Water Connection Inspection Fee		\$50.00
Investigation Fee - Failure to Apply		Fee Doubles
SANITARY SEWER AND WATER DEVELOPMENT		
Residential		
Sewer Access Charge - Standard		\$1,000/access
Water Access Charge - Standard		\$800/access
Commercial/Industrial		
Sewer Access Charge		\$2,000/acre
Water Access Charge		\$1,600/acre
WATER, BILLING RATES		Base Rate x Flow Rate
Base Service Charge (based on meter size)		(Approximately 5% increase)
5/8"		\$20.00
3/4" (1.5 times flow rate of 5/8" meter)		\$30.00
1" (2.5 times flow rate of 5/8" meter)		\$50.00
1 1/2" (5 times flow rate of 5/8" meter)		\$100.00
2" (8 times flow rate of 5/8" meter)		\$160.00
3" (16 times flow rate of 5/8" meter)		\$320.00
4" (25 times flow rate of 5/8" meter)		\$500.00

CITY OF ALBERT LEA - 2024 FEE SCHEDULE
Last Updated 12/11/2023 Resolution 23-218



		2024 Fees
WATER, BILLING RATES (CONTINUED)		Base Rate x Flow Rate
6" (50 times flow rate of 5/8" meter)		\$1,000.00
Residential Consumption		
Usage From 0 - 800		.02165/Cubic Foot
Usage From 801 - 2,500		.02707/Cubic Foot
Usage over > 2,500		.03247/Cubic Foot
Commercial/Industrial Consumption		
0 - 100,000		.02165/Cubic Foot
> 100,000		.01397/Cubic Foot
Late Fee		5%
Senior Citizen/Disability Discount		Removes the base service charges
WATER FOR CONSTRUCTION		
Up to 10,000 gallons		\$78.75/year
Up to 20,000 gallons		\$157.50/year
> 20,000 gallons		\$32.47/1,000 Cubic Feet
Deposit		\$150.00
WATER METERS		
5/8"		\$315.00
3/4"		\$400.00
1"		\$495.00
1 1/2"		\$985.00
2"		\$1,180.00
3"		\$3,320.00
4"		\$3,960.00
6"		\$6,590.00
WATER READINGS FOR AUXILIARY METERS		\$25/meter
WATER METER READINGS BY TOUCH PAD READER		\$15/month
WATER SAMPLES		
Collection Time		\$50/hour plus mileage
pH		\$10.00
Conductivity		\$14.00
Salinity		\$15.00
Alkalinity, Chloride or Nitrate		\$16.00
Fluoride, Hardness or Iron		\$17.00
Coliform, Fecal or Phosphate, Total		\$18.00
Chlorine		\$20.00
Coliform, Total		\$21.00
Ammonia		\$22.00
Oxygen, Dissolved		\$26.50
Oxygen Demand, Biological or Chemical		\$30.00
Chlorophyll		\$40.00
WATER METER REMOVAL OR REINSTALL		
5/8 meter or 3/4 meter		\$100/removal \$100/reinstall
1 inch to 4 inch meter		\$200/removal \$200/reinstall
6 inch meter		\$300/removal \$300/reinstall
WATER, SHUT OFF/TURN ON		
Shut Off at Curb for less than 24 Hours - All Meters		No Charge
Turn On or Turn Off at Curb		\$50/turn-on \$50/turn-off
Turn on Delinquent Account		\$100.00
Turn On After Hours Call out, Non-emergency		\$175.00
WATERMAIN, TAPPING		
1"		\$400.00
1 1/2"		\$500.00
2"		\$600.00

RESOLUTION 24-

Introduced by Councilor

RESOLUTION APPROVING WORKFORCE HOUSING GRANT APPLICATION AND FUNDING

WHEREAS, Recipient (City of Albert Lea) has submitted an application (the “Application”) for a housing project on the 300 Block of Broadway Avenue South (the “Project”) pursuant to the Workforce Housing Development Program (“Program”) in order to obtain funding from the Minnesota Housing Finance Agency (“Minnesota Housing”).

WHEREAS, on this 22nd day of April, 2024, there has been presented to the meeting of the City Council of Recipient a proposal for Recipient, upon selection by Minnesota Housing, to enter in to a Deferred Loan Agreement pursuant to the Program in order to obtain funding from Minnesota Housing.

WHEREAS, on August 14, 2023, the Albert Lea City Council approved the establishment of Tax Increment Financing District No. 5-31: 300 Block Broadway, a redevelopment tax increment financing district on the parcels identified on the Application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ALBERT LEA, MINNESOTA, that Recipient is authorized to enter into a Deferred Loan Agreement, substantially in the form as attached to these Resolutions as Exhibit A, pursuant to the Program in order to obtain funding from Minnesota Housing in an amount not to exceed \$4,250,000 (the “Loan”).

BE IT FURTHER RESOLVED, that Recipient is an Eligible Project Area, as defined in Minnesota Statute Section 462A.39, subdivision 2, has the legal authority to apply for financial assistance, and has the institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the Project for its design life.

BE IT FURTHER RESOLVED, that Recipient certifies that it will use the Loan for qualified expenditures for the Project to serve employees of business located within the City of Albert Lea and all of Freeborn County (Eligible Project Area).

BE IT FURTHER RESOLVED, that the Loan will be matched by the City of Albert Lea with at least \$1 for every \$2 provided.

BE IT FURTHER RESOLVED, that the City will provide eligible demolition costs, land improvement costs, discount of land sale and tax increment generated by Tax Increment

Financing District 15-31: 300 Block Broadway to meet the match requirement of \$2,125,000 in support the proposed development.

BE IT FURTHER RESOLVED, that Recipient certifies that the average vacancy rate for rental housing located in Eligible Project Area, has been five percent or less for at least the prior two-year period.

BE IT FURTHER RESOLVED, that the Loan will not exceed 50 percent of the Project costs.

BE IT FURTHER RESOLVED, that the City Manager and the Mayor, or their successors in office, are hereby authorized to execute the Deferred Loan Agreement and such other agreements, and amendments thereto, as are necessary to implement the Project on behalf of Recipient.

BE IT FURTHER RESOLVED, that Minnesota Housing is authorized to rely on the continuing force and effect of these Resolutions until receipt by the Commissioner of Minnesota Housing at its principle office of notice in writing from Recipient of any amendment or alteration of such Resolutions.

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, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray;

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

Introduced and passed this 22nd day of April, 2024

Mayor Rich Murray

Filed and attested this 23rd day of April, 2024

Secretary of the Council

CERTIFIED COPY OF RESOLUTION ADOPTED BY THE MEMBERS OF THE ALBERT LEA CITY COUNCIL

I HEREBY CERTIFY, that I am the duly elected Secretary and keeper of the records of the City Council for the City of Albert Lea, Minnesota, a City in the State of Minnesota, that the following is a true and correct copy of **Resolution 24-** duly and unanimously adopted by all of the members of the Albert Lea City Council of Recipient on April 22, 2024, all of the members being present and constituting a quorum for the transaction of business; further, that such meeting was called in compliance with all applicable laws and any other requirements of Recipient; that such Resolution does not conflict with any laws of Recipient nor has such Resolution been in any way altered, amended or repealed and is in full force and effect, unrevoked and unrescinded as of this day, and has been entered upon the regular Minute Book of Recipient, as of the aforementioned date, and that the members of the City Council of Recipient have, and at the time of adoption of such Resolution, had full power and lawful authority to adopt such Resolution and to confer the powers thereby granted to the offices therein named who have full power and lawful authority to exercise the same:

ATTEST:

Daphney Maras, City Clerk

RESOLUTION 24-

Introduced by Councilor

RESOLUTION AMENDING MAIN CORRIDORS RENEWAL GRANT POLICY

WHEREAS, the Main Corridors Urban Renewal Grant Fund was established as an extension and compliment to the initial Broadway Ridge Historic District Grant and provides financial assistance to property owners who are interested in façade or site improvements that enhance curb appeal and/or spur economic development along the City's main commercial corridors; and

WHEREAS, the current policy states that to be eligible, properties must be commercially zoned and visible from South Broadway, East Main Street, West Main Street, Bridge Avenue, Clark Street and Fountain Street; and

WHEREAS, staff has been petitioned by the public to add Front Street to the list of eligible corridors; and

WHEREAS, adding Front Street could positively benefit between 20-30 additional commercial properties.

