



AGENDA FOR THE WORK SESSION AND THE  
REGULAR MEETING OF THE  
ALBERT LEA CITY COUNCIL – OCTOBER 14, 2024  
WORK SESSION – 5:30 PM – REGULAR MEETING – 7:00 PM

---

---

**WORK SESSION – 5:30 PM**

- I. **135/90 BRIDGE REPLACEMENT MNDOT PROJECT UPDATE – PETER HARFF – PRINCIPAL/MANKATO OFFICE MANAGER, ALLIANT ENGINEERING, INC.**
- II. **REVIEW COUNCIL MEETING AGENDA OF OCTOBER 14, 2024**

**REGULAR MEETING – 7:00 PM**

- I. **CALL TO ORDER AND ROLL CALL**
- II. **PLEDGE OF ALLEGIANCE**
- III. **CEREMONIAL ITEMS**
  - A. Proclamation Declaring October 6 – 12, 2024 National Fire Prevention Week
  - B. Proclamation Declaring October Domestic Violence Awareness Month
- IV. **PUBLIC FORUM**
- V. **CONSENT AND APPROVAL OF AGENDA**
  - A. Approve Minutes of the September 23, 2024 Regular Council Meeting
  - B. Approve Minutes of the September 23, 2024 Work Session
  - C. License & Permits
  - D. Resolution Approving A Professional Services Agreement with Bolton & Menk, Inc. for Wastewater Treatment Plant (WWTP) Improvements – Job 2310
  - E. Resolution Calling a Public Hearing on Proposed Assessments for the 2024 Neighborhood Improvement Project (Job 2401)
  - F. Resolution Calling a Public Hearing on Proposed Assessments for the 2024 State Aid Street Overlay Project (Job 2402)
  - G. Resolution Calling a Public Hearing on Proposed Assessments for the Marshall Street & Sibley Avenue Reconstruction Project (Job 2403)



**AGENDA FOR THE WORK SESSION AND THE  
REGULAR MEETING OF THE  
ALBERT LEA CITY COUNCIL – OCTOBER 14, 2024  
WORK SESSION – 5:30 PM – REGULAR MEETING – 7:00 PM**

---

- H. Resolution Calling a Public Hearing on Proposed Assessments for the 7th Street & Winter Avenue Reconstruction Project (Job 2404)
- I. Resolution Calling a Public Hearing on Proposed Assessments for the 2024 Alley Reconstruction Project (Job 2405)
- J. Resolution Calling a Public Hearing on Proposed Assessments for Delinquent Water/Sewer Accounts and Miscellaneous Accounts Receivables
- K. Resolution Authorizing Action on Assessments
- L. Resolution Appointing Election Judges for the November 5, 2024 General Election

**VI. PETITIONS, REQUESTS AND COMMUNICATIONS**

**VII. UNFINISHED BUSINESS**

**VIII. NEW BUSINESS**

- A. Public Hearing Related to the City's Proposed Adoption of a Modification to the Development Program and Establishment of TIF District No. 5-33 Blazing Star Redevelopment
  - A1. Resolution Approving the Adoption of TIF District 5-33 – Blazing Star Redevelopment
- B. Resolution Authorizing Contract with Care Resource Connections (CRC)
- C. Resolution Authorizing Broadway Ridge Grant Agreement with David and Michele Nelson at 140 West Clark Street
- D. Resolution Authorizing Broadway Ridge Grant Agreement with CCH Rental Services, LLC at 127 S. Broadway
- E. Resolution Authorizing a Small Cities Development Program (SCDP) Local Income Plan Forgivable Loan for Renovation of LMI Multi-Family Property Located at 1516 Hawthorne Street – 403 4<sup>th</sup> Ave LLC
- F. Resolution Approving Design Amendment 1 to the Guaranteed Energy Savings: Non-Investment Tax Credit Contract with Apex Facility Solutions
- G. Resolution Making Certain Findings with Respect to Substandard Buildings
- H. Resolution Authorizing the Purchase of Property: 610 Water Street
- I. Resolution Authorizing the Stabilization of 625 Main Street West



AGENDA FOR THE WORK SESSION AND THE  
REGULAR MEETING OF THE  
ALBERT LEA CITY COUNCIL – OCTOBER 14, 2024  
WORK SESSION – 5:30 PM – REGULAR MEETING – 7:00 PM

---

- J. Resolution Approving Lot Consolidation Agreement Between the City of Albert Lea and Albert Lea Port Authority
- K. Ordinance Amending Chapter 12, Article XI. Taxicab – Sec. 12.373. Insurance (1<sup>st</sup> Reading)
- L. Ordinance: Chapter 5 Cannabis Businesses (1<sup>st</sup> Reading)
- M. Resolution Approving Terms of Up To A \$200,000 Interfund Loan in Connection with a Proposed Tax Increment Financing District

**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**



**MEMO**

**Administration**

**221 East Clark Street, Albert Lea, MN 56007**

**(507) 377-4330 – [info@ci.albertlea.mn.us](mailto:info@ci.albertlea.mn.us)**

---

**To: Mayor and City Council**  
**From: Administration**  
**Date: October 14, 2024**  
**Re: October 14, 2024 City Council Meeting Report (What's Behind It)**

---

V. **CONSENT AND APPROVAL OF AGENDA**

C. Licenses & Permits

**SIGN HANGER**

*BMS Signs & Printing - Blaine, MN*

- D. Resolution Approving Professional Services Agreement with Bolton & Menk, Inc. for Wastewater Treatment Plant (WWTP) Improvements – Job 2310 - The City of Albert Lea and Bolton & Menk, Inc. entered into a Master Agreement for Professional Services dated April 17, 2023. This next task order (Task Order No. 2024-03) is for professional services with Bolton and Menk Inc. for the Septage Receiving Station design, additional future plans for reconstruction design, and Construction Manager at Risk (CMR) selection assistance for the WWTP Improvement project. Total cost for this work is not to exceed \$362,000.

In 2024 Albert Lea received a \$1,000,000 Federal EPA grant for the WWTP, this work will be funded through that Federal EPA grant. Design and selection work is expected to last until the summer of 2025.

*See attached resolution and agreement.*

- E. Resolution Calling a Public Hearing on Proposed Assessments for the 2024 Neighborhood Improvement Project (Job 2401) – The attached resolution would call the public hearing for November 12, 2024 on proposed assessments for City Job No. 2401, the 2024 Neighborhood Improvement Project.

Neighborhood Improvement Overlay and Curb & Gutter Replacement

This portion of the project involved the bituminous overlay of residential streets in the area surrounding Fairlane Terrace. The streets are as follows:

**Fairlane Terrace – Richway Drive to Crestview Road**

**Crestview Road – Fairlane Terrace to Levison Street**

**Spicer Road – Fairlane Terrace to Foothills Boulevard**

**Foothills Boulevard – Fairlane Terrace to Crestview Road**

**Briarwood Drive – Garfield Avenue to Fairlane Terrace**

**Kent Avenue – Fairlane Terrace to Levison Street**

**Levison Street – Garfield Avenue to Crestview Road**

**Columbus Avenue – Hawthorne Street to Crestview Road**

The project involved milling the existing bituminous street surfacing for a 6-foot width along each concrete gutter line so the new bituminous layer matched the level of the concrete gutter. A 2-inch thick layer of bituminous was laid over the entire width of the street. The project also involved miscellaneous curb & gutter replacement to address drainage problems and to correct severely deteriorated curb.

Bituminous Surface Construction & Watermain Replacement

The project involved replacing the watermain with plastic pipe including the residential services, and installing new curb & gutter and street pavement on Spicer Road from Fairlane Terrace to the cul-de-sac.

Bituminous Surface Reconstruction – Hammer Road east end

The pavement on the dead end section at the east end of Hammer Road was in poor condition. The existing pavement was removed, the existing aggregate roadbase was reshaped and recompacted, and a new bituminous surface was installed.

Following the Assessment Policy, the assessments for the overlay area and Spicer Road will be over ten years and over fifteen years for the Hammer Road Reconstruction portion. The interest rate will be 5.71%.

*See attached resolution final assessments.*

- F. Resolution Calling a Public Hearing on Proposed Assessments for the 2024 State Aid Street Overlay Project (Job 2402) – The attached resolution would call the public hearing for November 12, 2024 on proposed assessments for City Job No. 2402, the 2024 State Aid Street Overlay Project.

This project involved the bituminous overlay of Greenwood Drive from Richway Drive to the bridge. Work included:

- Relocation of the curb & gutter on the west side of the road to accommodate a new sidewalk
- Installation of new sidewalk along the west side of the road
- Complete replacement of the bituminous surface of approximately 200 feet of road near the Green Lea Lane intersection
- Mill bituminous 2" deep along the edges
- Place a new 2" bituminous overlay over the entire street
- Designate the east side of Greenwood Drive as "No Parking"

Following the Assessment Policy, the assessments will be over ten years and the interest rate will be 5.71%.

*See attached resolution and final assessments.*

- G. Resolution Calling a Public Hearing on Proposed Assessments for the Marshall Street & Sibley Avenue Reconstruction Project (Job 2403) – The attached resolution would call the public hearing for November 12, 2024 on proposed assessments for City Job No. 2403, the Marshall Street & Sibley Avenue Reconstruction Project.

This project involved complete reconstruction of the following streets:

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

Work included the complete removal and replacement of the pavement, curb & gutter, sidewalk, sanitary sewer, storm sewer, and watermain. Sibley Avenue and the portion of Marshall Street from Bridge Avenue to Sibley Avenue are roadways under the jurisdiction of Freeborn County. The City and County are partnering to complete this project with the City acting as the lead agency in charge of project design, the bidding process, and construction oversight. Freeborn County will reimburse the City for the construction and engineering costs for this project.

Due to a number of reasons, including contractor scheduling conflicts, portions of this project have been delayed to the 2025 construction season. Following the Assessment Policy, the assessments will be over fifteen years and the interest rate will be 5.71%.

*See attached resolution and final assessments.*

- H. Resolution Calling a Public Hearing on Proposed Assessments for the 7<sup>th</sup> Street & Winter Avenue Reconstruction Project (Job 2404) – The attached resolution would call the public hearing for November 12, 2024 on proposed assessments for City Job No. 2404, the 7<sup>th</sup> Street & Winter Avenue Reconstruction Project.

This project involved complete reconstruction of the following streets:

- 7th Street – SE Broadway Avenue (TH-65) to James Avenue
- Winter Avenue – Fountain Street to Abbott Street

Work included the complete removal and replacement of the pavement, curb & gutter, sidewalk, sanitary sewer, storm sewer, and watermain. 7th Street was narrowed to accommodate a new sidewalk on the north side of the road. The final lift of asphalt will be placed on both streets in spring of 2025. Following the Assessment Policy, the assessments will be over fifteen years and the interest rate will be 5.71%.

*See attached resolution and final assessments.*

- I. Resolution Calling a Public Hearing on Proposed Assessments for the 2024 Alley Reconstruction Project (Job 2405) – The attached resolution would call the public hearing for November 12, 2024 on proposed assessments for City Job No. 2405, the 2024 Alley Reconstruction Project. This project involved the complete removal and replacement of the concrete alley pavement in the alleys between Elizabeth Avenue and Newton Avenue from Clark Street to College Street. The sanitary sewer manholes within the alleys will be repaired and lined. Following the Assessment Policy, the assessments will be over ten years and the interest rate will be 5.71%.

*See attached resolution and final assessments.*

- J. Resolution Calling a Public Hearing on Proposed Assessments for Delinquent Water/Sewer Accounts and Miscellaneous Accounts Receivables – The attached resolution would call a public hearing for November 12, 2024 at 7:00 PM regarding

the adoption of assessments for delinquent water/sewer accounts and miscellaneous delinquent accounts receivable per the Code of Ordinances. These assessments are payable with terms of one year at 5.71% interest.

*See attached resolution.*

- K. Resolution Authorizing Action on Assessments – The City entered into an agreement regarding the 209th Street Bituminous Paving & Happy Trails Lane Overlay Project assessments on 4 parcels owned by Trails. Trails has signed the agreement and paid to the City the amount agreed to in the settlement. This resolution removes the assessments that are on the properties.

*See attached resolution.*

- L. Resolution Appointing Election Judges for the November 5, 2024 General Election – The attached resolution would identify the election judges for the November 5, 2024 General Election. The judges must meet eligibility requirements and qualifications, as submitted by the City Clerk.

*See attached resolution.*

## VI. PETITIONS, REQUESTS AND COMMUNICATIONS

## VII. UNFINISHED BUSINESS

## VIII. NEW BUSINESS

- A. Resolution Approving the Adoption of TIF District 5-33 – Blazing Star Redevelopment – Attached is a Resolution establishing TIF 5-33 a Soils Tax Increment Financing District for redevelopment of property commonly known as Blazing Star Site. In addition to the establishment of TIF District 5-33, this Resolution also authorizes an Interfund Loan of up to \$250,000 from various funds for qualified costs and administrative expenses involved in establishing the district until a bond is secured in 2025 for these costs and eligible clean-up / infrastructure costs. Rebecca Kurtz from Ehlers will be present to discuss the TIF plan in more detail and to answer any questions.

*See attached resolution and TIF plan.*



- B. Resolution Authorizing Contract with Care Resource Connection - The Cares Resources program is designed to help those in need find the resources right for them. It is designed to get the resident in touch with available programs and organizations throughout the city, county, region, and state. Albert Lea Fire Rescue will work directly with Cares to implement the program within our community under this 1-year contract. Currently the program is sponsored so there will be no cost to the city or residence.

*See attached resolution and contract.*

- C. Resolution Authorizing Broadway Ridge Grant Agreement with David and Michele Nelson at 140 West Clark Street - David and Michele Nelson submitted a Broadway Ridge Grant for reimbursement up to 50% of costs associated with roof replacement at 140 W. Clark. The total improvement cost is \$44,824.00 which will provide the applicant with a 50-50 match grant per policy of \$22,412.00. The project has been approved by the City's Building Official for compliance with application requirements.

*See attached resolution and agreement.*

- D. Resolution Authorizing Broadway Ridge Grant Agreement with CCH Rental Services, LLC - CCH Rental Services (Crystal Hoiseth) submitted a Broadway Ridge Grant for reimbursement up to 50% of costs associated with removing and replacing new store front windows and doors and new windows on the upper front and rear of the building. The total improvement cost is \$32,421.23 which will provide a matching grant of \$16,210.62. All improvements have been completed and reviewed by the City's Zoning and Building Official for compliance with application requirements.

*See attached resolution and agreement.*

- E. Resolution Authorizing SCDP Local Income Plan Forgivable Loan for Renovation of LMI Multi-Family Property Located at – 1516 Hawthorne Street - The City of Albert Lea was awarded Small Cities Development Program (SCDP) funds to develop viable, eligible communities and provide suitable living environments by expanding economic opportunities principally benefiting low to moderate income households. As such, 403 4<sup>th</sup> Ave LLC has requested SCDP funds to: install new electrical and plumbing service throughout the units at 1516 Hawthorne Street.

Additionally, 1516 Hawthorne Street was previously awarded SCDP funds in February 2024 under Home is Where the Heart is LLC. The property was transferred before any funds were distributed which caused the agreements to have to be re-drafted under the proper entity name. The attached Agreement authorizes the City Manager to enter into a Loan Agreement with 403 4<sup>th</sup> Ave LLC for a maximum amount of \$25,000, which is forgivable after five (5) years provided the property isn't sold, transferred or conveyed before the end of the five-year period.

*See attached resolution and agreement.*

- F. Resolution Approving Design Amendment 1 to the Guaranteed Energy Savings: Non-Investment Tax Credit Contract with Apex Facility Solutions – After the successful referendum last spring, the City Council approved two design contracts with Apex Facility Solutions for the improvements to the City Arena, Aquatic Center, Splash Pad and Marion Ross Performing Arts Center. The contracts were for design only with final approval of individual projects coming to the Council as amendments to those contracts. At the Oct. 14 meeting, the Council approved 3 Arena projects that qualify for federal tax incentives. Apex has several more projects ready for review and approval. These are amendments to the guaranteed energy savings contract without federal tax incentives. Essentially, these are the rest of the Apex projects except for the play features at the Aquatic Center and the remodeling at the Aquatic Center and Arena. Those projects will come to the Council for approval later because Apex is still working on the bids.

The projects in the amended contract for tonight include 1) Arena structural reinforcements, drainage, sealing the building, LED lighting, HVAC changes, low E-ceiling for the Colstrup Rink and water conservation; 2) Aquatic Center water heating and electrical systems and LED lighting. 3) Marion Ross Theater front door and windows, LED lighting, sealing the building, water conservation and HVAC controls. The total dollar amount for all projects is \$1,925,237 with lighting rebates of \$17,397 expected for a net cost of \$1,907,840. Overall, the rec facility projects are currently \$180,000 or 1.8% over budget after bringing the remodeling projects back into scope (Exhibit 2). The Albert Lea Parks and Recreation Board voted Sept. 16 to recommend the Council proceed with these projects listed in the contract.

*See attached resolution and exhibits.*

- G. Resolution Making Certain Findings with Respect to Substandard Buildings – The City, and ALEDA are working with a developer and property owner on a project that will require the eventual creation of a redevelopment tax increment district. However, there are two buildings that require demolition sooner than a district may be established. This resolution preserves these parcels as contributing towards the district creation and eligible for incentives for new construction. Findings show the buildings are substandard and most likely should be demolished. One property shall remain in private ownership and shall be demolished by the owner. This requires staff to sign the redevelopment agreement with the property owner to remain eligible for district incentives and eligibility.

*See attached resolution.*

- H. Resolution Authorizing the Purchase of Property: 610 Water Street – The Minnesota Housing and Finance Agency has ownership of 610 Water Street. They have no intent to spend funds on demolition or rehabilitating the property. They have offered to give the property to the City. Weighing the likely outcomes, the City Manager recommends taking the offer, demolishing the building and if possible, seek reimbursement through TIF or sale of the property.

*See attached resolution.*

- I. Resolution Authorizing the Stabilization of 625 Main Street West – The property at 625 West Main has been in horrible shape for some time and only became more prevalent after the warehouse next door burnt down December of 2020. Over the last 4 years staff have tried to gain compliance previously from the deceased owner Robert Ackland and now his son John Ackland who is in charge of estate. We even considered a purchase in 2022/23 this was to be inclusive of the most blighted properties, or a plan to correct all properties. This was done knowing there would be a financial loss to the City, but a net to the community by removing blight. This did not happen.

Because we do not own the property at 625 Main Street West, staff got a warrant for repairs to the most egregious hazards. Therefore, involved staff felt we should minimize our expense and assess the costs like with any other blight clean up. This change in circumstance, even if the quotes come in under \$100K per our purchase policy, warrants a council vote. This is the fourth property that was under the

ownership of Robert Ackland (now John Ackland) that the City shall spend funds to correct in 2024.

*See attached resolution.*

- J. Resolution Approving Lot Consolidation Agreement Between the City of Albert Lea and Albert Lea Port Authority – The attached resolution is an agreement to consolidate two separate parcels currently owned by the Albert Lea Port Authority. The current tenant (Design Ready Controls) wishes to install a solar array on the parcel adjacent to the existing facility but Albert Lea City Zoning doesn't allow solar arrays as a principal use. The consolidation of parcels and the agreement not to sell the lots separately any time in the future will allow the issuance of a permit for a solar array as an accessory use.

Below is a depiction of the two parcels within the consolidation agreement.



*See attached resolution.*

- K. Ordinance Amending Chapter 12, Article X – Taxi Cab – Sec. 12.373 – Insurance (1<sup>st</sup> Reading) – This amendment reflects changes in the language related to the required amount of public liability and bodily injury insurance by clarifying the necessary amounts without being too excessive.

*See attached ordinance.*

L. Ordinance: Chapter 5 Cannabis Businesses (1<sup>st</sup> Reading) – This ordinance is a new chapter in the code. This ordinance focuses on the licensing of cannabis sales, events and commercial allowances of low potency items within our local authority. Key points of the ordinance:

- It is as restrictive as possible in number of retail establishments which is 2.
- It is as restrictive as possible in hours of operation.
- It is as restrictive as possible without being unreasonable for temporary events. Without a history to know what is necessary or not and without knowledge of the OCM's role over time, these events are officious under this ordinance.
- This is to serve as a guide for what will likely be restrictions on the other adult use business licenses in Chapter 4 and 12 amendments.

Other aspects related to cannabis business zoning was resolved in Chapter 50 amendments, and soon social host regulations on cannabis will be address in Chapter 22 amendment.

*See attached ordinance.*

M. Resolution Approving Terms of Up To A \$200,000 Interfund Loan in Connection with a Proposed Tax Increment Financing (TIF) District – This interfund loan is to cover some expenses such as demolition of 610 Water Street, legal/consultant costs for establishing the district, hazard removal on substandard buildings at 122 South Ermina and 625 West Main. Any proceeds from assessments or sales on those properties will pay back the loan. TIF is intended as a back up to recover costs not paid back.

*See attached resolution.*

#### XI. APPROVAL OF CLAIMS

A. Resolution Approving Claims – The attached resolution directs the Mayor and City Treasurer to issue the payment of claims as presented in the Detail of Claims report.

- (1). Large Claims Over \$25,000 – When applicable, staff will present and display any claims over \$25,000 for the public's viewing, transparency and education.

**REGULAR COUNCIL MEETING  
CITY COUNCIL CHAMBERS, CITY OF ALBERT LEA  
September 23, 2024 – 7:00 P.M.**

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

**ABSENT:** City Manager Ian Rigg

**ADDITIONAL STAFF PRESENT:** Sergeant-at-Arms Public Safety Director JD Carlson, Engagement & Enrichment Director Cathy Malakowsky, Park & Recreation Manager Bob Furland, Arena Foreman Josh Heilman, Building Inspector Rob Rice.

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

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

**CEREMONIAL ITEMS**

A. Mayor Murray read aloud the Proclamation Declaring “See Tracks? Think Train® Week” – September 23<sup>rd</sup> – September 29<sup>th</sup>. Representative were present to accept the proclamation.

**PUBLIC FORUM**

Bruce Manwarren – Mentioned KATE Radio is advertising the Big Island Rendezvous.

**CONSENT AND APPROVAL OF AGENDA**

- A. Approve Minutes of the September 09, 2024 Regular Council Meeting
- B. Approve Minutes of the September 09, 2024 Work Session
- C. License & Permits

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

**PETITIONS, REQUESTS AND COMMUNICATIONS**

A. Paint the Town Purple - Freeborn County Crime Victims Crisis Center Representatives Maureen Williams Zelenak, Heather Butler, and Kim Tiegs were present and explained October is a national campaign for domestic violence awareness month throughout the nation as well as locally in Albert Lea and Freeborn County. Zelenak said in 2023 FCCVCC assisted

425 victims including adults and minors of domestic violence in our community. They encourage the community to show support for ending domestic violence by displaying a purple light or yard sign in the month of October.

Mayor Murray extended appreciation for the work they do to assist victims of domestic violence.

**UNFINISHED BUSINESS** – None

In the absence of City Manager Rigg, Clerk Maras read aloud the background of each item below while Mayor Murray invited councilors' comments and/or questions.

**NEW BUSINESS**

A. Public Hearing Regarding Order for Removal of Hazardous Property at 721 St. Thomas Ave.

Mayor Murray opened the public hearing. Bev Evans is a neighbor to 721 St. Thomas Ave. and spoke of her support of the removal of this structure. She also requested the resident who is currently living there receive assistance to relocate. She requests the garage be removed to avoid housing critters or human habitat.

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

Councilor Olson asked what it might cost to have the garage removed. Mayor Murray offered to have staff gather that information and report back to council.

**A1. Resolution 24-166 Approving Order for Removal of Hazardous Property at 721 St. Thomas Ave.**

On August 23, 2024, the house at 721 St. Thomas Avenue was placarded as unfit for human habitation. The property is occupied. Removal of the structure is recommended because the foundation is severely failing or failed jeopardizing the structure, gas lines, other utilities, and occupant and public safety. The floor framing is insufficient and of poor design and condition. It is deemed unsafe. The property needs to be vacated and removed. Notice of this hearing has been published and mailed. Staff recommends the structure be removed.

Inspector Rob Rice delivered a presentation outlining both hazardous properties on the agenda tonight. The PowerPoint slides highlighted failed foundation and dangerous conditions contributing to being unfit for habitation. The garage at 721 St. Thomas Ave. is not in failure and is not scheduled to be removed. Council asked questions to which Rice responded.

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

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

B. Public Hearing Regarding Order for Removal of Hazardous Property at 816 S. Newton Ave.

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

**B1. Resolution 24-167 Approving Order for Removal of Hazardous Property at 816 S. Newton Ave.**

The garage and primary structure at 816 Newton Avenue South Newton Ave. were placarded on March 29, 2023 and June 26, 2023, respectively, as unfit for human habitation. The property is unoccupied. Removal of the structure is recommended because the garage has a failing roof; and the primary structure has foundation issues, broken windows, a roof in poor condition and a front porch roof failing. It has been deemed unsafe. The structures need to be removed. Notice of this hearing has been published and mailed. Staff recommends the structures be removed.

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

(See Secretary's Original Resolution 24-167  
Included with these minutes)

**C. Resolution 24-168 Authorizing Broadway Ridge Grant Agreement - 232 S. Broadway**

Jordan Loehr applied on behalf of Goose Lake Rentals LLC, and submitted a Broadway Ridge Grant for reimbursement up to 50% of costs associated with a new front entry door. The total improvement cost is \$4,520.50 which will provide the applicant with a 50/50 match grant per policy of \$2,260.25. 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

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

(See Secretary's Original Resolution 24-168  
Included with these minutes)



**D. Resolution 24-169 Approving Design Amendment 1 to the Guaranteed Energy Savings-Investment Tax Credit Contract with Apex Facility Solutions**

After the successful referendum last spring, the City Council approved two design contracts with Apex Facility Solutions for the improvements to the City Arena, Aquatic Center, Splash Pad and Marion Ross Performing Arts Center. As explained at that time, the contracts were for design only with final approval of individual projects coming to the Council as amendments to those contracts. Apex has the first Arena projects ready for review and approval. These are amendments to the guaranteed energy savings contract with federal investment tax credits: 1) A new refrigeration system for both the Nystrom and Colstrup rinks; 2) A new floor for the Colstrup rink; and 3) A reverse-osmosis system for water used to resurface the ice of both rinks. The total dollar amount for all 3 projects is \$7,839,594 with federal incentives of \$2,471,805 expected for a net cost of \$5,367,789. The refrigeration system bids were significantly higher than originally estimated. That increase has been mostly offset by not needing to do frost removal below the Colstrup rink, lower bids on other projects, contingency in the original budget, and a donation from the Albert Lea Hockey Association. The total for the contract amendment is \$8,201,594, with the City already paying for the frost testing and some of the design work. The Albert Lea Parks and Recreation Board voted Sept. 16 to recommend Council proceed with these projects.

Engagement/Enrichment Director Cathy Malakowsky displayed a PowerPoint outlining the most recent Rec Facilities update. This was reiterated from the presentation she delivered during the work session. Representatives from Apex were present and added comments and spoke of the manufacturer's severe increases in product expenditures. Council added dialogue.

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

(See Secretary's Original Resolution 24-169  
Included with these minutes)

**E. Resolution 24-170 Accepting Donations as Presented to the City of Albert Lea**

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

- Mayo Foundation for Medical Education & Research donated \$500 to the Schools Out Program.

- The Friends of the Albert Lea Public Library raise non-profit funds for programs and equipment not covered by the general library budget. The Friends of the Albert Lea Public Library raise the funds through the Fountain Lake Bookstore, two book sales throughout the year, membership fees, and general donations. During the months of June and July 2024, the Friends of the Albert Lea Public Library donated a total of \$5,667.33 to the Albert Lea Public Library. The funds were used for the programs and equipment listed on the included sheet. Without the generous donations from the Friends of the Albert Lea Public Library, many of the library's programs, including the Summer Reading Program, would not be possible.

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

(See Secretary's Original Resolution 24-170  
Included with these minutes)

#### **MAYOR AND COUNCIL REPORTS:**

First Ward, Councilor Christensen reported:

- Ward Items – Has several ward items in progress. Encourages residents to continue to contact the DNR to express their support for Phase III Dredging project.0123
- Committee Update – She hosted a graduation class of 1969 for their 55<sup>th</sup> class reunion over the weekend and mentioned the positive comments the attendees made regarding the beauty of Albert Lea.

Second Ward, Councilor Baker reported:

- Ward Items – Spoke of a stop sign on Eagle Drive and suggests staff take a look at it and reconsider its position.
- Committee Update – Attended a recent Historic Preservation Conference in Red Wing.

Third Ward, Councilor Howland reported:

- Ward Items – None
- Committee Update – Attended the Park & Rec. Board meeting last week and reports they unanimously voted to recommend to council to approve the Rec Facilities project amendments. He suggested the next council retreat be held at the arena to allow a fresh view of the proposed designs. He extended appreciation to the Park & Rec Board for all they do.

Fourth Ward, Councilor Olson reported: None

- Ward Items – None
- Committee Update – Said the baseball association might be requesting, from the Park & Rec. Board, a storage shed out at Snyder field to store equipment.

Fifth Ward, Councilor Rasmussen reported:

- Ward Items – None
- Committee Update – None

Sixth Ward, Councilor Anderson reported:

- Ward Items – Working on one ward item
- Committee Update – None

**MAYOR REPORT:** Attended the Following:

- Attended the Albert Lea Health Care Coalition Ribbon Cutting
- Met with a group at Austin Riverland College
- Attended a meeting with young professionals
- Ran the 5K at St. John's
- 110<sup>th</sup> YMCA Anniversary
- Albert Lea Health Care Gala
- Mexican Independence Day Celebration in the North Lot
- Albert Lea Safety gathering at Morin Park
- Recharge MN at the U of MN for a statewide recharge event and presented as well

Announced upcoming events within the city and encouraged the community to participate.

**CITY MANAGER REPORT:** Absent

### **APPROVAL OF CLAIMS**

#### **A. Resolution 24-171 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 Anderson to approve as read, seconded by Councilor Christensen. On roll call vote, the following councilors voted in favor of said motion: Christensen, Baker, Howland, Olson, Rasmussen, Anderson, and Mayor Murray. Mayor Murray declared the motion passed.

(See Secretary's Original Resolution 24-171  
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, October 14, 2024. On roll call vote, all councilors voted in favor of said motion.

Mayor Murray declared the motion passed and the meeting adjourned.

**ADJOURNMENT: 8:06 P.M.**

---

Mayor Rich Murray

---

Daphney Maras  
Secretary of the Council

**WORK SESSION MEETING  
CITY COUNCIL CHAMBERS, CITY OF ALBERT LEA  
September 23, 2024 - 5:30 P.M.**

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

**ABSENT:** City Manager Ian Rigg

**ADDITIONAL STAFF PRESENT:** Sergeant-at-Arms-Public Safety Director JD Carlson, Engagement & Enrichment Director Cathy Malakowsky, Human Resource Director Mike Zelenak, Park & Recreation Manager Bob Furland, Arena Foreman Josh Heilman.

Finance Director Kristi Brutlag attended via Zoom.

**I. UPDATE ON RECREATION FACILITY IMPROVEMENT PROJECTS**

Engagement/Enrichment Director Malakowsky displayed a slideshow illustrating the most recent Rec Facilities Update. The slideshow included amendments to the original contract, updated costs, and preliminary designs. Although the refrigeration system reflected \$1.2 million increase over the original bid, she prefaced the overall amount over budget is \$320,000. Malakowsky explained the difference was offset by several contributing factors and offered suggestions as to how to compensate for the \$320,000 overage including cutting projects, reduce remodeling costs and/or using the available premium bonds of \$612,000. Design concepts for the Arena and Aquatic Center were demonstrated offering two different concepts for the Aquatic Center while suggesting the less expensive option that offers suitable accommodations. Park & Rec Manager Bob Furland detailed the preferred Aquatic Center design.

Malakowsky went on to display spreadsheets defining, line by line, each project and the costs while underscoring all the over and under budgeted items. Apex representatives, Marco Hunt, Rob Krukoski, and Cody Capra were available for questions. Council addressed Apex representatives with several queries related to the overage and spoke of their disappointment in this unexpected increase cost of the arena refrigeration system.

**II. REVIEW COUNCIL MEETING AGENDA OF SEPTEMBER 23, 2024**

Mayor Rich Murray reviewed the council agenda items and invited councils' questions and comments.

**CALL TO ORDER AND ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**CEREMONIAL ITEMS**

- A. Proclamation Declaring “See Tracks? Think Train® Week” – September 23<sup>rd</sup> – September 29<sup>th</sup>

**PUBLIC FORUM**

**CONSENT AND APPROVAL OF AGENDA**

- A. Approve Minutes of the September 09, 2024 Regular Council Meeting
- B. Approve Minutes of the September 09, 2024 Work Session
- C. License & Permits

**PETITIONS, REQUESTS AND COMMUNICATIONS**

- A. Paint the Town Purple - Freeborn County Crime Victims Crisis Center Representatives  
Maureen Williams Zelenak, Heather Butler, Andrea Mauer, and Kim Tiegs

**UNFINISHED BUSINESS**

**NEW BUSINESS**

- A. Public Hearing Regarding Order for Removal of Hazardous Property at 721 St. Thomas Ave.
  - A1. Resolution Approving Order for Removal of Hazardous Property at 721 St. Thomas Ave.
- B. Public Hearing Regarding Order for Removal of Hazardous Property at 816 S. Newton Ave.
  - B1. Resolution Approving Order for Removal of Hazardous Property at 816 S. Newton Ave.
- C. Resolution Authorizing Broadway Ridge Grant Agreement - 232 S. Broadway
- D. Resolution Approving Design Amendment 1 to the Guaranteed Energy Savings- Investment Tax Credit Contract with Apex Facility Solutions
- E. Resolution Accepting Donations as Presented to the City of Albert Lea

**MAYOR AND COUNCIL REPORTS**

**CITY MANAGER REPORT**

**APPROVAL OF CLAIMS**

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

**ADJOURNMENT** – 6:37 P.M.

Dated this 23<sup>rd</sup> day of September, 2024

---

Daphney Maras  
Council Secretary

## **5C - Licenses and Permits**

*Council Approval 10-14-2024*

---

**All Licenses Listed Are Located In Albert Lea Unless Otherwise Indicated**

### **SIGN HANGER**

*BMS Signs & Printing - Blaine, MN*

RESOLUTION 24

Introduced by Councilor

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH BOLTON & MENK INC. FOR WASTEWATER TREATMENT PLANT (WWTP) IMPROVEMENTS - JOB 2310

WHEREAS, Bolton & Menk Inc. has provided a master professional services contract for construction oversight and management of Wastewater Treatment Plant (WWTP) Improvements; and

WHEREAS, staff is recommending awarding a service agreement with Bolton & Menk, Inc. for the next task order, Task Order No. 2024-03, for professional services for the Septage Receiving Station design, additional future plans for reconstruction design, and Construction Manager at Risk (CMR) selection assistance for the WWTP Improvement project.

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

Sec. 1. That the Mayor and City Manager are hereby authorized to enter into a professional service agreement with Bolton & Menk, Inc of Mankato, Minnesota for professional services as detailed in Task Order No. 2024-03 on a time and materials not to exceed fee of \$362,000.

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, Olson, Rasmussen, Anderson and Mayor Rich Murray;

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

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council



**PRELIMINARY TREATMENT IMPROVEMENTS CONSTRUCTION SERVICES  
CITY OF ALBERT LEA AND BOLTON & MENK, INC.  
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

**TASK ORDER NO:** 2024-03

**CITY:** City of Albert Lea, MN

**CONSULTANT:** Bolton & Menk, Inc.

**DATE OF THIS TASK ORDER:** September 26, 2024

**DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES:** April 17, 2023

Whereas, City and Consultant entered into a Master Agreement for Professional Services (“Master Agreement”) as dated above, and Consultant agrees to perform and complete the following Services for the City in accordance with this Task Order and the terms and conditions of the Master Agreement. City and Consultant agree as follows:

**1.0 Scope of Services**

Consultant shall perform the Services listed below or in the attached Scope (Exhibit A). All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

**2.0 Fees**

City shall pay Consultant in accordance with Section 3 of the Master Agreement and as follows. The total cost of services and reimbursable direct expenses provided by Consultant for this Task Order shall not exceed \$362,000, and prior approval of the CLIENT is required if an additional fee is needed. Total cost does not include authorized Additional Services as may subsequently be required and authorized.

**3.0 Schedule**

The schedule for the performance of services will be ongoing to assist the CLIENT with the wastewater treatment and dates of completion shall be as detailed in Exhibit A.

**4.0 Term**

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT’S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

**5.0 Other Matters**

None.

**6.0 Project Managers**

Project managers and contact information for the City and Consultant for this Task Order, if different than the Master Agreement, are as follows:

CITY OF ALBERT LEA, MINNESOTA  
Steve Jahnke  
221 E. Clark St.  
Albert Lea, MN 56007  
Office Phone: 507-377-4325  
Email: [sjahnke@ci.albertlea.mn.us](mailto:sjahnke@ci.albertlea.mn.us)

BOLTON & MENK, INC.  
Kristopher Swanson  
1960 Premier Drive  
Mankato, MN 56001  
Office Phone: 507-625-4171  
Email: [Kristopher.Swanson@bolton-menk.com](mailto:Kristopher.Swanson@bolton-menk.com)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

CLIENT: \_\_\_\_\_

CONSULTANT: Bolton & Menk, Inc.

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Kristopher J. Swanson – Senior Principal Engineer  
Printed Name

\_\_\_\_\_  
Date

September 26, 2024  
Date

**ATTACHMENTS TO THIS TASK ORDER:**

Exhibit A – Scope of Services Dated September 26, 2024

Exhibit B – 2024 Schedule of Fees

## Exhibit A

Consultant shall assist the CLIENT with the following professional services related to the CLIENT's wastewater treatment facility:

1. Design of the Septage and Waste Receiving Station, including additional wastewater treatment facility (WWTF) design work and consulting as directed by the City.
  - a. Scope
    - i. Final layouts and design of the proposed septage/waste receiving station to take waste from industrial haulers of dissolved air flotation float, vector trucks, septic haulers, landfill leachate, and similar waste hauled to the facility by truck., including the following major components of the facilities:
      1. Sloped pad and walled receiving station
      2. Storage area for sand/gravel
      3. Large material screening
      4. Holding tank
      5. Lift station to pump to the preliminary treatment facility (with an option for modifying to take waste to an intermediate clarifier after the proposed treatment facility is upgraded for nutrient removal)
    - ii. AutoCAD REVIT-based design of all major items described above (3D format).
    - iii. Electrical, mechanical, architectural, and structural design of all facilities.
    - iv. Review meetings and modifications with city staff at 60% and 90%.
    - v. Submittal of plans and specifications to the Minnesota Pollution Control Agency (MPCA) for review and project certification.
    - vi. Submittal of plans and specifications to the Minnesota Department of Labor and Industry for plumbing review and approval.
    - vii. Preparation and submittal of the final CWRP funding application to the Minnesota Public Facilities Authority (PFA) as applicable and assisting the City in pursuing funds from the MPCA, PFA, State Legislature, and Federal Government.
    - viii. Modifications and preparation of final plans and specifications for final contract documents to be used in guaranteed maximum price preparation/construction and or bidding.
    - ix. Preparation of additional design details for WWTF as directed by City staff.
    - x. Additional funding assistance and positioning for future phased WWTF improvements.
    - xi. WWTF consulting and planning for future phased improvements as directed by the City.

b. Schedule

i.

|  |                              |
|--|------------------------------|
| Authorization for Final Design                   | September 2024               |
| Surveying & Site Layout                          | Fall 2024                    |
| 60% Design Review                                | December 2024                |
| 90% Design Review                                | February 2024                |
| Submit to MPCA                                   | March 2024                   |
| Submit Funding to PFA                            | March 2024                   |
| MPCA Comments and Plan Finalization              | June 2024                    |
| Funding Assistance/Pursuit                       | Fall 2024-Summer 2025        |
| Project Delivery (Bidding/CMAR/Other)            | Summer 2025                  |
| Additional Wastewater Design Work and Consulting | January 2025 - December 2025 |

c. Fees

- i. Fees will be invoiced on an hourly basis or as a fixed fee (pending funding requirements) for this task, not to exceed \$335,000, which is approximately 1,900 hours of professional engineering and staff time for the final design of the septage/waste receiving station, additional WWTF design work, and wastewater consulting and funding assistance for the CLIENT.

2. Consultation and Professional Services for the selection of a Construction Manager following the State of MN Prescribed selection process.

a. Scope

- i. Prepare draft RFP for Construction Manager at Risk for CLIENT Review
- ii. Finalize draft RFP for CMAR
- iii. Issue RFP following public notification requirements (publishing fees to be paid by CLIENT)
- iv. Receive RFPs from CMAR candidates and review/score with CLIENT
- v. Arrange interviews for selected CMAR candidates
- vi. Assist CLIENT in interviewing candidates
- vii. Advise CLIENT on final selection and assist with notifications

b. Schedule

- i. The following schedule is anticipated for the selection of a Construction Manager to help facilitate the construction of a multiple-phase project at the CLIENT’s WWTF. Phases may vary depending on funding mechanisms but are initially expected to include the following phases: Septage Receiving Station, Tertiary Treatment Building and associated demo, liquid phase improvements and nutrient removal, and biosolids improvements

|                                    |                             |
|------------------------------------|-----------------------------|
| Develop RFP                        | October 2024-November 2024  |
| Issue RFP to Construction Managers | November 2024-February 2025 |
| Interview and Select CMAR          | March-May 2025              |

c. Fees

- i. Fees will be invoiced on an hourly basis or as a fixed fee (pending funding requirements) for this task, not to exceed \$27,000 which is approximately 150 hours of professional staff time anticipated for assisting the City in the selection of a construction manager.

# Bolton & Menk, Inc. 2024 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2024. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

| Employee Classification                  | 2024 Hourly Billing Rates |
|--|---------------------------|
| Senior Project Manager                   | \$180-261                 |
| Project Manager                          | \$145-231                 |
| Senior Project Engineer                  | \$140-216                 |
| Project Engineer                         | \$130-201                 |
| Design Engineer                          | \$115-176                 |
| Graduate Engineer                        | \$120-156                 |
| Senior Planner                           | \$110-231                 |
| Planner                                  | \$85-161                  |
| Senior Landscape Architect               | \$145-216                 |
| Landscape Architect                      | \$130-161                 |
| Landscape Designer                       | \$75-134                  |
| Licensed Project Surveyor                | \$160-191                 |
| Graduate Surveyor                        | \$125-191                 |
| Survey Technician                        | \$80-189                  |
| Senior Technician                        | \$120-206                 |
| Technician                               | \$85-176                  |
| Specialist*                              | \$95-226                  |
| Practice Expert**                        | \$170-311                 |
| Senior Principal                         | \$200-320                 |
| Principal                                | \$165-286                 |
| Administrative/Corporate Specialists     | \$50-176                  |
| GPS/Robotic Survey Equipment             | NO CHARGE                 |
| CAD/Computer Usage                       | NO CHARGE                 |
| Routine Office Supplies                  | NO CHARGE                 |
| Routine Photocopying/Reproduction        | NO CHARGE                 |
| Field Supplies/Survey Stakes & Equipment | NO CHARGE                 |
| Mileage                                  | NO CHARGE                 |

<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

\*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

\*\*Highly specialized and industry expertise unique to the market or area of discipline.

RESOLUTION 24

Introduced by Councilor

RESOLUTION CALLING PUBLIC HEARING ON PROPOSED ASSESSMENTS FOR THE  
2024 NEIGHBORHOOD IMPROVEMENT OVERLAY PROJECT (JOB 2401)

WHEREAS, the City Engineer was directed to prepare a proposed assessment of the cost of the 2024 Neighborhood Improvement Overlay Project – Job 2401. The project improved the following streets:

Fairlane Terrace – Richway Drive to Crestview Road  
Crestview Road – Fairlane Terrace to Levison Street  
Spicer Road – Foothills Boulevard to the cul-de-sac  
Foothills Boulevard – Fairlane Terrace to Crestview Road  
Briarwood Drive – Garfield Avenue to Fairlane Terrace  
Kent Avenue – Fairlane Terrace to Levison Street  
Levison Street – Garfield Avenue to Crestview Road  
Columbus Avenue – Hawthorne Street to Crestview Road  
Hammer Road – Sorensen Road to the east end

WHEREAS, the City Clerk has notified the council that such proposed assessments have been completed and filed in the office of the City Clerk for public inspection.

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

Sec. 1. A hearing shall be held at 7:00 p.m. on November 12, 2024 in the Council Chambers of City Hall located at 221 East Clark Street to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

Sec. 2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

Sec. 3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole assessment, or any part thereof, on such property, with interest accrued to the date of payment to the city finance department, except that no interest shall be charged if the entire assessment is paid by December 13, 2024 - 31 days from the adoption of the assessment. An owner may at any time after certification of the assessment to the county auditor on December 31, pay to the county auditor the entire amount

of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.

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, Olson, Rasmussen, Anderson and Mayor Rich Murray.;

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

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

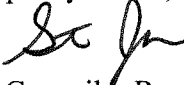
Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council

# Memorandum

---

**DATE:** September 27, 2024  
**TO:** Kristi Brutlag, Daphney Maras, Patrick Ian Rigg  
**FROM:** Steven Jahnke   
**CC:** Councilor Olson, Councilor Rasmussen  
**SUBJ:** Final Assessments for 2024 Neighborhood Improvement Project – Job No. 2401

---

Attached is the final assessment roll and a sample resolution adopting assessments for the 2024 Neighborhood Improvement Project. The hearing will be called on October 14, 2024, and the final assessment hearing can be held on November 12, 2024.

The original estimate of the project cost is as follows:

|                         | Overlay Areas           | Spicer Road             | Hammer Road             | Total                   |
|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Total Estimated Costs   | \$961,723.38<br>(69.7%) | \$272,532.14<br>(19.8%) | \$144,859.14<br>(10.5%) | \$1,379,114.66          |
| Preliminary Assessments | \$529,548.51<br>(38.4%) | \$115,067.72<br>(8.3%)  | \$52,125.63 (3.8%)      | \$696,741.86<br>(50.5%) |
| Water Funds             |                         | \$79,854.40<br>(5.8%)   |                         | \$79,854.40 (5.8%)      |
| Sanitary Sewer Funds    | \$165,590.00<br>(12.0%) |                         |                         | \$165,590.00<br>(12.0%) |
| City Costs              | \$266,584.87<br>(19.3%) | \$77,610.02<br>(5.6%)   | \$92,733.51 (6.7%)      | \$436,928.40<br>(31.7%) |

The estimated final costs for the project are as follows. The percent change for each category is shown in parentheses:

|                       | Overlay Areas            | Spicer Road              | Hammer Road              | Total                     |
|-----------------------|--------------------------|--------------------------|--------------------------|---------------------------|
| Total Estimated Costs | \$838,561.68<br>(-12.8%) | \$308,034.00<br>(+13.0%) | \$111,780.64<br>(-22.8%) | \$1,258,376.32<br>(-8.8%) |
| Final Assessments     | \$507,846.68<br>(-4.1%)  | \$88,650.78<br>(-23.0%)  | \$40,561.61<br>(-22.2%)  | \$637,059.07<br>(-8.6%)   |
| Water Funds           |                          | \$120,832.18<br>(+51.3%) |                          | \$120,832.18<br>(+51.3%)  |
| Sanitary Sewer Funds  | \$103,476.30<br>(-37.5%) |                          |                          | \$103,476.30<br>(-37.5%)  |
| City Costs            | \$227,238.70<br>(-14.8%) | \$98,551.04<br>(+27.0%)  | \$71,219.03<br>(-23.2%)  | \$397,008.77<br>(-9.1%)   |



### Neighborhood Improvement Overlay and Curb & Gutter Replacement

This portion of the project involved the bituminous overlay of residential streets in the area roughly bounded by Richway Drive on the north, Fairlane Terrace on the west, Hawthorne Street on the south, and Crestview Road on the east. The streets are as follows:

**Fairlane Terrace – Richway Drive to Crestview Road**  
**Crestview Road – Fairlane Terrace to Levison Street**  
**Spicer Road – Fairlane Terrace to Foothills Boulevard**  
**Foothills Boulevard – Fairlane Terrace to Crestview Road**  
**Briarwood Drive – Garfield Avenue to Fairlane Terrace**  
**Kent Avenue – Fairlane Terrace to Levison Street**  
**Levison Street – Garfield Avenue to Crestview Road**  
**Columbus Avenue – Hawthorne Street to Crestview Road**

The project involved milling the existing bituminous street surfacing for a 6-foot width along each concrete gutter line so the new bituminous layer matched the level of the concrete gutter. A 2-inch thick layer of bituminous was laid over the entire width of the street. The project also involved miscellaneous curb & gutter replacement to address drainage problems and to correct severely deteriorated curb.