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

Sec. 1. That the Main Corridors Renewal Grant Policy be amended to include Front Street.

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, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray;

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

Introduced and passed this 22nd day of April, 2024


Mayor Rich Murray

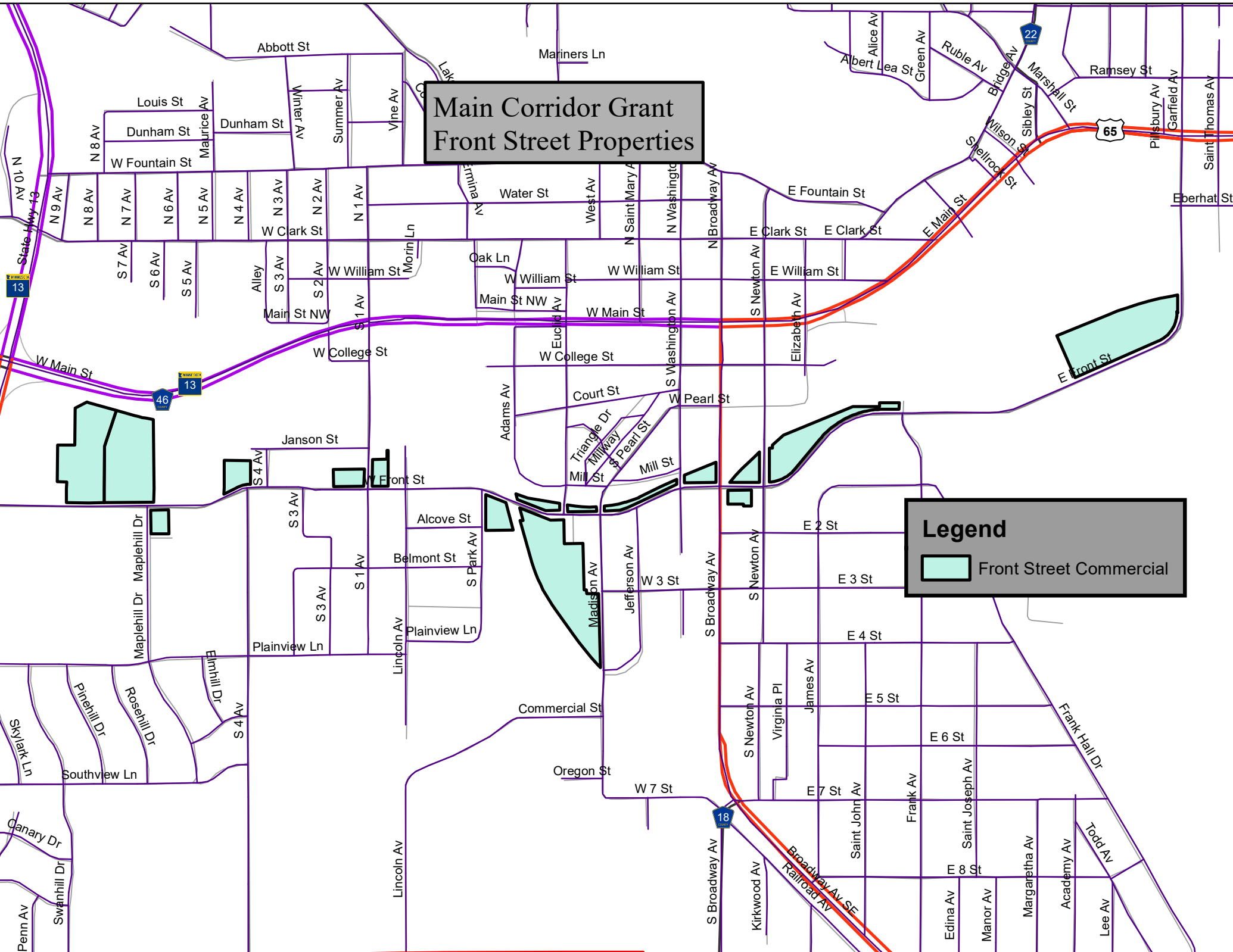
Filed and attested this 23rd day of April, 2024

Secretary of the Council

Main Corridor Grant Front Street Properties

Legend

-  Front Street Commercial



8.02 MAIN CORRIDORS URBAN RENEWAL GRANT POLICY

I. PURPOSE

- A. The Main Corridors Urban Renewal Grant (“Grant”) is established as an extension and compliment to the initial Broadway Ridge Historic District Grant for Albert Lea’s National Commercial Historic District. The policy is intended to assist property and building 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. The policy also expects to ensure more energy efficiency and better compliance with any applicable building and zoning standards, as outlined in Albert Lea City Code Chapter 50.

II. GOALS AND OBJECTIVES

- A. To provide grant assistance of less than \$25,000 to property owners whose buildings or site need repair or improvement.
- B. To leverage private investment and provide public grant assistance to projects, that otherwise may not occur, for façade renovation, site improvement, preservation of commercial historic buildings and improve curb appeal to highly visible properties along the City’s main commercial corridors serving as gateways into the community.
- C. To stimulate renovation and preservation of historic facades, and to improve the building stock of the community.
- D. The policy and funding will be available upon date of adoption through December 31, 2026 unless otherwise extended or amended by the Albert Lea City Council.

III. GUIDELINES FOR IMPROVEMENTS

The guidelines for building or site restoration to be assisted pursuant to this policy shall include:

- 1. Improvements that maximize private investment to remediate blight and hazardous materials or structures are given top preference.
- 2. Façade improvements that preserve the historical character of the building or enhance the visual appeal of the property on identified corridors will be given additional preference.
- 3. Guidelines for building restoration and modification can be found in Albert Lea City Code Chapter 50 and other applicable codes depending on the property and project.
- 4. Landscaping improvements that enhance the visual appeal of the property from the identified corridor may be required as part of the grant approval.
- 5. Improvements that promote conservation, pollution abatement (including light pollution), and improve tree canopy may be given preference over those that do not.
- 6. All projects must be identified as meeting the City’s adopted Comprehensive Plan.

IV. ELIGIBILITY REQUIREMENTS

Projects eligible for assistance hereunder shall satisfy the following requirements:

- A. Projects must consist of façade or site improvements as more specifically detailed in Section V below that preserve the historical character of the building or enhance the visual appeal of the property in the designated locations listed below.
- B. Designated locations are all commercially zoned and operated property visible from South Broadway, East Main Street, West Main Street, Bridge Avenue, Clark Street, Front Street and Fountain Street.
- C. Property has not received awards of City or County grants for façade repairs within 5 years of next request.
- D. Property and property owner is in good standing with the City, County, and State for all previous grant awards and taxes are current.

V. ELIGIBLE PROJECTS ACTIVITIES

Small project grant assistance may only be used to pay for façade or site improvements. The façade includes those portions of the building visible from South Broadway.