The total centerline footage of the project is 9,891 linear feet.

The City costs are for side yard credits, work in the intersections, and work along City-owned property. The sanitary sewer costs are for repairs to manholes that were completed as part of this project and done prior to placement of the overlay.

### Bituminous Surface Reconstruction & Watermain Replacement – Spicer Road cul-de-sac

The section of Spicer Road from Fairlane Terrace to the cul-de-sac was constructed at the same time as the other streets in the project area, however the watermain suffered from frequent breaks likely due to a vein of soils corrosive to the existing cast iron watermain pipe. The project involved replacing the watermain with plastic pipe including the residential services, and installing new curb & gutter and street pavement.

### Bituminous Surface Reconstruction – Hammer Road east end

The pavement on the dead end section at the east end of Hammer Road was in poor condition. The existing pavement was removed, the existing aggregate roadbase was reshaped and recompact, and a new bituminous surface was installed.

### **Explanation of Final Costs**

Work is mostly complete with only minor punch list items remaining. The contract has not been closed out yet, so there may be minor changes to the final costs. Those changes would affect City costs only and would not affect the assessments. Overall, the estimated final costs came in about 8.2% lower than the original estimate. As such, the final assessments are lower than the preliminary estimates.

Spicer Road Watermain Assessment Reduction

After discussion with the Council and residents, the assessments for the Spicer Road Reconstruction portion were reduced. The assessments for this portion are for the pavement and curb & gutter reconstruction. If the watermain had not needed to be replaced, complete reconstruction of the street would not have been necessary. Upon Council discussion the assessments were reduced to reflect a prorated rate based on the actual age of the watermain (46 years) vs. the typical life expectancy of underground utilities (75 years).

The table below shows the summary of the final assessments.

|                           | <b>Overlay Areas</b> | <b>Spicer Road</b> | <b>Hammer Road</b> | <b>Overall Assessments</b> |
|---------------------------|----------------------|--------------------|--------------------|----------------------------|
| <b>Average Assessment</b> | \$2,969.86           | \$8,059.16         | \$10,140.40        | \$3,425.05                 |
| <b>Median Assessment</b>  | \$2,607.25           | \$6,890.10         | \$9,280.84         | \$2,664.28                 |
| <b>Lowest Assessment</b>  | \$806.00             | \$3,937.20         | \$5,016.00         | \$806.00                   |
| <b>Highest Assessment</b> | \$6,882.72           | \$14,764.50        | \$16,983.94        | \$16,983.94                |

The assessments for the overlay area and Spicer Road will be over ten years and over fifteen years for the Hammer Road Reconstruction portion. The interest rate will be 5.71%

Please let me know if you have any questions.

**2024 Neighborhood Improvement Project  
Job No. 2401  
Estimated Final Costs**

| <u>Item</u>  | <u>Amount</u>          | <u>Note</u>   |
|--|------------------------|---|
| <i>Construction Contract Costs</i>                     |                        |   |
| <u>Ulland Bros, Inc.</u>                               |                        |   |
| Pay Estimate #1  | \$ 284,688.40          |   |
| Pay Estimate #2  | \$ 598,830.40          |   |
| Pay Estimate #3 - Final Pay Estimate<br>(not yet paid) | \$ 269,952.96          | These are contract payments made to the contractor.   |
| <i>Subtotal</i>  | <b>\$ 1,153,471.76</b> |   |
| <u>City Engineering Charges (Ulland's Work)</u>        |                        |   |
| #1   | \$ 22,775.07           | These charges are the City's standard Engineering charge that is charged against all projects. The charge is 8% of the construction contract and is charged at the time the pay estimates are made. |
| #2   | \$ 47,906.43           |   |
| #3 - Final (not yet paid)                              | \$ 21,596.24           |   |
| <i>Subtotal</i>  | <b>\$ 92,277.74</b>    |   |
| <i>Miscellaneous Costs</i>                             |                        |   |
| <u>Contingency</u>                                     | <b>\$ 10,000.00</b>    |   |
| <u>Miscellaneous</u>                                   |                        |   |
| Ace Hardware   | \$ 103.17              | These are for miscellaneous charges for minor items associated with this project  |
| Sprinkler System Repairs                               | \$ 600.00              |   |
| <i>Subtotal</i>  | <b>\$ 703.17</b>       |   |
| <u>Professional Services</u>                           |                        |   |
| Chosen Valley Testing                                  | \$ 1,056.86            | These are charges for professional services including soil borings and materials testing services, and appraisals   |
| Chosen Valley Testing (estimated)                      | \$ 500.00              |   |
| <i>Subtotal</i>  | <b>\$ 1,556.86</b>     |   |
| <u>Advertising</u>                                     |                        |   |
| Albert Lea Newspaper, Inc.                             | \$ 112.23              | These are the charges for the contract advertisement for bids   |
| Albert Lea Newspaper, Inc.                             | \$ 254.56              |   |
| <i>Subtotal</i>  | <b>\$ 366.79</b>       |   |
| <b>Total Final Costs</b>                               | <b>\$ 1,258,376.32</b> |   |
| Total Engineering Cost %                               | 8.00%                  | This is what we charge.   |
| Total Miscellaneous Cost %                             | 1.09%                  | We generally assume 8% in our estimates.  |

**CITY OF ALBERT LEA**  
**2024 Neighborhood Improvement Project**  
**Job No. 2401**

Contractor: Ulland Bros, Inc.

Draft Final Pay Estimate for Final Assessments  
September 10, 2024

| MN/DOT SPEC NO. | ITEM                                      | CONTRACT QUANTITY | UNIT COST    | CONTRACT AMOUNT | Quantity Previously Reported | Quantity Completed This Period | Quantity Completed To Date | Final Amount  |
|-----------------|---|-------------------|--------------|-----------------|------------------------------|--------------------------------|----------------------------|---------------|
| 2021.501        | Mobilization                              | 1 L. Sum          | \$ 75,000.00 | \$ 75,000.00    | 1.00                         |                                | 1.00                       | \$ 75,000.00  |
| 2104.502        | Remove MH Casting                         | 40 Each           | \$ 340.00    | \$ 13,600.00    | 40                           |                                | 40                         | \$ 13,600.00  |
| 2104.502        | Remove CB Casting                         | 19 Each           | \$ 150.00    | \$ 2,850.00     | 19                           |                                | 19                         | \$ 2,850.00   |
| 2104.502        | Remove Gate Valve & Box                   | 2 Each            | \$ 275.00    | \$ 550.00       | 2                            |                                | 2                          | \$ 550.00     |
| 2104.502        | Remove Hydrant                            | 1 Each            | \$ 1,000.00  | \$ 1,000.00     | 1                            |                                | 1                          | \$ 1,000.00   |
| 2104.503        | Salvage & Reuse Casting                   | 4 Each            | \$ 350.00    | \$ 1,400.00     | 4                            |                                | 4                          | \$ 1,400.00   |
| 2104.503        | Remove Curb & Gutter                      | 3,608 LF          | \$ 10.00     | \$ 36,080.00    | 2,000                        | 2,367                          | 4,367                      | \$ 43,670.00  |
| 2104.503        | Remove Watermain                          | 420 LF            | \$ 8.00      | \$ 3,360.00     | 420                          |                                | 420                        | \$ 3,360.00   |
| 2104.504        | Remove Bituminous Surface                 | 4,940 SY          | \$ 3.50      | \$ 17,290.00    | 1,658                        | 3,282                          | 4,940                      | \$ 17,290.00  |
| 2104.518        | Remove Concrete Walks & Drives            | 4,310 SF          | \$ 3.60      | \$ 15,516.00    | 2,500                        | 3,294                          | 5,794                      | \$ 20,858.40  |
| 2105.507        | Common Excavation                         | 1,518 CY          | \$ 15.00     | \$ 22,770.00    | 452                          |                                | 452                        | \$ 6,780.00   |
| 2105.609        | Select Granular Borrow                    | 609 Tons          | \$ 20.00     | \$ 12,180.00    | 0                            |                                | 0                          | \$ -          |
| 2108.504        | Geotextile Fabric Type 5                  | 676 SY            | \$ 2.50      | \$ 1,690.00     | 0                            |                                | 0                          | \$ -          |
| 2211.509        | Aggregate Base, Class 5                   | 2,125 Tons        | \$ 25.00     | \$ 53,125.00    | 900.52                       | 339.24                         | 1,239.76                   | \$ 30,994.00  |
| 2221.509        | Aggregate Shoulder, Class 2               | 109 Tons          | \$ 55.00     | \$ 5,995.00     | 0.00                         | 109.39                         | 109.39                     | \$ 6,016.45   |
| 2231.604        | Bituminous Street Patch                   | 500 SF            | \$ 7.00      | \$ 3,500.00     | 0                            |                                | 0                          | \$ -          |
| 2232.504        | Edge Mill Bituminous Surface (0" to 2")   | 13,188 SY         | \$ 4.00      | \$ 52,752.00    | 13,188                       |                                | 13,188                     | \$ 52,752.00  |
| 2357.506        | Bituminous Material for Tack Coat         | 3,289 Gal         | \$ 0.01      | \$ 32.89        | 7,525                        | 400                            | 7,925                      | \$ 79.25      |
| 2360.509        | Type SP 9.5 Wearing Course Mixture (2, B) | 3,257 Tons        | \$ 82.00     | \$ 267,074.00   | 3,360.55                     |                                | 3,360.55                   | \$ 275,565.10 |
| 2360.509        | Type SP 9.5 Wearing Course Mixture (2, C) | 1,086 Tons        | \$ 92.00     | \$ 99,912.00    | 265.82                       | 993.86                         | 1,259.68                   | \$ 115,890.56 |
| 2501.601        | Temporary Water Service                   | 1 L. Sum          | \$ 16,500.00 | \$ 16,500.00    | 1                            |                                | 1                          | \$ 16,500.00  |
| 2504.602        | Connect to Existing Watermain             | 1 Each            | \$ 1,700.00  | \$ 1,700.00     | 1                            |                                | 1                          | \$ 1,700.00   |
| 2504.602        | Water Service System                      | 9 Each            | \$ 3,500.00  | \$ 31,500.00    | 9                            |                                | 9                          | \$ 31,500.00  |
| 2504.602        | 6" Gate Valve & Box                       | 2 Each            | \$ 2,600.00  | \$ 5,200.00     | 2                            |                                | 2                          | \$ 5,200.00   |
| 2504.602        | Install Hydrant                           | 1 Each            | \$ 7,000.00  | \$ 7,000.00     | 1                            |                                | 1                          | \$ 7,000.00   |

| MN/DOT SPEC NO. | ITEM                                      | CONTRACT QUANTITY | UNIT COST   | CONTRACT AMOUNT | Quantity Previously Reported | Quantity Completed This Period | Quantity Completed To Date | Final Amount |
|-----------------|---|-------------------|-------------|-----------------|------------------------------|--------------------------------|----------------------------|--------------|
| 2504.602        | Adjust Water Valve                        | 40 Each           | \$ 175.00   | \$ 7,000.00     | 40                           |                                | 40                         | \$ 7,000.00  |
| 2504.603        | 6" C900 Watermain w/Tracer Wire           | 420 LF            | \$ 80.00    | \$ 33,600.00    | 420                          |                                | 420                        | \$ 33,600.00 |
| 2504.608        | Watermain Fittings                        | 126 Lbs           | \$ 16.50    | \$ 2,079.00     | 126                          |                                | 126                        | \$ 2,079.00  |
| 2506.502        | MH Casting Assemblies                     | 40 Each           | \$ 1,150.00 | \$ 46,000.00    | 40                           |                                | 40                         | \$ 46,000.00 |
| 2506.502        | CB Casting Assemblies                     | 19 Each           | \$ 1,150.00 | \$ 21,850.00    | 19                           |                                | 19                         | \$ 21,850.00 |
| 2506.602        | Adjust Frame & Ring Casting               | 24 Each           | \$ 220.00   | \$ 5,280.00     | 24                           |                                | 24                         | \$ 5,280.00  |
| 2531.503        | Concrete Curb & Gutter Design B-618<20 LF | 894 LF            | \$ 43.00    | \$ 38,442.00    | 789                          |                                | 789                        | \$ 33,927.00 |
| 2531.503        | Concrete Curb & Gutter Design B-618>20 LF | 1,803 LF          | \$ 33.00    | \$ 59,499.00    | 2,648                        |                                | 2,648                      | \$ 87,384.00 |
| 2531.503        | Concrete Curb & Gutter Design B624        | 911 LF            | \$ 30.00    | \$ 27,330.00    | 930                          |                                | 930                        | \$ 27,900.00 |
| 2531.504        | 6" Concrete Driveway Pavement             | 4,310 SF          | \$ 9.00     | \$ 38,790.00    | 5,794                        |                                | 5,794                      | \$ 52,146.00 |
| 2563.601        | Traffic Control                           | 1 L.Sum           | \$ 7,700.00 | \$ 7,700.00     | 1.00                         |                                | 1.00                       | \$ 7,700.00  |
| 2573.502        | Storm Drain Inlet Protection              | 49 Each           | \$ 330.00   | \$ 16,170.00    | 25                           |                                | 25                         | \$ 8,250.00  |
| 2574.507        | Common Topsoil Borrow                     | 300 CY            | \$ 35.00    | \$ 10,500.00    | 0                            | 300                            | 300                        | \$ 10,500.00 |
| 2575.504        | Sodding Type Lawn                         | 4,059 SY          | \$ 10.00    | \$ 40,590.00    | 0                            | 6,000                          | 6,000                      | \$ 60,000.00 |
| City Spec       | Density Testing                           | 5 Each            | \$ 550.00   | \$ 2,750.00     | 0                            |                                | 0                          | \$ -         |
| City Spec       | MH & CB Repair                            | 29 Each           | \$ 700.00   | \$ 20,300.00    | 29                           |                                | 29                         | \$ 20,300.00 |

Estimate for work completed through September 10, 2024

|   |                 |  |                 |
|---|-----------------|--|-----------------|
| <b>Original Contract Total:</b>           | \$ 1,125,456.89 | <b>Total Earned to Date</b>                | \$ 1,153,471.76 |
| <b>Net Change by Change Orders:</b>       | \$ -            | <b>0% Retainage</b>                        | \$ -            |
| <b>Contract Total to Date:</b>            | \$ 1,125,456.89 | <b>Retainage this Pay Estimate</b>         | \$ -            |
| <b>Balance to Finish, Plus Retainage:</b> | \$ (28,014.87)  | <b>Total Earned Less Retainage to Date</b> | \$ 1,153,471.76 |
| <b>Percentage Complete:</b>               | 102%            | <b>Less Previous Payments</b>              | \$ 883,518.80   |

8% Engr. To Be Credited to 101-43110-430-43092: \$ 21,596.24

**PAYMENT THIS ESTIMATE** \$ 269,952.96

General Ledger  
Detailed Trial Balance



User: clowe  
Printed: 09/10/2024 - 1:41PM  
Period: 01 to 12, 2024

| Account Number      | Description                           | Budget | Beginning Balance | Debit This Period | Credit This Period | Ending Balance |
|---------------------|---------------------------------------|--------|-------------------|-------------------|--------------------|----------------|
| 494                 | 2024 CIP - Bonded Projects            |        |                   |                   |                    |                |
| REVENUE             |                                       |        |                   |                   |                    |                |
| 494-72401           | 2024 Neighborhood Improvement         |        |                   |                   |                    |                |
| 494-72401-430-36210 | Interest Earnings                     | 0.00   |                   |                   |                    |                |
|                     | 494-72401-430-36210 Totals:           | 0.00   | 0.00              | 0.00              | 0.00               | 0.00           |
| 494-72401-430-36211 | MVA                                   | 0.00   |                   |                   |                    |                |
|                     | 494-72401-430-36211 Totals:           | 0.00   | 0.00              | 0.00              | 0.00               | 0.00           |
| 494-72401-430-39310 | Bond Proceeds                         | 0.00   |                   |                   |                    |                |
|                     | 494-72401-430-39310 Totals:           | 0.00   | 0.00              | 0.00              | 0.00               | 0.00           |
|                     | 494-72401 REVENUE Totals:             | 0.00   | 0.00              | 0.00              | 0.00               | 0.00           |
|                     | REVENUE Totals:                       | 0.00   | 0.00              | 0.00              | 0.00               | 0.00           |
| EXPENSE             |                                       |        |                   |                   |                    |                |
| 494-72401           | 2024 Neighborhood Improvement         |        |                   |                   |                    |                |
| 494-72401-430-43030 | Engineering Services                  | 0.00   |                   |                   |                    |                |
|                     | 494-72401-430-43030 Totals:           | 0.00   | 0.00              | 0.00              | 0.00               | 0.00           |
| 494-72401-430-43092 | City Engineering Charge               | 0.00   |                   |                   |                    |                |
| 8/12/2024 AP 8 24   | ULLANDBR - Ulland Brothers, Inc.      |        |                   | 22,775.07         | 0.00               |                |
| 9/9/2024 AP 9 9     | ULLANDBR - Ulland Brothers, Inc.      |        |                   | 47,906.43         | 0.00               |                |
|                     | 494-72401-430-43092 Totals:           | 0.00   | 0.00              | 70,681.50         | 0.00               | 70,681.50      |
| 494-72401-430-43510 | Legal Notices & Recording             | 0.00   |                   |                   |                    |                |
| 3/11/2024 AP 3 23   | ALNEWSPA - Albert Lea Newspapers, Inc |        |                   | 254.56            | 0.00               |                |
| 4/8/2024 AP 4 18    | ALNEWSPA - Albert Lea Newspapers, Inc |        |                   | 112.23            | 0.00               |                |
|                     | 494-72401-430-43510 Totals:           | 0.00   | 0.00              | 366.79            | 0.00               | 366.79         |
| 494-72401-430-45300 | Improvements other than Bldgs         | 0.00   |                   |                   |                    |                |

| Account Number      | Description |                                     | Budget | Beginning Balance | Debit This Period | Credit This Period | Ending Balance |
|---------------------|-------------|-------------------------------------|--------|-------------------|-------------------|--------------------|----------------|
| 8/12/2024 AP        | 8           | 24 ULLANDBR - Ulland Brothers, Inc. |        |                   | 284,688.40        | 0.00               |                |
| 9/9/2024 AP         | 9           | 9 ULLANDBR - Ulland Brothers, Inc.  |        |                   | 598,830.40        | 0.00               |                |
|                     |             | 494-72401-430-45300 Totals:         |        | 0.00              | 883,518.80        | 0.00               | 883,518.80     |
| 494-72401-430-46205 |             | Discount/Costs of Issuance          |        | 0.00              |                   |                    |                |
|                     |             | 494-72401-430-46205 Totals:         |        | 0.00              | 0.00              | 0.00               | 0.00           |
|                     |             | 494-72401 EXPENSE Totals:           |        | 0.00              | 954,567.09        | 0.00               | 954,567.09     |
|                     |             | EXPENSE Totals:                     |        | 0.00              | 954,567.09        | 0.00               | 954,567.09     |
|                     |             | 494 Totals:                         |        | 0.00              | 954,567.09        | 0.00               | 954,567.09     |
|                     |             | Report Totals:                      |        | 0.00              | 954,567.09        | 0.00               | 954,567.09     |

**Final Assessments  
2024 Neighborhood Improvement Project  
Job No. 2401  
September 27, 2024**

|                  |          |          |          |          |
|------------------|----------|----------|----------|----------|
| Pavement Width   | 26.5     | 29+      | Hammer   | Spicer   |
| Assessment Rate  | \$ 32.24 | \$ 33.09 | \$ 51.44 | \$ 98.43 |
| Side Credit Rate | \$ 11.28 | \$ 11.58 | \$ 18.00 | \$ 34.45 |

| Roll No | Owner  | Property Address      | Owner Address         | Owner City, State Zip  | Parcel No. | Front Feet | Street Pave Width | Side Feet | Side Street Pave Width | Side Credit Feet | Front Feet Rate | Side Feet Rate | Assessment  | Side Credits     |                  | Total Final Assessment |
|---------|--|-----------------------|-----------------------|------------------------|------------|------------|-------------------|-----------|------------------------|------------------|-----------------|----------------|-------------|------------------|------------------|------------------------|
|         |  |                       |                       |                        |            |            |                   |           |                        |                  |                 |                |             | Side Credit Rate | Side Yard Credit |                        |
| 1       | BLANCHARD,SCOTT A                                      | 1301 GARFIELD AVE     | 1301 GARFIELD AVE     | ALBERT LEA, MN 56007   | 342000800  |            |                   | 150.00    | 26.5                   | 150.00           |                 | \$ 32.24       | \$ 4,836.00 | \$ 11.28         | \$ (1,692.00)    | \$ 3,144.00            |
| 2       | PEARSON,JACQUELINE M ETAL, C/O VIOLA M MATSON          | 1302 FOOTHILLS BLVD   | 1302 FOOTHILLS BLVD   | ALBERT LEA, MN 56007   | 342000810  | 70.00      | 26.5              | 118.89    | 26.5                   | 118.89           | \$ 32.24        | \$ 32.24       | \$ 6,089.81 | \$ 11.28         | \$ (1,341.08)    | \$ 4,748.73            |
| 3       | ADAMS,SCOTT M & TRUDY M TRUST                          | 1306 FOOTHILLS BLVD   | 1306 FOOTHILLS BLVD   | ALBERT LEA, MN 56007   | 342000820  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 4       | ARNOLD,ROBIN A &, PATRICK T MCGAUGHEY                  | 1310 FOOTHILLS BLVD   | 56373 400TH AVE       | ZUMBRO FALLS, MN 55991 | 342000830  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 5       | MCGOWAN,ANDREW D                                       | 1314 FOOTHILLS BLVD   | 1314 FOOTHILLS BLVD   | ALBERT LEA, MN 56007   | 342000840  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 6       | JORGENSEN,SHERI L &, RICHARD D JORGENSEN               | 1318 FOOTHILLS BLVD   | 1318 FOOTHILLS BLVD   | ALBERT LEA, MN 56007   | 342000850  | 82.88      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,672.05 |                  |                  | \$ 2,672.05            |
| 7       | MADRIGAL,ADAM ERNEST LEIGH                             | 1322 FOOTHILLS BLVD   | 1322 FOOTHILLS BLVD   | ALBERT LEA, MN 56007   | 342000860  | 75.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,418.00 |                  |                  | \$ 2,418.00            |
| 8       | JENSEN,NANCY E   | 1326 FOOTHILLS BLVD   | 1326 FOOTHILLS BLVD   | ALBERT LEA, MN 56007   | 342000870  | 80.11      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,582.75 |                  |                  | \$ 2,582.75            |
| 9       | JOHNSON,JEFFREY ETAL                                   | 1330 FOOTHILLS BLVD   | 1330 FOOTHILLS BLVD   | ALBERT LEA, MN 56007   | 342000880  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 10      | ZEHNDER,JANET E  | 1402 FOOTHILL BLVD    | 1402 FOOTHILL BLVD    | ALBERT LEA, MN 56007   | 342000890  | 78.30      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,524.39 |                  |                  | \$ 2,524.39            |
| 11      | BRACKEY,ANTHONY C &, LORRAINE M BRACKEY                | 1112 CRESTVIEW RD     | 1112 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020150  | 89.74      | 26.5              | 101.70    | 26.5                   | 101.70           | \$ 32.24        | \$ 32.24       | \$ 6,172.03 | \$ 11.28         | \$ (1,147.18)    | \$ 5,024.85            |
| 12      | OLSON,BONNIE L   | 1118 CRESTVIEW RD     | 1118 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020160  | 89.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,869.36 |                  |                  | \$ 2,869.36            |
| 13      | DUGSTAD,MISTY  | 1122 CRESTVIEW RD     | 1122 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020170  | 88.97      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,868.39 |                  |                  | \$ 2,868.39            |
| 14      | MWEE,EH &, DOO WON THEIN                               | 1406 FOOTHILLS BLVD   | 1406 FOOTHILLS BLVD   | ALBERT LEA, MN 56007   | 342020190  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 15      | PATEL,VIPULKUMAR B &, JALPABEN PATEL                   | 1002 CRESTVIEW DR     | 1002 CRESTVIEW DR     | ALBERT LEA, MN 56007   | 342020250  | 87.45      | 26.5              | 105.00    | 29+                    | 105.00           | \$ 32.24        | \$ 33.09       | \$ 6,293.84 | \$ 11.58         | \$ (1,215.90)    | \$ 5,077.94            |
| 16      | SOUPIR,DOUGLAS &, JOYCE L SOUPIR                       | 1004 CRESTVIEW RD     | 1004 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020260  | 91.23      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,941.26 |                  |                  | \$ 2,941.26            |
| 17      | NELSON,LARRY C &, JEAN R NELSON                        | 1006 CRESTVIEW RD     | 1006 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020270  | 81.20      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,617.89 |                  |                  | \$ 2,617.89            |
| 18      | SCHATZ,NATHANIEL                                       | 1010 CRESTVIEW ROAD   | 1010 CRESTVIEW ROAD   | ALBERT LEA, MN 56007   | 342020280  | 81.20      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,617.89 |                  |                  | \$ 2,617.89            |
| 19      | OLSON,KAREN K  | 1014 CRESTVIEW RD     | 1014 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020290  | 89.79      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,894.83 |                  |                  | \$ 2,894.83            |
| 20      | JOHNSRUD,EUNICE S                                      | 1018 CRESTVIEW RD     | 1018 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020300  | 90.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,901.60 |                  |                  | \$ 2,901.60            |
| 21      | LUNNING,BRADLEY &, JANENE LYNN LUNNING                 | 1104 CRESTVIEW RD     | 1104 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020310  | 100.00     | 26.5              | 124.94    | 26.5                   | 124.94           | \$ 32.24        | \$ 32.24       | \$ 7,252.07 | \$ 11.28         | \$ (1,409.32)    | \$ 5,842.75            |
| 22      | MORE,MURRI J &, PAULA M MORE                           | 1001 SPICER RD        | 1001 SPICER RD        | ALBERT LEA, MN 56007   | 342020320  | 86.74      | 26.5              | 105.14    | 29+                    | 105.14           | \$ 32.24        | \$ 33.09       | \$ 6,275.58 | \$ 11.58         | \$ (1,217.52)    | \$ 5,058.06            |
| 23      | TOWNSEND,MARLENE MARGARET                              | 1005 SPICER RD        | 1005 SPICER RD        | ALBERT LEA, MN 56007   | 342020330  | 84.70      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,730.73 |                  |                  | \$ 2,730.73            |
| 24      | HAACK,KENNETH &, THELDA HAACK                          | 1009 SPICER RD        | 1009 SPICER RD        | ALBERT LEA, MN 56007   | 342020340  | 98.48      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 3,175.00 |                  |                  | \$ 3,175.00            |
| 25      | SHEA,CORY J &, MARIE A SHEA                            | 1013 SPICER RD        | 1013 SPICER RD        | ALBERT LEA, MN 56007   | 342020350  | 85.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,740.40 |                  |                  | \$ 2,740.40            |
| 26      | GILBERTSON,MELVIN C &, DAWN E GILBERTSON               | 1017 SPICER RD        | 1017 SPICER RD        | ALBERT LEA, MN 56007   | 342020360  | 85.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,740.40 |                  |                  | \$ 2,740.40            |
| 27      | KNUTSON,CARLA R ETAL                                   | 1401 FOOTHILLS BLVD   | 1401 FOOTHILLS BLVD   | ALBERT LEA, MN 56007   | 342020370  | 65.00      | 26.5              | 126.00    | 26.5                   | 126.00           | \$ 32.24        | \$ 32.24       | \$ 6,157.84 | \$ 11.28         | \$ (1,421.28)    | \$ 4,736.56            |
| 28      | NELSON,CHARLES D &, NORMA P NELSON                     | 1315 FOOTHILLS BLVD   | 1832 LAKEWOOD AVE     | ALBERT LEA, MN 56007   | 342020410  | 74.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,385.76 |                  |                  | \$ 2,385.76            |
| 29      | BRIGGER,GARY W &, CAROL F BRIGGER                      | 1311 FOOTHILLS BLVD   | 1311 FOOTHILLS BLVD   | ALBERT LEA, MN 56007   | 342020420  | 74.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,385.76 |                  |                  | \$ 2,385.76            |
| 30      | RASMUSSEN,GAIL F                                       | 1011 FAIRLANE TERRACE | 1011 FAIRLANE TERRACE | ALBERT LEA, MN 56007   | 342020430  | 72.43      | 26.5              | 147.50    | 29+                    | 147.50           | \$ 32.24        | \$ 33.09       | \$ 7,215.92 | \$ 11.58         | \$ (1,708.05)    | \$ 5,507.87            |
| 31      | PAW,WAH &, THONG THEE SAY                              | 1305 FOOTHILLS BLVD   | 1305 FOOTHILLS BLVD   | ALBERT LEA, MN 56007   | 342020440  | 74.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,385.76 |                  |                  | \$ 2,385.76            |
| 32      | SAGER,WILLIAM L  | 1234 FOOTHILLS CIR    | 1234 FOOTHILLS CIR    | ALBERT LEA, MN 56007   | 342020470  | 79.20      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,553.41 |                  |                  | \$ 2,553.41            |
| 33      | PRUDOEHL,WAYNE   | 1008 FAIRLANE TER     | 1008 FAIRLANE TER     | ALBERT LEA, MN 56007   | 342020520  |            |                   | 100.68    | 29+                    | 100.68           |                 | \$ 33.09       | \$ 3,331.50 | \$ 11.58         | \$ (1,165.87)    | \$ 2,165.63            |
| 34      | LANG,TRACE   | 1010 FAIRLANE TER     | 1010 FAIRLANE TER     | ALBERT LEA, MN 56007   | 342020530  |            |                   | 120.00    | 29+                    | 120.00           |                 | \$ 33.09       | \$ 3,970.80 | \$ 11.58         | \$ (1,389.60)    | \$ 2,581.20            |
| 35      | REICHL,TRAVIS S &, ANGELA K REICHL                     | 1006 FAIRLANE TERR    | 1006 FAIRLANE TERR    | ALBERT LEA, MN 56007   | 342020580  |            |                   | 134.18    | 29+                    | 134.18           |                 | \$ 33.09       | \$ 4,440.02 | \$ 11.58         | \$ (1,553.80)    | \$ 2,886.22            |
| 36      | BELLRICHARD,TREVOR W &, CHELSEY L BELLRICHARD          | 802 FAIRLANE TER      | 802 FAIRLANE TER      | ALBERT LEA, MN 56007   | 342020620  | 75.69      | 29+               |           |                        |                  | \$ 33.09        |                | \$ 2,504.58 |                  |                  | \$ 2,504.58            |
| 37      | LIEN,SAMANTHA  | 806 FAIRLAND TERRACE  | 806 FAIRLAND TERRACE  | ALBERT LEA, MN 56007   | 342020630  | 90.00      | 29+               |           |                        |                  | \$ 33.09        |                | \$ 2,978.10 |                  |                  | \$ 2,978.10            |
| 38      | THOMPSON,KRISTI A                                      | 810 FAIRLANE TER      | 810 FAIRLANE TER      | ALBERT LEA, MN 56007   | 342020640  | 90.00      | 29+               |           |                        |                  | \$ 33.09        |                | \$ 2,978.10 |                  |                  | \$ 2,978.10            |
| 39      | LAMBERT,JOHN E &, JULIE A LAMBERT                      | 906 FAIRLANE TER      | 906 FAIRLANE TER      | ALBERT LEA, MN 56007   | 342020650  | 110.00     | 29+               |           |                        |                  | \$ 33.09        |                | \$ 3,639.90 |                  |                  | \$ 3,639.90            |
| 40      | HUTCHINSON JR,ROBERT L &, KRISTLE M HUTCHINSON         | 1121 CRESTVIEW RD     | 1121 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020800  | 80.63      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,599.51 |                  |                  | \$ 2,599.51            |
| 41      | GARZA,AMANDA   | 1117 CRESTVIEW RD     | 1215 CEDAR AVE        | ALBERT LEA, MN 56007   | 342020810  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 42      | ACKERMAN,JOSEPH M                                      | 1113 CRESTVIEW RD     | 1113 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020820  | 75.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,418.00 |                  |                  | \$ 2,418.00            |
| 43      | ANDERSON,JEROME K &, DONNA J ANDERSON                  | 1109 CRESTVIEW RD     | 1109 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020830  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 44      | MATSON,AMBER ETAL                                      | 1105 CRESTVIEW RD     | 520 RAILROAD AVENUE   | ALBERT LEA, MN 56007   | 342020840  | 85.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,740.40 |                  |                  | \$ 2,740.40            |
| 45      | PAULSON,TAMRA K  | 1101 CRESTVIEW RD     | 1101 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020850  | 85.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,740.40 |                  |                  | \$ 2,740.40            |
| 46      | WOLFSKILL,JODY VALENTA &, TIMOTHY W WOLFSKILL          | 1017 CRESTVIEW RD     | 1017 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020860  | 85.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,740.40 |                  |                  | \$ 2,740.40            |
| 47      | MALEPSY,BRENDA K &, RHONDA A LOE                       | 1013 CRESTVIEW RD     | 1013 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020870  | 89.16      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,874.52 |                  |                  | \$ 2,874.52            |
| 48      | BRAGET,THERESA S                                       | 1009 CRESTVIEW RD     | 1009 CRESTVIEW RD     | ALBERT LEA, MN 56007   | 342020880  | 100.00     | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 3,224.00 |                  |                  | \$ 3,224.00            |
| 49      | GASCA,LUPE   | 1009 FAIRLANE TERR    | 1009 FAIRLANE TERR    | ALBERT LEA, MN 56007   | 342030010  | 104.93     | 29+               |           |                        |                  | \$ 33.09        |                | \$ 3,472.13 |                  |                  | \$ 3,472.13            |
| 50      | WILLIAM SCOTT SMITH IRR SNT, C/O MARY ANN SCRUTCHFIELD | 1007 FAIRLANE TER     | 1821 MICHAEL PL       | ALBERT LEA, MN 56007   | 342030020  | 71.97      | 29+               |           |                        |                  | \$ 33.09        |                | \$ 2,381.49 |                  |                  | \$ 2,381.49            |
| 51      | OVERGAARD,SCHAFFER M                                   | 1005 FAIRLANE TER     | 1005 FAIRLANE TER     | ALBERT LEA, MN 56007   | 342030030  | 88.00      | 29+               |           |                        |                  | \$ 33.09        |                | \$ 2,911.92 |                  |                  | \$ 2,911.92            |
| 52      | VIDAL,JOSE LUIS GARCIA &, CORINNA TURRUBIARTES-GARCIA  | 1003 FAIRLANE TERRACE | 1003 FAIRLANE TERRACE | ALBERT LEA, MN 56007   | 342030040  | 78.86      | 29+               | 131.75    | 26.5                   | 131.75           | \$ 33.09        | \$ 32.24       | \$ 6,857.10 | \$ 11.28         | \$ (1,486.14)    | \$ 5,370.96            |
| 53      | CASANOVA,CRAIG W &, JAN M CASANOVA                     | 1006 SPICER RD        | 1006 SPICER RD        | ALBERT LEA, MN 56007   | 342030050  | 86.49      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,788.44 |                  |                  | \$ 2,788.44            |
| 54      | LEE,JORDAN M   | 1008 SPICER RD        | 1008 SPICER RD        | ALBERT LEA, MN 56007   | 342030060  | 85.99      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,772.32 |                  |                  | \$ 2,772.32            |
| 55      | OLSON,WILLIAM M &, RITA A OLSON                        | 1010 SPICER RD        | 1010 SPICER RD        | ALBERT LEA, MN 56007   | 342030070  | 86.49      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,788.44 |                  |                  | \$ 2,788.44            |
| 56      | RIGGLE,TROY L TRUST                                    | 1014 SPICER RD        | 1014 SPICER RD        | ALBERT LEA, MN 56007   | 342030080  | 75.00      | 26.5              | 100.87    | 26.5                   | 100.87           | \$ 32.24        | \$ 32.24       | \$ 5,670.05 | \$ 11.28         | \$ (1,137.81)    | \$ 4,532.24            |



| Roll No | Owner                                      | Property Address      | Owner Address               | Owner City, State Zip | Parcel No. | Front Feet | Street Pave Width | Side Feet | Side Street Pave Width | Side Credit Feet | Front Feet Rate | Side Feet Rate | Assessment  | Side Credits     |                  | Total Final Assessment |
|---------|--|-----------------------|-----------------------------|-----------------------|------------|------------|-------------------|-----------|------------------------|------------------|-----------------|----------------|-------------|------------------|------------------|------------------------|
|         |  |                       |                             |                       |            |            |                   |           |                        |                  |                 |                |             | Side Credit Rate | Side Yard Credit |                        |
| 57      | OLSON,CHRISTOPHER L                        | 1319 FOOTHILLS BLVD   | 1319 FOOTHILLS BLVD         | ALBERT LEA, MN 56007  | 342030090  | 110.00     | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 3,546.40 |                  |                  | \$ 3,546.40            |
| 58      | FAITH BAPTIST CHURCH, OF ALBERT LEA        | 905 FAIRLANE TER      | 905 FAIRLANE TER            | ALBERT LEA, MN 56007  | 348020020  | 208.00     | 29+               |           |                        |                  | \$ 33.09        |                | \$ 6,882.72 |                  |                  | \$ 6,882.72            |
| 59      | KVENVOLD,CAROL H TRUST                     | 1114 FAIRLANE TER     | 1114 FAIRLANE TER           | ALBERT LEA, MN 56007  | 342000650  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 60      | WACHOLZ,ANTHONY LANE &, EMILY JEAN WACHOLZ | 1110 FAIRLANE TER     | 1110 FAIRLANE TER           | ALBERT LEA, MN 56007  | 342000660  | 70.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,256.80 |                  |                  | \$ 2,256.80            |
| 61      | DRESCHER,LON A                             | 1106 FAIRLANE TER     | 1106 FAIRLANE TER           | ALBERT LEA, MN 56007  | 342000670  | 69.72      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,247.77 |                  |                  | \$ 2,247.77            |
| 62      | GRAHAM,ROBERT A &, JUDITH M GRAHAM         | 1336 CRESTVIEW RD     | 1336 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342000010  | 75.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,418.00 |                  |                  | \$ 2,418.00            |
| 63      | BOYUM,TYLER S                              | 1330 CRESTVIEW RD     | 14576 772ND AVE             | ALBERT LEA, MN 56007  | 342000020  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 64      | MUNSON,VAN C &, LAURA A MUNSON             | 1328 CRESTVIEW RD     | 1328 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342000030  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 65      | VANBEEK,JENNIFER MAY &, TAVIS BOLINGER     | 1324 CRESTVIEW RD     | 1324 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342000040  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 66      | EHRHARD,JANE A, C/O JORETTA K EHRHARD      | 1320 CRESTVIEW RD     | 1320 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342000050  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 67      | LEE,LARRY O &, PATRICIA J LEE              | 1314 CRESTVIEW RD     | 1314 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342000060  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 68      | PETERSON,BELINDA J                         | 1310 CRESTVIEW RD     | 1310 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342000070  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 69      | GOODMANSON,SCOTT E &, ANN L GOODMANSON     | 1333 CRESTVIEW RD     | 1333 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342000150  | 90.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,901.60 |                  |                  | \$ 2,901.60            |
| 70      | FALK,KRYSTAL M                             | 1329 CRESTVIEW RD     | 1329 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342000160  | 95.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 3,062.80 |                  |                  | \$ 3,062.80            |
| 71      | SONNEK,DARREN &, DAWN L SORENSON-MEDINA    | 1325 CRESTVIEW ROAD   | 1325 CRESTVIEW ROAD         | ALBERT LEA, MN 56007  | 342000170  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 72      | LEESCH,TRENT D &, AMY J LEESCH             | 1321 CRESTVIEW RD     | 1321 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342000180  | 100.00     | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 3,224.00 |                  |                  | \$ 3,224.00            |
| 73      | BERGERSON,SARA K &, EMMA S STENSrud        | 1319 CRESTVIEW RD     | 1319 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342000190  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 74      | SORENSON,LON &, ROBERTA D DECRANS          | 1313 CRESTVIEW RD     | 1313 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342000200  | 90.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,901.60 |                  |                  | \$ 2,901.60            |
| 75      | GORTON,TRENTON T &, APRYL L GORTON         | 1311 CRESTVIEW RD     | 1311 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342000210  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 76      | KROMMINGA,WAYNE A &, JANET L KROMMINGA     | 1309 CRESTVIEW RD     | 1309 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342000220  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 77      | BICHOK,NYIBOL M                            | 1315 FAIRLANE TERRACE | 1315 FAIRLANE TERRACE       | ALBERT LEA, MN 56007  | 342000230  | 114.31     | 26.5              | 139.64    | 26.5                   | 139.64           | \$ 32.24        | \$ 32.24       | \$ 8,187.34 | \$ 11.28         | \$ (1,575.14)    | \$ 6,612.20            |
| 78      | ATTIG,MARK A                               | 1311 FAIRLANE TERRACE | 7308 181ST ST               | ALBERT LEA, MN 56007  | 342000240  | 130.00     | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 4,191.20 |                  |                  | \$ 4,191.20            |
| 79      | ALBERT LEA HOMES 4 RENT LLC                | 1310 BRIARWOOD DR     | 1012 CATO DR                | ALBERT LEA, MN 56007  | 342000250  | 105.00     | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 3,385.20 |                  |                  | \$ 3,385.20            |
| 80      | TERRA NORTH LLC                            | 1314 BRIARWOOD DR     | 2637 WASHINGTON BLVD N #207 | NORTH OGDEN, UT 84414 | 342000260  | 90.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,901.60 |                  |                  | \$ 2,901.60            |
| 81      | DAHLEN,RICHARD D &, ELIZABETH J DAHLEN     | 1320 BRIARWOOD DR     | 1320 BRIARWOOD DR           | ALBERT LEA, MN 56007  | 342000270  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 82      | MUNDEN,DONALD &, MELODY A MUNDEN           | 1324 BRIARWOOD DR     | 1324 BRIARWOOD DR           | ALBERT LEA, MN 56007  | 342000280  | 75.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,418.00 |                  |                  | \$ 2,418.00            |
| 83      | BARTZ,JULIE JEAN                           | 1328 BRIARWOOD DR     | 1328 BRIARWOOD DR           | ALBERT LEA, MN 56007  | 342000290  | 75.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,418.00 |                  |                  | \$ 2,418.00            |
| 84      | THOMPSON,JASON D                           | 1330 BRIARWOOD DR     | 1330 BRIARWOOD DR           | ALBERT LEA, MN 56007  | 342000300  | 75.50      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,434.12 |                  |                  | \$ 2,434.12            |
| 85      | MILLER,CLINT N &, HOLLY D MILLER           | 1336 BRIARWOOD DR     | 1336 BRIARWOOD DR           | ALBERT LEA, MN 56007  | 342000310  | 85.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,740.40 |                  |                  | \$ 2,740.40            |
| 86      | THOMPSON,PAUL D                            | 1340 BRIARWOOD DR     | 1340 BRIARWOOD DR           | ALBERT LEA, MN 56007  | 342000320  | 90.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,901.60 |                  |                  | \$ 2,901.60            |
| 87      | HTOO,THAW &, DEE SAY                       | 1344 BRIARWOOD DR     | 1344 BRIARWOOD DR           | ALBERT LEA, MN 56007  | 342000330  |            |                   | 109.93    | 26.5                   | 109.93           | \$ 32.24        | \$ 32.24       | \$ 3,544.14 | \$ 11.28         | \$ (1,240.01)    | \$ 2,304.13            |
| 88      | STALOCH,JOSEPH                             | 1335 BRIARWOOD DR     | 1335 BRIARWOOD DR           | ALBERT LEA, MN 56007  | 342000410  | 125.00     | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 4,030.00 |                  |                  | \$ 4,030.00            |
| 89      | TONDER,P L &, JULIA TONDER                 | 1331 BRIARWOOD DR     | 1331 BRIARWOOD DR           | ALBERT LEA, MN 56007  | 342000420  | 115.00     | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 3,707.60 |                  |                  | \$ 3,707.60            |
| 90      | OLSON,TRAVIS L                             | 1327 BRIARWOOD DR     | 1327 BRIARWOOD DR           | ALBERT LEA, MN 56007  | 342000430  | 79.20      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,553.41 |                  |                  | \$ 2,553.41            |
| 91      | HENDLEY,TIMOTHY A &, DENISE M HENDLEY      | 1323 BRIARWOOD DR     | 1323 BRIARWOOD DR           | ALBERT LEA, MN 56007  | 342000440  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 92      | MAE,SAW KEI &, DOH DOH                     | 1319 BRIARWOOD DR     | 1319 BRIARWOOD DR           | ALBERT LEA, MN 56007  | 342000450  | 40.23      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 1,297.02 |                  |                  | \$ 1,297.02            |
| 93      | WOLF,SCOTT M &, SHELLY M WOLF              | 1315 BRIARWOOD DR     | 1315 BRIARWOOD DR           | ALBERT LEA, MN 56007  | 342000460  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 94      | RAFFAELE,JASON &, JOANNE RAFFAELE          | 1309 FAIRLANE TER     | 1309 FAIRLANE TER           | ALBERT LEA, MN 56007  | 342000470  | 69.02      | 26.5              | 148.80    | 26.5                   | 148.80           | \$ 32.24        | \$ 32.24       | \$ 7,022.51 | \$ 11.28         | \$ (1,678.46)    | \$ 5,344.05            |
| 95      | LI,FERNANDO P &, LI J NUAN                 | 1303 FAIRLANE TERRACE | 1113 EASTGATE RD            | ALBERT LEA, MN 56007  | 342000480  | 105.00     | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 3,385.20 |                  |                  | \$ 3,385.20            |
| 96      | JOHNSON,TERRY L &, DANIELLE E JOHNSON      | 1213 FAIRLANE TERR    | 1213 FAIRLANE TERR          | ALBERT LEA, MN 56007  | 342000490  | 90.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,901.60 |                  |                  | \$ 2,901.60            |
| 97      | PETERSON,ROBERT C                          | 1209 FAIRLANE TER     | 1209 FAIRLANE TER           | ALBERT LEA, MN 56007  | 342000500  | 90.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,901.60 |                  |                  | \$ 2,901.60            |
| 98      | BALL,JOHN &, TRACEY BALL                   | 1302 GARFIELD AVE     | 1302 GARFIELD AVE           | ALBERT LEA, MN 56007  | 342000510  | 115.00     | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 3,707.60 |                  |                  | \$ 3,707.60            |
| 99      | HALL,JUDITH R                              | 1326 GARFIELD AVE     | 1326 GARFIELD AVE           | ALBERT LEA, MN 56007  | 342000570  |            |                   | 132.16    | 26.5                   | 132.16           | \$ 32.24        | \$ 32.24       | \$ 4,260.84 | \$ 11.28         | \$ (1,490.76)    | \$ 2,770.08            |
| 100     | SIMONSON,LAWRENCE D &, FERN F SIMONSON     | 1306 CRESTVIEW RD     | 1306 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342010010  | 71.25      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,297.10 |                  |                  | \$ 2,297.10            |
| 101     | WILLABY,DIANE D                            | 1304 CRESTVIEW RD     | 1304 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342010020  | 72.17      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,326.76 |                  |                  | \$ 2,326.76            |
| 102     | PETERSEN,AMIE                              | 1302 CRESTVIEW RD     | 1302 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342010030  | 72.17      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,326.76 |                  |                  | \$ 2,326.76            |
| 103     | HTOO,KLEH                                  | 1344 CRESTVIEW RD     | 1344 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342020010  | 71.52      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,305.80 |                  |                  | \$ 2,305.80            |
| 104     | CASTERSON,BROCKTON &, CARA M CASTERTON     | 1340 CRESTVIEW RD     | 1340 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342020020  | 75.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,418.00 |                  |                  | \$ 2,418.00            |
| 105     | NELSON,DAVID K &, KELLI J SCHINDLER-NELSON | 1412 GARFIELD AVE     | 1412 GARFIELD AVE           | ALBERT LEA, MN 56007  | 342020060  |            |                   | 140.60    | 26.5                   | 140.60           | \$ 32.24        | \$ 32.24       | \$ 4,532.94 | \$ 11.28         | \$ (1,585.97)    | \$ 2,946.97            |
| 106     | SERRANO,ARTHUR M                           | 1413 CRESTVIEW RD     | 1413 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342020070  | 80.05      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,580.81 |                  |                  | \$ 2,580.81            |
| 107     | DOYLE,MICHAEL P                            | 1409 CRESTVIEW RD     | 1409 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342020080  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 108     | ANDERSEN,PAUL C &, DENISE R ANDERSEN       | 1405 CRESTVIEW DR     | 1405 CRESTVIEW DR           | ALBERT LEA, MN 56007  | 342020090  | 82.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,643.68 |                  |                  | \$ 2,643.68            |
| 109     | LIGHTHIZER,JACOB                           | 1401 CRESTVIEW RD     | 1401 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342020100  | 87.85      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,832.28 |                  |                  | \$ 2,832.28            |
| 110     | ERICKSON,WADE K &, KAREN J ERICKSON        | 1422 CRESTVIEW RD     | 1422 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342020910  | 80.87      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,607.25 |                  |                  | \$ 2,607.25            |
| 111     | KALIS,JOHN H &, DIANA H TR                 | 1418 CRESTVIEW RD     | 1418 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342020920  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20 |                  |                  | \$ 2,579.20            |
| 112     | HOGFOSS,RONALD ARTHUR JR                   | 1414 CRESTVIEW RD     | 1414 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342020930  | 88.84      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,864.20 |                  |                  | \$ 2,864.20            |
| 113     | BEYER,TIM E &, LINDA L BEYER               | 1410 CRESTVIEW RD     | 1410 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342020940  | 85.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,740.40 |                  |                  | \$ 2,740.40            |
| 114     | RIPPENTROP,LISA M                          | 1406 CRESTVIEW RD     | 1406 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342020950  | 85.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,740.40 |                  |                  | \$ 2,740.40            |
| 115     | BENNETT,CORY M                             | 1402 CRESTVIEW RD     | 1402 CRESTVIEW RD           | ALBERT LEA, MN 56007  | 342020960  | 83.18      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,681.72 |                  |                  | \$ 2,681.72            |
| 116     | O'BYRNE,HUGH ETAL                          | 1304 FAIRLANE TERRACE | 72897 220TH ST              | ALBERT LEA, MN 56007  | 342010090  | 25.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 806.00   |                  |                  | \$ 806.00              |
| 117     | AMUNDSON,LARRY D, JOANNE L SCHULTHEIS      | 1209 COLUMBUS AVE     | 1209 COLUMBUS AVE           | ALBERT LEA, MN 56007  | 342070030  | 57.35      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 1,848.96 |                  |                  | \$ 1,848.96            |
| 118     | HABLE,CHRISTOPHER WILLIAM                  | 1307 COLUMBUS AVE     | 1307 COLUMBUS AVE           | ALBERT LEA, MN 56007  | 342070040  | 61.27      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 1,975.34 |                  |                  | \$ 1,975.34            |
| 119     | KETEMA,KIFLE &, NATSANET CHUKALA           | 1311 COLUMBUS AVENUE  | 1311 COLUMBUS AVENUE        | ALBERT LEA, MN 56007  | 342070050  | 81.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,611.44 |                  |                  | \$ 2,611.44            |
| 120     | BERTRAND,MATTHEW J &, TERI L BERTRAND      | 1315 COLUMBUS AVENUE  | 1315 COLUMBUS AVENUE        | ALBERT LEA, MN 56007  | 342070060  | 81.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,611.44 |                  |                  | \$ 2,611.44            |
| 121     | THOMPSON,PARKER D                          | 1205 COLUMBUS AVE     | 1205 COLUMBUS AVE           | ALBERT LEA, MN 56007  | 342080010  | 75.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,418.00 |                  |                  | \$ 2,418.00            |
| 122     | LARSON,JAMES C &, SUSAN K TRUST            | 1201 COLUMBUS AVE     | 519 RAYMOND AVE             | ALBERT LEA, MN 56007  | 342080020  | 64.15      | 26.5              | 106.58    | 26.5                   | 106.58           | \$ 32.24        | \$ 32.24       | \$ 5,504.34 | \$ 11.28         | \$ (1,202.22)    | \$ 4,302.12            |
| 123     | JERDEE,JULIEN J                            | 1203 LEVISON ST       | 1203 LEVISON ST             | ALBERT LEA, MN 56007  | 342090040  |            |                   | 122.50    | 26.5                   | 122.50           | \$ 32.24        | \$ 32.24       | \$ 3,949.40 | \$ 11.28         | \$ (1,381.80)    | \$ 2,567.60            |

| Roll No        | Owner   | Property Address      | Owner Address          | Owner City, State Zip | Parcel No. | Front Feet | Street Pave Width | Side Feet | Side Street Pave Width | Side Credit Feet | Front Feet Rate | Side Feet Rate | Assessment    | Side Credits     |                  | Total Final Assessment |
|----------------|---|-----------------------|------------------------|-----------------------|------------|------------|-------------------|-----------|------------------------|------------------|-----------------|----------------|---------------|------------------|------------------|------------------------|
|                |   |                       |                        |                       |            |            |                   |           |                        |                  |                 |                |               | Side Credit Rate | Side Yard Credit |                        |
| 124            | MONTEI,GENEVIEVE I  | 1213 KENT AVE         | 1213 KENT AVE          | ALBERT LEA, MN 56007  | 342090050  | 70.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,256.80   |                  |                  | \$ 2,256.80            |
| 125            | WESTLAND,THOMAS E &, SUSAN K WESTLAND                     | 1209 KENT AVE         | 1209 KENT AVE          | ALBERT LEA, MN 56007  | 342090060  | 74.50      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,401.88   |                  |                  | \$ 2,401.88            |
| 126            | SWENSON,BLAINE  | 1205 KENT AVE         | 1205 KENT AVE          | ALBERT LEA, MN 56007  | 342090070  | 74.50      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,401.88   |                  |                  | \$ 2,401.88            |
| 127            | JOHNSON,PAUL  | 1205 LEVISON ST       | 1205 LEVISON ST        | ALBERT LEA, MN 56007  | 342090080  | 74.33      | 26.5              | 122.50    | 26.5                   | 122.50           | \$ 32.24        | \$ 32.24       | \$ 6,345.80   | \$ 11.28         | \$ (1,381.80)    | \$ 4,964.00            |
| 128            | BELLRICHARD,JASON D                                       | 1212 KENT AVE         | 1212 KENT AVE          | ALBERT LEA, MN 56007  | 342090090  | 70.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,256.80   |                  |                  | \$ 2,256.80            |
| 129            | GEHLING,GERALD R & MARIAN A TR                            | 1208 KENT AVE         | 1208 KENT AVE          | ALBERT LEA, MN 56007  | 342090100  | 74.50      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,401.88   |                  |                  | \$ 2,401.88            |
| 130            | SZYMANOWSKI,JOHN R  | 1303 LEVISON ST       | 1303 LEVISON ST        | ALBERT LEA, MN 56007  | 342090110  | 74.15      | 26.5              | 109.70    | 26.5                   | 109.70           | \$ 32.24        | \$ 32.24       | \$ 5,927.33   | \$ 11.28         | \$ (1,237.42)    | \$ 4,689.91            |
| 131            | OST,MILTON F  | 1204 KENT AVE         | 1204 KENT AVE          | ALBERT LEA, MN 56007  | 342090230  | 74.50      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,401.88   |                  |                  | \$ 2,401.88            |
| 132            | SCHILTZ,TERESA A TRUST                                    | 1319 COLUMBUS AVE     | 1319 COLUMBUS AVE      | ALBERT LEA, MN 56007  | 342360010  | 89.40      | 26.5              | 108.81    | 26.5                   | 108.81           | \$ 32.24        | \$ 32.24       | \$ 6,390.29   | \$ 11.28         | \$ (1,227.38)    | \$ 5,162.91            |
| 133            | KUNKEL,ALEXANDER T  | 1300 CRESTVIEW RD     | 1300 CRESTVIEW RD      | ALBERT LEA, MN 56007  | 342360090  | 67.50      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,176.20   |                  |                  | \$ 2,176.20            |
| 134            | KUNKEL,ALEXANDER T  | 1300 CRESTVIEW RD     | 1300 CRESTVIEW RD      | ALBERT LEA, MN 56007  | 342360100  | 67.30      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,169.75   |                  |                  | \$ 2,169.75            |
| 135            | O'BYRNE,HUGH ETAL   | 1304 FAIRLANE TERRACE | 72897 220TH ST         | ALBERT LEA, MN 56007  | 342000080  | 80.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,579.20   |                  |                  | \$ 2,579.20            |
| 136            | BRACKEY,DAVID A   | 1302 FAIRLANE TER     | 1302 FAIRLANE TER      | ALBERT LEA, MN 56007  | 342000100  | 100.00     | 26.5              | 120.00    | 26.5                   | 120.00           | \$ 32.24        | \$ 32.24       | \$ 7,092.80   | \$ 11.28         | \$ (1,353.60)    | \$ 5,739.20            |
| 137            | SAVAGE,ASHLEY KATE &, KJIRSTEN LYNN SAVAGE                | 1210 FAIRLANE TERRACE | 1210 FAIRLANE TERRACE  | ALBERT LEA, MN 56007  | 342000580  | 82.00      | 26.5              | 120.00    | 26.5                   | 120.00           | \$ 32.24        | \$ 32.24       | \$ 6,512.48   | \$ 11.28         | \$ (1,353.60)    | \$ 5,158.88            |
| 138            | HABANA,NOAH E, LISBETH MAGDALENO-GARCIA                   | 1206 FAIRLANE TERRACE | 1206 FAIRLANE TERRACE  | ALBERT LEA, MN 56007  | 342000590  | 76.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,450.24   |                  |                  | \$ 2,450.24            |
| 139            | PHELPS,ROBIN L  | 1208 GARFIELD AVE     | 1208 GARFIELD AVE      | ALBERT LEA, MN 56007  | 342000600  | 82.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,643.68   |                  |                  | \$ 2,643.68            |
| 140            | KUNKEL,ALEXANDER T  | 1300 CRESTVIEW RD     | 1300 CRESTVIEW RD      | ALBERT LEA, MN 56007  | 342010040  | 72.90      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,350.30   |                  |                  | \$ 2,350.30            |
| 141            | NELSEN,EUGENE R &, LINDA K NELSEN                         | 1316 FAIRLANE TER     | 1316 FAIRLANE TER      | ALBERT LEA, MN 56007  | 342010050  | 89.12      | 26.5              | 122.10    | 26.5                   | 122.10           | \$ 32.24        | \$ 32.24       | \$ 6,809.73   | \$ 11.28         | \$ (1,377.29)    | \$ 5,432.44            |
| 142            | HAMMER,ROBIN MARIE  | 1314 FAIRLANE TER     | 1314 FAIRLANE TER      | ALBERT LEA, MN 56007  | 342010060  | 71.23      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,296.46   |                  |                  | \$ 2,296.46            |
| 143            | SCHIPPER PROPERTIES LLC                                   | 1312 FAIRLANE TERRACE | 73841 180TH ST         | ALBERT LEA, MN 56007  | 342010070  | 89.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,869.36   |                  |                  | \$ 2,869.36            |
| 144            | HOISETH,JAMES W   | 1308 FAIRLANE TER     | 1308 FAIRLANE TER      | ALBERT LEA, MN 56007  | 342010080  | 30.70      | 26.5              | 79.52     | 26.5                   | 79.52            | \$ 32.24        | \$ 32.24       | \$ 3,553.49   | \$ 11.28         | \$ (896.99)      | \$ 2,656.50            |
| 145            | JOHNSON,GAYLEN M  | 1309 HAWTHORNE ST E   | 1309 HAWTHORNE ST E    | ALBERT LEA, MN 56007  | 342070010  | 90.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,901.60   |                  |                  | \$ 2,901.60            |
| 146            | TLAMKA,TRACY A  | 1105 COLUMBUS AVE     | 1105 COLUMBUS AVE      | ALBERT LEA, MN 56007  | 342070020  | 86.28      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,781.67   |                  |                  | \$ 2,781.67            |
| 147            | FARRIS,AARON &, CAROL FARRIS                              | 1314 COLUMBUS AVE     | 1314 COLUMBUS AVE      | ALBERT LEA, MN 56007  | 342070070  | 75.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,418.00   |                  |                  | \$ 2,418.00            |
| 148            | STADHEIM,RUTH   | 1405 LEVISON ST       | 1405 LEVISON ST        | ALBERT LEA, MN 56007  | 342070080  | 75.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,418.00   |                  |                  | \$ 2,418.00            |
| 149            | BREMER FAMILY IREVOCABLE TRUST, C/O SIDNE & AUDREY BREMER | 1208 COLUMBUS AVE     | 1208 COLUMBUS AVE      | ALBERT LEA, MN 56007  | 342070090  | 70.00      | 26.5              | 107.07    | 26.5                   | 107.07           | \$ 32.24        | \$ 32.24       | \$ 5,708.74   | \$ 11.28         | \$ (1,207.75)    | \$ 4,500.99            |
| 150            | SLETTEN,KARTER E &, NATALIE J AASETH                      | 1204 COLUMBUS AVE     | 1204 COLUMBUS AVE      | ALBERT LEA, MN 56007  | 342070100  | 70.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,256.80   |                  |                  | \$ 2,256.80            |
| 151            | ALBERT LEA HOMES 4 RENT LLC                               | 1200 COLUMBUS AVE     | 1012 CATO DR           | ALBERT LEA, MN 56007  | 342070110  | 67.77      | 26.5              | 78.72     | 26.5                   | 78.72            | \$ 32.24        | \$ 32.24       | \$ 4,722.83   | \$ 11.28         | \$ (887.96)      | \$ 3,834.87            |
| 152            | HARMDIERKS,JOSHUA D                                       | 1112 COLUMBUS AVE     | 1526 ELM ST            | ALBERT LEA, MN 56007  | 342070120  | 60.45      | 26.5              | 150.00    | 26.5                   | 150.00           | \$ 32.24        | \$ 32.24       | \$ 6,784.91   | \$ 11.28         | \$ (1,692.00)    | \$ 5,092.91            |
| 153            | FLATTUM,CORY R  | 1113 COLUMBUS AVE     | 1113 COLUMBUS AVE      | ALBERT LEA, MN 56007  | 342080030  | 55.38      | 26.5              | 113.83    | 26.5                   | 113.83           | \$ 32.24        | \$ 32.24       | \$ 5,455.33   | \$ 11.28         | \$ (1,284.00)    | \$ 4,171.33            |
| 154            | KOLKER,DANIEL L   | 1109 COLUMBUS AVE     | 435 GARDEN RD          | ALBERT LEA, MN 56007  | 342080040  | 60.71      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 1,957.29   |                  |                  | \$ 1,957.29            |
| 155            | ANDERSON,JANICE E   | 1202 LEVISON ST       | 1202 LEVISON ST        | ALBERT LEA, MN 56007  | 342090120  |            |                   | 90.59     | 26.5                   | 90.59            |                 | \$ 32.24       | \$ 2,920.62   | \$ 11.28         | \$ (1,021.86)    | \$ 1,898.76            |
| 156            | GILBERTSON,MARVIN &, MARJORIE GILBERTSON                  | 1206 LEVISON ST       | 1206 LEVISON ST        | ALBERT LEA, MN 56007  | 342090140  | 90.59      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,920.62   |                  |                  | \$ 2,920.62            |
| 157            | GILBERTSON,CHAD A &, BRIELLE J GILBERTSON                 | 1210 LEVISON ST       | 1210 LEVISON ST        | ALBERT LEA, MN 56007  | 342090150  | 90.59      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,920.62   |                  |                  | \$ 2,920.62            |
| 158            | KUBIATOWICZ,DILLON M                                      | 1302 LEVISON ST       | 1302 LEVISON ST        | ALBERT LEA, MN 56007  | 342090160  | 66.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,127.84   |                  |                  | \$ 2,127.84            |
| 159            | DOH,KYAW  | 1306 LEVISON ST       | 1306 LEVISON ST        | ALBERT LEA, MN 56007  | 342090170  | 67.16      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,165.24   |                  |                  | \$ 2,165.24            |
| 160            | BENSON,SALLY J  | 1110 COLUMBUS AVE     | 1110 COLUMBUS AVE      | ALBERT LEA, MN 56007  | 342100220  | 60.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 1,934.40   |                  |                  | \$ 1,934.40            |
| 161            | HERFENDAL,ERIN M  | 1108 COLUMBUS AVE     | 1108 COLUMBUS AVE      | ALBERT LEA, MN 56007  | 342100230  | 55.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 1,773.20   |                  |                  | \$ 1,773.20            |
| 162            | SODERQUIST,CURTIS S                                       | 1401 HAWTHORNE ST E   | 1401 HAWTHORNE ST E    | ALBERT LEA, MN 56007  | 342100240  | 65.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,095.60   |                  |                  | \$ 2,095.60            |
| 163            | GRIFFITH,DOUGLAS H &, MELISSA A GRIFFITH                  | 1209 CRESTVIEW RD     | 1209 CRESTVIEW RD      | ALBERT LEA, MN 56007  | 342360020  | 73.30      | 26.5              | 108.81    | 26.5                   | 108.81           | \$ 32.24        | \$ 32.24       | \$ 5,871.22   | \$ 11.28         | \$ (1,227.38)    | \$ 4,643.84            |
| 164            | MOORE,ROBIN M &, TIMMOTHY MOORE                           | 1205 CRESTVIEW RD     | 1205 CRESTVIEW RD      | ALBERT LEA, MN 56007  | 342360030  | 72.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,321.28   |                  |                  | \$ 2,321.28            |
| 165            | STROTHMAN REVOCABLE TRUST                                 | 1409 LEVISON ST       | 1409 LEVISON ST        | ALBERT LEA, MN 56007  | 342360040  | 72.00      | 26.5              | 108.81    | 26.5                   | 108.81           | \$ 32.24        | \$ 32.24       | \$ 5,829.31   | \$ 11.28         | \$ (1,227.38)    | \$ 4,601.93            |
| 166            | CARLSON,MARY  | 1200 CRESTVIEW RD     | 1200 CRESTVIEW RD      | ALBERT LEA, MN 56007  | 342360050  | 60.78      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 1,959.55   |                  |                  | \$ 1,959.55            |
| 167            | SAUER,ERIN  | 1204 CRESTVIEW RD     | 1204 CRESTVIEW RD      | ALBERT LEA, MN 56007  | 342360060  | 68.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,192.32   |                  |                  | \$ 2,192.32            |
| 168            | PRESTHOLT PROPERTIES INC                                  | 1208 CRESTVIEW RD     | 3822 QUAIL AVE         | MANLY, IA 50456       | 342360070  | 68.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,192.32   |                  |                  | \$ 2,192.32            |
| 169            | WILDER,MARVIN L   | 1212 CRESTVIEW RD     | 1212 CRESTVIEW RD      | ALBERT LEA, MN 56007  | 342360080  | 68.00      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,192.32   |                  |                  | \$ 2,192.32            |
| 170            | WOITAS,RONALD J &, SHIRLEY ANN WOITAS                     | 1408 LEVISON ST       | 1408 LEVISON ST        | ALBERT LEA, MN 56007  | 342360110  | 78.50      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,530.84   |                  |                  | \$ 2,530.84            |
| 171            | SAY,DEE &, NEE DOH SAY                                    | 1410 LEVISON ST       | 1410 LEVISON ST        | ALBERT LEA, MN 56007  | 342360120  | 69.05      | 26.5              |           |                        |                  | \$ 32.24        |                | \$ 2,226.17   |                  |                  | \$ 2,226.17            |
| 172            | ENG,TOM N &, SHARON L ENG                                 | 910 FAIRLANE TER      | 910 FAIRLANE TER       | ALBERT LEA, MN 56007  | 342020660  | 115.00     | 29+               | 150.00    | Spicer                 | 150.00           | \$ 33.09        | \$ 98.43       | \$ 18,569.85  | \$ 34.45         | \$ (5,167.50)    | \$ 13,402.35           |
| 173            | HERNANDEZ,ANDREW  | 1004 FAIRLANE TERRACE | 1004 FAIRLANE TERRACE  | ALBERT LEA, MN 56007  | 342020560  | 57.10      | Spicer            | 141.75    | 29+                    | 141.75           | \$ 98.43        | \$ 33.09       | \$ 10,310.86  | \$ 11.58         | \$ (1,641.47)    | \$ 8,669.39            |
| 174            | NELSON,SARAH J &, DEREK D NELSON                          | 909 SPICER RD         | 909 SPICER RD          | ALBERT LEA, MN 56007  | 342160010  | 150.00     | Spicer            |           |                        |                  | \$ 98.43        |                | \$ 14,764.50  |                  |                  | \$ 14,764.50           |
| 175            | DAMEROW,KENNETH D &, DIANE F DAMEROW                      | 905 SPICER RD         | 905 SPICER RD          | ALBERT LEA, MN 56007  | 342160020  | 65.21      | Spicer            |           |                        |                  | \$ 98.43        |                | \$ 6,418.62   |                  |                  | \$ 6,418.62            |
| 176            | EGGEBRAATEN,NOAH R &, WENDY R EGGEBRAATEN                 | 901 SPICER RD         | 901 SPICER RD          | ALBERT LEA, MN 56007  | 342160050  | 40.00      | Spicer            |           |                        |                  | \$ 98.43        |                | \$ 3,937.20   |                  |                  | \$ 3,937.20            |
| 177            | OFSTEDAL FAMILY LIVING TRUST                              | 902 SPICER RD         | 902 SPICER RD          | ALBERT LEA, MN 56007  | 342160060  | 61.20      | Spicer            |           |                        |                  | \$ 98.43        |                | \$ 6,023.92   |                  |                  | \$ 6,023.92            |
| 178            | SCHREIBER,BENJAMIN SCOTT &, KRISTIN K SCHREIBER           | 906 SPICER RD         | 906 SPICER RD          | ALBERT LEA, MN 56007  | 342160070  | 70.00      | Spicer            |           |                        |                  | \$ 98.43        |                | \$ 6,890.10   |                  |                  | \$ 6,890.10            |
| 179            | CASTERON,ALAN   | 910 SPICER RD         | 910 SPICER RD          | ALBERT LEA, MN 56007  | 342160080  | 65.00      | Spicer            |           |                        |                  | \$ 98.43        |                | \$ 6,397.95   |                  |                  | \$ 6,397.95            |
| 180            | KIRSCH,THOMAS A &, CAROLYN KIRSCH                         | 914 SPICER RD         | 914 SPICER RD          | ALBERT LEA, MN 56007  | 342160090  | 65.00      | Spicer            |           |                        |                  | \$ 98.43        |                | \$ 6,397.95   |                  |                  | \$ 6,397.95            |
| 181            | MAYER,NICOLE E, KEVIN J FREEMAN                           | 918 SPICER ROAD       | 918 SPICER ROAD        | ALBERT LEA, MN 56007  | 342160100  | 80.00      | Spicer            |           |                        |                  | \$ 98.43        |                | \$ 7,874.40   |                  |                  | \$ 7,874.40            |
| 182            | FOLIE,PAUL D &, KATHERINE FOLIE                           | 922 SPICER RD         | 922 SPICER RD          | ALBERT LEA, MN 56007  | 342160110  | 80.00      | Spicer            |           |                        |                  | \$ 98.43        |                | \$ 7,874.40   |                  |                  | \$ 7,874.40            |
| 183            | ABREGO,PATRICIA M ETAL                                    | 2313 HAMMER RD        | 2313 HAMMER RD         | ALBERT LEA, MN 56007  | 343530050  |            |                   | 150.00    | Hammer                 | 150.00           |                 | \$ 51.44       | \$ 7,716.00   | \$ 18.00         | \$ (2,700.00)    | \$ 5,016.00            |
| 184            | SORENSEN,RICHARD R &, JULIE M SORENSEN                    | 2360 BECKER DR        | P O BOX 246            | ALBERT LEA, MN 56007  | 343190040  | 330.17     | Hammer            |           |                        |                  | \$ 51.44        |                | \$ 16,983.94  |                  |                  | \$ 16,983.94           |
| 185            | COUNTY OF FREEBORN, COURT HOUSE                           | 2020 PIONEER TRAIL    | 411 BROADWAY AVE S     | ALBERT LEA, MN 56007  | 343190060  |            |                   | 388.94    | Hammer                 | 388.94           |                 | \$ 51.44       | \$ 20,007.07  | \$ 18.00         | \$ (7,000.92)    | \$ 13,006.15           |
| 186            | WESTERN PETROLEUM COMPANY, C/O TIMOTHY KUBICEK            | 2460 HAMMER RD        | 605 HWY 169 N STE 1100 | PLYMOUTH, MN 55441    | 343190100  | 108.00     | Hammer            |           |                        |                  | \$ 51.44        |                | \$ 5,555.52   |                  |                  | \$ 5,555.52            |
| <b>Totals:</b> |   |                       |                        |                       |            | 14,397.15  |                   | 4,838.01  |                        | 4,838.01         |                 |                | \$ 698,985.28 |                  | \$ (61,926.21)   | \$ 637,059.07          |

| Roll No | Owner | Property Address | Owner Address | Owner City, State Zip | Parcel No. | Front Feet | Street Pave Width | Side Feet | Side Street Pave Width | Side Credit Feet | Front Feet Rate | Side Feet Rate | Assessment | Side Credits     |                  | Total Final Assessment |
|---------|-------|------------------|---------------|-----------------------|------------|------------|-------------------|-----------|------------------------|------------------|-----------------|----------------|------------|------------------|------------------|------------------------|
|         |       |                  |               |                       |            |            |                   |           |                        |                  |                 |                |            | Side Credit Rate | Side Yard Credit |                        |

|                                  |                                  |                                  |                                  |
|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Final Assessments (Overlay Area) | Final Assessments (Hammer Rd)    | Final Assessments (Spicer Rd)    | Final Assessments (Overall)      |
| Average Assessment: \$ 2,969.86  | Average Assessment: \$ 10,140.40 | Average Assessment: \$ 8,059.16  | Average Assessment: \$ 3,425.05  |
| Median Assessment: \$ 2,607.25   | Median Assessment: \$ 9,280.84   | Median Assessment: \$ 6,890.10   | Median Assessment: \$ 2,664.28   |
| Lowest Assessment: \$ 806.00     | Lowest Assessment: \$ 5,016.00   | Lowest Assessment: \$ 3,937.20   | Lowest Assessment: \$ 806.00     |
| Highest Assessment: \$ 6,882.72  | Highest Assessment: \$ 16,983.94 | Highest Assessment: \$ 14,764.50 | Highest Assessment: \$ 16,983.94 |

**RESOLUTION 24**

Introduced by Councilor

**RESOLUTION CALLING PUBLIC HEARING ON PROPOSED ASSESSMENTS FOR THE  
2024 STATE AID STREET OVERLAY PROJECT (JOB 2402)**

WHEREAS, the City Engineer was directed to prepare a proposed assessment of the cost of the 2024 State Aid Street Overlay Project – Job 2402. The project improved the following streets:

Greenwood Drive – Richway Drive to Hammer Road

WHEREAS, the City Clerk has notified the council that such proposed assessments have been completed and filed in the office of the City Clerk for public inspection.

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

Sec. 1. A hearing shall be held at 7:00 p.m. on November 12, 2024 in the Council Chambers of City Hall located at 221 East Clark Street to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

Sec. 2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

Sec. 3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole assessment, or any part thereof, on such property, with interest accrued to the date of payment to the city finance department, except that no interest shall be charged if the entire assessment is paid by December 13, 2024 - 31 days from the adoption of the assessment. An owner may at any time after certification of the assessment to the county auditor on December 31, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.

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, Olson, Rasmussen, Anderson and Mayor Rich Murray.;

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

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council

# Memorandum

---

**DATE:** September 27, 2024  
**TO:** Kristi Brutlag, Daphney Maras, Patrick Ian Rigg  
**FROM:** Steven Jahnke *St Jn*  
**CC:** Councilor Christensen  
**SUBJ:** Final Assessments for 2024 State Aid Street Overlay Project – Job No. 2402

---

Attached is the final assessment roll and a sample resolution adopting assessments for the 2024 State Aid Street Overlay Project. The hearing will be called on October 14, 2024, and the final assessment hearing can be held on November 12, 2024.

The table below shows the comparison with the original cost estimate and the projected final costs based on actual bid prices.

|                             | Original Cost Estimate  | Projected Final Costs   | Percent Change |
|-----------------------------|-------------------------|-------------------------|----------------|
| Total Estimated Costs       | \$905,344.04            | \$781,448.33            | -13.7%         |
| Assessments                 | \$245,556.71<br>(27.1%) | \$224,556.28<br>(27.1%) | -8.6%          |
| Safe Routes to School Funds | \$0.00<br>(0.0%)        | \$500,909.19<br>(64.1%) | N/A            |
| MSAS Funds                  | \$509,787.33<br>(56.3%) | \$55,982.86<br>(7.2%)   | -89.0%         |
| City Costs                  | \$150,000.00<br>(16.6%) | \$0.00<br>(0.0%)        | -100.0%        |

## Project Description

As of the time of this memo, the project is under active construction with completion anticipated in mid-October. This project involves the bituminous overlay of Greenwood Drive from Richway Drive to the bridge. Proposed work includes

- Relocation of the curb & gutter on the west side of the road to accommodate a new sidewalk
- Installation of new sidewalk along the west side of the road
- Complete replacement of the bituminous surface of approximately 200 feet of road near the Green Lea Lane intersection
- Mill bituminous 2” deep along the edges
- Place a new 2” bituminous overlay over the entire surface
- Designate the east side of Greenwood Drive as “No Parking.”

Typically Engineering has tried to extend the life of the roadways by performing an overlay between year 20 and 30 and every 15 to 25 years thereafter. The goal is to extend the life of the roadway to approximately a 75-year life. This is the estimated life of the underground utilities. The section overlaid (Richway Drive to the bridge) was last overlaid in 2001. The section from the bridge to Hammer Road was not overlaid because it was overlaid in 2011 and is in much better condition.

The total centerline footage of the project is approximately 3,011 linear feet (0.57 miles).

Per the City's Assessment Policy, the assessments are for the mill & overlay, curb & gutter replacement, and 25% of the sidewalk installation costs.

### **Explanation of Final Costs**

With work still in progress, the final costs for this report are estimated based on actual bid prices. Actual final costs will be different than what is reported here. Those changes will affect State Aid costs only and would not affect the assessments. Overall, the estimated final costs came in about 13.7% lower than the original estimate. As such, the final assessments are lower than the preliminary estimates.

At the time the feasibility report was presented to Council, the Engineering Department intended to apply for grant funding through the Minnesota Department of Education's Safe Routes to Schools (SRTS) program. The grant application was submitted in February, and in May, Engineering was notified that the project was awarded approximately \$510,000 through this grant program. The grant funding will be used to pay for the portions of the sidewalk installation and curb relocation that are not being assessed, therefore reducing the City and MSAS funds previously planned to be used to pay these costs.

The table below shows the summary of the final assessments.

|                           |             |
|---------------------------|-------------|
| <b>Average Assessment</b> | \$5,103.55  |
| <b>Median Assessment</b>  | \$4,709.11  |
| <b>Lowest Assessment</b>  | \$1,875.00  |
| <b>Highest Assessment</b> | \$10,947.00 |

The assessments will be over ten years and the interest rate will be 5.71%

Please let me know if you have any questions.

**2024 State Aid Street Overlay Project  
Greenwood Drive Resurfacing & Sidewalk Installation  
Job No. 2402  
Estimated Final Costs**

| <u>Item</u>  | <u>Amount</u>        | <u>Note</u>   |
|--|----------------------|---|
| <i>Construction Contract Costs</i>                     |                      |   |
| <u>Ulland Bros, Inc.</u>                               |                      |   |
| Pay Estimate #1  | \$ 81,035.00         |   |
| Pay Estimate #2 - Final Pay Estimate<br>(not yet paid) | \$ 631,065.90        | These are contract payments made to the contractor.   |
| <i>Subtotal</i>  | <b>\$ 712,100.90</b> |   |
| <br><u>City Engineering Charges (Ulland's Work)</u>    |                      |   |
| #1   | \$ 6,482.80          | These charges are the City's standard Engineering charge that is charged against all projects. The charge is 8% of the construction contract and is charged at the time the |
| #2 - Final (not yet paid)                              | \$ 50,485.27         |   |
| <i>Subtotal</i>  | <b>\$ 56,968.07</b>  |   |
| <br><i>Miscellaneous Costs</i>                         |                      |   |
| <u>Contingency</u>                                     | <b>\$ 10,000.00</b>  |   |
| <br><u>Professional Services</u>                       |                      |   |
| Chosen Valley Testing                                  | \$ 1,056.86          | These are charges for professional services including soil borings and materials testing services, and appraisals   |
| Chosen Valley Testing (estimated)                      | \$ 1,000.00          |   |
| <i>Subtotal</i>  | <b>\$ 2,056.86</b>   |   |
| <br><u>Advertising</u>                                 |                      |   |
| Albert Lea Newspaper, Inc.                             | \$ 202.96            | These are the charges for the contract advertisement for bids   |
| Albert Lea Newspaper, Inc.                             | \$ 119.54            |   |
| <i>Subtotal</i>  | <b>\$ 322.50</b>     |   |
| <br><b>Total Final Costs</b>                           | <b>\$ 781,448.33</b> |   |
| Total Engineering Cost %                               | 8.00%                | This is what we charge.   |
| Total Miscellaneous Cost %                             | 1.74%                | We generally assume 8% in our estimates.  |



# General Ledger

## Detailed Trial Balance

User: clowe  
 Printed: 09/16/2024 - 1:43PM  
 Period: 01 to 12, 2024



| Account Number              | Description   | Budget | Beginning Balance | Debit This Period | Credit This Period | Ending Balance |
|-----------------------------|---|--------|-------------------|-------------------|--------------------|----------------|
| 494                         | 2024 CIP - Bonded Projects  |        |                   |                   |                    |                |
| ASSETS                      |   |        |                   |                   |                    |                |
| 494-72402                   | 2024 State Aid Overlay  |        |                   |                   |                    |                |
| 494-72402-000-10100         | Cash & Investments  | 0.00   |                   |                   |                    |                |
| 3/11/2024                   | AP 3 23 ALNEWSPA - Albert Lea Newspapers, Inc Ck# 87829               |        |                   | 0.00              | 202.96             |                |
| 7/22/2024                   | AP 7 54 ALNEWSPA - Albert Lea Newspapers, Inc Ck# 88918               |        |                   | 0.00              | 119.54             |                |
| 7/31/2024                   | CR 7 139 Transfer from Pershing to checking City of Albert L # 665041 |        |                   | 1,379.36          | 0.00               |                |
|                             | Cash Receipts Batch 23100.07.2024                                     |        |                   |                   |                    |                |
| 8/12/2024                   | AP 8 24 ULLANDBR - Ulland Brothers, Inc. Ck# 0                        |        |                   | 0.00              | 87,517.80          |                |
| 494-72402-000-10100 Totals: |   | 0.00   | -1,056.86         | 1,379.36          | 87,840.30          | -87,517.80     |
| 494-72402-000-10433         | Pershing - Bond Proceeds  | 0.00   |                   |                   |                    |                |
| 7/31/2024                   | CR 7 139 Transfer from Pershing to checking City of Albert L # 665041 |        |                   | 0.00              | 1,379.36           |                |
|                             | Cash Receipts Batch 23100.07.2024                                     |        |                   |                   |                    |                |
| 494-72402-000-10433 Totals: |   | 0.00   | 0.00              | 0.00              | 1,379.36           | -1,379.36      |
| 494-72402 ASSETS Totals:    |   | 0.00   | -1,056.86         | 1,379.36          | 89,219.66          | -88,897.16     |
| ASSETS Totals:              |   | 0.00   | -1,056.86         | 1,379.36          | 89,219.66          | -88,897.16     |
| REVENUE                     |   |        |                   |                   |                    |                |
| 494-72402                   | 2024 State Aid Overlay  |        |                   |                   |                    |                |
| 494-72402-430-36210         | Interest Earnings   | 0.00   |                   |                   |                    |                |
| 494-72402-430-36210 Totals: |   | 0.00   | 0.00              | 0.00              | 0.00               | 0.00           |
| 494-72402-430-36211         | MVA   | 0.00   |                   |                   |                    |                |
| 494-72402-430-36211 Totals: |   | 0.00   | 0.00              | 0.00              | 0.00               | 0.00           |
| 494-72402-430-39310         | Bond Proceeds   | 0.00   |                   |                   |                    |                |
| 494-72402-430-39310 Totals: |   | 0.00   | 0.00              | 0.00              | 0.00               | 0.00           |

| Account Number      | Description                           | Budget | Beginning Balance | Debit This Period | Credit This Period | Ending Balance |
|---------------------|---------------------------------------|--------|-------------------|-------------------|--------------------|----------------|
| 494-72402           | REVENUE Totals:                       | 0.00   | 0.00              | 0.00              | 0.00               | 0.00           |
|                     | REVENUE Totals:                       | 0.00   | 0.00              | 0.00              | 0.00               | 0.00           |
| EXPENSE             |                                       |        |                   |                   |                    |                |
| 494-72402           | 2024 State Aid Overlay                |        |                   |                   |                    |                |
| 494-72402-430-43030 | Engineering Services                  | 0.00   |                   |                   |                    |                |
|                     | 494-72402-430-43030 Totals:           | 0.00   | 0.00              | 0.00              | 0.00               | 0.00           |
| 494-72402-430-43092 | City Engineering Charge               | 0.00   |                   |                   |                    |                |
| 8/12/2024 AP 8 24   | ULLANDBR - Ulland Brothers, Inc.      |        |                   | Ck# 0 6,482.80    | 0.00               |                |
|                     | 494-72402-430-43092 Totals:           | 0.00   | 0.00              | 6,482.80          | 0.00               | 6,482.80       |
| 494-72402-430-43510 | Legal Notices & Recording             | 0.00   |                   |                   |                    |                |
| 3/11/2024 AP 3 23   | ALNEWSPA - Albert Lea Newspapers, Inc |        |                   | Ck# 87829 202.96  | 0.00               |                |
| 7/22/2024 AP 7 54   | ALNEWSPA - Albert Lea Newspapers, Inc |        |                   | Ck# 88918 119.54  | 0.00               |                |
|                     | 494-72402-430-43510 Totals:           | 0.00   | 0.00              | 322.50            | 0.00               | 322.50         |
| 494-72402-430-45300 | Improvements other than Bldgs         | 0.00   |                   |                   |                    |                |
| 8/12/2024 AP 8 24   | ULLANDBR - Ulland Brothers, Inc.      |        |                   | Ck# 0 81,035.00   | 0.00               |                |
|                     | 494-72402-430-45300 Totals:           | 0.00   | 0.00              | 81,035.00         | 0.00               | 81,035.00      |
| 494-72402-430-46205 | Discount/Costs of Issuance            | 0.00   |                   |                   |                    |                |
|                     | 494-72402-430-46205 Totals:           | 0.00   | 0.00              | 0.00              | 0.00               | 0.00           |
|                     | 494-72402 EXPENSE Totals:             | 0.00   | 0.00              | 87,840.30         | 0.00               | 87,840.30      |
|                     | EXPENSE Totals:                       | 0.00   | 0.00              | 87,840.30         | 0.00               | 87,840.30      |
|                     | 494 Totals:                           | 0.00   | -1,056.86         | 89,219.66         | 89,219.66          | -1,056.86      |
|                     | Report Totals:                        | 0.00   | -1,056.86         | 89,219.66         | 89,219.66          | -1,056.86      |

# General Ledger

## Detailed Trial Balance

User: clowe  
 Printed: 09/16/2024 - 1:44PM  
 Period: 01 to 12, 2023



| Account Number              | Description                          | Budget | Beginning Balance | Debit This Period  | Credit This Period | Ending Balance |
|-----------------------------|--------------------------------------|--------|-------------------|--------------------|--------------------|----------------|
| 494                         | 2024 CIP - Bonded Projects           |        |                   |                    |                    |                |
| ASSETS                      |                                      |        |                   |                    |                    |                |
| 494-72402                   |                                      |        |                   |                    |                    |                |
| 494-72402-000-10100         | Cash & Investments                   | 0.00   |                   |                    |                    |                |
| 12/11/2023 AP 12 25         | CHOSVALL - Chosen Valley Testing Inc |        |                   | Ck# 87022 0.00     | 1,056.86           |                |
| 494-72402-000-10100 Totals: |                                      | 0.00   | 0.00              | 0.00               | 1,056.86           | -1,056.86      |
| 494-72402 ASSETS Totals:    |                                      | 0.00   | 0.00              | 0.00               | 1,056.86           | -1,056.86      |
| ASSETS Totals:              |                                      | 0.00   | 0.00              | 0.00               | 1,056.86           | -1,056.86      |
| EXPENSE                     |                                      |        |                   |                    |                    |                |
| 494-72402                   |                                      |        |                   |                    |                    |                |
| 494-72402-430-43030         | Engineering Services                 | 0.00   |                   |                    |                    |                |
| 12/11/2023 AP 12 25         | CHOSVALL - Chosen Valley Testing Inc |        |                   | Ck# 87022 1,056.86 | 0.00               |                |
| 494-72402-430-43030 Totals: |                                      | 0.00   | 0.00              | 1,056.86           | 0.00               | 1,056.86       |
| 494-72402 EXPENSE Totals:   |                                      | 0.00   | 0.00              | 1,056.86           | 0.00               | 1,056.86       |
| EXPENSE Totals:             |                                      | 0.00   | 0.00              | 1,056.86           | 0.00               | 1,056.86       |
| 494 Totals:                 |                                      | 0.00   | 0.00              | 1,056.86           | 1,056.86           | 0.00           |
| Report Totals:              |                                      | 0.00   | 0.00              | 1,056.86           | 1,056.86           | 0.00           |

**Estimate Final Cost Summary**  
**2024 State Aid Street Overlay Project**  
**Greenwood Drive Mill & Overlay and Sidewalk Installation**  
**Job No. 2402**  
**SAP 101-136-002 & 101-591-001**  
**September 17, 2024**

| MnDOT Spec No. | Notes | Item                                   | Unit   | Unit Price   | SRTS Grant Funding<br>SAP 101-591-001 |              | MSAS Funding<br>SAP 101-136-002 |              | City Funds (Bonding & Special Assessments) |             | Total         |              |
|----------------|-------|--|--------|--------------|---------------------------------------|--------------|---------------------------------|--------------|--|-------------|---------------|--------------|
|                |       |  |        |              | Est. Quantity                         | Est. Amount  | Est. Quantity                   | Est. Amount  | Est. Quantity                              | Est. Amount | Est. Quantity | Est. Amount  |
| 2021.501       |       | Mobilization                           | L. Sum | \$ 74,000.00 | 0.61                                  | \$ 45,140.00 | 0.39                            | \$ 28,860.00 |  |             | 1.00          | \$ 74,000.00 |
| 2101.502       |       | Clearing                               | Tree   | \$ 920.00    | 11                                    | \$ 10,120.00 |                                 |              |  |             | 11            | \$ 10,120.00 |
| 2101.502       |       | Grubbing                               | Tree   | \$ 345.00    | 11                                    | \$ 3,795.00  |                                 |              |  |             | 11            | \$ 3,795.00  |
| 2102.503       |       | Pavement Marking Removal               | LF     | \$ 11.50     |                                       |              | 100                             | \$ 1,150.00  |  |             | 100           | \$ 1,150.00  |
| 2104.502       |       | Salvage Sign                           | Each   | \$ 57.50     | 3                                     | \$ 172.50    |                                 |              |  |             | 3             | \$ 172.50    |
| 2104.502       |       | Salvage Hydrant                        | Each   | \$ 1,970.00  |                                       |              | 3                               | \$ 5,910.00  |  |             | 3             | \$ 5,910.00  |
| 2104.502       |       | Remove Catch Basin                     | Each   | \$ 742.00    |                                       |              | 5                               | \$ 3,710.00  |  |             | 5             | \$ 3,710.00  |
| 2104.502       |       | Remove Casting                         | Each   | \$ 202.00    |                                       |              | 5                               | \$ 1,010.00  |  |             | 5             | \$ 1,010.00  |
| 2104.503       |       | Sawing Bituminous Pavement             | LF     | \$ 1.65      | 2,622                                 | \$ 4,326.30  | 2                               | \$ 3.30      |  |             | 2,624         | \$ 4,329.60  |
| 2104.503       |       | Remove Curb & Gutter                   | LF     | \$ 6.00      | 2,838                                 | \$ 17,028.00 |                                 |              |  |             | 2,838         | \$ 17,028.00 |
| 2104.503       |       | Remove Storm Sewer                     | LF     | \$ 39.00     |                                       |              | 22                              | \$ 858.00    |  |             | 22            | \$ 858.00    |
| 2104.504       |       | Remove Bituminous Pavement             | SY     | \$ 6.00      | 1,608                                 | \$ 9,648.00  | 648                             | \$ 3,888.00  |  |             | 2,256         | \$ 13,536.00 |
| 2104.518       |       | Remove Concrete Walk                   | SF     | \$ 4.80      | 202                                   | \$ 969.60    |                                 |              |  |             | 202           | \$ 969.60    |
| 2104.518       |       | Remove Concrete Driveway Pavement      | SF     | \$ 3.30      | 4,029                                 | \$ 13,295.70 |                                 |              |  |             | 4,029         | \$ 13,295.70 |
| 2105.607       |       | Common Excavation                      | CY     | \$ 20.00     | 393                                   | \$ 7,860.00  | 424                             | \$ 8,480.00  |  |             | 817           | \$ 16,340.00 |
| 2105.609       |       | Select Granular Borrow                 | Tons   | \$ 25.00     | 192                                   | \$ 4,800.00  | 208                             | \$ 5,200.00  |  |             | 400           | \$ 10,000.00 |
| 2108.504       |       | Geotextile Fabric Type 5               | SY     | \$ 2.85      |                                       |              | 829                             | \$ 2,362.65  |  |             | 829           | \$ 2,362.65  |
| 2211.509       |       | Aggregate Base Class 5                 | Tons   | \$ 22.00     | 798                                   | \$ 17,556.00 | 553                             | \$ 12,166.00 |  |             | 1,351         | \$ 29,722.00 |
| 2232.504       | 1     | Mill Bituminous Surface                | SY     | \$ 6.00      |                                       |              | 1,512                           | \$ 9,072.00  |  |             | 1,512         | \$ 9,072.00  |
| 2357.506       |       | Bituminous Material for Tack Coat      | Gal    | \$ 0.01      | 153.00                                | \$ 1.53      | 553                             | \$ 5.53      |  |             | 706           | \$ 7.06      |
| 2360.509       |       | Type SP 12.5 Wearing Course Mix (2, B) | Tons   | \$ 125.00    | 71                                    | \$ 8,875.00  | 77                              | \$ 9,625.00  |  |             | 148           | \$ 18,500.00 |
| 2360.509       |       | Type SP 9.5 Wearing Course Mix (2, B)  | Tons   | \$ 88.00     | 71                                    | \$ 6,248.00  | 706                             | \$ 62,128.00 |  |             | 777           | \$ 68,376.00 |
| 2411.604       |       | Modular Block Retaining Wall           | SY     | \$ 440.00    | 125                                   | \$ 55,000.00 |                                 |              |  |             | 125           | \$ 55,000.00 |
| 2503.503       |       | 12" RC Pipe Sewer Class V              | LF     | \$ 150.00    |                                       |              | 13                              | \$ 1,950.00  |  |             | 13            | \$ 1,950.00  |
| 2504.602       |       | Relocate Hydrant                       | Each   | \$ 3,500.00  |                                       |              | 3                               | \$ 10,500.00 |  |             | 3             | \$ 10,500.00 |
| 2504.602       |       | Adjust Gate Valve                      | Each   | \$ 150.00    |                                       |              | 9                               | \$ 1,350.00  |  |             | 9             | \$ 1,350.00  |

| MnDOT Spec No.                                      | Notes | Item  | Unit   | Unit Price   | SRTS Grant Funding<br>SAP 101-591-001 |               | MSAS Funding<br>SAP 101-136-002 |               | City Funds (Bonding & Special Assessments) |             | Total         |               |
|---|-------|---|--------|--------------|---------------------------------------|---------------|---------------------------------|---------------|--|-------------|---------------|---------------|
|   |       |   |        |              | Est. Quantity                         | Est. Amount   | Est. Quantity                   | Est. Amount   | Est. Quantity                              | Est. Amount | Est. Quantity | Est. Amount   |
| 2506.502  |       | Adjust Frame & Ring Casting                   | Each   | \$ 375.00    |                                       |               | 12                              | \$ 4,500.00   |  |             | 12            | \$ 4,500.00   |
| 2506.502  |       | Casting Assembly                              | Each   | \$ 1,000.00  |                                       |               | 5                               | \$ 5,000.00   |  |             | 5             | \$ 5,000.00   |
| 2506.502  | 2     | Const Drainage Structure Design Special       | Each   | \$ 4,200.00  |                                       |               | 5                               | \$ 21,000.00  |  |             | 5             | \$ 21,000.00  |
| 2521.518  |       | 4" Concrete Walk                              | SF     | \$ 7.00      | 8,251                                 | \$ 57,757.00  | 4,126                           | \$ 28,882.00  |  |             | 12,377        | \$ 86,639.00  |
| 2531.503  |       | Concrete Curb & Gutter Design B624            | LF     | \$ 23.75     | 1,672                                 | \$ 39,710.00  | 656                             | \$ 15,580.00  |  |             | 2,328         | \$ 55,290.00  |
| 2531.503  | 3     | Concrete Curb & Gutter Design B624 (Modified) | LF     | \$ 27.85     | 519                                   | \$ 14,454.15  |                                 |               |  |             | 519           | \$ 14,454.15  |
| 2531.504  |       | 6" Concrete Driveway Pavement                 | SF     | \$ 12.12     | 5,652                                 | \$ 68,502.24  |                                 |               |  |             | 5,652         | \$ 68,502.24  |
| 2531.618  |       | Truncated Domes                               | SF     | \$ 48.30     | 108                                   | \$ 5,216.40   |                                 |               |  |             | 108           | \$ 5,216.40   |
| 2540.602  |       | Relocate Mail Box                             | Each   | \$ 230.00    | 16                                    | \$ 3,680.00   |                                 |               |  |             | 16            | \$ 3,680.00   |
| 2563.603  |       | Traffic Control                               | L. Sum | \$ 10,000.00 | 0.61                                  | \$ 6,100.00   | 0.39                            | \$ 3,900.00   | -  | \$ -        | 1.00          | \$ 10,000.00  |
| 2564.502  | 4     | Install Sign Type A                           | Each   | \$ 339.25    |                                       |               | 8                               | \$ 2,714.00   |  |             | 8             | \$ 2,714.00   |
| 2564.602  |       | Relocate Sign                                 | Each   | \$ 575.00    | 3                                     | \$ 1,725.00   |                                 |               |  |             | 3             | \$ 1,725.00   |
| 2573.501  |       | Storm Drain Inlet Protection                  | Each   | \$ 172.50    |                                       |               | 21                              | \$ 3,622.50   |  |             | 21            | \$ 3,622.50   |
| 2574.507  |       | Common Topsoil Borrow                         | CY     | \$ 29.75     | 300                                   | \$ 8,925.00   |                                 |               |  |             | 300           | \$ 8,925.00   |
| 2575.504  |       | Sodding Type Lawn                             | SY     | \$ 12.00     | 3,796                                 | \$ 45,552.00  |                                 |               |  |             | 3,796         | \$ 45,552.00  |
| 2582.503  | 5     | 4" Broken Line Multi Comp                     | LF     | \$ 4.03      |                                       |               | 550                             | \$ 2,216.50   |  |             | 550           | \$ 2,216.50   |
| <b>Subtotal:</b>                                    |       |   |        |              |                                       | \$ 456,457.42 |                                 | \$ 255,643.48 |  | \$ -        |               | \$ 712,100.90 |
| 8.00% <b>Engineering:</b>                           |       |   |        |              |                                       | \$ 36,516.59  |                                 | \$ 20,451.48  |  | \$ -        |               | \$ 56,968.07  |
| 1.74% <b>Contingency:</b>                           |       |   |        |              |                                       | \$ 7,935.18   |                                 | \$ 4,444.18   |  | \$ -        |               | \$ 12,379.36  |
| <b>Total 2024 State Aid Street Overlay Project:</b> |       |   |        |              |                                       | \$ 500,909.19 |                                 | \$ 280,539.14 |  | \$ -        |               | \$ 781,448.33 |

| Notes |                                    |
|-------|------------------------------------|
| 1     | Edge Milling                       |
| 2     | 3'x2' Rectangular Catch Basin      |
| 3     | B624 Curb & Gutter w/Sidewalk Sill |
| 4     | R8-3 "No Parking", 18"x18"         |
| 5     | Yellow                             |