Projects may include:

- 1. Repair / replacement of windows and doors
 - 2. Masonry repair / replacement
 - 3. Awnings
 - 4. Exterior lighting that meets “Dark Sky” standards
 - 5. Signage
 - 6. Painting, siding and other exterior wall improvements
 - 7. Architect’s Plan and Estimate
 - 8. Other approved exterior improvements
 - 9. Roofs that no longer meet code, are incorporated in the façade improvements, or are a potential hazard to preserving the structure.
 - 10. Parking areas that incorporate landscaping, improved ADA-compliant design and/or improve stormwater diversion/retention
 - 11. Interior modifications required to complete façade improvements.
 - 12. Landscaping improvements as visible from South Broadway or improve stormwater diversion/retention.
- A. Eligible Grant Match Expenses
 - 1. Expense for all eligible projects as defined herein.
 - 2. Expenses for all permanent interior renovation and improvements including but not limited to: creation of new apartment or office rental space; drywall repair; electrical repairs; energy efficient HVAC; fire suppression/warning systems; flooring, foundation repair; interior lighting; interior painting; lead, mold or other interior hazardous material removal; plumbing; restroom/bathroom renovation/installation; stairway repairs/improvements; suspended ceilings; and water heaters.
 - B. Ineligible Improvements. Expenditures that do not add to the historic character or visual appeal of the property such as tinted windows, inventory and equipment, operating expenses, non-fixed improvements, and general maintenance are ineligible for grant funding and may not be used to satisfy grant-match requirements hereunder.

VI. FUNDING

- A. Small projects grant funding was established through contributions from the City of Albert Lea and Freeborn County. The City Manager may choose to use other sources to fund projects under this program subject to City Council approval. There may also be loans depending on the owner's long term objectives and ownership plan.
- B. Small Projects Matching Grants: The maximum grant in support of a qualifying project for any one building shall not exceed \$25,000, and matching funds in amount in an amount equal to or greater than the amount of the grant must be committed to the project. It must be determined by an architect, structural engineer, or the building official that there are no structural issues with the building proposed to be improved with the grant, such that the building should not be rehabilitated as proposed. A property owner who uses the matching grant may apply for additional grant or loan funds as long as the maximum of \$25,000 in matching funds is not exceeded during the life of the structure.
- C. The final amount of the grant award will be determined based on the actual dollar amount of the matching funds committed to the project, the final design of the project as built, and the extent to which the improvements provide a public benefit. The City Planner or appointed staff may require changes to the Grantee's proposal to be eligible based on historic preservation, code compliance, and public benefit.
- D. Fees and Taxes: Grantees are responsible for their own legal and other professional consultant fees associated with applying for and making the Main Corridors Urban Renewal Grant, as well as for legal and professional consultant fees incurred by the City in making the grant. All property taxes and applicable special assessments installments on real property owned by the applicant in the City must be current on the property and are not eligible for payment from Grant funds.

VII. PROCEDURE FOR GRANT APPLICATION

- A. Interested owners/businesses shall set a meeting with the City Planner's Office or staff to review the potential project, discuss eligibility, and review the application process and grant policies.
- B. The property owner or business owner, with the owner's approval, may obtain the Grant application from the City Planner's Office. Applications shall be submitted to the City Planner's Office, 221 E. Clark St., Albert Lea, MN.
- C. In order for a grant application to be considered complete, the applicant shall provide the following documentation and take the following action:
 - 1. A completed application form, signed by the property owner of record, together with design plans illustrating the proposed work.
 - 2. A registered set of improvement plans and an itemized estimate of listed improvement components.
 - 3. Explain or illustrate how all exterior code violations will be remedied as part of the project.
 - 4. A legal description of the property to be improved.

5. Complete financial information documenting the source(s) of private funds needed to satisfy matching funds requirement herein and successfully complete the project. The owner is required to pay contractors in full and Grant funds will reimburse paid contractor invoices up to 50% of the invoice; however, the total payments shall not exceed the grant amount established in the Construction Award/Grant Agreement. The owner shall show the source of funds for full payment of the contractor.
6. Schedule a project review meeting with the City Planner's office and submit the application. A review will be scheduled with Building Inspection staff at which the applicant will have an opportunity to discuss the project. An on-site visit may be requested.
7. Any additional information determined necessary and requested of the applicant by City staff.
8. Receive a favorable project recommendation from City staff.
9. Execute the Construction Award/Grant Agreement prior to the start of any improvements for which grant assistance is to be provided.
10. Submit Grant payment requisitions or paid contractor invoices, as required in the Construction Award/Grant Agreement, to the City Planner's Office.
11. The improvements will be inspected by the City Building Official for approval of the completed work. Partial requisitions and payments will be permitted.

VIII. OTHER REQUIREMENTS

- A. Applicant may have to show financial means to complete the project, provide lien waivers from contractors, and/or provide receipt of sale (not bills) showing the completion of the purchase or work eligible for reimbursement.
- B. Applicant will be required to provide proof of liability and property insurance sufficient to cover value of the property and improvements if approved.
- C. Applicant will be required to complete a W-9 before receiving their first payment from the City.

RESOLUTION 24 -

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 for Check #88186 through #88287 in the amount of \$1,417,360.87 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, Howland, S. Rasmussen, R. Rasmussen, Anderson, and Mayor Murray;

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

Introduced and passed this 22nd day of April, 2024

Mayor Rich Murray

Filed and attested this 23rd day of April, 2024

Secretary of the Council

Claims Over \$25,000

City of Albert Lea Council Meeting 04/22/2024

- **\$30,518.37 – HomeServe**
Water/Sewer Protection Plan Services (March)
- **\$50,409.64 – Midway Ford Company**
2024 Ford F350 (Sewer)
- **\$54,935.62 – Freeborn County Highway Department**
Pay Estimate 18 – Bridge Avenue Reconstruction
- **\$104,248.90 – Sanco Equipment LLC**
2024 E60 Excavator (Street)
2024 S76 Skid Loader (Street)
- **\$702,742.15 – Freeborn County Highway Department**
Pay Estimate 19 Final – Bridge Avenue Reconstruction