**CITY OF ALBERT LEA**  
**2024 State Aid Street Overlay Project**  
**Job No. 2402**

**DRAFT Final Pay Estimate for Final Assessments**  
**September 16, 2024**

**Contractor: Ulland Bros, Inc.**

| MN/DOT SPEC NO. | ITEM                                   | CONTRACT QUANTITY | UNIT COST    | CONTRACT AMOUNT | Quantity Previously Reported | Quantity Completed This Period | Quantity Completed To Date | Final Amount |
|-----------------|--|-------------------|--------------|-----------------|------------------------------|--------------------------------|----------------------------|--------------|
| 2021.501        | Mobilization                           | 1 L. Sum          | \$ 74,000.00 | \$ 74,000.00    | 0.50                         | 0.50                           | 1.00                       | \$ 74,000.00 |
| 2101.502        | Clearing                               | 11 Trees          | \$ 920.00    | \$ 10,120.00    | 0                            | 11                             | 11                         | \$ 10,120.00 |
| 2101.502        | Grubbing                               | 11 Trees          | \$ 345.00    | \$ 3,795.00     | 0                            | 11                             | 11                         | \$ 3,795.00  |
| 2102.503        | Pavement Marking Removal               | 100 LF            | \$ 11.50     | \$ 1,150.00     | 0                            | 100                            | 100                        | \$ 1,150.00  |
| 2104.502        | Salvage Sign                           | 3 Each            | \$ 57.50     | \$ 172.50       | 0                            | 3                              | 3                          | \$ 172.50    |
| 2104.502        | Salvage Hydrant                        | 3 Each            | \$ 1,970.00  | \$ 5,910.00     | 0                            | 3                              | 3                          | \$ 5,910.00  |
| 2104.502        | Remove Catch Basin                     | 5 Each            | \$ 742.00    | \$ 3,710.00     | 0                            | 5                              | 5                          | \$ 3,710.00  |
| 2104.502        | Remove Casting                         | 5 Each            | \$ 202.00    | \$ 1,010.00     | 0                            | 5                              | 5                          | \$ 1,010.00  |
| 2104.503        | Sawing Bituminous Pavement             | 2,624 LF          | \$ 1.65      | \$ 4,329.60     | 0                            | 2,624                          | 2,624                      | \$ 4,329.60  |
| 2104.503        | Remove Curb & Gutter                   | 2,838 LF          | \$ 6.00      | \$ 17,028.00    | 250                          | 2,588                          | 2,838                      | \$ 17,028.00 |
| 2104.503        | Remove Storm Sewer                     | 22 LF             | \$ 39.00     | \$ 858.00       | 0                            | 22                             | 22                         | \$ 858.00    |
| 2104.504        | Remove Bituminous Surface              | 2,256 SY          | \$ 6.00      | \$ 13,536.00    | 0                            | 2,256                          | 2,256                      | \$ 13,536.00 |
| 2104.518        | Remove Concrete Walk                   | 202 SF            | \$ 4.80      | \$ 969.60       | 0                            | 202                            | 202                        | \$ 969.60    |
| 2104.518        | Remove Concrete Driveway Pavement      | 4,029 SF          | \$ 3.30      | \$ 13,295.70    | 0                            | 4,029                          | 4,029                      | \$ 13,295.70 |
| 2105.607        | Common Excavation                      | 817 CY            | \$ 20.00     | \$ 16,340.00    | 0                            | 817                            | 817                        | \$ 16,340.00 |
| 2105.609        | Select Granular Borrow                 | 400 Tons          | \$ 25.00     | \$ 10,000.00    | 0                            | 400                            | 400                        | \$ 10,000.00 |
| 2108.504        | Geotextile Fabric Type 5               | 829 SY            | \$ 2.85      | \$ 2,362.65     | 0                            | 829                            | 829                        | \$ 2,362.65  |
| 2211.509        | Aggregate Base Class 5                 | 1,351 Tons        | \$ 22.00     | \$ 29,722.00    | 0                            | 1,351                          | 1,351                      | \$ 29,722.00 |
| 2232.504        | Mill Bituminous Surface                | 1,512 SY          | \$ 6.00      | \$ 9,072.00     | 0                            | 1,512                          | 1,512                      | \$ 9,072.00  |
| 2357.506        | Bituminous Material for Tack Coat      | 706 Gal           | \$ 0.01      | \$ 7.06         | 0                            | 706                            | 706                        | \$ 7.06      |
| 2360.509        | Type SP 12.5 Wearing Course Mix (2, B) | 148 Tons          | \$ 125.00    | \$ 18,500.00    | 0                            | 148                            | 148                        | \$ 18,500.00 |
| 2360.509        | Type SP 9.5 Wearing Course Mix (2, B)  | 777 Tons          | \$ 88.00     | \$ 68,376.00    | 0                            | 777                            | 777                        | \$ 68,376.00 |
| 2411.604        | Modular Block Retaining Wall           | 125 SY            | \$ 440.00    | \$ 55,000.00    | 95                           | 30                             | 125                        | \$ 55,000.00 |
| 2503.503        | 12" RC Pipe Sewer Class V              | 13 LF             | \$ 150.00    | \$ 1,950.00     | 0                            | 13                             | 13                         | \$ 1,950.00  |
| 2504.602        | Relocate Hydrant                       | 3 Each            | \$ 3,500.00  | \$ 10,500.00    | 0                            | 3                              | 3                          | \$ 10,500.00 |

| MN/DOT SPEC NO. | ITEM   | CONTRACT QUANTITY | UNIT COST    | CONTRACT AMOUNT | Quantity Previously Reported | Quantity Completed This Period | Quantity Completed To Date | Final Amount |
|-----------------|--|-------------------|--------------|-----------------|------------------------------|--------------------------------|----------------------------|--------------|
| 2504.602        | Adjust Gate Valve  | 9 Each            | \$ 150.00    | \$ 1,350.00     | 0                            | 9                              | 9                          | \$ 1,350.00  |
| 2506.502        | Adjust & Frame & Ring Casting                              | 12 Each           | \$ 375.00    | \$ 4,500.00     | 0                            | 12                             | 12                         | \$ 4,500.00  |
| 2506.502        | Casting Assembly   | 5 Each            | \$ 1,000.00  | \$ 5,000.00     | 0                            | 5                              | 5                          | \$ 5,000.00  |
| 2506.502        | Cons Drainage Structure Design Special (3'x2' Rectangular) | 5 Each            | \$ 4,200.00  | \$ 21,000.00    | 0                            | 5                              | 5                          | \$ 21,000.00 |
| 2521.518        | 4" Concrete Walk   | 12,377 SF         | \$ 7.00      | \$ 86,639.00    | 0                            | 12,377                         | 12,377                     | \$ 86,639.00 |
| 2531.503        | Concrete Curb & Gutter Design B624                         | 2,328 LF          | \$ 23.75     | \$ 55,290.00    | 0                            | 2,328                          | 2,328                      | \$ 55,290.00 |
| 2531.503        | Concrete Curb & Gutter Design B624 (Modified)              | 519 LF            | \$ 27.85     | \$ 14,454.15    | 0                            | 519                            | 519                        | \$ 14,454.15 |
| 2531.504        | 6" Concrete Driveway Pavement                              | 5,652 SF          | \$ 12.12     | \$ 68,502.24    | 0                            | 5,652                          | 5,652                      | \$ 68,502.24 |
| 2531.618        | Truncated Domes  | 108 SF            | \$ 48.30     | \$ 5,216.40     | 0                            | 108                            | 108                        | \$ 5,216.40  |
| 2540.602        | Relocate Mailbox   | 16 Each           | \$ 230.00    | \$ 3,680.00     | 0                            | 16                             | 16                         | \$ 3,680.00  |
| 2563.603        | Traffic Control  | 1 L.Sum           | \$ 10,000.00 | \$ 10,000.00    | 0.50                         | 0.50                           | 1.00                       | \$ 10,000.00 |
| 2564.502        | Install Sign Type A (R8-3, 18"x18")                        | 8 Each            | \$ 339.25    | \$ 2,714.00     | 0                            | 8                              | 8                          | \$ 2,714.00  |
| 2564.602        | Relocate Sign  | 3 Each            | \$ 575.00    | \$ 1,725.00     | 0                            | 3                              | 3                          | \$ 1,725.00  |
| 2573.502        | Storm Drain Inlet Protection                               | 21 Each           | \$ 172.50    | \$ 3,622.50     | 0                            | 21                             | 21                         | \$ 3,622.50  |
| 2574.507        | Common Topsoil Borrow                                      | 300 CY            | \$ 29.75     | \$ 8,925.00     | 0                            | 300                            | 300                        | \$ 8,925.00  |
| 2575.504        | Sod Type Lawn  | 3,796 SY          | \$ 12.00     | \$ 45,552.00    | 0                            | 3,796                          | 3,796                      | \$ 45,552.00 |
| 2582.503        | 4" Broken Line Multi Comp (Yellow)                         | 550 LF            | \$ 4.03      | \$ 2,216.50     | 0                            | 550                            | 550                        | \$ 2,216.50  |

| MN/DOT<br>SPEC NO.                                     | ITEM   | CONTRACT<br>QUANTITY | UNIT COST | CONTRACT<br>AMOUNT                      | Quantity<br>Previously<br>Reported | Quantity<br>Completed<br>This Period | Quantity<br>Completed To<br>Date                  | Final Amount |
|--|--|----------------------|-----------|---|------------------------------------|--------------------------------------|---|--------------|
| Estimate for work completed through September 16, 2024 |  |                      |           | Original Contract Total: \$ 712,100.90  |                                    |                                      | Total Earned to Date \$ 712,100.90                |              |
|  |  |                      |           | Net Change by Change Orders: \$ -       |                                    | 0%                                   | Retainage \$ -                                    |              |
|  |  |                      |           | Contract Total to Date: \$ 712,100.90   |                                    |                                      | Retainage this Pay Estimate \$ -                  |              |
|  |  |                      |           | Balance to Finish, Plus Retainage: \$ - |                                    |                                      | Total Earned Less Retainage to Date \$ 712,100.90 |              |
|  |  |                      |           | Percentage Complete: 100%               |                                    |                                      | Less Previous Payments \$ 81,035.00               |              |
|  | 8% Engr. To Be Credited to 101-43110-430-43092: \$ 50,485.27 |                      |           |   |                                    |                                      | PAYMENT THIS ESTIMATE \$ 631,065.90               |              |



**Final Assessment Roll**  
**2024 State Aid Street Overlay Project**  
**Job No. 2402**  
**September 27, 2024**

Street Assessment Rate: \$ 53.73  
Side Credit Rate: \$ 18.81

Sidewalk Assessment Rate: \$ 3.85  
Sidewalk Side Credit Rate: \$ 1.35

| Roll No. | Owner                                       | Property Address     | Owner Address        | Owner City, State Zip | Parcel No. | Front Feet | Side Feet | Assessment  | Side Credit   | Sidewalk Installation Assessments |                                  |                                    |                                 | Total Preliminary Assessment |              |
|----------|---|----------------------|----------------------|-----------------------|------------|------------|-----------|-------------|---------------|-----------------------------------|----------------------------------|------------------------------------|---------------------------------|------------------------------|--------------|
|          |   |                      |                      |                       |            |            |           |             |               | Sidewalk Installation SF          | Sidewalk Installation Assessment | Sidewalk Inst Corner Lot Credit SF | Sidewalk Inst Corner Lot Credit |                              |              |
| 1        | LUNA,RICHARD                                | 307 W HAMMER RD      | 307 W HAMMER RD      | ALBERT LEA, MN 56007  | 342120180  |            |           | \$ -        |               |                                   | 750.00                           | \$ 2,887.50                        | 750.00                          | \$ (1,012.50)                | \$ 1,875.00  |
| 2        | FLATNESS,PATRICIA, JORDAN FLATNESS          | 1909 GREENWOOD DR    | 1909 GREENWOOD DR    | ALBERT LEA, MN 56007  | 342750630  | 150.00     |           | \$ 8,059.50 |               |                                   | 750.00                           | \$ 2,887.50                        |                                 |                              | \$ 10,947.00 |
| 3        | POSSEHL,SCOTT &, HSER HTOO                  | 1919 GREENWOOD DR    | 1919 GREENWOOD DR    | ALBERT LEA, MN 56007  | 342750650  | 80.00      |           | \$ 4,298.40 |               |                                   | 400.00                           | \$ 1,540.00                        |                                 |                              | \$ 5,838.40  |
| 4        | KORTZ,PHILIP J                              | 1925 GREENWOOD DR    | 1925 GREENWOOD DR    | ALBERT LEA, MN 56007  | 342750660  | 80.00      |           | \$ 4,298.40 |               |                                   | 400.00                           | \$ 1,540.00                        |                                 |                              | \$ 5,838.40  |
| 5        | BAKKEN,COREY D, DANIELLE M BAKKEN           | 2001 GREENWOOD DR    | 2001 GREENWOOD DR    | ALBERT LEA, MN 56007  | 342750670  | 150.00     |           | \$ 8,059.50 |               |                                   | 750.00                           | \$ 2,887.50                        |                                 |                              | \$ 10,947.00 |
| 6        | TRAN,VINH VAN &, KOUSOU VAHN YANG           | 2009 GREENWOOD DR    | 2009 GREENWOOD DR    | ALBERT LEA, MN 56007  | 342750690  | 90.00      |           | \$ 4,835.70 |               |                                   | 450.00                           | \$ 1,732.50                        |                                 |                              | \$ 6,568.20  |
| 7        | GOBEN,RICKY G, CHARITY J GOBEN              | 2017 GREENWOOD DRIVE | 2017 GREENWOOD DRIVE | ALBERT LEA, MN 56007  | 342750700  | 90.00      |           | \$ 4,835.70 |               |                                   | 450.00                           | \$ 1,732.50                        |                                 |                              | \$ 6,568.20  |
| 8        | GOBEN,RICKY G, CHARITY J GOBEN              | 2025 GREENWOOD DRIVE | 2017 GREENWOOD DRIVE | ALBERT LEA, MN 56007  | 342750710  | 85.21      |           | \$ 4,578.33 |               |                                   | 426.05                           | \$ 1,640.29                        |                                 |                              | \$ 6,218.62  |
| 9        | DUKE,JACKIE L                               | 2031 GREENWOOD DR    | 2031 GREENWOOD DR    | ALBERT LEA, MN 56007  | 342750720  | 85.00      |           | \$ 4,567.05 |               |                                   | 425.00                           | \$ 1,636.25                        |                                 |                              | \$ 6,203.30  |
| 10       | VU,HUNG &, NGUYEN PHAM                      | 2037 GREENWOOD DR    | 2037 GREENWOOD DR    | ALBERT LEA, MN 56007  | 342750730  | 78.63      |           | \$ 4,224.79 |               |                                   | 393.15                           | \$ 1,513.63                        |                                 |                              | \$ 5,738.42  |
| 11       | KERMES,STEVEN B &, SHIRLEY A KERMES         | 1906 GREENWOOD DR    | 1906 GREENWOOD DR    | ALBERT LEA, MN 56007  | 342751710  | 90.00      |           | \$ 4,835.70 |               |                                   |                                  |                                    |                                 |                              | \$ 4,835.70  |
| 12       | SHEEHY,DEBORAH J &, FRANK H SHEEHY          | 1912 GREENWOOD DRIVE | 1912 GREENWOOD DRIVE | ALBERT LEA, MN 56007  | 342751720  | 85.00      |           | \$ 4,567.05 |               |                                   |                                  |                                    |                                 |                              | \$ 4,567.05  |
| 13       | THARALDSON TRUST                            | 1918 GREENWOOD DR    | 1918 GREENWOOD DR    | ALBERT LEA, MN 56007  | 342751730  | 85.00      |           | \$ 4,567.05 |               |                                   |                                  |                                    |                                 |                              | \$ 4,567.05  |
| 14       | BENSON,RHONDA K                             | 2000 GREENWOOD DR    | 509 6TH AVE SE       | AUSTIN, MN 55912      | 342751740  | 85.00      |           | \$ 4,567.05 |               |                                   |                                  |                                    |                                 |                              | \$ 4,567.05  |
| 15       | WESTRUM,PAUL A &, CAROLYN M WESTRUM         | 2006 GREENWOOD DR    | 2006 GREENWOOD DR    | ALBERT LEA, MN 56007  | 342751750  | 84.00      |           | \$ 4,513.32 |               |                                   |                                  |                                    |                                 |                              | \$ 4,513.32  |
| 16       | MARLIN,CHARLES &, DIANE MARLIN              | 2012 GREENWOOD DR    | 2012 GREENWOOD DR    | ALBERT LEA, MN 56007  | 342751760  | 87.00      |           | \$ 4,674.51 |               |                                   |                                  |                                    |                                 |                              | \$ 4,674.51  |
| 17       | GLAZIER,DAN C &, ANN M GLAZIER              | 2018 GREENWOOD DR    | 77360 235TH ST       | ALBERT LEA, MN 56007  | 342751770  | 87.00      |           | \$ 4,674.51 |               |                                   |                                  |                                    |                                 |                              | \$ 4,674.51  |
| 18       | HACKER,LINDA                                | 2024 GREENWOOD DRIVE | 2024 GREENWOOD DRIVE | ALBERT LEA, MN 56007  | 342751780  | 119.73     |           | \$ 6,433.09 |               |                                   |                                  |                                    |                                 |                              | \$ 6,433.09  |
| 19       | LYSNE,EUGENE R &, BARBARA J LYSNE           | 506 RICHWAY DR W     | 506 RICHWAY DR W     | ALBERT LEA, MN 56007  | 342750010  |            | 150.00    | \$ 8,059.50 | \$ (2,821.50) |                                   | 750.00                           | \$ 2,887.50                        | 750.00                          | \$ (1,012.50)                | \$ 7,113.00  |
| 20       | KOZIOLEK,ZACHARY &, LUCY KOZIOLEK           | 1801 BAYVIEW DR      | 1801 BAYVIEW DR      | ALBERT LEA, MN 56007  | 342750020  |            | 150.00    | \$ 8,059.50 | \$ (2,821.50) |                                   | 750.00                           | \$ 2,887.50                        | 750.00                          | \$ (1,012.50)                | \$ 7,113.00  |
| 21       | DERAAD,TREVOR L &, LISA M DERAAD            | 1802 BAYVIEW DR      | 1802 BAYVIEW DR      | ALBERT LEA, MN 56007  | 342750530  |            | 150.00    | \$ 8,059.50 | \$ (2,821.50) |                                   | 750.00                           | \$ 2,887.50                        | 750.00                          | \$ (1,012.50)                | \$ 7,113.00  |
| 22       | NIELSEN,ALAN K                              | 313 BANCROFT DR      | 313 BANCROFT DR      | ALBERT LEA, MN 56007  | 342750870  |            | 150.00    | \$ 8,059.50 | \$ (2,821.50) |                                   |                                  |                                    |                                 |                              | \$ 5,238.00  |
| 23       | GULBRANDSON,JAMES H &, MARY E GULBRANDSON   | 1816 GREENWOOD DR    | 1816 GREENWOOD DR    | ALBERT LEA, MN 56007  | 342751100  | 92.00      |           | \$ 4,943.16 |               |                                   |                                  |                                    |                                 |                              | \$ 4,943.16  |
| 24       | CHAFEE,JEROME & MARILYN TRUST               | 1810 GREENWOOD DR    | 1810 GREENWOOD DR    | ALBERT LEA, MN 56007  | 342751110  | 84.47      |           | \$ 4,538.57 |               |                                   |                                  |                                    |                                 |                              | \$ 4,538.57  |
| 25       | DOMKE,TODD M &, VICKI L DOMKE               | 1800 GREENWOOD DR    | 1800 GREENWOOD DR    | ALBERT LEA, MN 56007  | 342751120  | 96.98      |           | \$ 5,210.74 |               |                                   |                                  |                                    |                                 |                              | \$ 5,210.74  |
| 26       | SCHWAB,STEVEN R                             | 1858 GREENWOOD DR    | 1858 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343020020  | 140.00     |           | \$ 7,522.20 |               |                                   |                                  |                                    |                                 |                              | \$ 7,522.20  |
| 27       | SKOGEN,MERLE L &, JUNICE H SKOGEN           | 1825 GREENWOOD DR    | 1825 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343110010  | 66.87      |           | \$ 3,592.93 |               |                                   | 334.35                           | \$ 1,287.25                        |                                 |                              | \$ 4,880.18  |
| 28       | DIERCKS,WAYNE A TRUST                       | 1827 GREENWOOD DR    | 1827 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343110020  | 65.00      |           | \$ 3,492.45 |               |                                   | 325.00                           | \$ 1,251.25                        |                                 |                              | \$ 4,743.70  |
| 29       | RASMUSSEN,LUVERNE R &, KATHLEEN M RASMUSSEN | 1835 GREENWOOD DR    | 1835 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343110030  | 65.00      |           | \$ 3,492.45 |               |                                   | 325.00                           | \$ 1,251.25                        |                                 |                              | \$ 4,743.70  |
| 30       | JACOBSON,COLLEEN J                          | 1839 GREENWOOD DR    | 1839 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343110040  | 65.00      |           | \$ 3,492.45 |               |                                   | 325.00                           | \$ 1,251.25                        |                                 |                              | \$ 4,743.70  |
| 31       | VERDOORN,JUDITH D                           | 1845 GREENWOOD DR    | 1845 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343110050  | 62.50      |           | \$ 3,358.13 |               |                                   | 312.50                           | \$ 1,203.13                        |                                 |                              | \$ 4,561.26  |
| 32       | CONLAN,MISCHA &, WILLIAM CONLAN             | 1849 GREENWOOD DR    | 1849 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343110060  | 62.50      |           | \$ 3,358.13 |               |                                   | 312.50                           | \$ 1,203.13                        |                                 |                              | \$ 4,561.26  |
| 33       | WAKEFIELD,LANCE M, SHERRIE K WAKEFIELD      | 1853 GREENWOOD DR    | 432 3RD AVE          | PEMBERTON, MN 56078   | 343110070  | 62.50      |           | \$ 3,358.13 |               |                                   | 312.50                           | \$ 1,203.13                        |                                 |                              | \$ 4,561.26  |
| 34       | THURNAU,JAMES ROGER                         | 1857 GREENWOOD DR    | 1857 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343110080  | 62.50      |           | \$ 3,358.13 |               |                                   | 312.50                           | \$ 1,203.13                        |                                 |                              | \$ 4,561.26  |
| 35       | IGNASZEWSKI,ELEANOR D TRUST                 | 1846 GREENWOOD DR    | 1846 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343240010  | 61.66      |           | \$ 3,312.99 |               |                                   |                                  |                                    |                                 |                              | \$ 3,312.99  |
| 36       | PASCHKA,DAVID F &, CAROL J PASCHKA          | 1850 GREENWOOD DR    | 1850 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343240020  | 61.66      |           | \$ 3,312.99 |               |                                   |                                  |                                    |                                 |                              | \$ 3,312.99  |
| 37       | PESTORIOUS,KATHRYN A                        | 1854 GREENWOOD DR    | 1854 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343240030  | 61.66      |           | \$ 3,312.99 |               |                                   |                                  |                                    |                                 |                              | \$ 3,312.99  |
| 38       | VANRYSWYK,CONSTANCE E                       | 1834 GREENWOOD DR    | 1834 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343410010  | 63.33      |           | \$ 3,402.72 |               |                                   |                                  |                                    |                                 |                              | \$ 3,402.72  |
| 39       | EHRICH,DONALD A &, ELAINE E EHRICH          | 1838 GREENWOOD DR    | 1838 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343410020  | 63.33      |           | \$ 3,402.72 |               |                                   |                                  |                                    |                                 |                              | \$ 3,402.72  |
| 40       | TOENGES,GAIL K                              | 1842 GREENWOOD DR    | 1842 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343410030  | 63.33      |           | \$ 3,402.72 |               |                                   |                                  |                                    |                                 |                              | \$ 3,402.72  |

| Roll No.       | Owner                                   | Property Address     | Owner Address        | Owner City, State Zip | Parcel No. | Front Feet | Side Feet | Assessment    | Side Credit    | Sidewalk Installation Assessments |                                  |                                    |                                 | Total Preliminary Assessment |
|----------------|---|----------------------|----------------------|-----------------------|------------|------------|-----------|---------------|----------------|-----------------------------------|----------------------------------|------------------------------------|---------------------------------|------------------------------|
|                |   |                      |                      |                       |            |            |           |               |                | Sidewalk Installation SF          | Sidewalk Installation Assessment | Sidewalk Inst Corner Lot Credit SF | Sidewalk Inst Corner Lot Credit |                              |
| 41             | CLAWSON, THOMAS T &, SANDRA D CLAWSON   | 1820 GREENWOOD DR    | 1820 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343430010  | 60.29      |           | \$ 3,239.38   |                |                                   |                                  |                                    |                                 | \$ 3,239.38                  |
| 42             | DIMIT, KATHLEEN M TRUST                 | 1824 GREENWOOD DRIVE | 1824 GREENWOOD DRIVE | ALBERT LEA, MN 56007  | 343430020  | 60.29      |           | \$ 3,239.38   |                |                                   |                                  |                                    |                                 | \$ 3,239.38                  |
| 43             | BLAIR, LARRY D &, SHARON BLAIR          | 1828 GREENWOOD DR    | 1828 GREENWOOD DR    | ALBERT LEA, MN 56007  | 343430030  | 60.29      |           | \$ 3,239.38   |                |                                   |                                  |                                    |                                 | \$ 3,239.38                  |
| 44             | HEITMEYER, JUNIOR H &, JOAN W HEITMEYER | 248 GREEN LEA LN     | 248 GREEN LEA LN     | ALBERT LEA, MN 56007  | 342751700  |            | 85.00     | \$ 4,567.05   | \$ (1,598.85)  |                                   |                                  |                                    |                                 | \$ 2,968.20                  |
| <b>Totals:</b> |   |                      |                      |                       |            | 3,092.73   | 685.00    | \$ 202,977.44 | \$ (12,884.85) | 10,003.55                         | \$ 38,513.69                     | 3,000.00                           | \$ (4,050.00)                   | \$ 224,556.28                |

Average Assessment: \$ 5,103.55  
 Median Assessment: \$ 4,709.11  
 Lowest Assessment: \$ 1,875.00  
 Highest Assessment: \$ 10,947.00

RESOLUTION 24-

Introduced by Councilor

RESOLUTION CALLING PUBLIC HEARING ON PROPOSED ASSESSMENTS FOR THE MARSHALL STREET & SIBLEY AVENUE RECONSTRUCTION PROJECT (JOB 2403)

WHEREAS, the City Engineer was directed to prepare a proposed assessment of the cost of the Marshall Street & Sibley Avenue Reconstruction Project – Job 2403. The project improved the following streets:

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

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

WHEREAS, the City Clerk has notified the council that such proposed assessments have been completed and filed in the office of the City Clerk for public inspection.

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

Sec. 1. A hearing shall be held at 7:00 p.m. on November 12, 2024 in the Council Chambers of City Hall located at 221 East Clark Street to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

Sec. 2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

Sec. 3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole assessment, or any part thereof, on such property, with interest accrued to the date of payment to the city finance department, except that no interest shall be charged if the entire assessment is paid by December 13, 2024 - 31 days from the adoption of the assessment. An owner may at any time after certification of the assessment to the county auditor on December 31, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.

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, Olson, Rasmussen, Anderson and Mayor Rich Murray.;

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

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray


Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council

# Memorandum

---

**DATE:** September 27, 2024  
**TO:** Kristi Brutlag, Daphney Maras, Patrick Ian Rigg  
**FROM:** Steven Jahnke   
**CC:** Councilor Olsen  
**SUBJ:** Final Assessments for the Marshall Street & Sibley Avenue Reconstruction Project – Job No. 2403

---

Attached is the final assessment roll and a sample resolution adopting assessments for the Marshall Street & Sibley Avenue Reconstruction Project. The hearing will be called on October 14, 2024, and the final assessment hearing can be held on November 12, 2024.

The table below shows the comparison with the original cost estimate and the projected final costs based on actual bid prices.

|                       | Original Cost Estimate  | Projected Final Costs   | Percent Change |
|-----------------------|-------------------------|-------------------------|----------------|
| Total Estimated Costs | \$1,164,998.40          | \$1,083,071.26          | -7.0%          |
| Assessments           | \$94,176.27<br>(8.1%)   | \$94,176.27<br>(8.7%)   | -0.0%          |
| City Lot Assessments  | \$151,500.00<br>(13.0%) | \$151,500.00<br>(14.0%) | -0.0%          |
| Freeborn County Funds | \$452,880.00<br>(38.9%) | \$432,118.36<br>(39.9%) | -4.6%          |
| Sanitary Sewer Funds  | \$198,793.20<br>(17.1%) | \$107,230.14<br>(9.9%)  | -46.1%         |
| Water Funds           | \$190,722.00<br>(16.4%) | \$236,428.34<br>(21.8%) | +24.0%         |
| City Costs            | \$76,926.93<br>(6.6%)   | \$61,618.15<br>(5.7%)   | -19.9%         |

## Project Description

Due to a number of reasons, including contractor scheduling conflicts, a portion of this project will likely be delayed to the 2025 construction season.

This project involves complete reconstruction of the following streets:

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

Work will include the complete removal and replacement of the pavement, curb & gutter, sidewalk, sanitary sewer, storm sewer, and watermain.

Sibley Avenue and the portion of Marshall Street from Bridge Avenue to Sibley Avenue are roadways under the jurisdiction of Freeborn County. The City and County are partnering to complete this project with the City acting as the lead agency in charge of project design, the bidding process, and construction oversight. Freeborn County will reimburse the City for the construction and engineering costs with the estimated amounts outlined in the table above.

Per the City's Assessment Policy, the assessments are for the pavement and curb & gutter replacement, and 25% of the sidewalk replacement costs along the City-jurisdiction section of Marshall Street.

### **Explanation of Final Costs**

Since work is not complete, the final costs for this report are estimated based on actual bid prices. Actual final costs will be different what is reported here. Those changes will affect Freeborn County and City costs only and would not affect the assessments. Overall, the estimated final costs came in about 7.0% lower than the original estimate. The lower overall costs are due to good bid prices on the underground utility replacements. Bid prices for the assessable items came in slightly higher than the original estimate and as such, the final assessments are the same as the preliminary estimates.

There is a storm sewer line running from the Marshall Street/Ramsey Street intersection underneath the parking lot of Scooter's Coffee to the intersection of Sibley Avenue and E. Main Street. Engineering had originally proposed to slipline this pipe using cure-in-place-pipe methods, however the bid prices for this item came in significantly higher than the original estimate, and this sliplining was removed from the project. Engineering believes a better bid price can be achieved if it is bid as a sliplining-only project with a more open timeline. This pipe will be added to another sliplining project within the next three to five years.

Since the contractor will not be able to meet the contract substantial completion date of October 18, 2024, the City will be pursuing liquidated damages. These will determined when the project is at or near completion next spring.

The table below shows the summary of the final assessments.

|                           |             |
|---------------------------|-------------|
| <b>Average Assessment</b> | \$13,453.75 |
| <b>Median Assessment</b>  | \$15,879.98 |
| <b>Lowest Assessment</b>  | \$4,011.25  |
| <b>Highest Assessment</b> | \$25,073.52 |

The assessments will be over fifteen years and the interest rate will be 5.71%

Please let me know if you have any questions.

**Marshall Street & Sibley Avenue Reconstruction Project**  
**Job No. 2403**  
**County Project No. CP 024-GBB-022**  
**Estimated Final Costs**

| <u>Item</u>  | <u>Amount</u>          | <u>Note</u>   |
|--|------------------------|---|
| <u>Construction Contract Costs</u>                     |                        |   |
| <u>BCM Construction, Inc.</u>                          |                        |   |
| Pay Estimate #1 - Final Pay Estimate<br>(not yet paid) | \$ 917,857.00          | These are contract payments made to the contractor.   |
| <i>Subtotal</i>  | <u>\$ 917,857.00</u>   |   |
| <u>City Engineering Charges (Ulland's Work)</u>        |                        |   |
| #1 - Final (not yet paid)                              | \$ 73,428.56           | These charges are the City's standard Engineering charge that is charged against all projects. The charge is 8% of the construction contract and is charged at the time the |
| <i>Subtotal</i>  | <u>\$ 73,428.56</u>    |   |
| <u>Miscellaneous Costs</u>                             |                        |   |
| <u>Contingency</u>                                     | <u>\$ 87,393.21</u>    |   |
| <u>Miscellaneous</u>                                   |                        |   |
| MPCA (Stormwater permit)                               | \$ 408.50              | These are for miscellaneous charges associated with the project   |
| <i>Subtotal</i>  | <u>\$ 408.50</u>       |   |
| <u>Professional Services</u>                           |                        |   |
| Chosen Valley Testing                                  | \$ 2,642.14            | These are charges for professional services including soil borings and materials testing services, and appraisals   |
| Chosen Valley Testing (estimated)                      | \$ 1,000.00            |   |
| <i>Subtotal</i>  | <u>\$ 3,642.14</u>     |   |
| <u>Advertising</u>                                     |                        |   |
| Albert Lea Newspaper, Inc.                             | \$ 132.01              | These are the charges for the contract advertisement for bids   |
| Albert Lea Newspaper, Inc.                             | \$ 209.84              |   |
| <i>Subtotal</i>  | <u>\$ 341.85</u>       |   |
| <b>Total Final Costs</b>                               | <b>\$ 1,083,071.26</b> |   |
| Total Engineering Cost %                               | 8.00%                  | This is what we charge.   |
| Total Miscellaneous Cost %                             | 10.00%                 | We generally assume 8% in our estimates.  |

**CITY OF ALBERT LEA**  
**Marshall Street & Sibley Avenue Reconstruction Project**  
**Job No. 2403**

Draft Final Pay Estimate for Assessments  
September 18, 2024

Contractor: BCM Construction, Inc.

| MN/DOT SPEC NO. | ITEM  | CONTRACT QUANTITY | UNIT COST    | CONTRACT AMOUNT | Quantity Previously Reported | Quantity Completed This Period | Quantity Completed To Date | Final Amount |
|-----------------|---|-------------------|--------------|-----------------|------------------------------|--------------------------------|----------------------------|--------------|
| 2021.501        | Mobilization  | 1 L. Sum          | \$ 50,000.00 | \$ 50,000.00    |                              | 1.00                           | 1.00                       | \$ 50,000.00 |
| 2104.502        | Remove Catch Basin                                      | 5 Each            | \$ 300.00    | \$ 1,500.00     |                              | 5                              | 5                          | \$ 1,500.00  |
| 2104.502        | Remove Manhole  | 13 Each           | \$ 300.00    | \$ 3,900.00     |                              | 13.00                          | 13                         | \$ 3,900.00  |
| 2104.502        | Remove Casting  | 18 Each           | \$ 225.00    | \$ 4,050.00     |                              | 18.00                          | 18                         | \$ 4,050.00  |
| 2104.502        | Remove Gate Valve                                       | 8 Each            | \$ 225.00    | \$ 1,800.00     |                              | 8.00                           | 8                          | \$ 1,800.00  |
| 2104.502        | Remove Hydrant  | 3 Each            | \$ 300.00    | \$ 900.00       |                              | 3.00                           | 3                          | \$ 900.00    |
| 2104.503        | Remove Curb & Gutter                                    | 1,939 LF          | \$ 4.00      | \$ 7,756.00     |                              | 1,939.00                       | 1,939                      | \$ 7,756.00  |
| 2104.503        | Remove Storm Sewer                                      | 665 LF            | \$ 8.00      | \$ 5,320.00     |                              | 665.00                         | 665                        | \$ 5,320.00  |
| 2104.503        | Remove Sanitary Sewer                                   | 830 LF            | \$ 2.00      | \$ 1,660.00     |                              | 830.00                         | 830                        | \$ 1,660.00  |
| 2104.503        | Remove Water Main                                       | 983 LF            | \$ 2.00      | \$ 1,966.00     |                              | 983.00                         | 983                        | \$ 1,966.00  |
| 2104.504        | Remove Overlaid Concrete Pavement                       | 1,286 SY          | \$ 9.00      | \$ 11,574.00    |                              | 1,286.00                       | 1,286                      | \$ 11,574.00 |
| 2104.504        | Remove Bituminous Pavement                              | 1,341 SY          | \$ 3.00      | \$ 4,023.00     |                              | 1,341.00                       | 1,341                      | \$ 4,023.00  |
| 2104.504        | Remove Concrete Pavement                                | 1,100 SY          | \$ 9.00      | \$ 9,900.00     |                              | 1,100.00                       | 1,100                      | \$ 9,900.00  |
| 2104.518        | Remove Concrete Walk                                    | 4,270 SF          | \$ 1.50      | \$ 6,405.00     |                              | 4,270.00                       | 4,270                      | \$ 6,405.00  |
| 2104.518        | Remove Bituminous Driveway Pavement                     | 2,860 SF          | \$ 1.50      | \$ 4,290.00     |                              | 2,860.00                       | 2,860                      | \$ 4,290.00  |
| 2104.518        | Remove Concrete Driveway Pavement                       | 2,408 SF          | \$ 1.50      | \$ 3,612.00     |                              | 2,408.00                       | 2,408                      | \$ 3,612.00  |
| 2105.607        | Common Excavation                                       | 2,759 CY          | \$ 12.00     | \$ 33,108.00    |                              | 2,759.00                       | 2,759                      | \$ 33,108.00 |
| 2105.609        | Select Granular Borrow                                  | 1,354 Tons        | \$ 13.00     | \$ 17,602.00    |                              | 1,354.00                       | 1,354                      | \$ 17,602.00 |
| 2211.509        | Aggregate Base Class 5                                  | 3,612 Tons        | \$ 20.00     | \$ 72,240.00    |                              | 3,612.00                       | 3,612                      | \$ 72,240.00 |
| 2357.506        | Bituminous Material for Tack Coat                       | 375 Gal           | \$ 3.00      | \$ 1,125.00     |                              | 375.00                         | 375                        | \$ 1,125.00  |
| 2360.504        | Type SP 9.5 Wearing Course Mix (2, C) Driveway Patching | 1,270 SF          | \$ 6.50      | \$ 8,255.00     |                              | 1,270.00                       | 1,270                      | \$ 8,255.00  |
| 2360.509        | Type SP 12.5 Wearing Course Mix (2, C)                  | 619 Tons          | \$ 104.00    | \$ 64,376.00    |                              | 619.00                         | 619                        | \$ 64,376.00 |
| 2360.509        | Type SP 9.5 Wearing Course Mix (2, C) Installed in 2025 | 412 Tons          | \$ 117.00    | \$ 48,204.00    |                              | 412.00                         | 412                        | \$ 48,204.00 |
| 2503.503        | 12" RC Pipe Sewer Class V                               | 118 LF            | \$ 86.00     | \$ 10,148.00    |                              | 118.00                         | 118                        | \$ 10,148.00 |



| MN/DOT SPEC NO. | ITEM   | CONTRACT QUANTITY | UNIT COST   | CONTRACT AMOUNT | Quantity Previously Reported | Quantity Completed This Period | Quantity Completed To Date | Final Amount |
|-----------------|--|-------------------|-------------|-----------------|------------------------------|--------------------------------|----------------------------|--------------|
| 2503.503        | 18" RC Pipe Sewer Class V                          | 73 LF             | \$ 96.00    | \$ 7,008.00     |                              | 73.00                          | 73                         | \$ 7,008.00  |
| 2503.503        | 30" RC Pipe Sewer Class V                          | 212 LF            | \$ 210.00   | \$ 44,520.00    |                              | 212.00                         | 212                        | \$ 44,520.00 |
| 2503.503        | 8" PVC Pipe Sewer                                  | 271 LF            | \$ 61.00    | \$ 16,531.00    |                              | 271.00                         | 271                        | \$ 16,531.00 |
| 2503.503        | 12" PVC Pipe Sewer                                 | 360 LF            | \$ 75.00    | \$ 27,000.00    |                              | 360.00                         | 360                        | \$ 27,000.00 |
| 2503.601        | Temporary Bypass Pumping                           | 1 L.Sum           | \$ 7,000.00 | \$ 7,000.00     |                              | 1.00                           | 1                          | \$ 7,000.00  |
| 2503.602        | Connect to Existing Storm Sewer                    | 3 Each            | \$ 575.00   | \$ 1,725.00     |                              | 3.00                           | 3                          | \$ 1,725.00  |
| 2503.602        | Connect to Existing Sanitary Sewer                 | 2 Each            | \$ 500.00   | \$ 1,000.00     |                              | 2.00                           | 2                          | \$ 1,000.00  |
| 2503.602        | Connect to Existing Manhole                        | 1 Each            | \$ 800.00   | \$ 800.00       |                              | 1.00                           | 1                          | \$ 800.00    |
| 2503.602        | Connect to Existing Manhole (Sanitary)             | 1 Each            | \$ 900.00   | \$ 900.00       |                              | 1.00                           | 1                          | \$ 900.00    |
| 2503.603        | 4" PVC Sanitary Service Pipe                       | 8 Each            | \$ 1,800.00 | \$ 14,400.00    |                              | 8.00                           | 8                          | \$ 14,400.00 |
| 2503.603        | 6" PVC Sanitary Service Pipe                       | 8 Each            | \$ 2,000.00 | \$ 16,000.00    |                              | 8.00                           | 8                          | \$ 16,000.00 |
| 2503.603        | Lining Sewer Pipe 36"                              | 345 LF            | \$ 495.00   | \$ 170,775.00   |                              |                                | 0                          | \$ -         |
| 2504.601        | Temporary Water Service                            | 1 L.Sum           | \$ 7,000.00 | \$ 7,000.00     |                              | 1.00                           | 1                          | \$ 7,000.00  |
| 2504.602        | Hydrant  | 3 Each            | \$ 6,100.00 | \$ 18,300.00    |                              | 3.00                           | 3                          | \$ 18,300.00 |
| 2504.602        | 6" Gate Valve & Box                                | 5 Each            | \$ 2,200.00 | \$ 11,000.00    |                              | 5.00                           | 5                          | \$ 11,000.00 |
| 2504.602        | 12" Gate Valve & Box                               | 3 Each            | \$ 5,350.00 | \$ 16,050.00    |                              | 3.00                           | 3                          | \$ 16,050.00 |
| 2504.602        | Connect to Existing Water Main                     | 4 Each            | \$ 500.00   | \$ 2,000.00     |                              | 4.00                           | 4                          | \$ 2,000.00  |
| 2504.602        | Water Service System                               | 16 Each           | \$ 2,000.00 | \$ 32,000.00    |                              | 16.00                          | 16                         | \$ 32,000.00 |
| 2504.603        | 6" C900 Watermain w/Tracer Wire                    | 549 LF            | \$ 60.00    | \$ 32,940.00    |                              | 549.00                         | 549                        | \$ 32,940.00 |
| 2504.603        | 12" C900 Watermain w/Tracer Wire                   | 570 LF            | \$ 95.00    | \$ 54,150.00    |                              | 570.00                         | 570                        | \$ 54,150.00 |
| 2504.608        | Watermain Fittings                                 | 929 Lbs           | \$ 14.00    | \$ 13,006.00    |                              | 929.00                         | 929                        | \$ 13,006.00 |
| 2506.502        | Casting Assembly                                   | 12 Each           | \$ 1,100.00 | \$ 13,200.00    |                              | 12.00                          | 12                         | \$ 13,200.00 |
| 2506.502        | Const Drainage Structure Des 48-4020               | 1 Each            | \$ 3,900.00 | \$ 3,900.00     |                              | 1.00                           | 1                          | \$ 3,900.00  |
| 2506.502        | Const Drainage Structure Des 60-4020               | 2 Each            | \$ 8,500.00 | \$ 17,000.00    |                              | 2.00                           | 2                          | \$ 17,000.00 |
| 2506.502        | Const Drainage Structure, 3'x2' Rectangular        | 5 Each            | \$ 1,700.00 | \$ 8,500.00     |                              | 5.00                           | 5                          | \$ 8,500.00  |
| 2506.502        | Construct Manhole, Design F                        | 4 Each            | \$ 5,100.00 | \$ 20,400.00    |                              | 4.00                           | 4                          | \$ 20,400.00 |
| 2521.518        | 4" Concrete Walk                                   | 5,486 SF          | \$ 7.50     | \$ 41,145.00    |                              | 5,486.00                       | 5,486                      | \$ 41,145.00 |
| 2531.503        | Concrete Curb & Gutter Design B624                 | 1,121 LF          | \$ 25.00    | \$ 28,025.00    |                              | 1,121.00                       | 1,121                      | \$ 28,025.00 |
| 2531.503        | Concrete Curb & Gutter Design B624 w/Sidewalk Sill | 758 LF            | \$ 26.00    | \$ 19,708.00    |                              | 758.00                         | 758                        | \$ 19,708.00 |
| 2531.504        | 6" Concrete Driveway Pavement                      | 3,333 SF          | \$ 11.00    | \$ 36,663.00    |                              | 3,333.00                       | 3,333                      | \$ 36,663.00 |

| MN/DOT SPEC NO. | ITEM                                     | CONTRACT QUANTITY | UNIT COST   | CONTRACT AMOUNT | Quantity Previously Reported | Quantity Completed This Period | Quantity Completed To Date | Final Amount |
|-----------------|--|-------------------|-------------|-----------------|------------------------------|--------------------------------|----------------------------|--------------|
| 2531.618        | Truncated Domes                          | 48 SF             | \$ 45.00    | \$ 2,160.00     |                              | 48.00                          | 48                         | \$ 2,160.00  |
| 2563.603        | Traffic Control                          | 1 L. Sum          | \$ 4,000.00 | \$ 4,000.00     |                              | 1.00                           | 1.00                       | \$ 4,000.00  |
| 2573.501        | Storm Drain Inlet Protection             | 7 Each            | \$ 100.00   | \$ 700.00       |                              | 7.00                           | 7                          | \$ 700.00    |
| 2574.507        | Common Topsoil Borrow                    | 125 CY            | \$ 27.00    | \$ 3,375.00     |                              | 125.00                         | 125                        | \$ 3,375.00  |
| 2575.504        | Sodding Type Lawn                        | 1,043 SY          | \$ 15.00    | \$ 15,645.00    |                              | 1,043.00                       | 1,043                      | \$ 15,645.00 |
| 2582.503        | 4" Solid Line Multi Comp (White)         | 332 LF            | \$ 11.00    | \$ 3,652.00     |                              | 332.00                         | 332                        | \$ 3,652.00  |
| 2582.503        | 4" Double Solid Line Multi Comp (Yellow) | 67 LF             | \$ 20.00    | \$ 1,340.00     |                              | 67.00                          | 67                         | \$ 1,340.00  |
| 2582.518        | Pavt Msg Multi Comp (Left Arrow)         | 1 Each            | \$ 700.00   | \$ 700.00       |                              | 1.00                           | 1                          | \$ 700.00    |
| 2582.518        | Pavt Msg Multi Comp (Right Arrow)        | 1 Each            | \$ 700.00   | \$ 700.00       |                              | 1.00                           | 1                          | \$ 700.00    |
| C.O. #1         | Lining Sewer Pipe 36"                    | -345 LF           | \$ 495.00   | \$ (170,775.00) |                              |                                | 0                          | \$ -         |

| MN/DOT<br>SPEC NO. | ITEM | CONTRACT<br>QUANTITY | UNIT COST | CONTRACT<br>AMOUNT                              | Quantity<br>Previously<br>Reported | Quantity<br>Completed<br>This Period | Quantity<br>Completed To<br>Date    | Final Amount         |
|--------------------|------|----------------------|-----------|---|------------------------------------|--------------------------------------|-------------------------------------|----------------------|
|                    |      |                      |           | Original Contract Total:                        | \$ 1,088,632.00                    |                                      | Total Earned to Date                | \$ 917,857.00        |
|                    |      |                      |           | Net Change by Change Orders:                    | \$ (170,775.00)                    |                                      | 0% Retainage                        | \$ -                 |
|                    |      |                      |           | Contract Total to Date:                         | \$ 917,857.00                      |                                      | Retainage this Pay Estimate         | \$ -                 |
|                    |      |                      |           | Balance to Finish, Plus Retainage:              | \$ -                               |                                      | Total Earned Less Retainage to Date | \$ 917,857.00        |
|                    |      |                      |           | Percentage Complete:                            | 100%                               |                                      | Less Previous Payments              | \$ -                 |
|                    |      |                      |           | 8% Engr. To Be Credited to 101-43110-430-43092: | \$ 73,428.56                       |                                      | PAYMENT THIS ESTIMATE               | \$ <u>917,857.00</u> |

**Final Assessment Roll**  
**Marshall Street & Sibley Avenue Project**  
**Job No. 2403**  
**September 18, 2024**

Street Assessment Rate: \$ 160.45  
Side Credit Rate: \$ 56.16

Sidewalk Assessment Rate: \$ 3.20  
Sidewalk Side Credit Rate: \$ 1.12

| Roll No.       | Owner                                      | Property Address | Owner Address       | Owner City, State Zip | Parcel No. | Front Feet | Side Feet | Assessment    | Side Credit    | Sidewalk Installation Assessments |                                  |                                    |                                 | Total Preliminary Assessment |               |
|----------------|--|------------------|---------------------|-----------------------|------------|------------|-----------|---------------|----------------|-----------------------------------|----------------------------------|------------------------------------|---------------------------------|------------------------------|---------------|
|                |  |                  |                     |                       |            |            |           |               |                | Sidewalk Installation SF          | Sidewalk Installation Assessment | Sidewalk Inst Corner Lot Credit SF | Sidewalk Inst Corner Lot Credit |                              |               |
| 1              | ST ROMAIN,STACIA &, MICHAEL ST ROMAIN      | 719 MARSHALL ST  | 1621 PORTLAND AVE   | ALBERT LEA, MN 56007  | 341801580  | 25.00      |           | \$ 4,011.25   |                |                                   |                                  |                                    |                                 | \$ 4,011.25                  |               |
| 2              | ST ROMAIN,STACIA &, MICHAEL ST ROMAIN      | 721 MARSHALL ST  | 1621 PORTLAND AVE   | ALBERT LEA, MN 56007  | 341801590  | 25.00      |           | \$ 4,011.25   |                |                                   | 250.00                           | \$ 800.00                          |                                 | \$ 4,811.25                  |               |
| 3              | MAHER,MARK &, LORI MAHER                   | 723 MARSHALL ST  | 118 SMITH DR        | BLUE EARTH, MN 56013  | 341801601  | 50.00      |           | \$ 8,022.50   |                |                                   | 500.00                           | \$ 1,600.00                        |                                 | \$ 9,622.50                  |               |
| 4              | PEIL,JUDITH A, C/O DANIEL W STROMLEY       | 801 MARSHALL ST  | PO BOX 558          | ROCKWELL, IA 50469    | 341801750  | 100.00     |           | \$ 16,045.00  |                |                                   | 500.00                           | \$ 1,600.00                        |                                 | \$ 17,645.00                 |               |
| 5              | KACZOR,MARK C &, KAMI R KACZOR             | 817 MARSHALL ST  | 285 N STATE ST      | GARNER, IA 50438      | 341801760  |            | 138.46    | \$ 22,215.91  | \$ (7,775.91)  |                                   | 692.30                           | \$ 2,215.36                        | 692.30                          | \$ (775.38)                  | \$ 15,879.98  |
| 6              | ADAMS,ROBERT J                             | 726 MARSHALL ST  | 14503 LIETO LN      | BONITA SPGS, FL 34135 | 341801910  |            | 164.28    | \$ 26,358.73  | \$ (9,225.96)  |                                   |                                  |                                    |                                 | \$ 17,132.77                 |               |
| 7              | STRAIGHT LINE ACRES LLC                    | 810 MARSHALL ST  | 1410 CLOVER LANE SE | OWATONNA, MN 55060    | 341801951  | 156.27     |           | \$ 25,073.52  |                |                                   |                                  |                                    |                                 | \$ 25,073.52                 |               |
| 8              | City Lot Assessments<br>CITY OF ALBERT LEA | NEW DENMARK PARK | 221 CLARK ST E      | ALBERT LEA, MN 56007  | 347870020  |            |           |               |                |                                   |                                  |                                    |                                 | \$ 151,500.00                |               |
| <b>Totals:</b> |  |                  |                     |                       |            | 356.27     | 302.74    | \$ 105,738.16 | \$ (17,001.87) |                                   | 1,942.30                         | \$ 6,215.36                        | 692.30                          | \$ (775.38)                  | \$ 245,676.27 |

Average Assessment: \$ 13,453.75  
Median Assessment: \$ 15,879.98  
Lowest Assessment: \$ 4,011.25  
Highest Assessment: \$ 25,073.52

**Final Cost Summary**  
**Marshall Street & Sibley Avenue Reconstruction Project**  
**City Job No. 2403**  
**September 18, 2024**

| MnDOT Spec No. | Notes | Item   | Unit   | Unit Price   | Sibley Avenue   |              |                       |              |                  | Marshall Street |                    |              |                  |             | Total Marshall Street |               | Total Freeborn County |             | Total Sanitary Sewer (City) |             | Total Watermain (City) |               | Total City of Albert Lea |               | Total                 |              |                             |              |                        |               |                          |               |               |               |      |              |
|----------------|-------|--|--------|--------------|-----------------|--------------|-----------------------|--------------|------------------|-----------------|--------------------|--------------|------------------|-------------|-----------------------|---------------|-----------------------|-------------|-----------------------------|-------------|------------------------|---------------|--------------------------|---------------|-----------------------|--------------|-----------------------------|--------------|------------------------|---------------|--------------------------|---------------|---------------|---------------|------|--------------|
|                |       |  |        |              | Freeborn County |              | Sanitary Sewer (City) |              | Watermain (City) |                 | City of Albert Lea |              | Sibley Ave Total |             | Freeborn County       |               | Sanitary Sewer (City) |             | Watermain (City)            |             | City of Albert Lea     |               | Total Marshall Street    |               | Total Freeborn County |              | Total Sanitary Sewer (City) |              | Total Watermain (City) |               | Total City of Albert Lea |               | Total         |               |      |              |
|                |       |  |        |              | Est. Quantity   | Est. Amount  | Est. Quantity         | Est. Amount  | Est. Quantity    | Est. Amount     | Est. Quantity      | Est. Amount  | Est. Quantity    | Est. Amount | Est. Quantity         | Est. Amount   | Est. Quantity         | Est. Amount | Est. Quantity               | Est. Amount | Est. Quantity          | Est. Amount   | Est. Quantity            | Est. Amount   | Est. Quantity         | Est. Amount  | Est. Quantity               | Est. Amount  | Est. Quantity          | Est. Amount   | Est. Quantity            | Est. Amount   | Est. Quantity | Est. Amount   |      |              |
| 2021.501       |       | Mobilization                                   | L. Sum | \$ 50,000.00 | 0.23            | \$ 11,500.00 | 0.05                  | \$ 2,500.00  | 0.05             | \$ 1,500.00     |                    |              |                  |             | 0.33                  | \$ 16,500.00  | 0.16                  | \$ 8,000.00 | 0.11                        | \$ 5,500.00 | 0.13                   | \$ 6,500.00   | 0.27                     | \$ 13,500.00  | 0.67                  | \$ 33,500.00 | 0.39                        | \$ 19,500.00 | 0.16                   | \$ 8,000.00   | 0.18                     | \$ 9,000.00   | 0.27          | \$ 13,500.00  | 1.00 | \$ 50,000.00 |
| 2104.502       |       | Remove Catch Basin                             | Each   | \$ 300.00    | 2               | \$ 600.00    |                       |              |                  |                 | 2                  | \$ 600.00    |                  |             | 2                     | \$ 600.00     |                       |             |                             |             | 2                      | \$ 600.00     | 3                        | \$ 900.00     | 3                     | \$ 900.00    | 2                           | \$ 600.00    |                        |               | 3                        | \$ 900.00     | 5             | \$ 1,500.00   |      |              |
| 2104.502       |       | Remove Manhole                                 | Each   | \$ 300.00    | 1               | \$ 300.00    | 2                     | \$ 600.00    | 1                | \$ 300.00       | 4                  | \$ 1,200.00  |                  |             | 9                     | \$ 2,700.00   |                       |             |                             |             | 9                      | \$ 2,700.00   | 9                        | \$ 2,700.00   | 3                     | \$ 900.00    | 2                           | \$ 600.00    | 1                      | \$ 300.00     | 9                        | \$ 2,700.00   | 13            | \$ 3,900.00   |      |              |
| 2104.502       |       | Remove Casting                                 | Each   | \$ 225.00    | 3               | \$ 675.00    | 2                     | \$ 450.00    | 1                | \$ 225.00       | 6                  | \$ 1,350.00  |                  |             | 12                    | \$ 2,700.00   |                       |             |                             |             | 12                     | \$ 2,700.00   | 12                       | \$ 2,700.00   | 3                     | \$ 675.00    | 2                           | \$ 450.00    | 1                      | \$ 225.00     | 12                       | \$ 2,700.00   | 18            | \$ 4,050.00   |      |              |
| 2104.502       |       | Remove Gate Valve                              | Each   | \$ 225.00    |                 |              |                       |              | 4                | \$ 900.00       |                    |              |                  |             | 4                     | \$ 900.00     |                       |             |                             |             | 4                      | \$ 900.00     | 4                        | \$ 900.00     |                       |              |                             |              | 4                      | \$ 900.00     | 8                        | \$ 1,800.00   |               |               |      |              |
| 2104.502       |       | Remove Hydrant                                 | Each   | \$ 300.00    |                 |              |                       |              | 1                | \$ 300.00       |                    |              |                  |             | 1                     | \$ 300.00     |                       |             |                             |             | 1                      | \$ 300.00     | 2                        | \$ 600.00     |                       |              |                             |              | 2                      | \$ 600.00     | 3                        | \$ 900.00     |               |               |      |              |
| 2104.503       |       | Remove Curb & Gutter                           | LF     | \$ 4.00      | 896             | \$ 3,584.00  |                       |              |                  |                 | 896                | \$ 3,584.00  |                  |             | 303                   | \$ 1,212.00   |                       |             |                             |             | 740                    | \$ 2,960.00   | 1,043                    | \$ 4,172.00   | 1,199                 | \$ 4,796.00  |                             |              | 740                    | \$ 2,960.00   | 1,939                    | \$ 7,756.00   |               |               |      |              |
| 2104.503       |       | Remove Sewer Pipe (Storm)                      | LF     | \$ 8.00      | 574             | \$ 4,592.00  |                       |              |                  |                 | 574                | \$ 4,592.00  |                  |             | 91                    | \$ 728.00     |                       |             |                             |             | 574                    | \$ 4,592.00   |                          |               |                       |              | 276                         | \$ 552.00    |                        |               | 91                       | \$ 728.00     | 665           | \$ 5,320.00   |      |              |
| 2104.503       |       | Remove Sewer Pipe (Sanitary)                   | LF     | \$ 2.00      |                 |              | 276                   | \$ 552.00    |                  |                 | 276                | \$ 552.00    |                  |             | 554                   | \$ 1,108.00   |                       |             |                             |             | 554                    | \$ 1,108.00   |                          |               |                       |              |                             |              |                        |               | 554                      | \$ 1,108.00   | 830           | \$ 1,660.00   |      |              |
| 2104.503       |       | Remove Water Main                              | LF     | \$ 2.00      |                 |              |                       |              | 486              | \$ 972.00       |                    |              |                  |             | 486                   | \$ 972.00     |                       |             |                             |             | 486                    | \$ 972.00     |                          |               |                       |              |                             |              |                        |               | 486                      | \$ 972.00     | 983           | \$ 1,966.00   |      |              |
| 2104.504       | 1     | Remove Overlaid Concrete Pavement              | SY     | \$ 9.00      |                 |              |                       |              |                  |                 | 1,059              | \$ 9,531.00  |                  |             | 227                   | \$ 2,043.00   |                       |             |                             |             | 1,286                  | \$ 11,574.00  | 1,059                    | \$ 9,531.00   |                       |              |                             |              | 227                    | \$ 2,043.00   | 1,286                    | \$ 11,574.00  | 2,572         | \$ 23,105.00  |      |              |
| 2104.504       |       | Remove Bituminous Pavement                     | SY     | \$ 3.00      | 1,159           | \$ 3,477.00  |                       |              |                  |                 | 1,159              | \$ 3,477.00  |                  |             | 132                   | \$ 396.00     |                       |             |                             |             | 1,291                  | \$ 3,873.00   | 1,159                    | \$ 3,477.00   |                       |              |                             |              | 132                    | \$ 396.00     | 1,291                    | \$ 3,873.00   | 2,490         | \$ 7,470.00   |      |              |
| 2104.504       |       | Remove Concrete Pavement                       | SY     | \$ 9.00      |                 |              |                       |              |                  |                 | 1,159              | \$ 10,383.00 |                  |             | 132                   | \$ 1,188.00   |                       |             |                             |             | 1,291                  | \$ 11,661.00  | 1,159                    | \$ 10,383.00  |                       |              |                             |              | 132                    | \$ 1,188.00   | 1,291                    | \$ 11,661.00  | 2,490         | \$ 22,542.00  |      |              |
| 2104.518       |       | Remove Concrete Walk                           | SF     | \$ 1.50      |                 |              |                       |              |                  |                 | 1,738              | \$ 2,607.00  |                  |             | 7,072                 | \$ 10,608.00  |                       |             |                             |             | 1,738                  | \$ 2,607.00   |                          |               |                       |              |                             |              |                        |               | 1,738                    | \$ 2,607.00   | 2,486         | \$ 3,730.50   |      |              |
| 2104.518       |       | Remove Bituminous Driveway Pavement            | SF     | \$ 1.50      | 2,408           | \$ 3,612.00  |                       |              |                  |                 | 2,408              | \$ 3,612.00  |                  |             | 1,122                 | \$ 1,683.00   |                       |             |                             |             | 2,408                  | \$ 3,612.00   | 2,408                    | \$ 3,612.00   |                       |              |                             |              | 1,122                  | \$ 1,683.00   | 2,408                    | \$ 3,612.00   | 2,408         | \$ 3,612.00   |      |              |
| 2105.607       |       | Common Excavation                              | CY     | \$ 12.00     | 908             | \$ 10,896.00 |                       |              |                  |                 | 908                | \$ 10,896.00 |                  |             | 730                   | \$ 8,760.00   |                       |             |                             |             | 1,638                  | \$ 19,656.00  | 908                      | \$ 10,896.00  |                       |              |                             |              | 730                    | \$ 8,760.00   | 1,638                    | \$ 19,656.00  | 2,759         | \$ 33,108.00  |      |              |
| 2305.609       |       | Select Granular Borrow                         | Tons   | \$ 13.00     | 446             | \$ 5,798.00  |                       |              |                  |                 | 446                | \$ 5,798.00  |                  |             | 358                   | \$ 4,654.00   |                       |             |                             |             | 804                    | \$ 10,452.00  | 446                      | \$ 5,798.00   |                       |              |                             |              | 358                    | \$ 4,654.00   | 804                      | \$ 10,452.00  | 1,354         | \$ 17,602.00  |      |              |
| 2311.509       |       | Aggregate Base Class 5                         | Tons   | \$ 20.00     | 1,189           | \$ 23,780.00 |                       |              |                  |                 | 1,189              | \$ 23,780.00 |                  |             | 955                   | \$ 19,100.00  |                       |             |                             |             | 2,144                  | \$ 42,880.00  | 1,189                    | \$ 23,780.00  |                       |              |                             |              | 955                    | \$ 19,100.00  | 2,144                    | \$ 42,880.00  | 3,612         | \$ 72,240.00  |      |              |
| 2357.506       |       | Bituminous Material for Tack Coat              | Gal    | \$ 3.00      | 116             | \$ 348.00    |                       |              |                  |                 | 116                | \$ 348.00    |                  |             | 106                   | \$ 318.00     |                       |             |                             |             | 222                    | \$ 666.00     | 116                      | \$ 348.00     |                       |              |                             |              | 106                    | \$ 318.00     | 222                      | \$ 666.00     | 375           | \$ 1,125.00   |      |              |
| 2380.504       | 2     | Type SP 9.5 Wearing Course Mix (2, C) 4" Thick | SF     | \$ 6.50      | 367             | \$ 2,385.50  |                       |              |                  |                 | 367                | \$ 2,385.50  |                  |             | 303                   | \$ 1,973.50   |                       |             |                             |             | 670                    | \$ 4,359.00   | 367                      | \$ 2,385.50   |                       |              |                             |              | 303                    | \$ 1,973.50   | 670                      | \$ 4,359.00   | 1,270         | \$ 8,250.00   |      |              |
| 2380.509       |       | Type SP 12.5 Wearing Course Mix (2, C)         | Tons   | \$ 104.00    | 191             | \$ 19,864.00 |                       |              |                  |                 | 191                | \$ 19,864.00 |                  |             | 175                   | \$ 18,200.00  |                       |             |                             |             | 366                    | \$ 38,064.00  | 191                      | \$ 19,864.00  |                       |              |                             |              | 175                    | \$ 18,200.00  | 366                      | \$ 38,064.00  | 619           | \$ 64,376.00  |      |              |
| 2380.509       |       | Type SP 9.5 Wearing Course Mix (2, C)          | Tons   | \$ 117.00    | 127             | \$ 14,859.00 |                       |              |                  |                 | 127                | \$ 14,859.00 |                  |             | 117                   | \$ 13,689.00  |                       |             |                             |             | 244                    | \$ 28,548.00  | 127                      | \$ 14,859.00  |                       |              |                             |              | 117                    | \$ 13,689.00  | 244                      | \$ 28,548.00  | 412           | \$ 48,207.00  |      |              |
| 2503.503       |       | 12" RC Pipe Sewer Class V                      | LF     | \$ 86.00     | 34              | \$ 2,924.00  |                       |              |                  |                 | 34                 | \$ 2,924.00  |                  |             | 34                    | \$ 2,924.00   |                       |             |                             |             | 68                     | \$ 5,848.00   | 34                       | \$ 2,924.00   |                       |              |                             |              | 34                     | \$ 2,924.00   | 68                       | \$ 5,848.00   | 118           | \$ 10,144.00  |      |              |
| 2503.503       |       | 18" RC Pipe Sewer Class V                      | LF     | \$ 96.00     | 73              | \$ 7,008.00  |                       |              |                  |                 | 73                 | \$ 7,008.00  |                  |             | 73                    | \$ 7,008.00   |                       |             |                             |             | 146                    | \$ 14,016.00  | 73                       | \$ 7,008.00   |                       |              |                             |              | 73                     | \$ 7,008.00   | 146                      | \$ 14,016.00  | 219           | \$ 21,024.00  |      |              |
| 2503.503       |       | 30" RC Pipe Sewer Class V                      | LF     | \$ 210.00    | 212             | \$ 44,320.00 |                       |              |                  |                 | 212                | \$ 44,320.00 |                  |             | 212                   | \$ 44,320.00  |                       |             |                             |             | 424                    | \$ 88,640.00  | 212                      | \$ 44,320.00  |                       |              |                             |              | 212                    | \$ 44,320.00  | 424                      | \$ 88,640.00  | 844           | \$ 177,280.00 |      |              |
| 2503.503       |       | 8" PVC Pipe Sewer                              | LF     | \$ 61.00     |                 |              | 271                   | \$ 16,531.00 |                  |                 | 271                | \$ 16,531.00 |                  |             | 360                   | \$ 21,960.00  |                       |             |                             |             | 631                    | \$ 38,891.00  | 271                      | \$ 16,531.00  |                       |              |                             |              | 360                    | \$ 21,960.00  | 631                      | \$ 38,891.00  | 1,261         | \$ 77,382.00  |      |              |
| 2503.503       |       | 12" PVC Pipe Sewer                             | LF     | \$ 75.00     |                 |              |                       |              |                  |                 |                    |              |                  |             | 360                   | \$ 27,000.00  |                       |             |                             |             | 720                    | \$ 54,000.00  | 360                      | \$ 27,000.00  |                       |              |                             |              | 720                    | \$ 54,000.00  | 1,440                    | \$ 108,000.00 |               |               |      |              |
| 2503.602       | 3     | Temporary Bypass Pumping                       | L. Sum | \$ 7,000.00  |                 |              | 0.50                  | \$ 3,500.00  |                  |                 | 0.50               | \$ 3,500.00  |                  |             | 360                   | \$ 21,960.00  |                       |             |                             |             | 720                    | \$ 54,000.00  | 360                      | \$ 21,960.00  |                       |              |                             |              | 720                    | \$ 54,000.00  | 1,440                    | \$ 108,000.00 |               |               |      |              |
| 2503.602       |       | Connect to Existing Storm Sewer                | Each   | \$ 575.00    | 2               | \$ 1,150.00  |                       |              |                  |                 | 2                  | \$ 1,150.00  |                  |             | 1                     | \$ 575.00     |                       |             |                             |             | 3                      | \$ 1,725.00   | 2                        | \$ 1,150.00   |                       |              |                             |              | 1                      | \$ 575.00     | 3                        | \$ 1,725.00   | 6             | \$ 3,450.00   |      |              |
| 2503.602       |       | Connect to Existing Sanitary Sewer             | Each   | \$ 500.00    | 1               | \$ 500.00    |                       |              |                  |                 | 1                  | \$ 500.00    |                  |             | 1                     | \$ 500.00     |                       |             |                             |             | 2                      | \$ 1,000.00   | 1                        | \$ 500.00     |                       |              |                             |              | 1                      | \$ 500.00     | 2                        | \$ 1,000.00   | 4             | \$ 2,000.00   |      |              |
| 2503.602       |       | Connect to Existing Manhole                    | Each   | \$ 800.00    | 1               | \$ 800.00    |                       |              |                  |                 | 1                  | \$ 800.00    |                  |             | 1                     | \$ 800.00     |                       |             |                             |             | 2                      | \$ 1,600.00   | 1                        | \$ 800.00     |                       |              |                             |              | 1                      | \$ 800.00     | 2                        | \$ 1,600.00   | 4             | \$ 3,200.00   |      |              |
| 2503.602       |       | Connect to Existing Manhole (Sew)              | Each   | \$ 900.00    |                 |              |                       |              |                  |                 |                    |              |                  |             | 1                     | \$ 900.00     |                       |             |                             |             | 2                      | \$ 1,800.00   | 1                        | \$ 900.00     |                       |              |                             |              | 1                      | \$ 900.00     | 2                        | \$ 1,800.00   | 4             | \$ 3,600.00   |      |              |
| 2503.603       |       | 4" PVC Sanitary Service Pipe                   | Each   | \$ 1,800.00  | 3               | \$ 5,400.00  |                       |              |                  |                 | 3                  | \$ 5,400.00  |                  |             | 5                     | \$ 9,000.00   |                       |             |                             |             | 8                      | \$ 14,400.00  | 3                        | \$ 5,400.00   |                       |              |                             |              | 5                      | \$ 9,000.00   | 8                        | \$ 14,400.00  | 16            | \$ 28,800.00  |      |              |
| 2503.603       |       | 6" PVC Sanitary Service Pipe                   | Each   | \$ 2,000.00  | 3               | \$ 6,000.00  |                       |              |                  |                 | 3                  | \$ 6,000.00  |                  |             | 5                     | \$ 10,000.00  |                       |             |                             |             | 8                      | \$ 16,000.00  | 3                        | \$ 6,000.00   |                       |              |                             |              | 5                      | \$ 10,000.00  | 8                        | \$ 16,000.00  | 16            | \$ 32,000.00  |      |              |
| 2503.603       |       | Utility Sewer Pipe 36"                         | LF     | \$ 495.00    |                 |              |                       |              |                  |                 |                    |              |                  |             | 345                   | \$ 170,775.00 |                       |             |                             |             | 689                    | \$ 341,550.00 | 345                      | \$ 170,775.00 |                       |              |                             |              | 689                    | \$ 341,550.00 | 1,378                    | \$ 683,100.00 |               |               |      |              |
| 2504.601       |       | Temporary Water Service                        | L. Sum | \$ 7,000.00  |                 |              | 0.50                  | \$ 3,500.00  |                  |                 | 0.50               | \$ 3,500.00  |                  |             | 360                   | \$ 21,960.00  |                       |             |                             |             | 720                    | \$ 54,000.00  | 360                      | \$ 21,960.00  |                       |              |                             |              | 720                    | \$ 54,000.00  | 1,440                    | \$ 108,000.00 |               |               |      |              |
| 2504.602       |       | Hydrant  | Each   | \$ 6,100.00  | 1               | \$ 6,100.00  |                       |              |                  |                 | 1                  | \$ 6,100.00  |                  |             | 2                     | \$ 12,200.00  |                       |             |                             |             | 4                      | \$ 24,400.00  | 1                        | \$ 6,100.00   |                       |              |                             |              | 2                      | \$ 12,200.00  | 4                        | \$ 24,400.00  | 8             | \$ 48,800.00  |      |              |
| 2504.602       |       | 6" Gate Valve & Box                            | Each   | \$ 2         |                 |              |                       |              |                  |                 |                    |              |                  |             |                       |               |                       |             |                             |             |                        |               |                          |               |                       |              |                             |              |                        |               |                          |               |               |               |      |              |

RESOLUTION 24

Introduced by Councilor

RESOLUTION CALLING PUBLIC HEARING ON PROPOSED ASSESSMENTS FOR THE 7<sup>TH</sup>  
STREET & WINTER AVENUE RECONSTRUCTION PROJECT (JOB 2404)

WHEREAS, the City Engineer was directed to prepare a proposed assessment of the cost of the 7<sup>th</sup> Street & Winter Avenue Reconstruction Project – Job 2404. The project improved the following streets:

7<sup>th</sup> Street – SE Broadway Avenue (TH-65) to James Avenue  
Winter Avenue – Fountain Street to Abbott Street

WHEREAS, the City Clerk has notified the council that such proposed assessments have been completed and filed in the office of the City Clerk for public inspection.

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

Sec. 1. A hearing shall be held at 7:00 p.m. on November 12, 2024 in the Council Chambers of City Hall located at 221 East Clark Street to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

Sec. 2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

Sec. 3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole assessment, or any part thereof, on such property, with interest accrued to the date of payment to the city finance department, except that no interest shall be charged if the entire assessment is paid by December 13, 2024 - 31 days from the adoption of the assessment. An owner may at any time after certification of the assessment to the county auditor on December 31, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.

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, Olson, Rasmussen, Anderson and Mayor Rich Murray.;

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

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

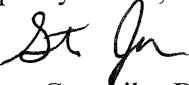
Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council

# Memorandum

---

**DATE:** September 27, 2024  
**TO:** Kristi Brutlag, Daphney Maras, Patrick Ian Rigg  
**FROM:** Steven Jahnke   
**CC:** Councilor Anderson, Councilor Baker  
**SUBJ:** Final Assessments for the 7<sup>th</sup> Street & Winter Avenue Reconstruction Project – Job No. 2404

---

Attached is the final assessment roll and a sample resolution adopting assessments for the Marshall Street & Sibley Avenue Reconstruction Project. The hearing will be called on October 14, 2024, and the final assessment hearing can be held on November 12, 2024.

The table below shows the comparison with the original cost estimate and the projected final costs based on actual bid prices.

|                       | Original Cost Estimate  | Projected Final Costs   | Percent Change |
|-----------------------|-------------------------|-------------------------|----------------|
| Total Estimated Costs | \$1,876,060.75          | \$1,441,832.70          | -23.1%         |
| Assessments           | \$378,912.42<br>(26.3%) | \$366,856.85<br>(25.4%) | -3.2%          |
| Sanitary Sewer Funds  | \$388,760.89<br>(27.0%) | \$235,435.18<br>(16.3%) | -39.4%         |
| Water Funds           | \$386,044.34<br>(26.8%) | \$300,723.49<br>(20.9%) | -22.1%         |
| City Costs            | \$722,343.11<br>(50.1%) | \$538,817.18<br>(37.4%) | -25.4%         |

## Project Description

As of the time of this memo, this project is under active construction with anticipated completion by the end of October. As such, the costs presented are estimated based on projected final quantities and actual bid prices.

This project involves complete reconstruction of the following streets:

- 7<sup>th</sup> Street – SE Broadway Avenue (TH-65) to James Avenue
- Winter Avenue – Fountain Street to Abbott Street

Proposed work will include the complete removal and replacement of the pavement, curb & gutter, sidewalk, sanitary sewer, storm sewer, and watermain.

7<sup>th</sup> Street was narrowed to accommodate a new sidewalk on the north side of the road.



The final lift of asphalt on both streets will be placed in the spring of 2025.

Per the City's Assessment Policy, the assessments are for the pavement and curb & gutter replacement, and 25% of the sidewalk costs.

**Explanation of Final Costs**

Since work is still in progress, the final costs for this report are estimated based on actual bid prices. Actual final costs will be different than what is reported here. Those changes will affect City costs only and would not affect the assessments. Overall, the estimated final costs came in about 23.1% lower than the original estimate. The lower overall costs are mostly due to good bid prices on the underground utility replacements. Bid prices for the assessable items came in only slightly lower than the original estimate and as such, the final assessments are about 3.8% lower than the original estimate.

The table below shows the summary of the final assessments.

|                           |             |
|---------------------------|-------------|
| <b>Average Assessment</b> | \$9,654.13  |
| <b>Median Assessment</b>  | \$9,143.75  |
| <b>Lowest Assessment</b>  | \$6,201.95  |
| <b>Highest Assessment</b> | \$32,964.75 |

The assessments will be over fifteen years and the interest rate will be 5.71%

Please let me know if you have any questions.

**7th Street & Winter Avenue Reconstruction Project**  
**Job No. 2404**  
**Estimated Final Costs**

| <u>Item</u>  | <u>Amount</u>              | <u>Note</u>   |
|--|----------------------------|---|
| <i>Construction Contract Costs</i>                     |                            |   |
| <u>BCM Construction, Inc.</u>                          |                            |   |
| Pay Estimate #1  | \$ 240,866.32              |   |
| Pay Estimate #2  | \$ 154,261.48              |   |
| Pay Estimate #3 - Final Pay Estimate<br>(not yet paid) | \$ 917,325.20              | These are contract payments made to the contractor.   |
| <i>Subtotal</i>  | <b>\$ 1,312,453.00</b>     |   |
| <br><u>City Engineering Charges (Ulland's Work)</u>    |                            |   |
| #1   | \$ 19,269.31               |   |
| #2   | \$ 12,340.92               |   |
| #3 - Final (not yet paid)                              | \$ 73,386.02               |   |
| <i>Subtotal</i>  | <b>\$ 104,996.25</b>       | These charges are the City's standard Engineering charge that is charged against all projects. The charge is 8% of the construction contract and is charged at the time the pay estimates are made. |
| <br><i>Miscellaneous Costs</i>                         |                            |   |
| <u>Contingency</u>                                     |                            |   |
|  | <b>\$ 20,000.00</b>        |   |
| <br><u>Miscellaneous</u>                               |                            |   |
| MPCA (Stormwater permit)                               | \$ 408.50                  |   |
| <i>Subtotal</i>  | <b>\$ 408.50</b>           | These are for miscellaneous charges associated with the project   |
| <br><u>Professional Services</u>                       |                            |   |
| Chosen Valley Testing                                  | \$ 2,642.14                |   |
| Chosen Valley Testing (estimated)                      | \$ 1,000.00                |   |
| <i>Subtotal</i>  | <b>\$ 3,642.14</b>         | These are charges for professional services including soil borings and materials testing services, and appraisals   |
| <br><u>Advertising</u>                                 |                            |   |
| Albert Lea Newspaper, Inc.                             | \$ 127.28                  |   |
| Albert Lea Newspaper, Inc.                             | \$ 205.54                  |   |
| <i>Subtotal</i>  | <b>\$ 332.82</b>           | These are the charges for the contract advertisement for bids   |
| <br><b>Total Final Costs</b>                           | <br><b>\$ 1,441,832.71</b> |   |
| <br>Total Engineering Cost %                           | <br>8.00%                  | <br>This is what we charge.   |
| Total Miscellaneous Cost %                             | 1.86%                      | We generally assume 8% in our estimates.  |

**Final Cost Summary - Assessments**  
**7th Street & Winter Avenue Reconstruction Project**  
**Job No. 2404**  
**September 23, 2024**

| Mn/DOT<br>Spec No. | Item   | Unit   | Estimated<br>Unit Price | Estimated<br>Quantity | Total Estimated<br>Costs |
|--------------------|--|--------|-------------------------|-----------------------|--------------------------|
| 2021.501           | Mobilization                                       | L. Sum | \$ 60,000.00            | 1.00                  | \$ 60,000.00             |
| 2101.505           | Clearing & Grubbing                                | SF     | \$ 15.00                | 203                   | \$ 3,045.00              |
| 2104.502           | Remove MH Casting                                  | Each   | \$ 225.00               | 24                    | \$ 5,400.00              |
| 2104.502           | Remove CB Casting                                  | Each   | \$ 225.00               | 13                    | \$ 2,925.00              |
| 2104.502           | Remove Manhole                                     | Each   | \$ 325.00               | 24                    | \$ 7,800.00              |
| 2104.502           | Remove Catch Basin                                 | Each   | \$ 325.00               | 13                    | \$ 4,225.00              |
| 2104.502           | Remove Gate Valve                                  | Each   | \$ 225.00               | 11                    | \$ 2,475.00              |
| 2104.502           | Remove Hydrant                                     | Each   | \$ 300.00               | 4                     | \$ 1,200.00              |
| 2104.503           | Remove Curb & Gutter                               | L.F.   | \$ 4.00                 | 3,417                 | \$ 13,668.00             |
| 2104.503           | Remove Sanitary Sewer                              | L.F.   | \$ 2.00                 | 1,314                 | \$ 2,628.00              |
| 2104.503           | Remove Storm Sewer                                 | L.F.   | \$ 8.00                 | 1,093                 | \$ 8,744.00              |
| 2104.503           | Remove Watermain                                   | L.F.   | \$ 2.00                 | 1,663                 | \$ 3,326.00              |
| 2104.504           | Remove Bituminous Pavement                         | S.Y.   | \$ 10.00                | 654                   | \$ 6,540.00              |
| 2104.504           | Remove Concrete Pavement                           | S.Y.   | \$ 9.00                 | 5,629                 | \$ 50,661.00             |
| 2104.518           | Remove Concrete Walks & Driveways                  | S.F.   | \$ 1.50                 | 12,699                | \$ 19,048.50             |
| 2105.504           | Geotextile Fabric Type 5                           | SY     | \$ 1.50                 | 2,073                 | \$ 3,109.50              |
| 2105.507           | Common Excavation                                  | C.Y.   | \$ 12.00                | 2,624                 | \$ 31,488.00             |
| 2105.609           | Select Granular Borrow                             | Tons   | \$ 13.00                | 1,866                 | \$ 24,258.00             |
| 2211.509           | Aggregate Base Class 5                             | Tons   | \$ 20.00                | 2,859                 | \$ 57,180.00             |
| 2357.506           | Bituminous Material for Tack Coat                  | Gal    | \$ 3.00                 | 510                   | \$ 1,530.00              |
| 2360.509           | Type SP 9.5 Wearing Course Mix (2;C)               | Tons   | \$ 105.00               | 560                   | \$ 58,800.00             |
| 2360.509           | Type SP 9.5 Wearing Course Mix (2;C)               | Tons   | \$ 118.00               | 560                   | \$ 66,080.00             |
| 2503.503           | 12" RC Pipe Sewer Class V Design 3006              | L.F.   | \$ 71.00                | 805                   | \$ 57,155.00             |
| 2503.503           | 18" RC Pipe Sewer Class V Design 3006              | L.F.   | \$ 96.00                | 122                   | \$ 11,712.00             |
| 2503.602           | Connect to Existing Storm Sewer                    | Each   | \$ 600.00               | 5                     | \$ 3,000.00              |
| 2503.602           | Connect to Existing Sanitary Sewer                 | Each   | \$ 500.00               | 6                     | \$ 3,000.00              |
| 2503.602           | 4" Sanitary Sewer Service                          | Each   | \$ 1,700.00             | 17                    | \$ 28,900.00             |
| 2503.602           | 6" Sanitary Sewer Service                          | Each   | \$ 1,900.00             | 17                    | \$ 32,300.00             |
| 2503.603           | 8" PVC Pipe Sewer                                  | L.F.   | \$ 57.00                | 1,334                 | \$ 76,038.00             |
| 2504.601           | Temporary Water Service                            | L. Sum | \$ 14,000.00            | 1.00                  | \$ 14,000.00             |
| 2504.602           | Hydrant  | Each   | \$ 6,100.00             | 4                     | \$ 24,400.00             |
| 2504.602           | 6" Gate Valve & Box                                | Each   | \$ 2,225.00             | 15                    | \$ 33,375.00             |
| 2504.602           | Connect to Existing Watermain                      | Each   | \$ 450.00               | 8                     | \$ 3,600.00              |
| 2504.602           | Water Service System                               | Each   | \$ 2,000.00             | 34                    | \$ 68,000.00             |
| 2504.602           | 6" C900 Watermain w/Tracer Wire                    | L.F.   | \$ 56.00                | 1,537                 | \$ 86,072.00             |
| 2504.608           | Watermain Fittings                                 | Lbs    | \$ 13.00                | 712                   | \$ 9,256.00              |
| 2506.502           | MH Casting Assembly                                | Each   | \$ 1,150.00             | 17                    | \$ 19,550.00             |
| 2506.502           | CB Casting Assembly                                | Each   | \$ 1,200.00             | 17                    | \$ 20,400.00             |
| 2506.503           | Construct Drainage Structure, Design 48-4020       | Each   | \$ 2,750.00             | 7                     | \$ 19,250.00             |
| 2506.503           | Construct Drainage Structure, Design 72-4020       | Each   | \$ 10,500.00            | 1                     | \$ 10,500.00             |
| 2506.602           | Install Manhole, Design F                          | Each   | \$ 4,000.00             | 9                     | \$ 36,000.00             |
| 2506.603           | Construct Drainage Structure, 3'x2' Rectangular    | Each   | \$ 1,750.00             | 17                    | \$ 29,750.00             |
| 2521.518           | 4" Concrete Walk                                   | S.F.   | \$ 8.00                 | 10,841                | \$ 86,728.00             |
| 2531.503           | Concrete Curb & Gutter Design B624                 | L.F.   | \$ 26.00                | 2,759                 | \$ 71,734.00             |
| 2531.503           | Concrete Curb & Gutter Design B624 w/Sidewalk Sill | L.F.   | \$ 28.00                | 377                   | \$ 10,556.00             |
| 2531.504           | 6" Concrete Driveway Pavement                      | S.F.   | \$ 10.00                | 4,138                 | \$ 41,380.00             |

| Mn/DOT Spec No. | Item                         | Unit   | Estimated Unit Price | Estimated Quantity | Total Estimated Costs |
|-----------------|------------------------------|--------|----------------------|--------------------|-----------------------|
| 2531.618        | Truncated Domes              | S.F.   | \$ 48.00             | 128                | \$ 6,144.00           |
| 2563.601        | Traffic Control              | L. Sum | \$ 7,000.00          | 1.00               | \$ 7,000.00           |
| 2573.501        | Stabilized Construction Exit | Each   | \$ 175.00            | 8                  | \$ 1,400.00           |
| 2573.501        | Storm Drain Inlet Protection | Each   | \$ 100.00            | 27                 | \$ 2,700.00           |
| 2574.507        | Common Topsoil Borrow        | C.Y.   | \$ 20.00             | 400                | \$ 8,000.00           |
| 2575.504        | Sodding Type Lawn            | S.Y.   | \$ 14.00             | 3,065              | \$ 42,910.00          |
| 2575.505        | Seeding                      | Acres  | \$ 2,400.00          | 0.63               | \$ 1,512.00           |
| City Spec       | Foundation Material          | Tons   | \$ 25.00             | 200                | \$ 5,000.00           |
| City Spec       | Density Testing              | Each   | \$ 100.00            | 20                 | \$ 2,000.00           |
| City Spec       | Sanitary Sewer Bypassing     | L. Sum | \$ 5,000.00          | 1.00               | \$ 5,000.00           |

|       |              |    |              |
|-------|--------------|----|--------------|
|       | Subtotal:    | \$ | 1,312,453.00 |
| 8%    | Engineering: | \$ | 104,996.24   |
| 1.86% | Contingency: | \$ | 24,383.46    |

**Total 7th Street & Winter Avenue Reconstruction Project: \$ 1,441,832.70**

**Final Assessments**  
**7th Street & Winter Avenue Reconstruction Project**  
**Job No. 2404**  
**September 24, 2024**

7th St      Winter Ave  
 Assessment Rate:      \$ 146.51      \$ 145.86  
 Side Credit Rate:      \$ 51.28      \$ 51.05