Accounts Payable

Checks for Approval

User: NThoms
 Printed: 4/18/2024 - 8:19 AM



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	04/19/2024	101 General	Deferred Compensation Payable	Mission Square Plan Services		976.23
0	04/19/2024	101 General	Other Payroll Deduct Payable	WEX Health Inc		11,206.46
0	04/19/2024	101 General	Accrued PERA Payable	PERA		36,494.55
0	04/19/2024	101 General	Accrued PERA Payable	PERA		49,317.86
0	04/19/2024	101 General	Deferred Compensation Payable	MN State Retirement - Empower		200.00
0	04/19/2024	101 General	Deferred Compensation Payable	MN State Retirement - Empower		1,082.69
0	04/19/2024	101 General	State Withholding Payable	Minnesota Department of Revenue		16,765.31
0	04/19/2024	101 General	Other Payroll Deduct Payable	Minnesota Department of Human Services		329.01
0	04/19/2024	101 General	Accrued FICA Payable	Internal Revenue Service		14,171.11
0	04/19/2024	101 General	Accrued Medicare Payable	Internal Revenue Service		2.72
0	04/19/2024	101 General	Accrued Medicare Payable	Internal Revenue Service		5,760.22
0	04/19/2024	101 General	Accrued Medicare Payable	Internal Revenue Service		5,760.22
0	04/19/2024	101 General	Accrued Medicare Payable	Internal Revenue Service		2.72
0	04/19/2024	101 General	Accrued FICA Payable	Internal Revenue Service		11.61
0	04/19/2024	101 General	Federal Withholding Payable	Internal Revenue Service		35,522.06
0	04/19/2024	101 General	Accrued FICA Payable	Internal Revenue Service		14,171.11
0	04/19/2024	101 General	Accrued FICA Payable	Internal Revenue Service		11.61
0	04/19/2024	101 General	Deferred Compensation Payable	Mission Square Plan Services		4,528.06
0	04/19/2024	101 General	Deferred Compensation Payable	Mission Square Plan Services		1,580.00
0	04/19/2024	101 General	Vision Care Payable	Fidelity Security Life		257.50
0	04/19/2024	101 General	Vision Care Payable	Fidelity Security Life		257.50
0	04/19/2024	101 General	Vision Care Payable	Fidelity Security Life		-27.32
0	04/19/2024	101 General	Credit Union Payable	City and County Employees Federal Credit Union		12,663.83
0	04/19/2024	101 General	Other Payroll Deduct Payable	Sun Life Financial		1,407.00
0	04/19/2024	101 General	Union Dues Payable	MNPEA		78.00
0	04/19/2024	101 General	Other Payroll Deduct Payable	Sun Life Financial		1,407.00
0	04/19/2024	101 General	Long-term Disability Payable	Sun Life Financial		1,100.37
0	04/19/2024	101 General	Life Insurance Payable	Sun Life Financial		247.68
0	04/19/2024	101 General	Long-term Disability Payable	Sun Life Financial		8.13
0	04/19/2024	101 General	Deferred Compensation Payable	Nationwide Retirement Solutions		1,105.00
0	04/19/2024	101 General	Deferred Compensation Payable	Nationwide Retirement Solutions		125.00
0	04/19/2024	101 General	Union Dues Payable	Minnesota Public Employees Association		1,008.00
0	04/19/2024	101 General	Union Dues Payable	Minnesota Public Employees Association		600.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	04/19/2024	101 General	Union Dues Payable	IAFF Local 1041		989.66
0	04/19/2024	101 General	Other Payroll Deduct Payable	Employee Benefit Fund		56.50
0	04/19/2024	101 General	Other Payroll Deduct Payable	AFLAC Group Insurance		716.68
0	04/19/2024	101 General	Other Payroll Deduct Payable	AFLAC Group Insurance		447.38
0	04/19/2024	101 General	Other Payroll Deduct Payable	AFLAC Group Insurance		716.68
0	04/19/2024	101 General	Other Payroll Deduct Payable	AFLAC Group Insurance		447.38
0	04/19/2024	101 General	Life Insurance Payable	Sun Life Financial		1.72
0	04/19/2024	101 General	Other Payroll Deduct Payable	Sun Life Financial		85.75
0	04/19/2024	101 General	Life Insurance Payable	Sun Life Financial		1.72
0	04/19/2024	101 General	Life Insurance Payable	Sun Life Financial		1.72
0	04/19/2024	101 General	Telephone & Internet	Joshua Heilman		27.00
0	04/19/2024	101 General	Telephone & Internet	Michael Westney		60.00
0	04/19/2024	101 General	Telephone & Internet	Jeffrey Strom		60.00
0	04/19/2024	101 General	Telephone & Internet	Mike Veldman		30.00
0	04/19/2024	101 General	Telephone & Internet	Wayne Sorensen		60.00
0	04/19/2024	101 General	Telephone & Internet	Brad Skogheim		60.00
0	04/19/2024	101 General	Telephone & Internet	John Ryther		30.00
0	04/19/2024	101 General	Telephone & Internet	Robert Rice		60.00
0	04/19/2024	101 General	Telephone & Internet	Darin Palmer		60.00
0	04/19/2024	101 General	Telephone & Internet	Daphney Maras		30.00
0	04/19/2024	101 General	Telephone & Internet	Catherine Malakowsky		60.00
0	04/19/2024	101 General	Telephone & Internet	Christopher Lowe		60.00
0	04/19/2024	101 General	Telephone & Internet	Michael Lillibridge		40.20
0	04/19/2024	101 General	Telephone & Internet	Michael Lillibridge		19.80
0	04/19/2024	101 General	Telephone & Internet	Jeffery Laskowske		60.00
0	04/19/2024	101 General	Telephone & Internet	Teresa Kauffmann		30.00
0	04/19/2024	101 General	Telephone & Internet	Steven Jahnke		60.00
0	04/19/2024	101 General	Telephone & Internet	Joshua Heilman		3.00
0	04/19/2024	101 General	Telephone & Internet	Christopher Hebblewhite		30.00
0	04/19/2024	101 General	Telephone & Internet	Ryan Hajek		12.00
0	04/19/2024	101 General	Telephone & Internet	Ryan Hajek		12.00
0	04/19/2024	101 General	Telephone & Internet	Michael Zelenak		30.00
0	04/19/2024	101 General	Telephone & Internet	Dennis Glassel		30.00
0	04/19/2024	101 General	Telephone & Internet	Robert Furland		60.00
0	04/19/2024	101 General	Telephone & Internet	Kevin Flattum		9.90
0	04/19/2024	101 General	Telephone & Internet	Kevin Flattum		5.10
0	04/19/2024	101 General	Telephone & Internet	Kevin Flattum		15.00
0	04/19/2024	101 General	Telephone & Internet	Trevor DeRaad		30.00
0	04/19/2024	101 General	Telephone & Internet	James D Carlson		30.00
0	04/19/2024	101 General	Telephone & Internet	James D Carlson		30.00
0	04/19/2024	101 General	Telephone & Internet	Kristi Brutlag		60.00
0	04/19/2024	101 General	Telephone & Internet	Megan Boeck		60.00
0	04/19/2024	101 General	Telephone & Internet	Bart Berven		30.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	04/19/2024	101 General	Telephone & Internet	Ben Bangert		12.00
0	04/19/2024	101 General	Telephone & Internet	Ben Bangert		18.00
0	04/19/2024	101 General	Telephone & Internet	Danielle Bakken		30.00
0	04/19/2024	101 General	Telephone & Internet	Clark Hagen		30.00
0	04/19/2024	101 General	Telephone & Internet	Darren Hanson		60.00
0	04/19/2024	601 Water	Telephone & Internet	Mitchell Johnson		60.00
0	04/19/2024	601 Water	Telephone & Internet	Ryan Hajek		18.00
0	04/19/2024	601 Water	Telephone & Internet	Tracy Fjeldberg		30.00
0	04/19/2024	602 Sewer	Telephone & Internet	Ryan Hajek		18.00
0	04/19/2024	602 Sewer	Telephone & Internet	Dustin White		30.00
0	04/19/2024	602 Sewer	Telephone & Internet	Daniel Adams		30.00
0	04/19/2024	602 Sewer	Telephone & Internet	John Ryther		30.00
0	04/19/2024	602 Sewer	Telephone & Internet	Brandon Huston		60.00
0	04/22/2024	601 Water	Credit Card & Bank Fees	TTech		181.82
0	04/22/2024	602 Sewer	Credit Card & Bank Fees	TTech		181.81
0	04/22/2024	101 General	Medical Flex Payable	WEX Health Inc		531.09
0	04/22/2024	101 General	Medical Flex Payable	WEX Health Inc		817.38
0	04/22/2024	101 General	Medical Flex Payable	WEX Health Inc		177.00
0	04/22/2024	101 General	Credit Card & Bank Fees	Global Payments, Inc		805.20
0	04/22/2024	101 General	Sales Tax Payable	Minnesota Department of Revenue		7,675.53
0	04/22/2024	601 Water	Sales Tax Payable	Minnesota Department of Revenue		0.47
0	04/22/2024	601 Water	Credit Card & Bank Fees	BPSH LLC		1,877.63
0	04/22/2024	602 Sewer	Credit Card & Bank Fees	BPSH LLC		1,877.63
0	04/22/2024	603 Solid Waste	Refuse Fee	Minnesota Department of Revenue		118.00
0	04/22/2024	603 Solid Waste	Sales Tax Payable	Minnesota Department of Revenue		814.00
0	04/22/2024	101 General	Motor Fuels	Minnesota Department of Revenue		283.05
0	04/22/2024	101 General	Motor Fuels	Minnesota Department of Revenue		8.47
0	04/22/2024	602 Sewer	Motor Fuels	Minnesota Department of Revenue		82.12
0	04/22/2024	703 HealthIns/Workers Comp Reserve	Expert & Professional Services	WEX Health Inc		349.25
0	04/22/2024	101 General	Training & Education	Tyler Lair		926.88
0	04/22/2024	101 General	Travel Expense	Tyler Lair		38.46
0	04/22/2024	101 General	Travel Expense	Tyler Lair		39.20
0	04/22/2024	101 General	Travel Expense	Tyler Lair		135.58
0	04/22/2024	101 General	Travel Expense	Tyler Lair		45.96
0	04/22/2024	101 General	Legal Fees - Contracted	Lakes National Law LLP		2,500.00
0	04/22/2024	101 General	Legal Fees - Contracted	Lakes National Law LLP		7,000.00
0	04/22/2024	602 Sewer	Expert & Professional Services	Minnesota Valley Testing Laboratories		1,466.00
0	04/22/2024	602 Sewer	Expert & Professional Services	Minnesota Valley Testing Laboratories		625.00
0	04/22/2024	602 Sewer	Expert & Professional Services	Minnesota Valley Testing Laboratories		156.00
0	04/22/2024	602 Sewer	Expert & Professional Services	Minnesota Valley Testing Laboratories		273.00
0	04/22/2024	492 2022 CIP - Bonded Projects	Engineering Fees	SRF Consulting Group, Inc		833.40
0	04/22/2024	492 2022 CIP - Bonded Projects	Cash and Investments	SRF Consulting Group, Inc		833.40
0	04/22/2024	492 2022 CIP - Bonded Projects	Cash and Investments	SRF Consulting Group, Inc		-833.40

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	04/22/2024	101 General	Safety Equipment	Joshua Lair		244.99
0	04/22/2024	101 General	Minor Equipment & Tools	Stop Stick, Ltd.		80.00
0	04/22/2024	101 General	Travel Expense	Matthew Tessmer		700.32
0	04/22/2024	101 General	Travel Expense	Matthew Tessmer		126.36
0	04/22/2024	101 General	Travel Expense	Matthew Tessmer		133.99
0	04/22/2024	101 General	Travel Expense	Matthew Tessmer		77.04
0	04/22/2024	101 General	Travel Expense	Daphney Maras		31.49
0	04/22/2024	101 General	Travel Expense	Mary Gaul		32.22
0	04/22/2024	101 General	Travel Expense	Mary Gaul		163.63
0	04/22/2024	101 General	Management Services	Humane Society of Freeborn County		1,000.00
0	04/22/2024	101 General	Travel Expense	Kristen Steinberg		147.40
0	04/22/2024	602 Sewer	Supplies	Fastenal Company		263.48
0	04/22/2024	601 Water	Supplies	Fastenal Company		36.14
0	04/22/2024	101 General	Minor Equipment & Tools	Fastenal Company		83.64
0	04/22/2024	601 Water	Safety Equipment	Fastenal Company		124.45
0	04/22/2024	602 Sewer	Supplies	Fastenal Company		4.52
0	04/22/2024	601 Water	Safety Equipment	Fastenal Company		66.00
88186	04/09/2024	101 General	Rents & Leases	Driessen Water Inc		55.07
88187	04/09/2024	101 General	Telephone & Internet	Granite Telecommunications LLC		53.51
88187	04/09/2024	101 General	Telephone & Internet	Granite Telecommunications LLC		102.92
88187	04/09/2024	101 General	Telephone & Internet	Granite Telecommunications LLC		83.16
88187	04/09/2024	101 General	Telephone & Internet	Granite Telecommunications LLC		30.89
88187	04/09/2024	101 General	Telephone & Internet	Granite Telecommunications LLC		59.40
88187	04/09/2024	101 General	Telephone & Internet	Granite Telecommunications LLC		97.81
88187	04/09/2024	101 General	Telephone & Internet	Granite Telecommunications LLC		19.03
88187	04/09/2024	101 General	Telephone & Internet	Granite Telecommunications LLC		32.60
88187	04/09/2024	101 General	Telephone & Internet	Granite Telecommunications LLC		45.14
88187	04/09/2024	210 Senior Center	Telephone & Internet	Granite Telecommunications LLC		61.25
88187	04/09/2024	601 Water	Telephone & Internet	Granite Telecommunications LLC		32.60
88187	04/09/2024	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		53.55
88187	04/09/2024	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		56.80
88187	04/09/2024	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		63.06
88187	04/09/2024	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		53.55
88187	04/09/2024	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		32.60
88187	04/09/2024	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		56.81
88187	04/09/2024	602 Sewer	Telephone & Internet	Granite Telecommunications LLC		56.80
88187	04/09/2024	603 Solid Waste	Telephone & Internet	Granite Telecommunications LLC		53.55
88188	04/09/2024	101 General	Gas Utilities	Minnesota Energy Resources		37.77
88188	04/09/2024	101 General	Gas Utilities	Minnesota Energy Resources		1,068.84
88189	04/09/2024	101 General	Prepaid Postage	United States Postal Service		1,000.00
88190	04/09/2024	101 General	Telephone & Internet	Verizon Wireless Services LLC		442.57
88191	04/19/2024	101 General	Other Payroll Deduct Payable	LegalShield		263.21
88191	04/19/2024	101 General	Other Payroll Deduct Payable	LegalShield		263.21