Sidewalk Assessment Rate: \$ 2.35  
 Sidewalk Side Credit Rate: \$ 0.82

| Roll No.       | Owner   | Property Address     | Owner Address         | Owner City, State Zip | Parcel No. | Street     | Side Street | Front Feet      | Front Feet Rate | Side Feet | Side Feet Rate | Street Assessment | Side Credit Rate     | Street Side Credit | Sidewalk Assessments  |                     |                               |                            | Total Preliminary Assessment |                      |
|----------------|---|----------------------|-----------------------|-----------------------|------------|------------|-------------|-----------------|-----------------|-----------|----------------|-------------------|----------------------|--------------------|-----------------------|---------------------|-------------------------------|----------------------------|------------------------------|----------------------|
|                |   |                      |                       |                       |            |            |             |                 |                 |           |                |                   |                      |                    | Sidewalk SF           | Sidewalk Assessment | Sidewalk Corner Lot Credit SF | Sidewalk Corner Lot Credit |                              |                      |
| 1              | SOE,EH GAY  | 205 7TH ST E         | 2176 ARKWRIGHT ST     | SAINT PAUL, MN 55117  | 340362540  | 7th St     |             | 57.50           | \$ 146.51       |           |                | \$ 8,424.33       |                      |                    | 287.50                | \$ 675.63           |                               |                            | \$ 9,099.96                  |                      |
| 2              | ROCHE,STEVEN J  | 203 7TH ST E         | 203 7TH ST E          | ALBERT LEA, MN 56007  | 340362550  | 7th St     |             | 57.50           | \$ 146.51       |           |                | \$ 8,424.33       |                      |                    | 287.50                | \$ 675.63           |                               |                            | \$ 9,099.96                  |                      |
| 3              | LOGE,VIRGIL & MARDELLE O TRUST                            | 211 7TH ST E         | 211 7TH ST E          | ALBERT LEA, MN 56007  | 340362570  |            | 7th St      |                 |                 | 150.00    | \$ 146.51      | \$ 21,976.50      | \$ 51.28             | \$ (7,692.00)      | 750.00                | \$ 1,762.50         | 750.00                        | \$ (615.00)                | \$ 15,432.00                 |                      |
| 4              | FREDEN,CASEY L  | 207 7TH ST E         | 207 7TH ST E          | ALBERT LEA, MN 56007  | 340362580  | 7th St     |             | 71.97           | \$ 146.51       |           |                | \$ 10,544.32      |                      |                    | 359.85                | \$ 845.65           |                               |                            | \$ 11,389.97                 |                      |
| 5              | INGVALDSON,MICHAEL  | 201 7TH ST E         | 150 E WILLOW AVE      | OWATONNA, MN 55060    | 340400150  |            | 7th St      |                 |                 | 81.00     | \$ 146.51      | \$ 11,867.31      | \$ 51.28             | \$ (4,153.68)      | 405.00                | \$ 951.75           | 405.00                        | \$ (332.10)                | \$ 8,333.28                  |                      |
| 6              | NORTHLAND INVESTMENTS LLC, C/O NORTHLAND RESTAURANT GROUP | 1147 BROADWAY AVE SE | 3112 GOLF RD          | EAU CLAIRE, WI 54701  | 340400490  | 7th St     |             | 67.50           | \$ 146.51       |           |                | \$ 9,889.43       |                      |                    | 337.50                | \$ 793.13           |                               |                            | \$ 10,682.56                 |                      |
| 7              | NORTHLAND INVESTMENTS LLC, C/O NORTHLAND RESTAURANT GROUP | 1157 BROADWAY AVE SE | 3112 GOLF RD          | EAU CLAIRE, WI 54701  | 340400500  | 7th St     |             | 48.35           | \$ 146.51       |           |                | \$ 7,083.76       |                      |                    | 241.75                | \$ 568.11           |                               |                            | \$ 7,651.87                  |                      |
| 8              | KLATT,DAVID   | 1317 BROADWAY AVE SE | 1309 ORIOLE DR        | ALBERT LEA, MN 56007  | 340490010  | 7th St     |             | 225.00          | \$ 146.51       |           |                | \$ 32,964.75      |                      |                    |                       |                     |                               |                            | \$ 32,964.75                 |                      |
| 9              | BRAD HAUG PROPERTIES LLC                                  | 220 7TH ST E         | 716 BELGRADE AVE      | MANKATO, MN 56003     | 340490110  | 7th St     |             | 50.00           | \$ 146.51       |           |                | \$ 7,325.50       |                      |                    |                       |                     |                               |                            | \$ 7,325.50                  |                      |
| 10             | WILSON,LAVONNE  | 218 7TH ST E         | 14928 SUMMIT OAKS CIR | BURNSVILLE, MN 55337  | 340490120  | 7th St     |             | 53.00           | \$ 146.51       |           |                | \$ 7,765.03       |                      |                    |                       |                     |                               |                            | \$ 7,765.03                  |                      |
| 11             | STALLKAMP,ELWOOD E &, GWEN STALLKAMP                      | 212 7TH ST E         | 22649 BLUEGRASS RD    | ALBERT LEA, MN 56007  | 340490130  | 7th St     |             | 47.00           | \$ 146.51       |           |                | \$ 6,885.97       |                      |                    |                       |                     |                               |                            | \$ 6,885.97                  |                      |
| 12             | AGUIRRE,JESUS   | 210 7TH ST E         | 210 7TH ST E          | ALBERT LEA, MN 56007  | 340490140  | 7th St     |             | 57.49           | \$ 146.51       |           |                | \$ 8,422.86       |                      |                    |                       |                     |                               |                            | \$ 8,422.86                  |                      |
| 13             | LLC,SOUTH BROADWAY, C/O DAVID KLATT                       | 202 7TH ST E         | 106 S BROADWAY AVE    | ALBERT LEA, MN 56007  | 344740010  | 7th St     |             | 40.00           | \$ 146.51       |           |                | \$ 5,860.40       |                      |                    |                       |                     |                               |                            | \$ 5,860.40                  |                      |
| 14             | LLC,SOUTH BROADWAY, C/O DAVID KLATT                       | 204 7TH ST E         | 106 S BROADWAY AVE    | ALBERT LEA, MN 56007  | 344740020  | 7th St     |             | 40.00           | \$ 146.51       |           |                | \$ 5,860.40       |                      |                    |                       |                     |                               |                            | \$ 5,860.40                  |                      |
| 15             | BG 225 LLC  | 206 7TH ST E         | 203 SOUTH LN          | ALBERT LEA, MN 56007  | 344740040  | 7th St     |             | 40.00           | \$ 146.51       |           |                | \$ 5,860.40       |                      |                    |                       |                     |                               |                            | \$ 5,860.40                  |                      |
| 16             | JENSEN,WILLIAM J  | 318 WINTER AVE       | 317 WINTER DRIVE      | ALBERT LEA, MN 56007  | 341130120  | Winter Ave |             | 89.50           | \$ 145.86       |           |                | \$ 13,054.47      |                      |                    | 447.50                | \$ 1,051.63         |                               |                            | \$ 14,106.10                 |                      |
| 17             | KURTH,STEVEN L &, LESLIE M KURTH                          | 1019 AUTUMN ST       | 610 PARK AVE W        | ALBERT LEA, MN 56007  | 341130300  |            | Winter Ave  |                 |                 | 72.27     | \$ 145.86      | \$ 10,541.30      | \$ 51.05             | \$ (3,689.38)      | 361.35                | \$ 849.17           | 361.35                        | \$ (296.31)                | \$ 7,404.78                  |                      |
| 18             | K&N HOMES LLC   | 923 ABBOTT ST        | 13 N PIKI PLACE       | LAHAINA, HI 96761     | 341130450  | Winter Ave |             | 66.28           | \$ 145.86       |           |                | \$ 9,667.60       |                      |                    | 331.40                | \$ 778.79           |                               |                            | \$ 10,446.39                 |                      |
| 19             | EGGERS,CLARENCE F &, LAVONNE L EGGERS                     | 410 WINTER AVE       | 410 WINTER AVE        | ALBERT LEA, MN 56007  | 341130460  | Winter Ave |             | 66.24           | \$ 145.86       |           |                | \$ 9,661.77       |                      |                    | 331.20                | \$ 778.32           |                               |                            | \$ 10,440.09                 |                      |
| 20             | MONSON,DYLAN T  | 406 WINTER AVE       | 406 WINTER AVE        | ALBERT LEA, MN 56007  | 341130470  | Winter Ave |             | 58.03           | \$ 145.86       |           |                | \$ 8,464.26       |                      |                    | 290.15                | \$ 681.85           |                               |                            | \$ 9,146.11                  |                      |
| 21             | ASHPOLE,BONNIE F  | 1020 AUTUMN ST       | 1020 AUTUMN ST        | ALBERT LEA, MN 56007  | 341130480  | Winter Ave |             | 58.00           | \$ 145.86       |           |                | \$ 8,459.88       |                      |                    | 290.00                | \$ 681.50           |                               |                            | \$ 9,141.38                  |                      |
| 22             | MATTICE,JOSEPH A &, CARISSA M MATTICE                     | 413 WINTER AVE       | 3901 14TH ST NE       | AUSTIN, MN 55912      | 341130710  |            | Winter Ave  |                 |                 | 91.88     | \$ 145.86      | \$ 13,401.62      | \$ 51.05             | \$ (4,690.47)      | 459.40                | \$ 1,079.59         | 459.40                        | \$ (376.71)                | \$ 9,414.03                  |                      |
| 23             | BALTHAZOR,RYAN  | 411 WINTER AVE       | 411 WINTER AVE        | ALBERT LEA, MN 56007  | 341130720  | Winter Ave |             | 73.00           | \$ 145.86       |           |                | \$ 10,647.78      |                      |                    | 365.00                | \$ 857.75           |                               |                            | \$ 11,505.53                 |                      |
| 24             | PACHECO,ALBERTO F &, CANDI PACHECO                        | 405 WINTER AVE       | 405 WINTER AVE        | ALBERT LEA, MN 56007  | 341130790  | Winter Ave |             | 50.00           | \$ 145.86       |           |                | \$ 7,293.00       |                      |                    | 250.00                | \$ 587.50           |                               |                            | \$ 7,880.50                  |                      |
| 25             | VELA,ADRIAN   | 403 WINTER AVE       | 23 25TH AVE NW        | OWATONNA, MN 55060    | 341130800  | Winter Ave |             | 45.00           | \$ 145.86       |           |                | \$ 6,563.70       |                      |                    | 225.00                | \$ 528.75           |                               |                            | \$ 7,092.45                  |                      |
| 26             | NC REAL ESTATE LLC  | 401 WINTER AVE       | P O BOX 746           | ROUNDUP, MT 59072     | 341130810  | Winter Ave |             | 78.79           | \$ 145.86       |           |                | \$ 11,492.31      |                      |                    | 393.95                | \$ 925.78           |                               |                            | \$ 12,418.09                 |                      |
| 27             | JENSEN,WILLIAM JOSEPH                                     | 317 WINTER AVE       | 317 WINTER AVE        | ALBERT LEA, MN 56007  | 341130960  | Winter Ave |             | 39.35           | \$ 145.86       |           |                | \$ 5,739.59       |                      |                    | 196.75                | \$ 462.36           |                               |                            | \$ 6,201.95                  |                      |
| 28             | KURTH,STEVEN L &, LESLIE M KURTH                          | 323 WINTER AVE       | 610 PARK AVE W        | ALBERT LEA, MN 56007  | 341130970  | Winter Ave |             | 40.00           | \$ 145.86       |           |                | \$ 5,834.40       |                      |                    | 200.00                | \$ 470.00           |                               |                            | \$ 6,304.40                  |                      |
| 29             | EVERGREEN VENTURES LLC, C/O DANIEL RAYGOR                 | 327 WINTER AVE       | 209 ST PAUL ST SW     | PRESTON, MN 55965     | 341130980  | Winter Ave |             | 54.19           | \$ 145.86       |           |                | \$ 7,904.15       |                      |                    | 270.95                | \$ 636.73           |                               |                            | \$ 8,540.88                  |                      |
| 30             | ADAMS,LEAH M  | 304 WINTER AVE       | 304 WINTER AVE        | ALBERT LEA, MN 56007  | 341130070  | Winter Ave |             | 60.00           | \$ 145.86       |           |                | \$ 8,751.60       |                      |                    | 300.00                | \$ 705.00           |                               |                            | \$ 9,456.60                  |                      |
| 31             | HARRIS,PATRICK &, MOLLY TREBELHORN                        | 932 FOUNTAIN ST W    | 932 FOUNTAIN ST W     | ALBERT LEA, MN 56007  | 341130080  |            | Winter Ave  |                 |                 | 67.98     | \$ 145.86      | \$ 9,915.56       | \$ 51.05             | \$ (3,470.38)      | 339.90                | \$ 798.77           | 339.90                        | \$ (278.72)                | \$ 6,965.23                  |                      |
| 32             | HENDRICKSON,RUSSELL E                                     | 312 WINTER AVE       | 312 WINTER AVE        | ALBERT LEA, MN 56007  | 341130090  | Winter Ave |             | 66.00           | \$ 145.86       |           |                | \$ 9,626.76       |                      |                    | 330.00                | \$ 775.50           |                               |                            | \$ 10,402.26                 |                      |
| 33             | ANDERSON,RAYMOND A &, BONNIE J ANDERSON                   | 307 WINTER AVE       | 307 WINTER AVE        | ALBERT LEA, MN 56007  | 341130910  | Winter Ave |             | 57.00           | \$ 145.86       |           |                | \$ 8,314.02       |                      |                    | 285.00                | \$ 669.75           |                               |                            | \$ 8,983.77                  |                      |
| 34             | QUINTANILLA,RAYMOND M                                     | 309 WINTER AVE       | 309 WINTER AVE        | ALBERT LEA, MN 56007  | 341130930  | Winter Ave |             | 66.00           | \$ 145.86       |           |                | \$ 9,626.76       |                      |                    | 330.00                | \$ 775.50           |                               |                            | \$ 10,402.26                 |                      |
| 35             | LEE,PHILIP J  | 313 WINTER AVE       | 111 MCARTHUR DR       | ALBERT LEA, MN 56007  | 341130950  | Winter Ave |             | 66.00           | \$ 145.86       |           |                | \$ 9,626.76       |                      |                    | 330.00                | \$ 775.50           |                               |                            | \$ 10,402.26                 |                      |
| 36             | MARK,DUSTIN P &, TIFFANY A MARK                           | 1002 FOUNTAIN ST W   | 1002 FOUNTAIN ST W    | ALBERT LEA, MN 56007  | 341130990  |            | Winter Ave  |                 |                 | 66.00     | \$ 145.86      | \$ 9,626.76       | \$ 51.05             | \$ (3,369.30)      | 330.00                | \$ 775.50           | 330.00                        | \$ (270.60)                | \$ 6,762.36                  |                      |
| 37             | OAKLAND,CALOB M   | 314 WINTER AVE       | 314 WINTER AVE        | ALBERT LEA, MN 56007  | 341130100  | Winter Ave |             | 66.00           | \$ 145.86       |           |                | \$ 9,626.76       |                      |                    | 330.00                | \$ 775.50           |                               |                            | \$ 10,402.26                 |                      |
| 38             | EVERGREEN VENTURES LLC, C/O DANIEL RAYGOR                 | 316 WINTER AVE       | 209 ST PAUL ST SW     | PRESTON, MN 55965     | 341130110  | Winter Ave |             | 66.00           | \$ 145.86       |           |                | \$ 9,626.76       |                      |                    | 330.00                | \$ 775.50           |                               |                            | \$ 10,402.26                 |                      |
| <b>Totals:</b> |   |                      |                       |                       |            |            |             | <b>2,020.69</b> |                 |           | <b>529.13</b>  | <b>\$ 876.46</b>  | <b>\$ 372,622.86</b> | <b>\$ 306.76</b>   | <b>\$ (27,065.21)</b> | <b>9,986.65</b>     | <b>\$ 23,468.64</b>           | <b>2,645.65</b>            | <b>\$ (2,169.44)</b>         | <b>\$ 366,856.85</b> |

7th St Assessments  
 Average Assessment: \$ 10,175.66  
 Median Assessment: \$ 8,333.28  
 Lowest Assessment: \$ 5,860.40  
 Highest Assessment: \$ 32,964.75

Winter Ave Assessments  
 Average Assessment: \$ 9,314.00  
 Median Assessment: \$ 9,414.03  
 Lowest Assessment: \$ 6,201.95  
 Highest Assessment: \$ 14,106.10

Overall Assessments  
 Average Assessment: \$ 9,654.13  
 Median Assessment: \$ 9,099.96  
 Lowest Assessment: \$ 5,860.40  
 Highest Assessment: \$ 32,964.75

RESOLUTION 24-

Introduced by Councilor

RESOLUTION CALLING PUBLIC HEARING ON PROPOSED ASSESSMENTS FOR THE 2024 ALLEY  
RECONSTRUCTION PROJECT (JOB 2405)

WHEREAS, the City Engineer was directed to prepare a proposed assessment of the cost of the 2024 Alley Reconstruction Project – Job 2405. The project improved the alleys between Elizabeth Avenue and Newton Avenue from Clark Street to College Street; and

WHEREAS, the City Clerk has notified the council that such proposed assessments have been completed and filed in the office of the City Clerk for public inspection.

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

Sec. 1. A hearing shall be held at 7:00 p.m. on November 12, 2024 in the Council Chambers of City Hall located at 221 East Clark Street to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

Sec. 2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

Sec. 3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole assessment, or any part thereof, on such property, with interest accrued to the date of payment to the city finance department, except that no interest shall be charged if the entire assessment is paid by December 13, 2024 - 31 days from the adoption of the assessment. An owner may at any time after certification of the assessment to the county auditor on December 31, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.

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, Olson, Rasmussen, Anderson and Mayor Rich Murray.;

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

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

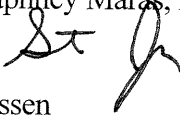
Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council

# Memorandum

---

**DATE:** September 27, 2024  
**TO:** Kristi Brutlag, Daphney Maras, Patrick Ian Rigg  
**FROM:** Steven Jahnke   
**CC:** Councilor Rasmussen  
**SUBJ:** Final Assessments for the 2024 Alley Reconstruction Project – Job No. 2405

---

Attached is the final assessment roll and a sample resolution adopting assessments for the 2024 Alley Reconstruction Project. The hearing will be called on October 14, 2024, and the final assessment hearing can be held on November 12, 2024.

The table below shows the comparison with the original cost estimate and the projected final costs based on actual bid prices.

|                       | Original Cost Estimate  | Projected Final Costs   | Percent Change |
|-----------------------|-------------------------|-------------------------|----------------|
| Total Estimated Costs | \$274,623.76            | \$244,508.49            | -11.0%         |
| Assessments           | \$137,648.57<br>(50.1%) | \$137,648.57<br>(56.3%) | -0.0%          |
| Sanitary Sewer Funds  | \$60,416.00<br>(22.0%)  | \$30,652.95<br>(12.5%)  | -49.3%         |
| City Costs            | \$76,559.19<br>(27.9%)  | \$76,206.97<br>(31.2%)  | -0.5%          |

## **Project Description**

As of the time of this memo, this project is under active construction with anticipated completion by the end of October. As such, the costs presented are estimated based on projected final quantities and actual bid prices.

This project involves the complete removal and replacement of the concrete alley pavement in the alleys between Elizabeth Avenue and Newton Avenue from Clark Street to College Street.

The project also includes repairing and lining the sanitary sewer manholes located within the alleys.

## **Explanation of Final Costs**

Since work is in progress, the final costs for this report are estimated based on projected final quantities and actual bid prices. Actual final costs will be different than what is reported here. Those changes will affect City costs only and would not affect the assessments. Overall, the estimated

final costs came in about 11.0% lower than the original estimate. The lower overall costs are mostly due to good bid prices on the sewer manhole repairs. Bid prices for the assessable items came in slightly higher than the original estimate and as such, the final assessments are the same as the original estimate.

The table below shows the summary of the final assessments.

|                    |             |
|--------------------|-------------|
| Average Assessment | \$8,603.04  |
| Median Assessment  | \$8,691.56  |
| Lowest Assessment  | \$2,691.42  |
| Highest Assessment | \$14,222.32 |

The assessments will be over ten years and the interest rate will be 5.71%

Please let me know if you have any questions.



**Final Assessments  
2024 Alley Reconstruction Project  
Job No. 2405  
September 25, 2024**

Assessment Rate: \$ 120.80  
Side Credit Rate: \$ 42.28

| Roll No. | Owner  | Property Address  | Owner Address     | Owner City, State Zip          | Parcel No. | Alley Feet | Alley Side Feet | Assessment    | Side Credit    | Total Preliminary Assessment |
|----------|--|-------------------|-------------------|--------------------------------|------------|------------|-----------------|---------------|----------------|------------------------------|
| 1        | 212 SOUTH BROADWAY                               | 120 ELIZABETH AVE | 71764 MICHAEL ST  | ALBERT LEA, MN 56007           | 340011410  |            | 61.26           | \$ 7,400.21   | \$ (2,590.07)  | \$ 4,810.14                  |
| 2        | KEESLING, BRENDA &, KENNETH P KEESLING JR        | 226 CLARK ST E    | 226 CLARK ST E    | ALBERT LEA, MN 56007           | 340011420  | 89.24      |                 | \$ 10,780.19  |                | \$ 10,780.19                 |
| 3        | DORMAN, JUNIOR & WANDA IR TRUST                  | 224 CLARK ST E    | 224 CLARK ST E    | ALBERT LEA, MN 56007           | 340011430  |            | 133.96          | \$ 16,182.37  | \$ (5,663.83)  | \$ 10,518.54                 |
| 4        | COMPLETE INVESTMENTS LLC                         | 113 NEWTON AVE    | 125 NEWTON AVE S  | ALBERT LEA, MN 56007           | 340011490  | 77.06      |                 | \$ 9,308.85   |                | \$ 9,308.85                  |
| 5        | POST OFFICE, UNITED STATES GOVERNMENT            | 141 NEWTON AVE S  | 141 NEWTON AVE S  | ALBERT LEA, MN 56007           | 346010800  | 81.00      |                 | \$ 9,784.80   |                | \$ 9,784.80                  |
| 6        | NGUYEN, LEE ELLA                                 | 218 CLARK ST E    | 218 CLARK ST E    | ALBERT LEA, MN 56007           | 340011440  |            | 68.59           | \$ 8,285.67   | \$ (2,899.99)  | \$ 5,385.68                  |
| 7        | LANTIS HOLDINGS LLC                              | 213 MAIN ST E     | 125 NEWTON AVE S  | ALBERT LEA, MN 56007           | 340013200  |            | 94.48           | \$ 11,413.18  | \$ (3,994.61)  | \$ 7,418.57                  |
| 8        | MIDWAY ENTERPRISES ALBERT LEA                    | 214 ELIZABETH AVE | 220 ELIZABETH AVE | ALBERT LEA, MN 56007           | 340013220  | 100.26     |                 | \$ 12,111.41  |                | \$ 12,111.41                 |
| 9        | PRODUCE STATE BANK                               | 220 WILLIAM ST E  | P O BOX 190       | HOLLANDALE, MN 56045           | 340013230  | 66.84      |                 | \$ 8,074.27   |                | \$ 8,074.27                  |
| 10       | AMERINATIONAL COMMUNITY SERV                     | 209 NEWTON AVE S  | 217 NEWTON AVE S  | ALBERT LEA, MN 56007           | 340013240  | 100.26     |                 | \$ 12,111.41  |                | \$ 12,111.41                 |
| 11       | AMERINATIONAL COMMUNITY SERV                     | 229 NEWTON AVE S  | 217 NEWTON AVE S  | ALBERT LEA, MN 56007           | 340013250  | 100.26     |                 | \$ 12,111.41  |                | \$ 12,111.41                 |
| 12       | AMERINATIONAL COMMUNITY SERV                     | 235 NEWTON AVE S  | 217 NEWTON AVE S  | ALBERT LEA, MN 56007           | 340013260  | 22.28      |                 | \$ 2,691.42   |                | \$ 2,691.42                  |
| 13       | AMERINATIONAL COMMUNITY SERV                     | 247 NEWTON AVE S  | 217 NEWTON AVE S  | ALBERT LEA, MN 56007           | 340013270  | 44.56      |                 | \$ 5,382.85   |                | \$ 5,382.85                  |
| 14       | LANDMARK APARTMENTS ALBERT LEA, C/O LANIER PRATT | 213 COLLEGE ST E  | 125 NEWTON AVE S  | ALBERT LEA, MN 56007           | 340014170  |            | 81.68           | \$ 9,866.94   | \$ (3,453.43)  | \$ 6,413.51                  |
| 15       | JR PROPERTY SERVICES LLC                         | 216 MAIN ST E     | 112 2ND STREET SW | NORWOOD YOUNG AMERIC, MN 55397 | 340014200  |            | 181.13          | \$ 21,880.50  | \$ (7,658.18)  | \$ 14,222.32                 |
| 16       | HOLTAN, PATRICIA K TRUST                         | 305 NEWTON AVE S  | 1718 BAY OAKS DR  | ALBERT LEA, MN 56007           | 340014210  | 54.00      |                 | \$ 6,523.20   |                | \$ 6,523.20                  |
| Totals:  |  |                   |                   |                                |            | 735.76     | 621.10          | \$ 163,908.68 | \$ (26,260.11) | \$ 137,648.57                |

Average Assessment: \$ 8,603.04  
Median Assessment: \$ 8,691.56  
Lowest Assessment: \$ 2,691.42  
Highest Assessment: \$ 14,222.32

**Estimate of Final Costs**  
**2024 Alley Reconstruction Project**  
**Job No. 2405**  
**September 25, 2024**

| Mn/DOT Spec No. | Item                                 | Unit   | Estimate Unit Price | Estimated Quantity | Total Estimated Costs |
|-----------------|--------------------------------------|--------|---------------------|--------------------|-----------------------|
| 2021.501        | Mobilization                         | L. Sum | \$ 10,668.00        | 1                  | \$ 10,668.00          |
| 2104.502        | Remove Casting                       | Each   | \$ 287.00           | 1                  | \$ 287.00             |
| 2104.503        | Remove Curb & Gutter                 | LF     | \$ 10.10            | 28                 | \$ 282.80             |
| 2104.503        | Sawing Bituminous Pavement           | LF     | \$ 2.10             | 42                 | \$ 88.20              |
| 2104.503        | Sawing Concrete Pavement             | LF     | \$ 3.81             | 216                | \$ 822.96             |
| 2104.504        | Remove Bituminous Pavement           | SY     | \$ 4.63             | 566                | \$ 2,620.58           |
| 2104.504        | Remove Concrete Pavement             | SY     | \$ 8.09             | 1,191              | \$ 9,635.19           |
| 2104.518        | Remove Concrete Apron                | SF     | \$ 1.48             | 1,762              | \$ 2,607.76           |
| 2105.607        | Common Excavation                    | CY     | \$ 18.23            | 150                | \$ 2,734.50           |
| 2211.509        | Aggregate Base Class 5               | Tons   | \$ 28.40            | 270                | \$ 7,668.00           |
| 2301.504        | Concrete Pavement 6"                 | SY     | \$ 68.43            | 1,800              | \$ 123,174.00         |
| 2360.509        | Type SP 9.5 Bit Mixture for Patching | Tons   | \$ 282.55           | 20                 | \$ 5,651.00           |
| 2506.502        | Casting Assembly                     | Each   | \$ 1,613.00         | 1                  | \$ 1,613.00           |
| 2506.602        | Sanitary Manhole Lining              | Each   | \$ 6,293.00         | 4                  | \$ 25,172.00          |
| 2521.518        | 6" Concrete Driveway Pavement        | SF     | \$ 7.70             | 1,770              | \$ 13,629.00          |
| 2531.503        | Modified Driveover Curb & Gutter     | LF     | \$ 54.89            | 28                 | \$ 1,536.92           |
| 2563.601        | Traffic Control                      | L. Sum | \$ 3,673.00         | 1                  | \$ 3,673.00           |
| 2574.507        | Common Topsoil Borrow                | CY     | \$ 72.80            | 25                 | \$ 1,820.00           |
| 2575.505        | Seeding                              | SY     | \$ 15.07            | 150                | \$ 2,260.50           |

Subtotal: \$ 215,944.41  
8.00% Engineering: \$ 17,275.55  
5.23% Contingency: \$ 11,288.53

**Total 2024 Alley Reconstruction Project: \$ 244,508.49**

**2024 Alley Reconstruction Project**  
**Job No. 2405**  
**Estimated Final Costs**

| <u>Item</u>  | <u>Amount</u>            | <u>Note</u>   |
|--|--------------------------|---|
| <i>Construction Contract Costs</i>                     |                          |   |
| <u>BCM Construction, Inc.</u>                          |                          |   |
| Pay Estimate #1  | \$ 58,354.69             |   |
| Pay Estimate #2 - Final Pay Estimate<br>(not yet paid) | \$ 157,589.72            | These are contract payments made to the contractor.   |
| <i>Subtotal</i>  | <b>\$ 215,944.41</b>     |   |
| <br><u>City Engineering Charges (Ulland's Work)</u>    |                          |   |
| #1   | \$ 4,668.38              | These charges are the City's standard Engineering charge that is charged against all projects. The charge is 8% of the construction contract and is charged at the time the pay estimates are made. |
| #2 - Final (not yet paid)                              | \$ 12,607.18             |   |
| <i>Subtotal</i>  | <b>\$ 17,275.56</b>      |   |
| <br><i>Miscellaneous Costs</i>                         |                          |   |
| <u>Contingency</u>                                     | <b>\$ 10,000.00</b>      |   |
| <br><u>Professional Services</u>                       |                          |   |
| Chosen Valley Testing (estimated)                      | \$ 1,000.00              | These are charges for professional services including soil borings and materials testing services, and appraisals   |
| <i>Subtotal</i>  | <b>\$ 1,000.00</b>       |   |
| <br><u>Advertising</u>                                 |                          |   |
| Albert Lea Newspaper, Inc.                             | \$ 110.51                | These are the charges for the contract advertisement for bids   |
| Albert Lea Newspaper, Inc.                             | \$ 178.02                |   |
| <i>Subtotal</i>  | <b>\$ 288.53</b>         |   |
| <br><b>Total Final Costs</b>                           | <br><b>\$ 244,508.50</b> |   |
| Total Engineering Cost %                               | 8.00%                    | This is what we charge.   |
| Total Miscellaneous Cost %                             | 5.23%                    | We generally assume 8% in our estimates.  |

RESOLUTION 24-

Introduced by Councilor

RESOLUTION CALLING A PUBLIC HEARING ON PROPOSED ASSESSMENTS  
FOR THE DELINQUENT WATER/SEWER ACCOUNTS AND MISCELLANEOUS  
ACCOUNTS RECEIVABLE

WHEREAS, the Finance Director was directed to prepare a proposed assessment list of the delinquent water/sewer accounts and miscellaneous accounts receivable accounts as of October 9, 2024 per the Code of Ordinances.

WHEREAS, the City Clerk has notified the council that such proposed assessments have been completed and are available for public inspection.

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

Sec. 1. A hearing shall be held at 7:00 p.m. on November 12, 2024 at the City Hall Council Chambers, to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

Sec. 2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing. The City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing, and shall state in the notice the total cost of the delinquent account.

Sec. 3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole assessment, or any part thereof, on such property, with interest accrued to the date of payment to the City Finance Department, except that no interest shall be charged if the entire assessment is paid by December 13, 2024 (31 days from the adoption of the assessment.) An owner may at any time after certification of the assessment to the County Auditor on December 31, pay to the County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.

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, Olson, Rasmussen, Anderson, and Mayor Murray.

And the following voted against the same: None.

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council

RESOLUTION 24-xxx

Introduced by Councilor

RESOLUTION AUTHORIZING ACTION ON ASSESSMENTS

WHEREAS, the City of Albert Lea entered into a Settlement Agreement (Resolution 24-164) with Trail's Travel Plaza, Inc., and Trail's Truck Service Center, Inc., and Trail's Truck & Travel Plaza, LLC (collectively, "Trail's") regarding Special Assessments on four (4) parcels of real property located in the City of Albert Lea, County of Freeborn, State of Minnesota (the "Parcels"); and

WHEREAS, per the Settlement agreement Trails has paid directly to the City of Albert Lea the amount in the agreement;

WHEREAS, the assessments for the 209th Street Bituminous Paving & Happy Trails Lane Overlay Project and therefore the assessments currently assessed to the four (4) parcels referenced in the settlement agreement removed.

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

Sec. 1. That the County Auditor/Treasurer shall remove the assessments from these properties.

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, Olson, Rasmussen, Anderson and Mayor Murray;

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

Introduced and passed this 14th day of October, 2024

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council

RESOLUTION 24-

Introduced by Councilor

RESOLUTION APPOINTING ELECTION JUDGES FOR  
THE NOVEMBER 5, 2024 GENERAL ELECTION

WHEREAS, Minnesota Statutes Section 204B states that election judges in a municipality shall be appointed by the governing body of the municipality; and

WHEREAS, Minnesota Statutes Section 204B provides that the City Clerk shall furnish to the appointing authorities a list of appropriate names from each major political party for each election precinct and subject to the following eligibility requirements and qualifications established by Minnesota Statutes Section 204B:

- a) Eligible to vote in the State of Minnesota;
- b) Must be able to read, write and speak the English language;
- c) Is not a spouse, parent, child or sibling of any candidate;
- d) Is not a candidate for election;
- e) Is appointed by the appointing authority (County, City, Township, or School Board);
- f) Has been trained and currently certified as an election judge
- g) Is not the husband, wife, parent, child, stepchild, brother or sister, or stepsibling of a candidate or another judge in the same Precinct.

WHEREAS, Minnesota Statutes Section 204B allows the governing body of a municipality to establish additional qualifications for election judges which are not inconsistent with other provisions of Minnesota Statutes. Appointment of chief judges shall be subject to the following additional eligibility requirements and qualifications:

- a) Previous experience as an election judge;
- b) Ability to work with others;
- c) Ability to delegate;
- d) Ability to supervise; and
- e) Comprehension of election laws; and

WHEREAS, the City Clerk has submitted to the City Council names of those people who meet the above-stated qualifications for serving as an election judge; now, therefore

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

Sec. 1. That the following are appointed as Election and Health Care Election Judges for the November 5, 2024 General Election:

Emma Palmer  
Wayne Griffith  
Linda Andersen  
Lorene Olson  
Joy Bliss

Karen Olson  
Jim Munyer  
Roxanne Wadding  
John Forman  
Marilyn Tenold

Carol Bosma  
Cynthia Gandrud  
Martha Sichko  
Dotti Honsey  
Sally Furness

**5L-RESOLUTION**  
**Appoint Election Judges**

|                 |                    |                  |                       |
|-----------------|--------------------|------------------|-----------------------|
| Gary Lerud      | Caroline Neale     | Susan Jorgensen  | Rose Ann Olson        |
| Vicki Pence     | Susanne Foss       | Annette Williams | Bonnie Ruble          |
| Wayne Hedalen   | Scott Jensen       | Donna Werner     | Christopher Seedorf   |
| Debra Kolling   | Sandra Soli        | Sandi Nesse      | JoLane Svendsen       |
| Amy Willett     | Linda Lares        | Sherry Seberson  | Mary Diggins          |
| Varian Townsend | Steve Honsey       | Cindy Fjermestad | Deborah Wessling      |
| Deborah Hobson  | Maryalice Hanson   | Carolyn Smith    | Charles Seberson      |
| Bruce Biddick   | George Lundstrom   | Linda Bottelson  | Jenny Decker-Williams |
| Debbie Breuer   | Dennis Dieser      | Dave Larson      | Fred Campbell         |
| Donna Bailey    | Denise Sandager    | Floyd Harves     | Keith Erickson        |
| Sharon Witt     | Grace Griffith     | Jane Adams       | Jill Harves           |
| April Danielson | Karen Hendrickson  | Ann Christensen  | Lois Palmer           |
| Debra Proulx    | Mary Ellen Johnson | Judy Christenson | Cheryl Williams       |
| Leon Hellickson | Jean Bergo         |                  |                       |

Sec. 2. That compensation shall be \$13.00 per hour for election judges, \$14.00 per hour for assistant chief judges, and \$15.00 per hour for chief judges. Compensation shall also be paid for attendance for up to two (2) mandatory training sessions at the same rate. Mileage per mile, as set by city policy, shall be paid to health care facility judges and to election judges picking up and delivering election supplies and returns.

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, Olson, Rasmussen, Anderson, and Mayor Murray;

And, the following voted against the same: None.

Introduced and passed this 14<sup>th</sup> day of October, 2024

\_\_\_\_\_  
Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

\_\_\_\_\_  
Secretary of the Council

RESOLUTION 24-

Introduced by Councilor

RESOLUTION APPROVING THE MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 5; ESTABLISHING TAX INCREMENT FINANCING DISTRICT NO. 33 WITHIN DEVELOPMENT DISTRICT NO. 5 AND ADOPTING THE TAX INCREMENT FINANCING PLAN THEREFOR; AUTHORIZING THE TERMS OF AN INTERFUND LOAN

A. WHEREAS, the City of Albert Lea, Minnesota (the "City") heretofore created the Development District No. 5 (the "Development District") and the City has previously adopted a Development Program (the "Development Program") related thereto; and

B. WHEREAS, it has been proposed that the City: (1) modify the Development Program for the Development District; (2) establish Tax Increment Financing District No. 33 (the "TIF District") within the Development District; (3) approve and adopt the proposed Tax Increment Financing Plan therefor; and (4) and authorize the terms of an interfund loan related thereto; and

C. WHWHEREAS, the City Council has investigated the facts and has caused to be prepared a Modification to the Development Program for the Development District (the "Development Program Modification"), and has caused to be prepared a proposed tax increment financing plan for the TIF District therein (the "TIF Plan"); and

D. WHEREAS, the City has performed all actions required by law to be performed prior to the modification of the Development District and the establishment of the TIF District therein, and the adoption of the TIF Plan therefor, including, but not limited to, notification of Freeborn County and Independent School District No. 241 having taxing jurisdiction over the property to be included in the TIF District, and the holding of a public hearing upon published and mailed notice as required by law.

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

1. Development District. The City is not modifying the boundaries of the Development District.
2. Development Program Modification. The Modification to the Development Program for Development District No. 5, a copy of which is one file in the office of the City Manager, is adopted.
3. Tax Increment Financing District No. 33. There is hereby established in the City within the Development District, Tax Increment Financing District No. 33, a soils condition tax increment financing district, the initial boundaries of which are fixed and determined as described in the TIF Plan.
4. Tax Increment Financing Plan. The TIF Plan is adopted as the TIF Plan for the TIF District, and the City Council makes the following findings:

(a) The TIF District is a soils condition district as defined in Minnesota Statutes, Section 469.174, Subd. 19, consisting of a project, or portions of a project, the specific basis for such determination being that the following conditions exist:



- (i) there exists the presence of hazardous substances, pollution or contaminants which require removal or remedial action as is specified in a development action response plan (the "Response Plan");
- (ii) the Response Plan has been prepared and has been submitted to the Commissioner of the Minnesota Pollution Control Agency as required under Minnesota Statutes, Section 469.174, Subd. 17 and has been approved by the Minnesota Pollution Control Agency;
- (iii) the estimated cost of the proposed removal and remedial action exceeds the fair market value of the land before completion of the preparation; and
- (iv) The new development is anticipated to consist of multiple commercial properties. The anticipated commercial development would include a filling station and convenience store, possible grocery store, commercial/retail businesses, and multi-family housing. The City anticipates using tax increment revenues for remediation of soils and site preparation to allow for the new development to occur, including eligible administrative expenditures.

(b) The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future. The reasons for such determination are set forth in Appendix C of the TIF Plan.

(c) In the opinion of the City Council, the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan. The reasons supporting this finding are set forth in Appendix C of TIF Plan.

(d) The TIF Plan for the TIF District conforms to the general plan for development or redevelopment of the City as a whole. The reasons for supporting this finding are set forth in Appendix C of the TIF Plan.

(e) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Development District by private enterprise. The reasons supporting this finding are set forth in Appendix C of the TIF Plan.

(f) Appendix C of the TIF Plan is incorporated herein by reference.

5. Public Purpose. The adoption of the TIF Plan for the TIF District within the Development District conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the State which is already built up to provide employment opportunities, to help prevent the emergence of blight, to improve the tax base and to improve the general economy of the State and thereby serves a public purpose.

6. Certification. The Auditor of Freeborn County is requested to certify the original net tax capacity of the TIF District as described in TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act; and the City

Manager is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.

7. Filing. The City Manager is further authorized and directed to file a copy of the TIF Plan for the TIF District with the Commissioner of Revenue and the Office of the State Auditor.

8. Interfund Loan. The City has determined to pay for certain costs (the "Qualified Costs") identified in the TIF Plan consisting of certain administrative expenses, which costs may be financed on a temporary basis from the City's general fund or any other fund from which such advances may be legally made (the "Fund"). Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the Fund in order to finance the Qualified Costs. The City intends to reimburse itself for the payment of the Qualified Costs, plus interest thereon, from tax increments derived from the TIF District in accordance with the following terms (which terms are referred to collectively as the "Interfund Loan"):

(a) The City hereby authorizes the advance of up to \$250,000 from City funds or so much thereof as may be paid as Qualified Costs. The City shall reimburse itself for such advances together with interest at the rate stated below. Interest accrues on the principal amount from the date of each advance. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 as of the date the loan or advance is authorized, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted. The interest rate shall be 5.00% and will not fluctuate.

(b) Principal and interest on the Interfund Loan ("Payments") shall be paid annually on each December 31 commencing with the date the tax increments from the TIF District are available and not otherwise pledged to and including the earlier of (a) the date the principal and accrued interest of the Interfund Loan is paid in full, or (b) the date of last receipt of tax increment from the TIF District ("Payment Dates") which Payments will be made in the amount and only to the extent of available tax increments. Payments shall be applied first to accrued interest, and then to unpaid principal.

(c) Payments on the Interfund Loan are payable solely from the tax increment generated in the preceding twelve (12) months with respect to the TIF District and remitted to the City by Freeborn County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, as amended. Payments on this Interfund Loan are subordinate to any outstanding or future bonds, notes or contracts secured in whole or in part with tax increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with tax increments.

(d) The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

(e) The Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from

tax increment pledged to the payment hereof under this resolution. The Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs incident hereto except out of tax increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on the Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the termination of the TIF District.

The City may amend the terms of the Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

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

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

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council

STATE OF MINNESOTA  
FREEBORN COUNTY  
CITY OF ALBERT LEA

I, the undersigned, being the duly qualified and acting Manager of the City of Albert Lea, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the establishment of Tax Increment Financing District No. 5-33 in the City.

WITNESS my hand this \_\_\_\_ day of October, 2024.

\_\_\_\_\_  
City Manager

Adoption Date: October 14, 2024

# City of Albert Lea, Freeborn County, Minnesota

## MODIFICATION TO THE DEVELOPMENT PROGRAM

Development District No. 5

&

## Tax Increment Financing (TIF) Plan

Establishment of Tax Increment Financing District  
No. 5-33: Blazing Star Redevelopment  
(a soils district)



Prepared by:

Ehlers  
3060 Centre Pointe Drive  
Roseville, Minnesota 55113

---

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

# TABLE OF CONTENTS

|  |          |
|--|----------|
| <b>Modification to the Development Program for Development District No. 5</b>  | <b>1</b> |
| FOREWORD   | 1        |
| <b>Tax Increment Financing Plan for Tax Increment Financing District No. 5-33:<br/>Blazing Star Redevelopment</b>                        | <b>2</b> |
| FOREWORD   | 2        |
| STATUTORY AUTHORITY  | 2        |
| STATEMENT OF OBJECTIVES  | 2        |
| DEVELOPMENT PROGRAM OVERVIEW   | 3        |
| DESCRIPTION OF PROPERTY IN THE DISTRICT AND PROPERTY TO BE<br>ACQUIRED   | 3        |
| DISTRICT CLASSIFICATION  | 3        |
| DURATION & FIRST YEAR OF DISTRICT'S TAX INCREMENT  | 5        |
| ORIGINAL TAX CAPACITY, TAX RATE & ESTIMATED CAPTURED NET TAX<br>CAPACITY VALUE/INCREMENT & NOTIFICATION OF PRIOR PLANNED<br>IMPROVEMENTS | 5        |
| SOURCES OF REVENUE/BONDS TO BE ISSUED  | 7        |
| USES OF FUNDS  | 7        |
| ESTIMATED IMPACT ON OTHER TAXING JURISDICTIONS   | 8        |
| SUPPORTING DOCUMENTATION   | 10       |
| DISTRICT ADMINISTRATION  | 11       |
| <b>Appendix A: Map of Development District No. 1 and the TIF District</b>  |          |
| <b>Appendix B: Estimated Cash Flow for the District</b>  |          |
| <b>Appendix C: Findings Including But/For Qualifications</b>   |          |
| <b>Appendix D: Soils Condition District Qualifications</b>   |          |

# **Modification to the Development Program for Development District No. 5**

## **FOREWORD**

The following text represents a Modification to the Development Program for Development District No. 5. This modification represents a continuation of the goals and objectives set forth in the Development Program for Development District No. 5. Generally, the substantive changes include the establishment of Tax Increment Financing District No. 5-33: Blazing Star Redevelopment.

For further information, a review of the Development Program for Development District No. 5, is recommended. It is available from the City Planner at the City of Albert Lea. Other relevant information is contained in the tax increment financing plans for the tax increment financing districts located within Development District No. 5.

# **Tax Increment Financing Plan for Tax Increment Financing District No. 5-33: Blazing Star Redevelopment**

## **FOREWORD**

The City of Albert Lea (the "City"), staff and consultants have prepared the following information to expedite the Establishment of Tax Increment Financing District No. 5-33: Blazing Star Redevelopment (the "District"), a soils tax increment financing district, located in Development District No. 5.

## **STATUTORY AUTHORITY**

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the City has certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections 469.124 - 469.133*, inclusive, as amended, and *M.S., Sections 469.174 to 469.1794*, inclusive, as amended (the "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for Development District No. 5.

## **STATEMENT OF OBJECTIVES**

The District currently consists of one (1) parcel of land and adjacent roads and internal rights-of-way. The District is being created to facilitate the redevelopment, clean-up and soils correction of the Blazing Star site. It is anticipated that the site will be developed with a mix of uses, including but not limited to, a Kwik Trip and multi-family housing developments in the City. The City has not entered into an agreement at the time of preparation of this TIF Plan, but anticipates entering into an agreement with Kwik Trip and is working with a potential housing developer. Development of the Kwik Trip is likely to occur in the fall 2025, and the housing development will begin at a later date. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Development District No. 5.

The activities contemplated in the Modification to the Development Program and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of Development District No. 5 and the District.



# DEVELOPMENT PROGRAM OVERVIEW

Pursuant to the Development Program and authorizing state statutes, the City is authorized to undertake the following activities in the District:

- 1. Property to be Acquired - The City currently owns one (1) parcel of property within the District.
- 2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S., Chapter 117* and other relevant state and federal laws.
- 3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.
- 4. The City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.

## DESCRIPTION OF PROPERTY IN THE DISTRICT AND PROPERTY TO BE ACQUIRED

The District encompasses all property and adjacent roads rights-of-way and abutting roadways identified by the parcels listed below.

| Parcel number | Address          | Owner              |
|---------------|------------------|--------------------|
| 34.187.0291   | 1000 Main St. E. | City of Albert Lea |

Please also see the map in Appendix A for further information on the location of the District.

The City currently owns one (1) parcel of the property to be included in the District.

## DISTRICT CLASSIFICATION

The City in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, finds that the District to be established is a soils condition district pursuant to *M.S., Section 469.174, Subd. 19* as defined below:

- (a) "Soils condition district" means a type of tax increment financing district consisting of a project, or portions of a project, within which the authority finds by resolution that the following conditions exist:
- (1) The presence of hazardous substances, pollution, or contaminants requires removal or remedial action for use;
  - (2) The estimated cost of the proposed removal and remedial action exceeds the fair market value of the land before completion of the preparation.

The requirements of clause (2) need not be satisfied, if each parcel of property in the district either satisfies the requirements of clause (2) or the estimated costs of the proposed removal or remedial action exceeds \$2 per square foot for the area of the parcel.

- (b) The proposed removal or remediation action must be specified in a development action response plan to satisfy the requirements of paragraph (a).

In meeting the statutory criteria, the City relies on the following facts and findings:

- The remediation action is specified in a Response Action Plan dated September 25, 2023 and approved by the Minnesota Pollution Control Agency (See Appendix D).
- The District is a soils condition district consisting of one parcel totaling 33 acres or 566,280 square feet.
- The estimated market value of the property in the District is \$665,800 and the clean-up cost for the properties in the District is estimated at over \$1,540,000. (See Appendix D).

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111, 273.112, or 273.114* or *Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

## DURATION & FIRST YEAR OF DISTRICT'S TAX INCREMENT

Pursuant to *M.S., Section 469.175, Subd. 1, and Section 469.176, Subd. 1*, the duration and first year of tax increment of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 20 years after receipt of the first increment by the City (a total of 21 years of tax increment). The City elects to receive the first tax increment in 2027, which is no later than four years following the year of approval of the District.

Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2047, or when the TIF Plan is satisfied. The City reserves the right to decertify the District prior to the legally required date.

## ORIGINAL TAX CAPACITY, TAX RATE & ESTIMATED CAPTURED NET TAX CAPACITY VALUE/INCREMENT & NOTIFICATION OF PRIOR PLANNED IMPROVEMENTS

Pursuant to *M.S., Section 469.174, Subd. 7 and M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2024 for taxes payable 2025.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2027) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the District;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured and no tax increment will be payable to the City.

The original local tax rate for the District will be the local tax rate for taxes payable 2025, assuming the request for certification is made before June 30, 2025. The rates for 2025 were not available at the time the District was established. The ONTC and the Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. 4* and *M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Development District No. 5, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The City requests 100% of the available increase in tax capacity be used for repayment of the obligations of the City and current expenditures, beginning in the tax year payable 2027. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

| Project Tax Capacity                               |                    |
|--|--------------------|
| Development estimated Tax Capacity upon completion | \$93,454           |
| Original estimated Net Tax Capacity                | 5,575              |
| Estimated Captured Tax Capacity                    | <b>87,879</b>      |
| Original Local Tax Rate                            | 125.3960% Pay 2024 |
| Estimated Annual Tax Increment                     | <b>\$110,197</b>   |
| Percent Retained by the City                       | 100%               |

Note: Tax capacity includes a 4% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 21. The tax capacity of the District in year one is estimated to be \$35,063.

Pursuant to *M.S., Section 469.177, Subd. 4*, the City shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City has reviewed the area to be included in the District and found no parcels for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City.

## SOURCES OF REVENUE/BONDS TO BE ISSUED

The total estimated tax increment revenues for the District are shown in the table below:

| SOURCES       |                     |
|---------------|---------------------|
| Tax Increment | \$ 1,547,024        |
| Interest      | 154,702             |
| <b>TOTAL</b>  | <b>\$ 1,701,726</b> |

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The City reserves the right to issue bonds (as defined in the TIF Act) or incur other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by bonds, pay-as-you-go notes and interfund loans. Any refunding amounts will be deemed a budgeted cost without a formal modification to this TIF Plan. This provision does not obligate the City to incur debt. The City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The City may issue bonds secured in whole or in part with tax increments from the District in a maximum principal amount of \$1,251,726. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

## USES OF FUNDS

Currently under consideration for the District is a proposal to facilitate the redevelopment, clean-up and soils correction of the Blazing Star site. It is anticipated that the site will be developed with a mix of uses, including but not limited to, a Kwik Trip and multi-family housing developments. The City has determined that it will be necessary to provide assistance to the project(s) for certain District costs, as described herein.

The City has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

| <b>USES</b>                             |                     |
|---|---------------------|
| Land/Building Acquisition               | \$ -                |
| Site Improvements/Preparation           | 530,000             |
| Utilities                               | -                   |
| Other Qualifying Improvements           | 567,024             |
| Administrative Costs (up to 10%)        | 154,702             |
| <b>PROJECT COSTS TOTAL</b>              | <b>\$ 1,251,726</b> |
| Interest                                | 450,000             |
| <b>PROJECT AND INTEREST COSTS TOTAL</b> | <b>\$ 1,701,726</b> |

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in the Sources of Revenue section.

### **ESTIMATED IMPACT ON OTHER TAXING JURISDICTIONS**

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated by the TIF Plan would occur without the creation of the District. However, the City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is \$0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

| <b>Impact on Tax Base</b> |                                      |  |   |
|---------------------------|--------------------------------------|--|---|
| Entity                    | 2024<br>Total Net<br>Tax<br>Capacity | Estimated<br>Captured Tax<br>Capacity (CTC)<br>upon completion | Percent of<br>CTC<br>to Entity<br>Total |
| Freeborn County           | 55,977,728                           | 87,879   | <b>0.1570%</b>                          |
| City of Albert Lea        | 14,236,916                           | 87,879   | <b>0.6173%</b>                          |
| ISD 241 (Albert Lea)      | 27,905,295                           | 87,879   | <b>0.3149%</b>                          |

| <b>Impact on Tax Rates</b> |                               |                     |        |                    |
|----------------------------|-------------------------------|---------------------|--------|--------------------|
| Entity                     | Pay 2024<br>Extension<br>Rate | Percent of<br>Total | CTC    | Potential<br>Taxes |
| Freeborn County            | 48.3380%                      | 38.55%              | 87,879 | <b>\$ 42,479</b>   |
| City of Albert Lea         | 54.0250%                      | 43.08%              | 87,879 | <b>47,477</b>      |
| ISD 241 (Albert Lea)       | 19.6920%                      | 15.70%              | 87,879 | <b>17,305</b>      |
| Other                      | 3.3410%                       | 2.66%               | 87,879 | <b>2,936</b>       |
|                            | <b>125.3960%</b>              | <b>100.00%</b>      |        | <b>\$110,197</b>   |

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the Pay 2024 rate. The total net capacity for the entities listed above are based on Pay 2024 figures. The District will be certified under the Pay 2025 rates, which were unavailable at the time this TIF Plan was prepared.

Pursuant to *M.S., Section 469.175 Subd. 2(b)*:

- (1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is \$1,547,024;
- (2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is expected. With any addition of new residents or businesses, police calls for service will be increased. New developments add an increase in traffic, and additional overall demands to the call load. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The probable impact of the District on fire protection is not expected to be significant. Typically, new buildings generate few calls, if any, and are of superior construction. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The impact of the District on public infrastructure is expected to be minimal. The development is not expected to significantly impact any traffic movements in the area. The current infrastructure for sanitary sewer, storm sewer and water is being extended to the site and will be able to handle the additional volume generated from the proposed development. Based on the development plans, there are no additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks.

There may be impact of the issuance of any general obligation tax increment bonds payable from tax increment revenues from the District on the City's ability to issue debt for general fund purposes is expected to be minimal. The City is considering the issuance of general obligation bonds to finance a portion of the clean-up and infrastructure. This potential debt would not count against the City's debt limit; however, it would be additional debt for the City. When debt is issued, there is a potential to impact the rating and/or impact the number of potential bids for future debt. Therefore, may be an impact on the City's issuance for future debt.

---

- (3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is \$242,942;
- (4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$596,351;
- (5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S., Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

## SUPPORTING DOCUMENTATION

Pursuant to *M.S., Section 469.175, Subd. 1 (a), clause 7* this TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S., Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District.

- (i) In making said determination, reliance has been placed upon (1) written representation made by the Developer to such effects; and (2) City staff awareness of the feasibility of developing the project site within the District, which is further outlined in the city council resolution approving the establishment of the District and Appendix C.
- (ii) A comparative analysis of estimated market value both with and without establishment of the District and the use of tax increments has been performed. Such analysis is included with the cashflow in Appendix B and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the District and the use of tax increments.



## **DISTRICT ADMINISTRATION**

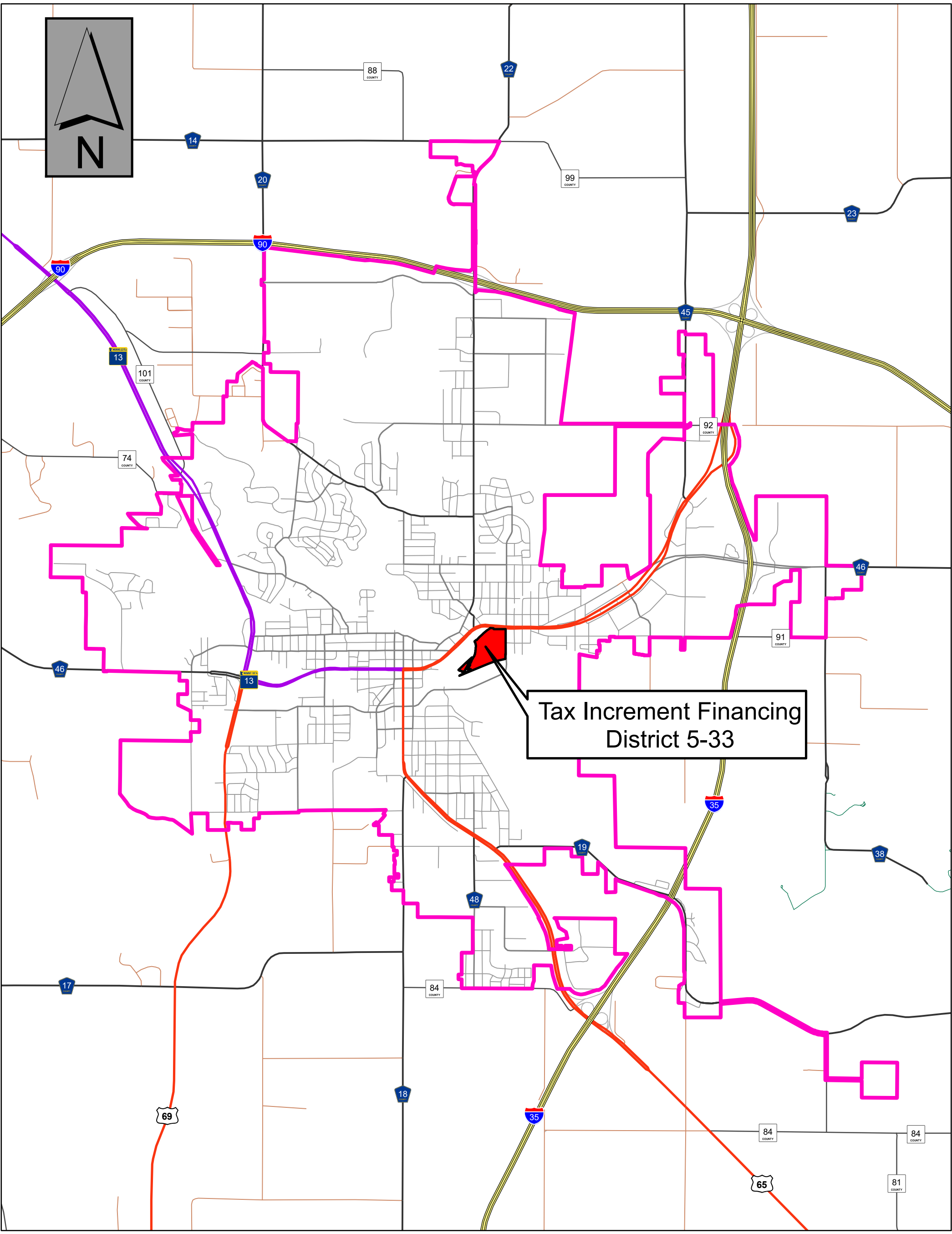
Administration of the District will be handled by the City Planner.

**Appendix A: Map of Development District No. 1 and the TIF District**

# Tax Increment Financing District No. 5-33: Blazing Star Redevelopment

Located in Development District No. 5  
in the City of Albert Lea, MN

The boundaries of Development District No. 5 are coterminous with the City limits.



# Appendix B: Estimated Cash Flow for the District

## Blazing Star Soils TIF - 4% Inflation

City of Albert Lea, MN

Kwik Trip and LMI Housing development on the Blazing Star site



### ASSUMPTIONS AND RATES

|   |             |  |
|---|-------------|--|
| <b>District Type:</b>   | Soils       |  |
| <b>District Name/Number:</b>  | TIF 5-33    |  |
| <b>County District #:</b>   | TBD         |  |
| <b>First Year Construction or Inflation on Value</b>                | 2025        |  |
| <b>Existing District - Specify No. Years Remaining</b>              |             |  |
| <b>Inflation Rate - Every Year:</b>                                 | 4.00%       |  |
| <b>Interest Rate:</b>   | 4.00%       | Assumes Paygo. Taxable G.O. TIF Bonds will have a higher rate. |
| <b>Present Value Date:</b>  | 1-Aug-25    |  |
| <b>First Period Ending</b>  | 1-Feb-26    |  |
| <b>Tax Year District was Certified:</b>                             | Pay 2025    |  |
| <b>Cashflow Assumes First Tax Increment For Development:</b>        | 2027        |  |
| <b>Years of Tax Increment</b>                                       | 21          |  |
| <b>Assumes Last Year of Tax Increment</b>                           | 2047        |  |
| <b>Fiscal Disparities Election [Outside (A), Inside (B), or NA]</b> | NA          |  |
| <b>Incremental or Total Fiscal Disparities</b>                      | Incremental |  |
| <b>Fiscal Disparities Contribution Ratio</b>                        | NA          |  |
| <b>Fiscal Disparities Metro-Wide Tax Rate</b>                       | NA          |  |
| <b>Maximum/Frozen Local Tax Rate:</b>                               | 125.396%    | Pay 2024   |
| <b>Current Local Tax Rate: (Use lesser of Current or Max.)</b>      | 125.396%    | Pay 2024   |
| <b>State-wide Tax Rate (Comm./Ind. only used for total taxes)</b>   | 29.2940%    | Pay 2024   |
| <b>Market Value Tax Rate (Used for total taxes)</b>                 | 0.23832%    | Pay 2024   |

| Tax Rates  |           |       |
|--|-----------|-------|
| Exempt Class Rate (Exempt)                             |           | 0.00% |
| Commercial Industrial Preferred Class Rate (C/I Pref.) |           |       |
| First  | \$150,000 | 1.50% |
| Over   | \$150,000 | 2.00% |
| Commercial Industrial Class Rate (C/I)                 |           | 2.00% |
| Rental Housing Class Rate (Rental)                     |           | 1.25% |
| Affordable Rental Housing Class Rate (Aff. Rental)     |           |       |
| First  | \$100,000 | 0.25% |
| Over   | \$100,000 | 0.25% |
| Non-Homestead Residential (Non-H Res. 1 Unit)          |           |       |
| First  | \$500,000 | 1.00% |
| Over   | \$500,000 | 1.25% |
| Homestead Residential Class Rate (Hmstd. Res.)         |           |       |
| First  | \$500,000 | 1.00% |
| Over   | \$500,000 | 1.25% |
| Agricultural Non-Homestead                             |           | 1.00% |

### BASE VALUE INFORMATION (Original Tax Capacity)

| Map ID | PID         | Owner      | Address          | Land Market Value | Building Market Value | Total Market Value | Percentage Of Value Used for District | Original Market Value | Tax Year Original Market Value | Property Tax Class | Current Original Tax Capacity | Class After Conversion | After Conversion Orig. Tax Cap. | Area/ Phase |
|--------|-------------|------------|------------------|-------------------|-----------------------|--------------------|---------------------------------------|-----------------------|--------------------------------|--------------------|-------------------------------|------------------------|---------------------------------|-------------|
| 1      | 34.187.0291 | City of AL | 1000 Main St. E. | 665,800           | 0                     | 665,800            | 40%                                   | 266,320               | Pay 2025                       | Exempt             | -                             | C/I Pref.              | 4,576                           | 1           |
| 2      | 34.187.0291 | City of AL | 1000 Main St. E. | 665,800           | 0                     | 665,800            | 60%                                   | 399,480               | Pay 2025                       | Exempt             | -                             | Aff. Rental            | 999                             | 2           |
|        |             |            |                  | <b>1,331,600</b>  | <b>0</b>              | <b>1,331,600</b>   |                                       | <b>665,800</b>        |                                |                    | <b>0</b>                      |                        | <b>5,575</b>                    |             |

**Note:**

1. Base values are for pay 2024 based on review of County website on August 14, 2024.
2. Located in SD #241.

**Blazing Star Soils TIF - 4% Inflation**  
 City of Albert Lea, MN  
 Kwik Trip and LMI Housing development on the Blazing Star site



| PROJECT INFORMATION (Project Tax Capacity) |                |   |                                       |                     |                            |                    |                      |                           |                           |                           |                           |                           |                           |                               |
|--|----------------|---|---------------------------------------|---------------------|----------------------------|--------------------|----------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|-------------------------------|
| Area/Phase                                 | New Use        | Estimated Market Value Per Sq. Ft./Unit | Taxable Market Value Per Sq. Ft./Unit | Total Sq. Ft./Units | Total Taxable Market Value | Property Tax Class | Project Tax Capacity | Project Tax Capacity/Unit | Percentage Completed 2025 | Percentage Completed 2026 | Percentage Completed 2027 | Percentage Completed 2028 | Percentage Completed 2029 | First Year Full Taxes Payable |
|  | Kwik Trip      | 212                                     | 212                                   | 7,800               | 1,650,000                  | C/I Pref.          | 32,250               | 4                         | 100%                      | 100%                      | 100%                      | 100%                      | 100%                      | 2027                          |
|  | LMI Apartments | 75,000                                  | 75,000                                | 60                  | 4,500,000                  | Aff. Rental        | 11,250               | 188                       | 25%                       | 90%                       | 100%                      | 100%                      | 100%                      | 2029                          |
| <b>TOTAL</b>                               |                |   |                                       |                     | <b>6,150,000</b>           |                    | <b>43,500</b>        |                           |                           |                           |                           |                           |                           |                               |
| <b>Subtotal Residential</b>                |                |   |                                       | <b>60</b>           | <b>4,500,000</b>           |                    | <b>11,250</b>        |                           |                           |                           |                           |                           |                           |                               |
| <b>Subtotal Commercial/Ind.</b>            |                |   |                                       | <b>7,800</b>        | <b>1,650,000</b>           |                    | <b>32,250</b>        |                           |                           |                           |                           |                           |                           |                               |

**Note:**

1. Market value for Kwik Trip based on County Assessor, and value from affordable housing is based on comparable estimates.

| TAX CALCULATIONS |                    |                                 |                    |                      |                          |                           |                    |               |                        |
|------------------|--------------------|---------------------------------|--------------------|----------------------|--------------------------|---------------------------|--------------------|---------------|------------------------|
| New Use          | Total Tax Capacity | Fiscal Disparities Tax Capacity | Local Tax Capacity | Local Property Taxes | Fiscal Disparities Taxes | State-wide Property Taxes | Market Value Taxes | Total Taxes   | Taxes Per Sq. Ft./Unit |
| Kwik Trip        | 32,250             | 0                               | 32,250             | 40,440               | 0                        | 8,788                     | 3,932              | 53,161        | 6.82                   |
| LMI Apartments   | 11,250             | 0                               | 11,250             | 14,107               | 0                        | 0                         | 2,681              | 16,788        | 279.80                 |
| <b>TOTAL</b>     | <b>43,500</b>      | <b>0</b>                        | <b>43,500</b>      | <b>54,547</b>        | <b>0</b>                 | <b>8,788</b>              | <b>6,613</b>       | <b>69,949</b> |                        |

**Note:**

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

| WHAT IS EXCLUDED FROM TIF? |               |
|----------------------------|---------------|
| Total Property Taxes       | 69,949        |
| less State-wide Taxes      | (8,788)       |
| less Fiscal Disp. Adj.     | 0             |
| less Market Value Taxes    | (6,613)       |
| less Base Value Taxes      | (6,991)       |
| <b>Annual Gross TIF</b>    | <b>47,556</b> |

| MARKET VALUE BUT / FOR ANALYSIS                           |           |
|---|-----------|
| Current Market Value - Est.                               | 665,800   |
| New Market Value - Est.                                   | 6,150,000 |
| Difference  | 5,484,200 |
| Present Value of Tax Increment                            | 921,027   |
| Difference  | 4,563,173 |
| Value likely to occur without Tax Increment is less than: | 4,563,173 |



## Blazing Star Soils TIF - 4% Inflation

City of Albert Lea, MN

Kwik Trip and LMI Housing development on the Blazing Star site

### TAX INCREMENT CASH FLOW

| % of<br>OTC  | Project<br>Tax<br>Capacity | Original<br>Tax<br>Capacity          | Fiscal<br>Disparities<br>Incremental | Captured<br>Tax<br>Capacity | Local<br>Tax<br>Rate | Annual<br>Gross Tax<br>Increment | Semi-Annual<br>Gross Tax<br>Increment | State<br>Auditor<br>0.36% | Admin.<br>at<br>10% | Semi-Annual<br>Net Tax<br>Increment | Semi-Annual<br>Present<br>Value | PERIOD<br>ENDING<br>Yrs. | Tax<br>Year | Payment<br>Date |
|--------------|----------------------------|--------------------------------------|--------------------------------------|-----------------------------|----------------------|----------------------------------|---------------------------------------|---------------------------|---------------------|-------------------------------------|---------------------------------|--------------------------|-------------|-----------------|
|              |                            |                                      |                                      |                             |                      |                                  | -                                     | -                         | -                   | -                                   |                                 |                          |             | 02/01/26        |
|              |                            |                                      |                                      |                             |                      |                                  | -                                     | -                         | -                   | -                                   |                                 |                          |             | 08/01/26        |
|              |                            |                                      |                                      |                             |                      |                                  | -                                     | -                         | -                   | -                                   |                                 |                          |             | 02/01/27        |
| 100%         | 35,063                     | (5,575)                              | -                                    | 29,487                      | 125.396%             | 36,976                           | 18,488                                | (67)                      | (1,842)             | 16,579                              | 15,317                          | 0.5                      | 2027        | 08/01/27        |
|              |                            |                                      |                                      |                             |                      |                                  | 18,488                                | (67)                      | (1,842)             | 16,579                              | 30,333                          | 1                        | 2027        | 02/01/28        |
| 100%         | 43,665                     | (5,575)                              | -                                    | 38,090                      | 125.396%             | 47,763                           | 23,882                                | (86)                      | (2,380)             | 21,416                              | 49,350                          | 1.5                      | 2028        | 08/01/28        |
|              |                            |                                      |                                      |                             |                      |                                  | 23,882                                | (86)                      | (2,380)             | 21,416                              | 67,994                          | 2                        | 2028        | 02/01/29        |
| 100%         | 46,132                     | (5,575)                              | -                                    | 40,557                      | 125.396%             | 50,856                           | 25,428                                | (92)                      | (2,534)             | 22,803                              | 87,456                          | 2.5                      | 2029        | 08/01/29        |
|              |                            |                                      |                                      |                             |                      |                                  | 25,428                                | (92)                      | (2,534)             | 22,803                              | 106,536                         | 3                        | 2029        | 02/01/30        |
| 100%         | 47,977                     | (5,575)                              | -                                    | 42,402                      | 125.396%             | 53,170                           | 26,585                                | (96)                      | (2,649)             | 23,840                              | 126,094                         | 3.5                      | 2030        | 08/01/30        |
|              |                            |                                      |                                      |                             |                      |                                  | 26,585                                | (96)                      | (2,649)             | 23,840                              | 145,268                         | 4                        | 2030        | 02/01/31        |
| 100%         | 49,896                     | (5,575)                              | -                                    | 44,321                      | 125.396%             | 55,577                           | 27,788                                | (100)                     | (2,769)             | 24,919                              | 164,917                         | 4.5                      | 2031        | 08/01/31        |
|              |                            |                                      |                                      |                             |                      |                                  | 27,788                                | (100)                     | (2,769)             | 24,919                              | 184,180                         | 5                        | 2031        | 02/01/32        |
| 100%         | 51,892                     | (5,575)                              | -                                    | 46,317                      | 125.396%             | 58,079                           | 29,040                                | (105)                     | (2,894)             | 26,042                              | 203,916                         | 5.5                      | 2032        | 08/01/32        |
|              |                            |                                      |                                      |                             |                      |                                  | 29,040                                | (105)                     | (2,894)             | 26,042                              | 223,266                         | 6                        | 2032        | 02/01/33        |
| 100%         | 53,967                     | (5,575)                              | -                                    | 48,392                      | 125.396%             | 60,682                           | 30,341                                | (109)                     | (3,023)             | 27,209                              | 243,086                         | 6.5                      | 2033        | 08/01/33        |
|              |                            |                                      |                                      |                             |                      |                                  | 30,341                                | (109)                     | (3,023)             | 27,209                              | 262,517                         | 7                        | 2033        | 02/01/34        |
| 100%         | 56,126                     | (5,575)                              | -                                    | 50,551                      | 125.396%             | 63,389                           | 31,694                                | (114)                     | (3,158)             | 28,422                              | 282,417                         | 7.5                      | 2034        | 08/01/34        |
|              |                            |                                      |                                      |                             |                      |                                  | 31,694                                | (114)                     | (3,158)             | 28,422                              | 301,927                         | 8                        | 2034        | 02/01/35        |
| 100%         | 58,371                     | (5,575)                              | -                                    | 52,796                      | 125.396%             | 66,204                           | 33,102                                | (119)                     | (3,298)             | 29,685                              | 321,904                         | 8.5                      | 2035        | 08/01/35        |
|              |                            |                                      |                                      |                             |                      |                                  | 33,102                                | (119)                     | (3,298)             | 29,685                              | 341,489                         | 9                        | 2035        | 02/01/36        |
| 100%         | 60,706                     | (5,575)                              | -                                    | 55,131                      | 125.396%             | 69,132                           | 34,566                                | (124)                     | (3,444)             | 30,997                              | 361,540                         | 9.5                      | 2036        | 08/01/36        |
|              |                            |                                      |                                      |                             |                      |                                  | 34,566                                | (124)                     | (3,444)             | 30,997                              | 381,197                         | 10                       | 2036        | 02/01/37        |
| 100%         | 63,134                     | (5,575)                              | -                                    | 57,559                      | 125.396%             | 72,177                           | 36,088                                | (130)                     | (3,596)             | 32,363                              | 401,317                         | 10.5                     | 2037        | 08/01/37        |
|              |                            |                                      |                                      |                             |                      |                                  | 36,088                                | (130)                     | (3,596)             | 32,363                              | 421,044                         | 11                       | 2037        | 02/01/38        |
| 100%         | 65,660                     | (5,575)                              | -                                    | 60,085                      | 125.396%             | 75,344                           | 37,672                                | (136)                     | (3,754)             | 33,783                              | 441,231                         | 11.5                     | 2038        | 08/01/38        |
|              |                            |                                      |                                      |                             |                      |                                  | 37,672                                | (136)                     | (3,754)             | 33,783                              | 461,023                         | 12                       | 2038        | 02/01/39        |
| 100%         | 68,286                     | (5,575)                              | -                                    | 62,711                      | 125.396%             | 78,637                           | 39,319                                | (142)                     | (3,918)             | 35,259                              | 481,275                         | 12.5                     | 2039        | 08/01/39        |
|              |                            |                                      |                                      |                             |                      |                                  | 39,319                                | (142)                     | (3,918)             | 35,259                              | 501,130                         | 13                       | 2039        | 02/01/40        |
| 100%         | 71,017                     | (5,575)                              | -                                    | 65,442                      | 125.396%             | 82,062                           | 41,031                                | (148)                     | (4,088)             | 36,795                              | 521,444                         | 13.5                     | 2040        | 08/01/40        |
|              |                            |                                      |                                      |                             |                      |                                  | 41,031                                | (148)                     | (4,088)             | 36,795                              | 541,359                         | 14                       | 2040        | 02/01/41        |
| 100%         | 73,858                     | (5,575)                              | -                                    | 68,283                      | 125.396%             | 85,624                           | 42,812                                | (154)                     | (4,266)             | 38,392                              | 561,731                         | 14.5                     | 2041        | 08/01/41        |
|              |                            |                                      |                                      |                             |                      |                                  | 42,812                                | (154)                     | (4,266)             | 38,392                              | 581,704                         | 15                       | 2041        | 02/01/42        |
| 100%         | 76,813                     | (5,575)                              | -                                    | 71,237                      | 125.396%             | 89,329                           | 44,664                                | (161)                     | (4,450)             | 40,053                              | 602,132                         | 15.5                     | 2042        | 08/01/42        |
|              |                            |                                      |                                      |                             |                      |                                  | 44,664                                | (161)                     | (4,450)             | 40,053                              | 622,160                         | 16                       | 2042        | 02/01/43        |
| 100%         | 79,885                     | (5,575)                              | -                                    | 74,310                      | 125.396%             | 93,182                           | 46,591                                | (168)                     | (4,642)             | 41,781                              | 642,642                         | 16.5                     | 2043        | 08/01/43        |
|              |                            |                                      |                                      |                             |                      |                                  | 46,591                                | (168)                     | (4,642)             | 41,781                              | 662,722                         | 17                       | 2043        | 02/01/44        |
| 100%         | 83,080                     | (5,575)                              | -                                    | 77,505                      | 125.396%             | 97,189                           | 48,594                                | (175)                     | (4,842)             | 43,577                              | 683,255                         | 17.5                     | 2044        | 08/01/44        |
|              |                            |                                      |                                      |                             |                      |                                  | 48,594                                | (175)                     | (4,842)             | 43,577                              | 703,386                         | 18                       | 2044        | 02/01/45        |
| 100%         | 86,404                     | (5,575)                              | -                                    | 80,829                      | 125.396%             | 101,356                          | 50,678                                | (182)                     | (5,050)             | 45,446                              | 723,968                         | 18.5                     | 2045        | 08/01/45        |
|              |                            |                                      |                                      |                             |                      |                                  | 50,678                                | (182)                     | (5,050)             | 45,446                              | 744,146                         | 19                       | 2045        | 02/01/46        |
| 100%         | 89,860                     | (5,575)                              | -                                    | 84,285                      | 125.396%             | 105,690                          | 52,845                                | (190)                     | (5,265)             | 47,389                              | 764,775                         | 19.5                     | 2046        | 08/01/46        |
|              |                            |                                      |                                      |                             |                      |                                  | 52,845                                | (190)                     | (5,265)             | 47,389                              | 784,999                         | 20                       | 2046        | 02/01/47        |
| 100%         | 93,454                     | (5,575)                              | -                                    | 87,879                      | 125.396%             | 110,197                          | 55,098                                | (198)                     | (5,490)             | 49,410                              | 805,672                         | 20.5                     | 2047        | 08/01/47        |
|              |                            |                                      |                                      |                             |                      |                                  | 55,098                                | (198)                     | (5,490)             | 49,410                              | 825,940                         | 21                       | 2047        | 02/01/48        |
| <b>Total</b> |                            |                                      |                                      |                             |                      |                                  | <b>1,552,614</b>                      | <b>(5,589)</b>            | <b>(154,702)</b>    | <b>1,392,322</b>                    |                                 |                          |             |                 |
|              |                            | <b>Present Value From 08/01/2025</b> |                                      | <b>Present Value Rate</b>   | <b>4.00%</b>         |                                  | <b>921,027</b>                        | <b>(3,316)</b>            | <b>(91,771)</b>     | <b>825,940</b>                      |                                 |                          |             |                 |

## Appendix C: Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan (TIF Plan) for Tax Increment Financing District No. 5-33: Blazing Star Redevelopment (the “District”), as required pursuant to *Minnesota Statutes, Section 469.175, Subdivision 3* are as follows:

1. *Finding that Tax Increment Financing District No. 5-33: Blazing Star Redevelopment is a soils condition district as defined in M.S., Section 469.174 to 469.1794, as amended.*

The District consists of one parcel and vacant right-of-way, with plans to redevelop the Blazing Star site, including clean-up and soils correction of the site. It is anticipated that the site will be developed with a mix of uses, including but not limited to, a Kwik Trip and multi-family housing developments. The presence of hazardous substances, pollution, or contaminants requires removal or remedial action for use and the estimated cost of the proposed removal and remedial action exceeds the fair market value of the land before completion of the preparation. (See Appendix D of the TIF Plan.)

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 5-33: Blazing Star Redevelopment permitted by the TIF Plan.*

*The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future:* This finding is supported by the fact that the redevelopment proposed in the TIF Plan meets the City's objectives for redevelopment. Due to the high cost of remediating the contaminated soils on the site and the cost of financing the proposed improvements, this project is feasible only through assistance, in part, from tax increment financing. Tax increments will be used as the local match for the grant fundings and to reimburse for the additional clean-up costs. The Developer was asked for and provided a letter and a pro forma as justification that the Developer would not have gone forward without tax increment assistance.



*The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan:* This finding is justified on the grounds that the proposed remediation action specified in the development response action plan approved by the Minnesota Pollution Control Agency adds to the total redevelopment cost. The City reasonably determines that no other redevelopment of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

Therefore, the City concludes as follows:

- a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is \$0.
  - b. If the proposed development occurs, the total increase in market value will be \$5,484,200 (see Appendix B of the TIF Plan).
  - c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$921,027 (see Appendix B of the TIF Plan).
  - d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than \$4,563,173 (the amount in clause b less the amount in clause c) without tax increment assistance.
3. *Finding that the TIF Plan for the District conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The City Council reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the TIF Plan for Tax Increment Financing District No. 5-33: Blazing Star Redevelopment will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Development District No. 5 by private enterprise.*

Through the implementation of the TIF Plan, the City will increase the availability of safe and decent life-cycle housing in the City.

## **Appendix D: Soils Condition District Qualifications**

The Summary Response Action Plan and Construction Contingency Plan is attached. The full report is available upon request.

# **Response Action Plan and Construction Contingency Plan**

Blazing Star Redevelopment Area  
1000 Main Street  
Albert Lea, Minnesota  
MPCA Site ID: BF0002134

*Prepared for*

**Minnesota Pollution Control Agency**

**City of Albert Lea**

# Table of Contents

| Description  | Page |
|--|------|
| A. Introduction.....   | 1    |
| B. Background.....   | 1    |
| B.1. Site Location and Description.....                                | 1    |
| B.2. Geology and Hydrogeology .....                                    | 2    |
| B.2.a. Topography .....  | 2    |
| B.2.b. Geology .....   | 2    |
| B.2.c. Hydrogeology .....  | 3    |
| B.3. Previous Site Investigations.....                                 | 3    |
| B.3.a. 2001 SEH Phase I and 2005 SEH Pre-Purchase Site Assessment..... | 3    |
| B.3.b. 2005 SEH Phase II ESA .....                                     | 4    |
| B.3.c. 2006 LSI - Leak#15945.....                                      | 5    |
| B.3.d. 2008 Annual Monitoring Report - Leak#15945.....                 | 5    |
| B.3.e. 2009 DRAP Implementation Report.....                            | 5    |
| B.3.f. 2018 Proposed Fire Station Geotechnical Investigation .....     | 6    |
| B.3.g. 2021 CVT Proposed Water Tower Investigation .....               | 6    |
| B.3.h. 2022 Phase I ESA .....  | 7    |
| B.3.i. 2022 Environmental Site Investigation .....                     | 8    |
| B.3.j. 2022 Phase II ESA .....   | 9    |
| C. Project Overview .....  | 10   |
| C.1. Proposed Development.....   | 10   |
| C.2. Project Contacts .....  | 10   |
| D. Response Action Plan .....  | 12   |
| D.1. Site Conceptual Model .....                                       | 12   |
| D.1.a. Soil .....  | 12   |
| D.1.b. Groundwater .....   | 12   |
| D.1.c. Soil Vapor .....  | 13   |
| D.2. Response Action Plan Objectives .....                             | 13   |
| D.3. Proposed Response Actions .....                                   | 14   |
| D.3.a. Proposed Filling Station Parcel.....                            | 14   |
| D.3.b. Proposed Grocery Store Parcel .....                             | 15   |
| D.3.c. Proposed Commercial Parcel .....                                | 15   |
| D.3.d. Proposed Apartment Building.....                                | 16   |
| D.3.e. Proposed Stormwater Pond .....                                  | 17   |
| D.3.f. Southern Parcel .....   | 18   |
| D.3.g. Park Parcel.....  | 18   |
| D.4. Methods and Procedures .....                                      | 19   |
| D.4.a. Soil Screening .....  | 19   |
| D.4.b. Stockpile Procedures.....                                       | 20   |
| D.4.c. Documentation Sampling and Analytical Testing .....             | 21   |
| D.4.d. Soil Disposal and/or Reuse .....                                | 22   |
| D.4.e. Soil Import .....   | 23   |
| D.4.f. Vapor Mitigation .....  | 23   |
| D.4.g. Erosion Control.....  | 24   |

## Table of Contents (Continued)

|        |  |    |
|--------|--|----|
| E.     | Construction Contingency Plan .....            | 24 |
| E.1.   | Notification Requirements .....                | 24 |
| E.2.   | Preliminary Reconnaissance.....                | 25 |
| E.3.   | Potential Response Actions .....               | 25 |
| E.3.a. | Petroleum-Contaminated Soils .....             | 26 |
| E.3.b. | Debris and Asbestos-Containing Materials ..... | 26 |
| E.3.c. | Non-Petroleum-Impacted Soil.....               | 26 |
| E.3.d. | Storage Tanks or Drums .....                   | 26 |
| E.3.e. | On-Site Wells and Septic Systems .....         | 27 |
| F.     | Site Health and Safety Plan .....              | 27 |
| G.     | Schedule .....                                 | 27 |
| H.     | Reporting.....                                 | 27 |
| I.     | Standard of Care.....                          | 27 |

### Figures

- 1: Site Location Map
- 2: Site Diagram
- 3: Investigation Locations
- 4: Cross Section Index
- 5a: Cross Section A-A'
- 5b: Cross Section B-B'
- 5c: Cross Section C-C'
- 5d: Cross Section D-D'
- 6: Soil Analytical Results
- 7: Groundwater Analytical Results
- 8: Soil Vapor Analytical Results
- 9: Proposed Development Plan
- 10: Proposed Development with Extent of Soil Impacts in Upper 4 feet

### Appendices

- A: Soil Analytical Results – Summary Tables
- B: Groundwater Analytical Results – Summary Tables
- C: Soil Vapor Analytical Results – Summary Tables
- D: Braun Intertec Soil Boring Logs
- E: Excerpts from Previous SEH Investigation
- F: Excerpts From Previous CVT Proposed Fire Station Investigation
- G: Excerpts from Previous CVT Proposed Water Tower Investigation
- H: References

September 25, 2023

Project B2208382.03

Ms. Shanna Schmitt  
Minnesota Pollution Control Agency  
520 Lafayette Road North  
Saint Paul, MN 55115-4194

Re: Response Action Plan and Construction Contingency Plan  
Blazing Star Redevelopment – North of the Railroad Tracks  
1000 Main Street  
Albert Lea, Minnesota  
MPCA Site ID: BF0002134

Dear Ms. Schmitt:


On behalf of the Minnesota Pollution Control Agency (MPCA) and the City of Albert Lea, Braun Intertec Corporation has prepared the attached Response Action Plan and Construction Contingency Plan (RAP/CCP) for the above referenced site (Site) in accordance with authorized Scope of Services described in our Work Plans dated April 12, 2023, and September 5, 2023. The RAP/CCP was prepared in association with the proposed redevelopment of the Site and is being provided to the Minnesota Pollution Control Agency (MPCA) for review and approval prior to redevelopment to support cleanup funding from the Minnesota Department of Employment and Economic Development.


The RAP/CCP provides a description of the methods that will be used to manage contaminated materials at the Site that may be encountered during the proposed redevelopment.

If you have any questions, please contact Jeremy Hansen at [jhanen@braunintertec.com](mailto:jhanen@braunintertec.com) or 612.360.9048 or Steve Jansen at [sjansen@braunintertec.com](mailto:sjansen@braunintertec.com) or 952.995.2645.

Sincerely,

BRAUN INTERTEC CORPORATION

  
Jeremiah R. Hansen  
Senior Scientist

  
Stephen T. Jansen, MS, PG  
Vice President

Attachment: Response Action Plan and Construction Contingency Plan

c: Steven Jahnke, City of Albert Lea

AA/EOE

## **A. Introduction**

On behalf of the Minnesota Pollution Control Agency (MPCA) and the city of Albert Lea (City), Braun Intertec Corporation has prepared this Response Action Plan and Construction Contingency Plan (RAP/CCP) for the proposed Blazing Star Redevelopment Area project located at 1000 Main Street in Albert Lea, Minnesota (Site). The Site is enrolled in the MPCA Brownfields Program under site ID BF0002134 related to approval of preparing the RAP/CCP. A Site Location Map is included as Figure 1. This RAP/CCP provides a description of the means and methods that will be used to manage impacted soil and to identify, evaluate and manage potentially contaminated materials that may be encountered during Site redevelopment. The response actions that are being proposed will be implemented concurrently with development and construction related activities.

The RAP/CCP is provided to the MPCA for review and approval. Following project completion and submittal of a RAP/CCP Implementation Report, it is anticipated that the MPCA will approval of the completed response actions.

The City is planning to complete the environmental response actions either concurrently or in advance of redevelopment of the various Site parcels. At this time, the only development commitment obtained is for the northeastern parcel of the Site (see Figure 2) which is targeted for development with a filling station and convenience store. A concept development plan is available for the other portions of the Site and negotiations are progress with potential end users for some of the other Site parcels. If adjustments to the response actions are deemed necessary once developers are selected for individual Site parcels and final development plans formulated, RAP/CCP addendums will be prepared and provided to the MPCA for review and approval as needed.

## **B. Background**

### **B.1. Site Location and Description**

The Site is located southwest of the intersection of East Main Street and Garfield Avenue (see Figure 1). The Site is located within the northwest quarter of the southeast quarter of Section 09, Township 102 North, Range 21 West, in the city of Albert Lea, Freeborn County, Minnesota.

The Site consists of an approximate 33-acre vacant parcel (property identification number 341870291). The Site is currently owned by the city and will be subdivided into separate parcels for future

development purposes. At this time, a parcel on the northeastern portion of the Site has been identified for development with a filling station and convenience store (see Figure 2).

The Site is bordered on the north by commercial and residential properties with railroad tracks, Main Street and commercial and residential properties located beyond; on the east by Kwik Trip gas station and convenience store, residences, office space, Allen's Service Inc. Tow-N-Travel, Public Mini Storage with residential and commercial/light industrial properties located beyond; on the south by railroad tracks with vacant and developing land and East Front Street, Blazing Star State Trail, and Albert Lea Lake located beyond; and the west by Shell Rock River between Fountain Lake and Albert Lea Lake with vegetated land and railroad tracks located beyond.

Based on previous environmental documents, the Site was developed as a meat packing facility from at least 1918 through 2001 when a fire destroyed the facility. Aboveground storage tanks (ASTs) containing fuel were located in the northwest portion of the Site as part of the meat packing facility. Residential and commercial structures were located along the east side of the Site. A dry cleaner, car wash, auto sales and services, and a concrete product plant were located on the northeast portion of the Site. The last of the former buildings on the Site were demolished in the winter of 2002-03, and the Site has since been undeveloped. The Site currently has low vegetative cover and a gravel drive.

## **B.2. Geology and Hydrogeology**

### **B.2.a. Topography**

According to the United States Geological Survey (USGS) 7.5-minute quadrangle for Albert Lea East, Minnesota, the surface elevations at the Site range from approximately 1240 feet above mean sea level (AMSL) at the northeast corner of the site to approximately 1210 feet AMSL along Shell Rock River on the west side of the Site. The Site slopes downward to the west toward Shell Rock River, the channel between Fountain Lake and Albert Lea Lake.

### **B.2.b. Geology**

The uppermost bedrock unit in the Site vicinity is Middle Devonian age Cedar Valley Group (Rongstad and Vogel, 1991) The Cedar Valley Group is primarily comprised of carbonate rock, fine-grained; white, light gray, and yellow; limestone, dolomitic limestone, and shale partings. The bedrock is overlain by unconsolidated surficial deposits, chiefly glacial drift, alluvial silts, sands, and gravels.

The approximate depth to bedrock in the vicinity of the Site is approximately 100 feet below ground surface (bgs) (Rongstad and Wohlfeil, 1991). According to the "Bedrock Topography vs. Depth to



Bedrock” online interactive map, the approximate depth to bedrock in the vicinity of the Site ranges from 110 feet bgs in the southwest of the Site to 140 feet bgs in the northwest of the Site (MGS, 2022).

### **B.2.c. Hydrogeology**

According to the USGS 7.5-minute topographic map series Albert Lea East, Minnesota quadrangle, the surface gradient in the vicinity of the Site is generally to the south and west. Accordingly, the regional groundwater flow direction within the consolidated deposits in the vicinity of the Site may also be generally to the south toward Albert Lea Lake. However, the regional groundwater flow direction in the vicinity of the Site could not be ascertained, due to lack of available hydrogeological information. The local direction of groundwater flow may be affected by nearby streams, lakes, wells, and/or wetlands and may vary seasonally.

Historical groundwater contour maps from previous investigations in the early 2000s using the eight former monitoring wells located on the Site show groundwater generally flows to the west-southwest (see Section B.3.).

## **B.3. Previous Site Investigations**

Previous investigation locations are shown on Figure 3. Figure 4 is a cross section index and Figures 5a through 5d present cross sections completed in 2022. Figures 6 through 8 show the soil, groundwater, and soil vapor results with regulatory exceedances noted, respectively, for the 2022 investigations conducted by Braun Intertec. Soil, groundwater, and soil vapor analytical results summary tables for all previous investigations are included in Appendix A through Appendix C, respectively. The analytical summary tables by others have been edited to compare the results to the current MPCA regulatory criteria. Braun Intertec sol boring logs are included in Appendix D. Select previous investigation information from other consultants are included in the appendices as noted within the summaries below.

### **B.3.a. 2001 SEH Phase I and 2005 SEH Pre-Purchase Site Assessment**

***Pre-Purchase Site Assessment, Farmland Foods, Inc., Albert Lea, MN; prepared by Short Elliot Hendrickson Inc., No. AALBER0401.00, dated March 2005 (Included as an appendix in the 2005 SEH Phase II ESA).***

Short Elliot Hendrickson Inc. (SEH) completed a Phase I Environmental Site Assessment (ESA) of the 33-acre property in October 2001 and a Pre-Purchase Site Assessment (PPSA) in 2001 which is summarized in a report dated March 2005 in order to assist the City in making the decision of whether to purchase the Site from Farmland Industries, Inc. The PPSA is included in an appendix in the 2005 SEH Phase II ESA

discussed in the next section, although no boring logs for the PPSA were included. The 2001 Phase I ESA identified thirty-six (36) known or suspected recognized environmental conditions (RECs) on or adjacent to the Site. The City has not been able to find a copy of the Phase I ESA report. The PPSA detected chemicals of concern but could not effectively qualify or delineate them due to physical and ownership constraints imposed by Farmland Foods, the property owner at the time.

Select SEH previous investigation information is included in Appendix E including figures, cross sections, and soil boring logs. The SEH analytical summary tables are included in Appendix A through Appendix C. The investigation locations are included on Figure 3 and the subsequent figures.

The PPSA investigated the RECs that were deemed to have the potential of dissuading the City from purchasing the property. In the PPSA, the location discussed as Area 1 correspond to the current Site. The PPSA also included soil and groundwater sampling in Area 2 and Area 3, located south of the Site. Twenty (20) total borings were advanced in Area 1 (the Site) between October 21 and November 29, 2001, to investigate some of the RECs identified in the Phase I ESA. Temporary piezometers were installed in three of the borings in Area 1 to measure groundwater elevations. The PPSA found metals, diesel range organics (DRO), polycyclic aromatic hydrocarbons (PAHs), and solvents in soil samples. At several locations across the Site metals, DRO, and solvents were identified at concentrations exceeding regulatory levels.

### **B.3.b. 2005 SEH Phase II ESA**

***Phase II Environmental Site Assessment – Volume I and Volume II, Former Farmland Foods Site, Albert Lea, Minnesota, prepared by SEH, No. A-ALBER0401.00, dated March 10, 2005 (2005 Phase II ESA).***

SEH completed a Phase II ESA for the Site. The purpose of this Phase II ESA was to further assess environmental impacts to soil and groundwater at the Site.

Select SEH previous investigation information including boring logs, cross sections, and groundwater contour maps are included in Appendix E. The analytical summary tables are included in Appendix A through Appendix C. The investigation locations are included on Figure 3 and subsequent figures.

Eight permanent monitoring wells (MW-1 through MW-8) were installed in borings 15 to 20 feet bgs on the Site. Approximately 50 soil borings were advanced at the Site. Four (4) test trenches were completed on the property to intersect buried storm and sewer lines, and an area with the possibility of containing a buried fuel oil line from the former above ground storage tanks (ASTs).

The 2005 Phase II ESA identified soil and groundwater impacts exceeding 2005 groundwater Health Risk Levels (HRLs) and/or Soil Leaching Values (SLVs) and current regulatory standards in the locations of the former operations maintenance garages (chlorinated solvents) and the former fuel oil storage area. Concentrations of naphthalene were detected above the Soil Reference Value (SRV). Arsenic was detected at concentrations above the SRV in the southeastern and north-central portion of the Site to depths of eight feet. Isolated detections of selenium above the 2005 HRL were detected in groundwater in the north-central and southeastern portion of the property.

Some laboratory reporting limits from the 2005 Phase II ESA were higher than the current regulatory standards but were considered non-detectable by the laboratory. No soil vapor sampling was included as part of this previous investigation.

**B.3.c. 2006 LSI - Leak#15945**

***Limited Site Investigation, Former Farmland Foods Facility, 1000 East Main Street, Albert Lea, Minnesota; dated May 2, 2006, prepared by SEH (2006 LSI).***

Based on the results of the Phase II ESA, a petroleum release was reported to the MPCA related to the petroleum impacts in the far northwest corner of the Site (see Figure 6) associated with the former fuel oil storage area. SEH completed an MPCA Limited Site Investigation (LSI) report utilizing many the soil borings from the 2005 Phase II ESA. In summary DRO impacts were found in soil and groundwater. The report indicated risk was low and recommended Site closure.