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
88192	04/19/2024	101 General	Life Insurance Payable	NCPERS Minnesota Group Life Ins		256.00
88192	04/19/2024	101 General	Life Insurance Payable	NCPERS Minnesota Group Life Ins		256.00
88193	04/22/2024	225 Airport	Building Maintenance	Albert Lea Airport, Inc		850.00
88193	04/22/2024	225 Airport	Expert & Professional Services	Albert Lea Airport, Inc		2,200.00
88194	04/22/2024	101 General	Management Services	Albert Lea Community Theater, Inc.		625.00
88195	04/22/2024	602 Sewer	Vehicle/Equipment Parts	Albert Lea Electric		259.98
88196	04/22/2024	210 Senior Center	Management Services	Albert Lea Family YMCA		4,175.00
88197	04/22/2024	101 General	Dues & Subscriptions	Albert Lea Newspapers Inc		36.67
88197	04/22/2024	101 General	Dues & Subscriptions	Albert Lea Newspapers Inc		36.67
88197	04/22/2024	601 Water	Dues & Subscriptions	Albert Lea Newspapers Inc		36.66
88197	04/22/2024	101 General	Advertising - Other	Albert Lea Newspapers Inc		186.53
88198	04/22/2024	101 General	Legal Notices Publishing	Albert Lea Newspapers, Inc		432.95
88198	04/22/2024	494 2024 CIP - Bonded Projects	Cash & Investments	Albert Lea Newspapers, Inc		132.01
88198	04/22/2024	494 2024 CIP - Bonded Projects	Legal Notice Publishing	Albert Lea Newspapers, Inc		132.01
88198	04/22/2024	494 2024 CIP - Bonded Projects	Cash & Investments	Albert Lea Newspapers, Inc		-132.01
88198	04/22/2024	494 2024 CIP - Bonded Projects	Legal Notice Publishing	Albert Lea Newspapers, Inc		127.28
88198	04/22/2024	494 2024 CIP - Bonded Projects	Cash & Investments	Albert Lea Newspapers, Inc		127.28
88198	04/22/2024	494 2024 CIP - Bonded Projects	Cash & Investments	Albert Lea Newspapers, Inc		-127.28
88198	04/22/2024	602 Sewer	Legal Notices Publishing	Albert Lea Newspapers, Inc		42.14
88199	04/22/2024	602 Sewer	Vehicle/Equipment Parts	Albert Lea Steel, Inc		90.24
88199	04/22/2024	602 Sewer	Supplies	Albert Lea Steel, Inc		616.80
88199	04/22/2024	602 Sewer	Supplies	Albert Lea Steel, Inc		15.84
88199	04/22/2024	602 Sewer	Supplies	Albert Lea Steel, Inc		92.88
88199	04/22/2024	602 Sewer	Supplies	Albert Lea Steel, Inc		1,853.20
88199	04/22/2024	101 General	Vehicle/Equipment Parts	Albert Lea Steel, Inc		5.72
88199	04/22/2024	101 General	Vehicle/Equipment Parts	Albert Lea Steel, Inc		270.78
88200	04/22/2024	101 General	Special Programs	Amazon Capital Services Inc		124.06
88200	04/22/2024	101 General	Books	Amazon Capital Services Inc		14.98
88200	04/22/2024	101 General	Supplies	Amazon Capital Services Inc		31.48
88200	04/22/2024	101 General	Books	Amazon Capital Services Inc		10.99
88200	04/22/2024	101 General	Books	Amazon Capital Services Inc		17.27
88201	04/22/2024	101 General	Telephone & Internet	AT&T		53.89
88202	04/22/2024	101 General	Books	Baker and Taylor, Inc.		597.95
88202	04/22/2024	101 General	Audio Visual	Baker and Taylor, Inc.		25.84
88202	04/22/2024	101 General	Books	Baker and Taylor, Inc.		350.11
88202	04/22/2024	101 General	Books	Baker and Taylor, Inc.		548.28
88202	04/22/2024	101 General	Audio Visual	Baker and Taylor, Inc.		5.99
88202	04/22/2024	101 General	Books	Baker and Taylor, Inc.		465.45
88203	04/22/2024	101 General	Legal Fees	Barna, Guzy & Steffen, Ltd		272.00
88204	04/22/2024	601 Water	Engineering Fees	Bolton & Menk Inc		201.00
88204	04/22/2024	441 TIF-Blazing Star Soil District	Engineering Services	Bolton & Menk Inc		567.00
88204	04/22/2024	602 Sewer	Engineering Fees	Bolton & Menk Inc		7,830.10
88204	04/22/2024	225 Airport	Engineering Services	Bolton & Menk Inc		1,750.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
88205	04/22/2024	101 General	Supplies	Bomgaars Supply Inc		21.98
88205	04/22/2024	602 Sewer	Supplies	Bomgaars Supply Inc		3.96
88205	04/22/2024	101 General	Supplies	Bomgaars Supply Inc		24.99
88205	04/22/2024	101 General	Supplies	Bomgaars Supply Inc		28.58
88205	04/22/2024	101 General	Minor Equipment & Tools	Bomgaars Supply Inc		23.97
88205	04/22/2024	602 Sewer	Supplies	Bomgaars Supply Inc		5.99
88205	04/22/2024	101 General	Supplies	Bomgaars Supply Inc		39.96
88205	04/22/2024	101 General	Supplies	Bomgaars Supply Inc		5.99
88205	04/22/2024	101 General	Supplies	Bomgaars Supply Inc		13.98
88205	04/22/2024	101 General	Vehicle/Equipment Parts	Bomgaars Supply Inc		22.76
88205	04/22/2024	101 General	Building Repair Supplies	Bomgaars Supply Inc		59.98
88205	04/22/2024	101 General	Supplies	Bomgaars Supply Inc		37.26
88205	04/22/2024	101 General	Supplies	Bomgaars Supply Inc		54.48
88205	04/22/2024	602 Sewer	Supplies	Bomgaars Supply Inc		6.99
88205	04/22/2024	602 Sewer	Supplies	Bomgaars Supply Inc		5.96
88205	04/22/2024	101 General	Building Repair Supplies	Bomgaars Supply Inc		54.31
88205	04/22/2024	101 General	Building Repair Supplies	Bomgaars Supply Inc		12.99
88205	04/22/2024	602 Sewer	Supplies	Bomgaars Supply Inc		132.84
88205	04/22/2024	101 General	Training/ Instruction Supplies	Bomgaars Supply Inc		23.98
88206	04/22/2024	101 General	Rents & Leases	John R. Butler		235.00
88207	04/22/2024	101 General	Building Maintenance	Cedar Valley Services, Inc		1,550.35
88208	04/22/2024	101 General	Supplies	Cemstone Products Company		1,693.20
88209	04/22/2024	101 General	Books	Cengage Learning, Inc		123.96
88209	04/22/2024	101 General	Books	Cengage Learning, Inc		29.59
88210	04/22/2024	101 General	Books	Center Point, Inc		94.68
88211	04/22/2024	101 General	Telephone & Internet	Charter Communications Holdings LLC		189.99
88211	04/22/2024	101 General	Telephone & Internet	Charter Communications Holdings LLC		128.94
88212	04/22/2024	602 Sewer	Laundry Services	Cintas Corporation		112.96
88212	04/22/2024	101 General	Laundry Services	Cintas Corporation		27.52
88212	04/22/2024	101 General	Laundry Services	Cintas Corporation		17.93
88212	04/22/2024	602 Sewer	Laundry Services	Cintas Corporation		112.96
88213	04/22/2024	101 General	Safety Equipment	Cintas First Aid and Safety		49.94
88214	04/22/2024	101 General	Supplies	Continental Research Corporation		186.89
88215	04/22/2024	101 General	Rents & Leases	Coordinated Business Systems LTD		125.74
88216	04/22/2024	101 General	Expert & Professional Services	Credit Bureau of Albert Lea		75.00
88217	04/22/2024	101 General	Street Maintenance Materials	Croell, Inc.		606.50
88218	04/22/2024	602 Sewer	Vehicle/Equipment Parts	Dave Syverson Truck Center		43.89
88219	04/22/2024	101 General	Vehicle/Equipment Parts	Dave Syverson, Inc.		41.36
88219	04/22/2024	101 General	Vehicle/Equipment Parts	Dave Syverson, Inc.		325.50
88219	04/22/2024	101 General	Vehicle/Equip Repairs/Software	Dave Syverson, Inc.		1,109.78
88220	04/22/2024	602 Sewer	Rents & Leases	Driessen Water Inc		83.55
88220	04/22/2024	602 Sewer	Rents & Leases	Driessen Water Inc		161.82
88221	04/22/2024	440 300 Block Broadway Project	Expert & Professional Services	Ehlers & Associates, Inc		1,350.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
88221	04/22/2024	441 TIF-Blazing Star Soil District	Expert & Professional Services	Ehlers & Associates, Inc		600.00
88221	04/22/2024	230 Economic Development	Expert & Professional Fees	Ehlers & Associates, Inc		300.00
88221	04/22/2024	422 District 5-13 - Larson Mfg	Expert & Professional Services	Ehlers & Associates, Inc		155.00
88221	04/22/2024	423 District 5-15 - Broadway Ridge	Expert & Professional Services	Ehlers & Associates, Inc		155.00
88221	04/22/2024	431 District 5-24 St John's Housin	Expert & Professional Services	Ehlers & Associates, Inc		155.00
88221	04/22/2024	434 District 5-25 Zumbro	Expert & Professional Services	Ehlers & Associates, Inc		155.00
88221	04/22/2024	435 District 5-26 Unique Opport	Expert & Professional Services	Ehlers & Associates, Inc		155.00
88221	04/22/2024	436 District 5-27 Marketplace	Expert & Professional Services	Ehlers & Associates, Inc		155.00
88221	04/22/2024	437 District 5-28 Vortex Cold Stor	Expert & Professional Services	Ehlers & Associates, Inc		155.00
88221	04/22/2024	438 District 5-29 Ulland	Expert & Professional Fees	Ehlers & Associates, Inc		155.00
88221	04/22/2024	439 District 5-30	Expert & Professional Services	Ehlers & Associates, Inc		155.00
88221	04/22/2024	440 300 Block Broadway Project	Expert & Professional Services	Ehlers & Associates, Inc		155.00
88221	04/22/2024	441 TIF-Blazing Star Soil District	Expert & Professional Services	Ehlers & Associates, Inc		160.00
88222	04/22/2024	602 Sewer	Vehicle/Equip Repairs/Software	Electric Motor/Bearing Service, Inc		-27.00
88222	04/22/2024	602 Sewer	Vehicle/Equipment Parts	Electric Motor/Bearing Service, Inc		-0.04
88222	04/22/2024	602 Sewer	Improvements Other Than Bldgs	Electric Motor/Bearing Service, Inc		388.60
88222	04/22/2024	602 Sewer	Vehicle/Equipment Parts	Electric Motor/Bearing Service, Inc		899.80
88222	04/22/2024	602 Sewer	Vehicle/Equip Repairs/Software	Electric Motor/Bearing Service, Inc		547.55
88223	04/22/2024	101 General	Expert & Professional Services	Jamaira Escobar		90.00
88224	04/22/2024	601 Water	Dues & Subscriptions	Ferguson Enterprises, Inc.		3,515.00
88224	04/22/2024	601 Water	Vehicle/Equip Repairs/Software	Ferguson Enterprises, Inc.		185.00
88225	04/22/2024	101 General	Supplies	Ferrellgas		28.79
88225	04/22/2024	101 General	Supplies	Ferrellgas		15.65
88225	04/22/2024	101 General	Supplies	Ferrellgas		15.65
88226	04/22/2024	101 General	Sales Tax Payable	Brent Fjermestad		33.08
88226	04/22/2024	101 General	Pavilion Deposits	Brent Fjermestad		420.00
88227	04/22/2024	602 Sewer	Legal Fees	Flaherty & Hood, PA		6,667.00
88227	04/22/2024	101 General	Legal Fees	Flaherty & Hood, PA		1,522.50
88228	04/22/2024	101 General	Expert & Professional Services	Freeborn County Administration		21,666.67
88228	04/22/2024	101 General	Expert & Professional Services	Freeborn County Administration		21,666.67
88228	04/22/2024	101 General	Telephone & Internet	Freeborn County Administration		1,304.77
88228	04/22/2024	101 General	Telephone & Internet	Freeborn County Administration		40.62
88228	04/22/2024	101 General	Telephone & Internet	Freeborn County Administration		486.31
88228	04/22/2024	101 General	Telephone & Internet	Freeborn County Administration		121.24
88228	04/22/2024	101 General	Telephone & Internet	Freeborn County Administration		486.17
88228	04/22/2024	101 General	Telephone & Internet	Freeborn County Administration		1,304.91
88228	04/22/2024	101 General	Telephone & Internet	Freeborn County Administration		80.64
88228	04/22/2024	101 General	Telephone & Internet	Freeborn County Administration		121.26
88228	04/22/2024	101 General	Telephone & Internet	Freeborn County Administration		80.63
88228	04/22/2024	101 General	Telephone & Internet	Freeborn County Administration		40.62
88229	04/22/2024	101 General	Expert & Professional Services	Freeborn County Auditor-Treasurer		13,840.04
88230	04/22/2024	101 General	Lubricants & Additives	Freeborn County Co-op Oil Co. Inc.		550.00
88231	04/22/2024	490 2020 CIP - Bonded Projects	Cash and Investments	Freeborn County Highway Department		-54,935.62

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
88231	04/22/2024	490 2020 CIP - Bonded Projects	Cash	Freeborn County Highway Department		54,935.62
88231	04/22/2024	490 2020 CIP - Bonded Projects	Engineering Services	Freeborn County Highway Department		54,935.62
88231	04/22/2024	490 2020 CIP - Bonded Projects	Engineering Services	Freeborn County Highway Department		702,742.15
88231	04/22/2024	490 2020 CIP - Bonded Projects	Cash and Investments	Freeborn County Highway Department		-702,742.15
88231	04/22/2024	490 2020 CIP - Bonded Projects	Cash	Freeborn County Highway Department		702,742.15
88232	04/22/2024	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		148.69
88233	04/22/2024	225 Airport	Vehicle/Equip Repairs/Software	Freeborn Mower Electric Cooperative		4,208.79
88234	04/22/2024	101 General	Electric Utilities	Freeborn Mower Electric Cooperative		937.55
88234	04/22/2024	603 Solid Waste	Electric Utilities	Freeborn Mower Electric Cooperative		178.14
88234	04/22/2024	603 Solid Waste	Electric Utilities	Freeborn Mower Electric Cooperative		53.53
88235	04/22/2024	602 Sewer	Electric Utilities	Freeborn Mower Electric Cooperative		425.87
88236	04/22/2024	101 General	Expert & Professional Services	General Sprinkler Corporation		410.00
88237	04/22/2024	601 Water	Expert & Professional Services	Gopher State One-Call, Inc.		132.30
88238	04/22/2024	101 General	Building Repair Supplies	Grainger		140.40
88239	04/22/2024	602 Sewer	Supplies	Hach Chemical Company		4,269.90
88240	04/22/2024	101 General	Tires	Hanson Tire Service of Albert Lea, Inc		620.00
88240	04/22/2024	101 General	Refuse Disposal	Hanson Tire Service of Albert Lea, Inc		24.00
88240	04/22/2024	101 General	Vehicle/Equipment Parts	Hanson Tire Service of Albert Lea, Inc		1,222.73
88240	04/22/2024	101 General	Tires	Hanson Tire Service of Albert Lea, Inc		620.00
88240	04/22/2024	101 General	Vehicle/Equip Repairs/Software	Hanson Tire Service of Albert Lea, Inc		170.00
88240	04/22/2024	101 General	Tires	Hanson Tire Service of Albert Lea, Inc		620.00
88240	04/22/2024	101 General	Vehicle/Equip Repairs/Software	Hanson Tire Service of Albert Lea, Inc		140.00
88241	04/22/2024	101 General	Minor Equipment & Tools	Hoffman Industrial Supplies, LLC		784.46
88241	04/22/2024	101 General	Supplies	Hoffman Industrial Supplies, LLC		199.95
88242	04/22/2024	605 Utility Line Protection Plan	Protection Plan Services	HomeServe USA Corp		30,518.37
88243	04/22/2024	101 General	Rents & Leases	Huber Supply Company Inc.		167.60
88244	04/22/2024	101 General	Meeting	Hy-Vee, Inc.		284.96
88244	04/22/2024	101 General	Supplies	Hy-Vee, Inc.		483.91
88244	04/22/2024	101 General	Meeting	Hy-Vee, Inc.		3.49
88245	04/22/2024	101 General	Expert & Professional Services	Interstate Services, Inc		25.00
88245	04/22/2024	101 General	Expert & Professional Services	Interstate Services, Inc		600.00
88245	04/22/2024	101 General	Expert & Professional Services	Interstate Services, Inc		30.00
88245	04/22/2024	101 General	Expert & Professional Services	Interstate Services, Inc		30.00
88245	04/22/2024	101 General	Expert & Professional Services	Interstate Services, Inc		30.00
88245	04/22/2024	101 General	Expert & Professional Services	Interstate Services, Inc		25.00
88246	04/22/2024	601 Water	Building Maintenance	Jim & Dudes Plumbing & Heating, Inc.		52.65
88247	04/22/2024	101 General	Expert & Professional Services	Kriss Premium Products, Inc.		271.92
88247	04/22/2024	101 General	Expert & Professional Services	Kriss Premium Products, Inc.		271.92
88248	04/22/2024	101 General	Supplies	Lawson Products Inc		243.39
88248	04/22/2024	101 General	Supplies	Lawson Products Inc		90.67
88249	04/22/2024	603 Solid Waste	Printed Forms	Litho Printing & Graphics		1,481.90
88250	04/22/2024	101 General	Expert & Professional Services	MacDonald & Mack Architects		2,203.96
88251	04/22/2024	101 General	Rents & Leases	Marco, Inc.		173.91

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
88252	04/22/2024	101 General	Expert & Professional Services	MCHS - Albert Lea and Austin		685.00
88252	04/22/2024	101 General	Expert & Professional Services	MCHS - Albert Lea and Austin		211.00
88252	04/22/2024	101 General	Expert & Professional Services	MCHS - Albert Lea and Austin		105.00
88252	04/22/2024	101 General	Expert & Professional Services	MCHS - Albert Lea and Austin		125.00
88253	04/22/2024	225 Airport	Telephone & Internet	MetroNet Holding LLC		139.82
88254	04/22/2024	701 CG - Vehicle & Equip Capital	Vehicles	Midway Ford Company		50,409.64
88255	04/22/2024	602 Sewer	Gas Utilities	Minnesota Energy Resources		7,512.93
88256	04/22/2024	101 General	Employee Programs	Moline Awards at Sterling		48.75
88257	04/22/2024	101 General	Street Sign Program	M-R Sign Co., Inc.		1,526.47
88258	04/22/2024	101 General	Refuse Disposal	Mark Muilenburg		742.00
88258	04/22/2024	101 General	Refuse Disposal	Mark Muilenburg		630.70
88258	04/22/2024	101 General	Refuse Disposal	Mark Muilenburg		519.40
88258	04/22/2024	101 General	Refuse Disposal	Mark Muilenburg		964.60
88259	04/22/2024	101 General	Safety Equipment	Municipal Emergency Services		2,132.18
88259	04/22/2024	101 General	Safety Equipment	Municipal Emergency Services		1,812.46
88259	04/22/2024	101 General	Safety Equipment	Municipal Emergency Services		777.36
88260	04/22/2024	101 General	Vehicle/Equipment Parts	Napa Auto Parts		12.13
88260	04/22/2024	101 General	Vehicle/Equipment Parts	Napa Auto Parts		12.14
88261	04/22/2024	101 General	Vehicle/Equipment Parts	Northstar Powersports & Marine		43.49
88262	04/22/2024	101 General	Expert & Professional Services	Office of MN IT Services-Accts. Rec.		291.90
88263	04/22/2024	101 General	Expert & Professional Services	Petty Cash		90.00
88263	04/22/2024	101 General	Supplies	Petty Cash		6.25
88263	04/22/2024	101 General	Motor Fuels	Petty Cash		25.49
88264	04/22/2024	210 Senior Center	Building Maintenance	Plunkett's Pest Control Inc		36.17
88265	04/22/2024	101 General	Vehicle/Equip Repairs/Software	R & R Truck Repair Inc		1,210.23
88266	04/22/2024	601 Water	Postage	RevSpring Inc		1,954.57
88266	04/22/2024	601 Water	Supplies	RevSpring Inc		1,126.36
88266	04/22/2024	602 Sewer	Supplies	RevSpring Inc		1,126.36
88266	04/22/2024	602 Sewer	Postage	RevSpring Inc		1,954.56
88266	04/22/2024	601 Water	Supplies	RevSpring Inc		148.59
88266	04/22/2024	602 Sewer	Supplies	RevSpring Inc		148.59
88267	04/22/2024	101 General	Expert & Professional Services	Rohn Industries, Inc		46.69
88268	04/22/2024	101 General	Books	Rowman & Littlefield Publishing Group		119.77
88269	04/22/2024	701 CG - Vehicle & Equip Capital	Machinery & Equipment	Sanco Equipment LLC		1,685.00
88269	04/22/2024	701 CG - Vehicle & Equip Capital	Machinery & Equipment	Sanco Equipment LLC		-36,000.00
88269	04/22/2024	701 CG - Vehicle & Equip Capital	Machinery & Equipment	Sanco Equipment LLC		64,616.24
88269	04/22/2024	701 CG - Vehicle & Equip Capital	Machinery & Equipment	Sanco Equipment LLC		1,219.80
88269	04/22/2024	701 CG - Vehicle & Equip Capital	Machinery & Equipment	Sanco Equipment LLC		9,650.00
88269	04/22/2024	701 CG - Vehicle & Equip Capital	Machinery & Equipment	Sanco Equipment LLC		7,950.00
88269	04/22/2024	701 CG - Vehicle & Equip Capital	Machinery & Equipment	Sanco Equipment LLC		83,410.65
88269	04/22/2024	701 CG - Vehicle & Equip Capital	Machinery & Equipment	Sanco Equipment LLC		-30,000.00
88269	04/22/2024	701 CG - Vehicle & Equip Capital	Machinery & Equipment	Sanco Equipment LLC		1,717.21
88270	04/22/2024	101 General	Training & Education	SASCS LLC		175.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
88271	04/22/2024	101 General	Training & Education	SE Minnesota Emergency Medical Services		3,000.00
88272	04/22/2024	101 General	Library Selco/Software	Selco		1,717.57
88272	04/22/2024	101 General	Books	Selco		30.00
88273	04/22/2024	101 General	Expert & Professional Services	Sir Lines-A-Lot LLC		14,882.00
88274	04/22/2024	210 Senior Center	Rent	Skyline Plaza Associates		4,050.00
88275	04/22/2024	101 General	Unemployment	State of MN Dept of Empl. & Econ. Dev.		999.79
88276	04/22/2024	101 General	Minor Equipment & Tools	Streicher's		158.98
88276	04/22/2024	101 General	Uniforms	Streicher's		35.00
88276	04/22/2024	101 General	Uniforms	Streicher's		53.99
88276	04/22/2024	101 General	Uniforms	Streicher's		7.99
88277	04/22/2024	101 General	Dues & Subscriptions	Target Solutions Learning LLC		1,760.30
88278	04/22/2024	101 General	Building Maintenance	Tecta America Corporation		300.00
88279	04/22/2024	101 General	Vehicle/Equip Repairs/Software	Thompson Electric		3,949.87
88280	04/22/2024	101 General	Minor Equipment & Tools	Trading Post Inc		44.74
88281	04/22/2024	101 General	Prepaid Postage	United States Postal Service		1,000.00
88282	04/22/2024	101 General	Uniforms	Kelly Wangsness		280.00
88283	04/22/2024	603 Solid Waste	Refuse Disposal	Waste Management of WI-MN		1,980.67
88283	04/22/2024	603 Solid Waste	Refuse Disposal	Waste Management of WI-MN		6,276.09
88283	04/22/2024	602 Sewer	Refuse Disposal	Waste Management of WI-MN		523.24
88283	04/22/2024	101 General	Refuse Disposal	Waste Management of WI-MN		338.86
88283	04/22/2024	101 General	Refuse Disposal	Waste Management of WI-MN		512.78
88283	04/22/2024	101 General	Refuse Disposal	Waste Management of WI-MN		144.28
88283	04/22/2024	101 General	Refuse Disposal	Waste Management of WI-MN		265.66
88283	04/22/2024	101 General	Refuse Disposal	Waste Management of WI-MN		230.81
88283	04/22/2024	101 General	Refuse Disposal	Waste Management of WI-MN		203.39
88283	04/22/2024	101 General	Refuse Disposal	Waste Management of WI-MN		77.32
88284	04/22/2024	101 General	Minor Equipment & Tools	Wesley L. Webb		469.87
88285	04/22/2024	101 General	Building Repair Supplies	Winsupply Albert Lea MN Co		208.86
88285	04/22/2024	601 Water	Supplies	Winsupply Albert Lea MN Co		22.36
88286	04/22/2024	602 Sewer	Lubricants & Additives	World Fuel Services Inc		224.56
88286	04/22/2024	602 Sewer	Lubricants & Additives	World Fuel Services Inc		300.10
88287	04/22/2024	101 General	Vehicle/Equipment Parts	Ziegler Inc		241.97
88287	04/22/2024	101 General	Vehicle/Equipment Parts	Ziegler Inc		7,760.25
88287	04/22/2024	101 General	Vehicle/Equip Repairs/Software	Ziegler Inc		404.74
Report Total:						1,417,360.87