**B.3.d. 2008 Annual Monitoring Report - Leak#15945**

***Annual Monitoring Report, Former Farmland Foods Facility, 1000 East Main Street, Albert Lea, Minnesota; dated September 17, 2008, prepared by SEH (2008 MR).***

Continued groundwater sampling took place of the eight existing monitoring wells and a new monitoring well MW-9 located downgradient of the former fuel oil storage area (see Figure 6). Free phase petroleum product was identified in MW-9. The 2008 MR recommended a soil source area removal by excavation and disposal offsite at a landfill.

**B.3.e. 2009 DRAP Implementation Report**

***Development Response Action Plan Implementation Report, Former Farmland Foods Facility, Blazing Star Site, Albert Lea, Minnesota; dated November 2009, prepared by Wenk Associates, Inc. (2009 DRAP Implementation Report).***

A Development Response Action Plan (DRAP) was prepared for completing a source area excavation remedial action of the petroleum impacted soils. Following completion of the work a DRAP Implementation report was prepared documenting the response actions completed. In total, approximately 5,000 cubic yards of petroleum contaminated soil were removed for disposal. The report indicated that petroleum contaminated soil remained in the bottom and sidewalls at some locations. MPCA issued leak site closure for Leak #15945 on December 30, 2011.

The approximate excavation area is shown on Figure 6.

### **B.3.f. 2018 Proposed Fire Station Geotechnical Investigation**

In January 2018, Central Valley Testing, Inc. (CVT) advanced 12 geotechnical soil borings (B-01 through B-12) on behalf of the City on the east central portion of the Site, in the area of a proposed fire station at the time. The fire station was decided to not be constructed at this location. No formal report was prepared. In general, there was geotechnically good soil on the eastern one third of that proposed parcel, and the rest was geotechnically poor. Environmental screening and sampling were not part of the scope.

Select information related to the geotechnical investigation, including maps and soil boring logs are included in Appendix F. The soil boring locations are shown on Figure 3. And subsequent figures

### **B.3.g. 2021 CVT Proposed Water Tower Investigation**

***Design Phase Geotechnical Evaluation & Environmental Testing, Proposed 1-MG Elevated Water Tower, Southwest of East Main Street and Garfield Avenue, Albert Lea, MN; dated August 4, 2021, prepared by Chosen Valley Testing, Inc., No. 18692.21MRN.***

On behalf of the City, Chosen Valley Testing, Inc. (CVT) advanced three soil borings labeled as B-1 through B-3 within the footprint of a proposed city water tower for geotechnical and environmental purposes. The City decided to construct the water tower at a different location.

No field indications of impacts were observed, and no elevated photoionization detector (PID) readings were recorded. Three soil samples were analyzed for volatile organic compounds (VOCs), the eight Resource Conservation and Recovery Act (RCRA) metals and DRO. No concentrations exceeded established regulatory criteria. Arsenic was detected in one sample above the SLV but was below the MPCA established Background Threshold Value (BTV) and is considered to be a background concentration.

Select information related to the investigation, including maps and boring logs, are included in Appendix G. The soil analytical summary table is included in Appendix A. The investigation locations are shown in the north central portion of the Site on Figure 3 and subsequent figures.

### **B.3.h. 2022 Phase I ESA**

***Phase I Environmental Site Assessment, Blazing Star Parcel North of the Railroad Tracks, 1000 Main Street East, Albert Lea, Minnesota; dated September 30, 2022, prepared by Braun Intertec, MPCA Project: BF0002134 (2022 Phase I ESA).***

The 2022 Phase I ESA completed by Braun Intertec was funded by the MPCA Targeted Brownfields Assessment Program, MPCA project number BF2134. The Phase I ESA included the 6-acre parcel and the 27-acre parcel. According to the 2022 Phase I ESA, the Site was historically developed as a meat packing facility from at least 1918 through 2001 when a fire destroyed the facility. The meat packing facility utilized railroad sidetracks located on the western edge of the Site. ASTs containing fuel oil were located in the northwest portion of the Site as part of the meat packing facility. The Site has since been undeveloped.

The surrounding area was formerly developed for residential and commercial/industrial uses since at least 1931. The commercial uses included, but were not limited to, a dry cleaner, a car wash, auto sales and service, and a concrete product plant. All of the commercial buildings adjacent to the Site were demolished in the winter of 2002-2003.

The following recognized conditions were identified for the Site in the 2022 Phase I ESA:

- The Site was developed as a meat packing facility from at least 1918 through 2001 when a fire destroyed the facility. Fuel ASTs were located in the northwest portion of the Site as part of the meat packing facility. Railroad sidetracks accessed the meat packing facility. In addition, residential and commercial structures were located along the east side of the Site. The commercial uses included, but were not limited to, a drycleaner, a car wash, auto sales and service, and a concrete product plant. All of the buildings formerly on the Site were demolished in the winter of 2002-03 and the Site has since been undeveloped. The Site was identified on various regulatory databases including, but not limited to, registered storage tanks, petroleum tank releases, hazardous waste generation, unpermitted landfill, and Site Assessment databases (LS0007223, LS0014061, LS0015945, SA0007556). Previous investigations conducted at the Site found petroleum and chlorinated solvents exceeding groundwater HRLs and/or soil leaching values. Isolated detections of arsenic above the SLVs and naphthalene detections were identified in soil. Groundwater contamination was found

to consist of petroleum, chlorinated solvents (tetrachloroethene or perchloroethene [PCE], trichloroethene [TCE], and related breakdown products), and isolated detections of selenium above the HRLs. The Site is currently enrolled in the MPCA VIC and Petroleum Brownfield programs under MPCA Brownfields BF0002134 related to the Site being enrolled in the Minnesota Targeted Brownfields Assessment Program (MNTBAP) program to complete this Phase I ESA. The past uses of the Site and the documented impacts to soil and groundwater represent a REC.

- The Site is located in an area of current and historical commercial/industrial use. Numerous properties are listed in the regulatory report in the vicinity of the Site with reported releases of hazardous substances and/or petroleum products. Based on the downgradient location of the Site with respect to some of the properties listed in the database report with known releases, there is the potential for impacts to soil, groundwater and/or soil vapor at the Site. This potential is a considered a REC.

### **B.3.i. 2022 Environmental Site Investigation**

***Environmental Site Assessment, Blazing Star 6-Acre Parcel, 100 East Main Street, Albert Lea, Minnesota; dated February 24, 2023, prepared by Braun Intertec (B2208382.00), MPCA Project Number BF0002134 (2022 ESI).***

Braun Intertec completed an Environmental Site Investigation (ESI) for the Blazing Star 6-Acre Parcel in 2022, which comprised the northeast 6-acre parcel of the Site (See Figure 3). The proposed redevelopment plan was not known at the time of the ESI, so the investigation locations were spaced throughout the Site to provide good coverage. The 2022 ESI was funded by the MPCA MNTBAP. The ESI consisted of 12 soil borings, designated as BS-SB-ST-01 to BS-SB-ST-12, at the northeast 6-acre parcel of the Site to depths ranging from 20 to 35 feet bgs. Temporary monitoring wells were installed to evaluate groundwater conditions in soil borings BS-GW-ST-03 through BS-GW-ST-06, BS-GW-ST-08, BS-GW-ST-09, and BS-GW-ST-12. Samples were collected from soil and groundwater for laboratory analysis for VOCs, PAHs, DRO, GRO, and 8 Resource Conservation and Recovery Act (RCRA) Metals. Two seasonal sampling events were conduct of nine temporary soil vapor probes (BS-SV-SV-1 to BS-SV-SV-9) evenly spaced throughout the 6-acres and analyzed for VOCs.

Soil and groundwater impacts were detected and were generally consistent with the historic investigations conducted. Petroleum related soil and PAH impacts are primarily located in the southwest corner of the 6-acre parcel and an area in near the center of the parcel. Chlorinated solvent impacts to soil were identified in the northeast corner where the former dry cleaner was located. Chlorinated solvent impacts to groundwater and to soil vapor were also detected in the northeast portion. PAH and

dissolved arsenic groundwater impacts were detected at several locations throughout the 6-acre parcel. The dissolved arsenic is a little unusual since it was not found in the 2022 Phase II ESA groundwater samples discussed in the next section, which were located downgradient of the 6-acre parcel.

The investigation locations are shown on Figure 3 and soil, groundwater, and soil vapor contamination areas are shown on Figures 6 through 8.

### **B.3.j. 2022 Phase II ESA**

***Phase II Environmental Site Assessment, Larger Blazing Star Parcel, Southwest of East Main Street and Garfield Avenue Intersection, Albert Lea, Minnesota; dated February 24, 2023, prepared by Braun Intertec (B2207743.00) (2022 Phase II ESA).***

Braun Intertec completed a Phase II ESA for the Larger Blazing Star Parcel in 2022, which comprised approximately 27-acres of the Site. The proposed redevelopment plan was not known at the time of the Phase II ESA, so the investigation locations were spaced throughout the Site to provide good coverage. The Phase II ESA consisted of advancement of 15 soil borings, designated as SB-13 through SB-27, to depths ranging from 15 to 30 feet bgs, with shallower borings on the west and southwest portion of the Site which are at lower surface elevations. Temporary monitoring wells were installed to evaluate groundwater conditions in soil borings SB-17, SB-19, SB-20, SB-21, SB-24, SB-25, and SB-26. Samples were collected from soil and groundwater for laboratory analysis for a combination of VOCs, PAHs, DRO, gasoline range organics (GRO), 8 RCRA Metals, and arsenic. Soil sampling was largely focused on the upper 4 feet bgs based on the historic investigation results. Two seasonal rounds of fifteen temporary soil vapor probes (SV-10 through SV-24) were advanced evenly spaced throughout the 27-acres and analyzed for VOCs.

Soil and groundwater impacts were detected and were generally consistent with the historical investigations conducted. Petroleum related soil and groundwater impacts are primarily located in the northwest corner of the Site where the historic petroleum ASTs were located, with some smaller spotty areas in the southeast portion of the Site. Arsenic impacts in soil were identified at several locations throughout the Site. Chlorinated solvent soil and groundwater impacts are located in the west central portion of the Site where the former operations maintenance garages were located. Chlorinated solvent soil vapor impacts were also located in the west central portion of the Site.

The investigation locations are shown on Figure 3, soil, groundwater, and soil vapor contamination areas shown on Figure 6 through 8.

## C. Project Overview

### C.1. Proposed Development

The current proposed development plan (see Figure 9) includes the construction of filling station and convenience store on the northeast portion of the Site. The City has already identified an end user for this parcel and it will be developed first. A concept development plan is available for the other 27 acres of the Site as shown on Figure 9 and negotiations are progress with potential end users for some of the other Site parcels. Currently anticipated end uses for the other portions of the Site include a slab-on-grade grocery store in the north central portion, a commercial/retail building on the northwest portion, a storm water pond in the west central portion, two slab-on-grade multi-story apartment buildings on the east central portion, and a south parcel for future development and a park on the south-southwest end of the Site. Based on the depth of fill and contamination identified in the soil and groundwater, from a geotechnical standpoint, rammed aggregate piers (instead of an excavation soil correction for standard spread footings) is expected to be used to support the structures which will limit the amount of contaminated soil that needs to be managed. The extent of identified soil impacts in relation to the planned development is shown on Figure 10.

### C.2. Project Contacts

#### Project Owner

City of Albert Lea  
Steven Jahnke  
221 E Clark Street  
Albert Lea, MN 56007  
Phone: 507.377.4315  
Email: [sjanke@ci.albertlea.mn.us](mailto:sjanke@ci.albertlea.mn.us)

#### Environmental Consultant

Braun Intertec Corporation  
Jeremy Hansen  
11001 Hampshire Avenue South  
Bloomington, MN 55438  
Phone: 952.995.2464  
Email: [jhansen@braunintertec.com](mailto:jhansen@braunintertec.com)



**Developer**

Several different ones - To be Determined (TBD)

**MPCA Petroleum Brownfields and Voluntary Investigation and Cleanup Programs**

**MPCA PB**

Ms. Jayme Hammond  
520 Lafayette Road North  
St. Paul, MN 55155  
Phone: 651.757.2615  
Email: [Jayme.Hammond@state.mn.us](mailto:Jayme.Hammond@state.mn.us)

**MPCA VIC**

Ms. Shanna Schmitt  
520 Lafayette Road North  
St. Paul, MN 55155  
Phone: 651.757.2697  
Email: [shanna.schmitt@state.mn.us](mailto:shanna.schmitt@state.mn.us)

Ms. Rebecca Ryser  
520 Lafayette Road North  
St. Paul, MN 55155  
Phone: 651.757.2015  
Email: [rebecca.ryser@state.mn.us](mailto:rebecca.ryser@state.mn.us)

**MPCA Emergency (State Duty Officer)**

651.649.5451

**Local Emergency**

911

## **D. Response Action Plan**

### **D.1. Site Conceptual Model**

Site investigations identified fill soil at the Site to depths of up to 4 to 16 feet bgs which consisted mainly of silty sand and clayey sand. Underlying the fill was apparent native soil consisting mainly of poorly graded sand, poorly graded sand with silt, silty sand, sandy silt, silt, and sandy lean clay. Groundwater was encountered at depths ranging from approximately 6 to 27 feet bgs corresponding to elevations ranging between approximately 1203 and 1217 feet AMSL. There is an approximate 30-foot grade change across the Site from the northeast corner to the lower southwest corner. A cross section index is shown as Figure 4 and recent geologic cross sections A-A', B-B', C-C', and D-D' are presented as Figures 5a through 5d, respectively. Three historical cross sections representing different areas of the Site are shown on Figure 4 and included in Appendix E.

A good portion of the fill soil and native soil is geotechnically unsuitable in many areas across the Site. In areas where cuts will be needed for grading purposes and no contamination was identified, the soil will be reused on-site if it can from a geotechnical standpoint, and if not, it will be reused off-site.

#### **D.1.a. Soil**

Historical uses have resulted in petroleum and non-petroleum soil impacts throughout the Site. Impacts primarily include benzene, naphthalene, trimethylbenzenes, PAHs/benzo(a) pyrene equivalents, DRO, PCE, TCE, and arsenic. Figure 6 shows the areas of the soil contamination above regulatory standards, which considers the historical data for the Site as well. Based on the proposed redevelopment plan, there will be some grade changes throughout the Site to facilitate redevelopment. Considerations will need to be made for proper soil management during redevelopment.

#### **D.1.b. Groundwater**

Historical uses of the Site have resulted in petroleum and non-petroleum groundwater impacts primarily on the western and northeastern portion of the Site. Impacts primarily include DRO, PCE, TCE, and dissolved arsenic. Figure 7 shows the areas of groundwater contamination above regulatory standards, which considers the historical data for the Site as well. Based on the shallow nature of groundwater, it may be encountered during redevelopment activities on portions of the Site. Considerations will need to be made for proper groundwater management during redevelopment if encountered.

### **D.1.c. Soil Vapor**

Historical uses of the Site have resulted in non-petroleum soil vapor impacts at two locations on the Site. One is located in the northeast portion of the Site where the former dry cleaner was located. The second is in the west central portion of the Site in proximity to where the former operations maintenance garages were located. Impacts include PCE and TCE. Figure 8 shows the areas of soil vapor contamination above regulatory standards. Based on the current information, structures built within these areas will need additional sampling to evaluate if soil vapor mitigation is required and if an active soil vapor mitigation system needs to be incorporated into the building design.

## **D.2. Response Action Plan Objectives**

The construction related response actions will be implemented to allow redevelopment of the Site for primarily commercial use, with one residential use parcel in the east central portion of the Site. Therefore, the Commercial/Industrial SRVs (for soil), SLVs (for soil), MDH HRLs or MDH Health-Based Values (HBVs) (for groundwater), and Commercial ISVs (for soil vapor) will be used to guide decisions regarding management of contaminated materials encountered during redevelopment and reuse and implementation of engineered or institutional controls at the Site for the commercial areas and Residential SRVs, SLVs, HRLs or HBV, and Residential ISVs for the residential parcel.

Implementation of this RAP/CCP is intended to achieve the following objectives:

- Ensure that soil excavated for redevelopment is handled, managed, and disposed of in a manner consistent with current MPCA guidelines and this RAP/CCP. In addition, final development grades will be designed to ensure that any remaining contaminated soil left in place at depth meets the minimum MPCA-required separation distances of 2 feet beneath impervious surfaces (e.g., building footprints, roadway, and paved parking areas) and 4 feet beneath greenspace/landscaped areas.
- Manage contaminated soil during utility-related excavations.
- Address the two soil vapor areas of concern.
- Provide a contingency plan to address environmental unknowns encountered during construction.
- Provide data and documentation to support issuance of a RAP/CCP Implementation Report approval letter.

### **D.3. Proposed Response Actions**

During implementation of the response actions, the methods, procedures, sampling frequencies and soil reuse criteria described in Section D.4 will be used. Proposed response actions include the following:

#### **D.3.a. Proposed Filling Station Parcel**

The proposed filling station/convenience store and carwash will be located within the 6-acre parcel on the northeastern portion of the Site. The proposed grading plan includes a cut of up to approximately 2 feet in the north and northeast portion, which transitions to a proposed fill of up to approximately 6 feet on the south end to manage contaminated soil and due to the significant grade change across the area. Specific response actions will include:

- A small area of PAH and DRO impacted soil is present in the central portion of the parcel (ST-08). The BaP Equivalent was above the SLV and DRO was a little above 100 mg/kg in the 0 to 2-foot sample. No odors, staining, or elevated PID readings were observed in this area. This area will include placement of at least 2 feet of clean fill soil to create the clean soil buffer below portions of the proposed buildings and pavement area between the buildings.
- A small area of PCE soil impacts is located in the far northeast corner (ST-05 and GP-24A) to depths of at least 6 feet bgs (Figure 6). This is where the former dry cleaner was located. No odors, staining, or elevated PID readings were observed in this area. This area will be largely green space and partial pavement, therefore, in addition to the proposed 2 foot cut to get to the proposed grade, there will be an additional 4 foot cut to remove the PCE impacts in the 4-foot buffer zone. The removed soil from within this area will be managed as contaminated and disposed of offsite at an appropriately permitted landfill. The area will be backfilled with 4 feet of clean soil in the green space and 3 feet of clean soil in the paved area. Upon completion of the excavation, documentation soil samples will be collected for VOCs.
- Groundwater in this area has some dissolved arsenic and PCE impacts; however, because it is approximately 20 to 25 feet bgs, it is not anticipated to be encountered during redevelopment.
- A PCE soil vapor area of concern (AOC) is located in the northeast portion of the parcel, where the former dry cleaner was located (see Figure 8). Based on investigation results to date, the extent of the soil vapor AOC may not encompass the proposed building location.

Additional seasonal soil vapor sampling will be conducted to evaluate if an active sub-slab depressurization system (SSDS) will need to be incorporated into the proposed main filling station building. If an SSDS is needed, the proposed design plan will be provided to the MPCA prior to construction. Post-mitigation confirmation sampling will be conducted in accordance with MPCA guidance to confirm the SSDS is operating properly, and an environmental covenant will be filed for the property.

### **D.3.b. Proposed Grocery Store Parcel**

The proposed grocery store parcel (4.32 acres) will be located in the north central portion of the Site. In order to manage the contaminated soil identified in three different locations, a clean soil fill cap will be placed to create a fill of about 1 foot on the northeast portion which will transition to a fill of about 2 feet on the south end. The proposed building footprint location has an average proposed fill of 2.5 foot. Specific response actions will include:

- Petroleum related impacts are present including BaP equivalent (above Residential SRV) and low-level DRO concentrations in the southeastern corner of the parcel in the locations of BS-SB-ST-09 and SB-15 and arsenic impacted soil is present in the shallow soil on the western portion of the parcel near SB-13 and GP-37 (Figure 6). No odors, staining, or elevated PID readings were observed in these areas. These areas will get at least 2 feet of clean fill below the 1-foot pavement section (6 inches base and 6 inches bituminous) and building section (approximately 1 foot of sand with the concrete slab over the top).
- Groundwater is not contaminated in this area and is not anticipated to be encountered during redevelopment.
- A PCE and TCE soil vapor AOC may encroach on the southern corner of the parcel. Based on the results of two previous seasonal soil vapor sampling events, the AOC does not extend to the footprint of the proposed building. No soil vapor mitigation actions are proposed.

### **D.3.c. Proposed Commercial Parcel**

The proposed commercial parcel (3.95 acres) will be located in the northwest portion of the Site. In order to manage the contaminated soil identified in four different locations, grade will generally be raised to create less excavation required and create a clean fill cap on other areas including within the building footprint. The proposed building footprint location has an average proposed fill of 3 foot. Specific response actions will include:

- PAH impacts that exceed the Residential SRV are present on the northern portion of the parcel in the area of SB-15. This area will be receiving between 2 and 3 feet of clean soil.
- Arsenic impacted soil is present in the shallow soil on the southwestern portion of the parcel (GP-41) and shallow TCE impacts above the SLV are present on the western portion of the parcel (SB-14) (Figure 6). No odors, staining, or elevated PID readings were observed in these areas. These areas are in proposed green space and will get a 4-foot cut to remove the impacts in the upper 4 feet and will be backfilled with clean soil. Upon completion of the excavation, documentation soil samples will be collected for arsenic and VOCs, as appropriate to the contaminant of concern at each area.
- Arsenic impacted soil is present at SB-17 in the shallow soil within a portion of the proposed building footprint. This area will receive 2 feet of clean fill followed by 1 foot of sand and concrete slab.
- Petroleum impacts, and potentially PCE and/or TCE impacts, are present in the groundwater in the western and southwestern portions of the parcel. Groundwater was encountered at 11 feet during previous investigations and is not anticipated to be encountered during redevelopment. If it is encountered, it will be managed as contaminated water.
- A PCE and TCE soil vapor area of concern is located across a good portion of the Site, apparently associated with the former operations maintenance garage (Figure 8). Additional seasonal soil vapor sampling will be conducted to evaluate if an active SSDS will need to be incorporated into the proposed building design. If an SSDS is needed, the proposed design plan will be provided to the MPCA prior to construction. Post-mitigation confirmation sampling will be conducted in accordance with MPCA guidance to confirm the SSDS is operating properly, and an environmental covenant will be filed for the property.

#### **D.3.d. Proposed Apartment Building**

The proposed apartment building parcel (4.34 acres) will be located in the east central portion of the Site. This parcel will be getting clean soil added to it to create a flat parcel for construction and create clean buffers over impacted areas. Specific response actions will include:

- Arsenic impacted soil is present (above the Commercial/Industrial SRV) in the shallow soil on the northern portion of the parcel (SB-19) (Figure 6) where the proposed parking lot is located. No odors, staining, or elevated PID readings were observed in this area. This area will get at least 4 feet of clean soil placed over it to create a clean soil buffer and prepare it for construction.

- Arsenic impacted soil is present (above the Commercial/Industrial SRV) in the shallow soil in the southern portion of the parcel where one of the proposed apartment buildings will be located (GP-66). This area will receive at least 2 feet of clean soil to create a clean soil buffer.
- One low level DRO detection (below 200 ug/L) in groundwater was located in the northeast portion of the parcel. Groundwater was encountered between 6 and 16 feet bgs and may be encountered during construction. Based on the low concentration and that the other groundwater samples at the parcel were clean, no groundwater impacts requiring special handling during construction are anticipated for short term discharges. This may need to be revisited if long term dewatering is needed for construction due to groundwater impacts on surrounding parcels.
- A PCE and TCE soil vapor AOC may extend onto the western portion of the parcel, apparently associated with the former operations maintenance garage (Figure 8). Additional seasonal soil vapor sampling will be conducted on the western edge of the parcel to evaluation if an active SSDS will need be incorporated into the proposed building design. If an SSDS is needed, the proposed design plan will be provided to the MPCA prior to construction. Post-mitigation confirmation sampling will be conducted in accordance with MPCA guidance to confirm the SSDS is operating properly, and an environmental covenant will be filed for the property.

#### **D.3.e. Proposed Stormwater Pond**

The proposed stormwater pond will be located in the western portion of the Site. In order to manage the contaminated soil identified, a combination of raising grade 3 feet and a source area removal will be completed. Specific response actions will include:

- PCE and TCE soil impacts from the ground surface to at least 8 feet bgs are located in the area of the proposed stormwater pond excavation (GP-12A, and GP-12B, GP-55, GP-56, and GP-63). The highest impacts were in GP-12B where TCE was detected at up to 610 mg/kg in 4-8 feet bgs. There are also PAH and VOC shallow soil impacts within the footprint of the stormwater pond (SB-20). No odors, staining, or elevated PID readings were observed in the area of SB-20. Grade will be raised 3 feet across the pond parcel, which will limit the amount of contaminated soil excavated. The stormwater pond will require an excavation of approximate 7 feet deep, which includes an extra 2 feet to accommodate installation of a

liner system. The pond will then be lined with either 2 feet of clean clay, or a geosynthetic membrane, so that no water infiltrates through the base of the pond into the underlying remaining contaminated soil and groundwater.

- Upon completion of the excavation, documentation soil samples will be collected for analysis for VOCs to document remaining contaminant levels.

#### **D.3.f. Southern Parcel**

The proposed south parcel (2.08 acres) will be located in the southern portion of the Site (Figure 10). There is no current proposed development for this parcel at this time. It is located adjacent to the park parcel and will be treated as green space until it redeveloped. In order to manage the contaminated soil identified, grade is proposed to be raised 4 feet to create a clean buffer and no contaminated soil will require excavation. Specific response actions will include:

- Arsenic and PAH impacts are present in the shallow soil at two locations, SB-24 and SB-25 (Figure 6). No odors, staining, or elevated PID readings were observed in these areas. This area will get at least 4 feet of clean soil placed over it to create a clean soil buffer.

#### **D.3.g. Park Parcel**

The proposed park parcel will be located in the southern portion of the Site (Figure 10), south and west of the Southern Parcel. Since a large portion of this area is within the 100-year flood plain, grade cannot be changed drastically, so this area will get an excavation hotspot removal. Specific response actions will include:

- Arsenic and PAH impacts are present in the shallow soil at locations, SB-24 and SB-27 (Figure 6). No odors, staining, or elevated PID readings were observed in these areas. Additional investigation will take place to further evaluate the extent of the contaminated soil in an attempt to reduce the volume of contaminated soil management required. A 4-foot excavation will take place to remove the impacted soil and will be backfilled with clean soil to create the 4-foot clean buffer in this park green space. Upon removal of upper 4 feet of contaminated soil, documentation soil samples will be collected for analysis for PAHs. Deeper arsenic soil samples have already been collected as part of the 2022 Phase II ESA that indicate no arsenic impacts below 4 feet bgs.



## **D.4. Methods and Procedures**

### **D.4.a. Soil Screening**

A Braun Intertec environmental technician with asbestos inspector credentials will be on Site during significant excavation activities and to assist with providing manifests for the contaminated soil disposal. Soils will be observed for the presence of visual and olfactory indications of contamination. Direct olfactory evaluation of contaminated soil is not recommended for safety reasons, but incidental observations will be noted and acted on. No field indications of soil impacts or elevated PID readings have been identified to this point, however, if observed, the technician will follow MPCA-approved headspace methodology using a PID equipped with a 10.6-electron-volt lamp to monitor soil for the presence of organic vapors. Initially, a minimum of one sample for headspace analysis will be collected for every 10 cubic yards of soil removed.

If PID headspace readings are below background and soils appear consistent (i.e., similar soil type, depth, coloring, debris content, etc.) through an area being excavated, PID screening will be lessened so that one PID sample will be collected for every 20 to 25 cubic yards that is excavated. In addition, if the excavated soil is being transported offsite for disposal, PID screening will be lessened so that one PID sample will be collected for every 20 to 25 cubic yards that is excavated. Conversely, if PID readings indicate that impacted soil is present in the excavation, PID screening frequency will be increased as needed to evaluate the extent of the impacts and to assist with soil segregation. Screening results will be documented.

The headspace procedure is used to field-screen organic vapor levels in soils. The procedure consists of half-filling a new quart-sized sealable bag with a soil sample. The bag is quickly closed, and headspace development is allowed to proceed for at least 10 minutes. The bag is shaken vigorously for 15 seconds, both at the beginning and the end of headspace development. After headspace development, the PID probe is inserted into the bag to one-half the headspace depth. The highest reading observed on the PID is then recorded.

For the purposes of this RAP/CCP, indicators of potentially contaminated soil, groundwater, or surface water include, but are not limited to the following:

- Odor, including gasoline, diesel, creosote (odor of railroad ties), mothballs, or other chemical-like odor.
- Soil stained green or black (but not because of organic content), or with dark, oily appearance, or any unusual soil color or texture.

- A rainbow color (sheen) on surface of water or soil.

Indicators of regulated wastes include, but are not limited to the following:

- Cans, bottles, glass, scrap metal, or wood (indicators of solid waste and a possible dump).
- Concrete or asphalt rubble (indicators of demolition waste).
- Roofing materials, shingles, siding, vermiculite, floor tiles, or any fibrous material (indicators of demolition waste that could contain asbestos, lead, or other chemicals).
- Culverts or other pipes with tar-like coating, insulation, or transite (indicators of asbestos).
- Ash (ash from burning or regulated materials may contain lead or other chemicals).
- Sandblast residue (could contain lead or other metals).
- Treated wood, including, but limited to, products referred to as green-treated, brown-treated and creosote (treated wood disposal is regulated).
- Chemical containers such as storage tanks, drums, filters, and other containers (possible sources of chemical contaminants).
- Old basements with intact floor tiles or insulation (could contain asbestos), sumps (could contain chemical waste), waste traps (could contain oily waste) or cesspools (could contain chemical or oily wastes).

If any of these conditions are encountered and if existing data does not exist for the area, confirmation sampling will be conducted in accordance with Section D.4.c.

#### **D.4.b. Stockpile Procedures**

If it becomes necessary to stockpile impacted soils prior to reuse on Site or for off-Site disposal, the soils will be staged on Site in one or more stockpiles. The stockpiles will be numbered, a sketch will be made of each stockpile location, and a description will be made of the type of material and where it originated. Soils from different areas with suspected different contaminants, soils exhibiting different visual or olfactory characteristics, or soils with significantly different PID measurements will be stored separately.

Stockpiled soils will be placed on polyethylene sheeting or other impervious surface and covered with polyethylene sheeting at the end of each workday, and they will be secured in place. The stockpiles will be bermed to prevent storm water run-on and/or run-off.

If laboratory analysis of stockpiled soils is required, the number of stockpile samples collected will be in accordance with stockpile sampling requirements of the MPCA, specifically:

| Cubic Yards of Soil in Stockpile | Number of Grab Samples |
|----------------------------------|------------------------|
| <500                             | 1 per 100 cubic yards  |
| 501-1,000                        | 1 per 250 cubic yards  |
| 1,001 or more                    | 1 per 500 cubic yards  |

**D.4.c. Documentation Sampling and Analytical Testing**

Based on the results of the environmental screening during RAP implementation, documentation sampling will be conducted in areas where contaminated soil is excavated as required for the construction plans and in areas contaminated soil is excavated to provide the soil buffer requirements stated in Section D.2 to document soil left in place. Documentation soil samples will be collected from the excavation base and sidewalls in the area where contamination is removed and where other indications of contamination (e.g., documented contaminant concentrations greater than SLVs, staining, odors, elevated PID readings, or debris) are found.

The number of soil samples will be collected based on the following:

| Base of Excavation (ft <sup>2</sup> ) | Number of Samples | Sidewalls (ft <sup>2</sup> ) | Number of Samples    |
|---------------------------------------|-------------------|------------------------------|----------------------|
| <500                                  | 2                 | <500                         | 4                    |
| 500-1,000                             | 3                 | 500-1,000                    | 5                    |
| 1,000-1,500                           | 4                 | 1,000-1,500                  | 6                    |
| 1,500-2,500                           | 5                 | 1,500-2,000                  | 7                    |
| 2,500-4,000                           | 6                 | 2,000-3,000                  | 8                    |
| 4,000-6,000                           | 7                 | 3,000-4,000                  | 9                    |
| 6,000-8,500                           | 8                 | >4000                        | 1 per 45 linear feet |
| 8,500-10,890                          | 9                 |                              |                      |

#### **D.4.d. Soil Disposal and/or Reuse**

Decisions regarding on Site and off-site reuse will be based on the following criteria:

- Off-Site reuse of soil from the Site will be in accordance with the MPCA guidance document: *Best Management Practices for Off-Site Reuse of Unregulated Fill*, February 2012, c-rem1-01 (MPCA 2012 Unregulated Fill Guidance), and will meet the following criteria: soil will be free from solid waste, will not exhibit field indications of contamination, PID readings less than 10 parts per million (ppm), contaminant concentrations will be less than the Residential SRVs and SLVs, and no DRO or GRO concentrations greater than 100 mg/kg will be present. Based on previous investigation results, there are areas that meet these criteria. Due to contaminated groundwater, soil below the water table will not be reused onsite or offsite.
- Soil will be reused on Site without restriction, provided it meets geotechnical requirements and there are no indications of contamination based on field screening and contaminant concentrations are less than the commercial or Residential SRVs, based on the proposed parcel use. In green space areas, contamination concentration also will be less than the SLVs. Impacted fill soil might be reused at the Site provided it meets the stated criteria:

##### **Thin-spread beneath paved surfaces**

- PID headspace readings less than 200 ppm.
- Contaminant levels are less than the Commercial or Residential SRVs (based on the proposed parcel use).
- Debris content is less than 5 percent (%) by volume.
- Maximum thickness of 4 inches.

##### **Green Space Areas**

- PID headspace readings are less than 10 ppm.
- Contaminant levels are less than Commercial or Residential SRVs (based on proposed parcel use) and SLVs (for VOCs or other mobile contaminants).
- Debris content is less than 5% by volume.

##### **Utility Corridors**

- PID headspace readings are between background and 10 ppm.
- Contaminant levels are less than the Commercial or Residential SRVs (based on proposed parcel use).

#### **Beneath Buildings or Within Building Backfill**

- Contaminant levels are less than Commercial or Residential SRVs (based on proposed parcel use).
- PID readings are less than 10 ppm.
  
- Soils containing more than 5% by volume construction debris or soils containing asbestos containing material (ACM) will not be reused on Site and will be disposed of at an appropriately permitted disposal facility.
  
- Soil that cannot be reused on Site as restricted fill because of space constraints or because soils exhibit PID readings greater than 200 ppm or contaminant concentrations in excess of the proposed standards described above will be transported for off-Site disposal.

#### **D.4.e. Soil Import**

Fill sources will be considered on a case-by-case basis and evaluated for the potential presence of contaminants in the material. If the fill source is from a site with no environmental concerns, such as native pit run material or from a residential development with no environmental concerns, no analytical testing of the material will be conducted. Acceptance of fill from other sources with potential environmental concerns will be made on a case-by-case basis.

As part of the decision-making process, the land-use history of the source facility will be evaluated, existing environmental reports will be reviewed, the geotechnical suitability of the material will be assessed, and existing analytical data will be reviewed. If additional analytical testing of the material is deemed warranted, samples will be collected at a frequency of at least one sample per 2,000 cubic yards of material. Analytical parameters will be determined based on historic use of the source facility and the Site contaminants of concern. Analytical results will be compared to Residential SRVs and SLVs. Environmental monitoring of fill soils as they are loaded into trucks from the source facilities will be conducted on a case-by-case basis. If the fill meets the requirements of the MPCA 2012 Unregulated Fill Guidance, the import of the material will be approved by the consultant.

#### **D.4.f. Vapor Mitigation**

There are two soil vapor AOCs, one in the vicinity of sample SV-14 and one in the area of BS-SV-SV-3 and BS-SV-SV-6. The soil vapor AOCs impact the filling station parcel, the commercial parcel, and the apartment parcel. Additional seasonal soil vapor sampling events will be conducted prior to construction to further evaluate the need for SSDS on any of those parcels.

SSDSs will be incorporated into the proposed building designs based on the results of the additional seasonal sampling. If an SSDS is needed, the proposed design plan will be provided to the MPCA prior to construction. Post-mitigation confirmation sampling will be conducted in accordance with MPCA guidance to confirm the SSDS is operating properly.

If a vapor mitigation system ends up being required, following installation of the vapor mitigation systems, a Uniform Environmental Covenant and Easement Agreement (UECA) will be prepared for the Site, which includes an Operation and Maintenance (O & M) plan for the vapor mitigation systems. The UECA will be submitted to the MPCA for review and approval, updated as required, then recorded with Hennepin County. The recorded version of the UECA will be provided to the MPCA.

#### **D.4.g. Erosion Control**

The contractor will be responsible for implementation of appropriate erosion controls in accordance with general permit requirements for storm water control at construction sites. This typically includes installation of silt fences at the project boundaries and limits of excavations to control erosion during work on Site. In addition, the contractor will be responsible for providing rock construction entrances or performing street sweeping to prevent muddy or dusty conditions on city streets.

## **E. Construction Contingency Plan**

In the event indications of currently unknown contamination or regulated waste materials (as described in Section D.4.a) are encountered during construction, this CCP will be implemented.

### **E.1. Notification Requirements**

In the event that unexpected, contaminated materials or debris are encountered during construction when the environmental consultant is not on Site, work in the area shall cease immediately, and the work area shall be secured. Work outside of the vicinity of the discovery area can continue if conditions remain safe to do so for project personnel and the surrounding community. The contractor shall immediately notify the owner and/or the owner's representative. At the owner's and/or owner's representative's request, the environmental consultant will mobilize to the Site in the event that contamination is encountered. At this time, the contaminated material or debris will be assessed in-situ as part of a preliminary reconnaissance for the presence of contamination using both visual and olfactory indications of contamination, as well as laboratory analysis.

In the event contaminated materials are encountered during construction, a release may need to be reported to the State Duty Officer in accordance with Minnesota Statute 115.061 and the MPCA project managers.

## **E.2. Preliminary Reconnaissance**

If contamination or regulated waste is unexpectedly encountered, the environmental consultant will mobilize to the Site to conduct a preliminary reconnaissance. During the preliminary reconnaissance, samples of the potentially impacted soil will be collected from any stockpiles or from the excavation base and sidewalls for headspace screening using a PID using MPCA recommended methodologies. A minimum of one sample for headspace analysis will be collected for every 10 cubic yards of material removed. Visual and indirect olfactory indications of contamination will be noted. Screening results will be documented, and Site photographs will be taken, as appropriate.

As part of the preliminary reconnaissance, any potentially contaminated soil that is stockpiled will be placed on polyethylene sheeting or other impervious surfaces and covered with polyethylene sheeting that is secured in place. Staging areas for potentially impacted soil or material will be clearly marked.

The results of the preliminary reconnaissance will be provided to the owner and/or the owner's representative. The contractor will not be allowed to continue to work in the area until the type(s) of contamination is identified, and an appropriate response action is defined by the owner and/or the owner's environmental representative.

## **E.3. Potential Response Actions**

In general, after conducting the preliminary reconnaissance and assessing the type of contamination, environmental monitoring will be conducted during excavation of potentially contaminated materials. The results of the environmental monitoring will be used to segregate and stockpile the potentially contaminated material. Field methods and procedures, analytical testing and decisions regarding soil disposition will be consistent with those described in Section D.4.

If potential ACM is encountered, no excavation work will be conducted until the results of polarized light microscopy (PLM) testing are available. If ACM is detected, procedures established in Section E.3.b will be followed. Response actions, listed by contaminant/waste type, to manage unidentified contamination that is encountered during construction are detailed below.

### **E.3.a. Petroleum-Contaminated Soils**

If petroleum-contaminated soils are identified during construction, soils will be segregated and handled in accordance with MPCA Petroleum Remediation Guidance Document 3.01 "Excavation of Petroleum Contaminated soil and Tank Removal Sampling."

### **E.3.b. Debris and Asbestos-Containing Materials**

In the event that debris suspected of containing asbestos is encountered during earthwork activities, it will be evaluated in-situ for the presence of asbestos by bulk sampling and analysis by PLM. If ACM is encountered, protocol outlined in the October 2013 MPCA *Asbestos Guidance on Excavation Projects* will be followed including implementation of an emissions control plan (ECP). An ECP will be prepared if needed, upon request. In addition, as the debris is excavated and removed, if encountered, it will be properly recycled or soil containing greater than 5% debris will be disposed. ACM will be properly disposed of off Site; no soil containing ACM will be reused on Site.

### **E.3.c. Non-Petroleum-Impacted Soil**

Soils that exhibit non-petroleum impacts will be segregated, stockpiled, and sampled. The results of the analytical testing will be compared to the reuse criteria in Section D.4.d.

### **E.3.d. Storage Tanks or Drums**

In the event that drums, or other storage containers are encountered during earthwork activities, they will be removed, and their condition evaluated by appropriately trained personnel. If the containers are determined to be in poor condition, the materials will be transferred to a new drum that is in good condition. The drums will be placed in a secure location. Containerized materials will be evaluated, tested, and properly disposed. Soil from the area around the container will be screened for indications of contamination. Potentially impacted soil will be segregated and stockpiled. Soil samples will be collected from stockpiled materials for chemical analyses and confirmation soil samples will be collected from remaining in-place soil.

If a possible underground storage tank (UST) indicated by a metal or concrete surface is encountered during excavation activities, the area around the possible underground structure will be carefully excavated. The underground structure will be tested to evaluate the depth to bottom or the presence of liquid. If liquid is present, further testing will be conducted to evaluate its contents. Liquid will be removed by pumping prior to removal and disposal of the structure. All UST contents will be handled in accordance with MPCA and Occupational Safety and Health Administration (OSHA) requirements.

The UST will be removed by a licensed UST removal contractor and will be completed in accordance with MPCA requirements. Soil surrounding the tank or structure will be monitored for possible impacts and sampled for chemical analyses in accordance with MPCA, Petroleum Remediation Program, Guidance Document 3-01.



### **E.3.e. On-Site Wells and Septic Systems**

All wells must be sealed by a licensed well contractor in accordance with MDH regulations. Septic systems also should be properly abandoned in accordance with local and State code.

## **F. Site Health and Safety Plan**

Braun Intertec will prepare a HASP for its personnel that will be on site. Site contractors will be provided with information regarding the locations of potential soil contamination, including this RAP/CCP, as they become available.

## **G. Schedule**

The project is planning to apply for November 1, 2023, cleanup grant and additional funding sources in 2024. Response actions are anticipated to begin on the northwest portion of the Site (filling station parcel) in the spring of 2024. Other work on the larger Site will proceed as funding permits.

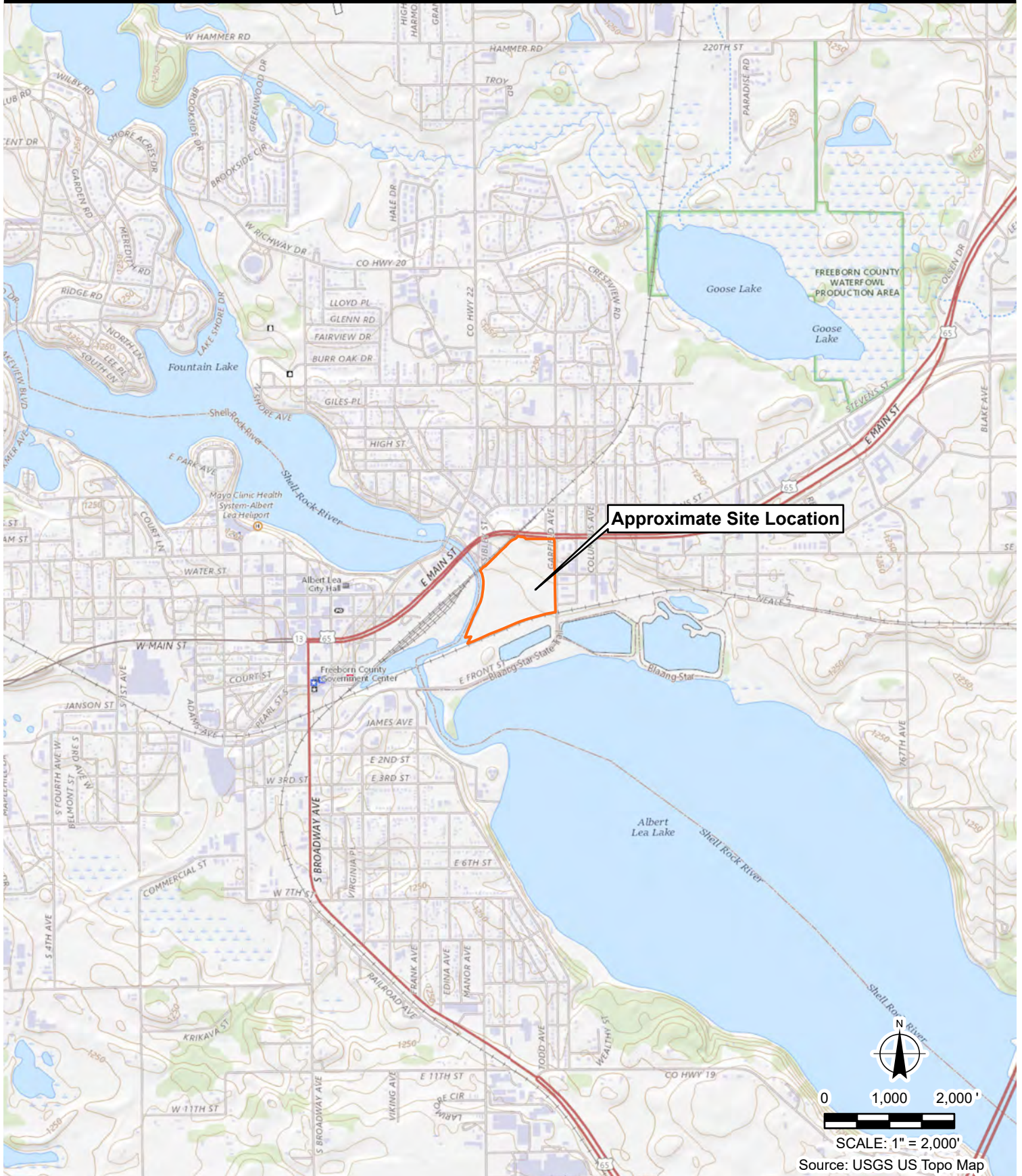
## **H. Reporting**

Depending on the sequencing of construction activities, a RAP implementation report and report addendums will be prepared as portions of the Site are redeveloped. Reporting will occur upon completion of construction activities and analytical testing for the specific portions of the Site and will document methods and results of the RAP/CCP activities and demonstrate compliance with this RAP/CCP. The report and associated addendums will be submitted to the MPCA for review and approval of the completed response actions. In order to facilitate redevelopment activities, RAP/Implementation report approval will likely be needed from MPCA on a parcel-by-parcel basis.

## **I. Standard of Care**

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

## Figures



11001 Hampshire Avenue S  
 Minneapolis, MN 55438  
 952.995.2000  
 braunintertec.com

Project No:  
 B2208382-01

Drawing No:  
 Fig1\_SiteLocation

Drawn By: ZS  
 Date Drawn: 9/21/2022  
 Checked By: KBJ  
 Last Modified: 5/9/2023

Blazing Star Redevelopment Area

1000 E. Main Street  
 MPCA Site ID: BF0002134/EPA ACRES: 251839

Albert Lea, Minnesota

Site Location Map



F:\2022\B2208382\_01\CAD\B2208382-01.dwg, Site Diagram, 5/9/2023 3:26:34 PM



Drawing Information

Project No:  
B2208382.01

Drawing No:  
B2208382-01

Drawn By: JAG  
Date Drawn: 12/30/22  
Checked By: JRH  
Last Modified: 5/9/23

Project Information

Blazing Star  
Redevelopment Area

1000 E. Main Street  
MPCA Site ID:  
BF0002134 /  
EPA ACRES: 251839

Albert Lea, Minnesota

Site Diagram

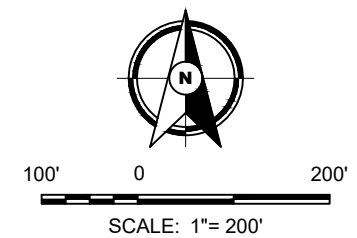
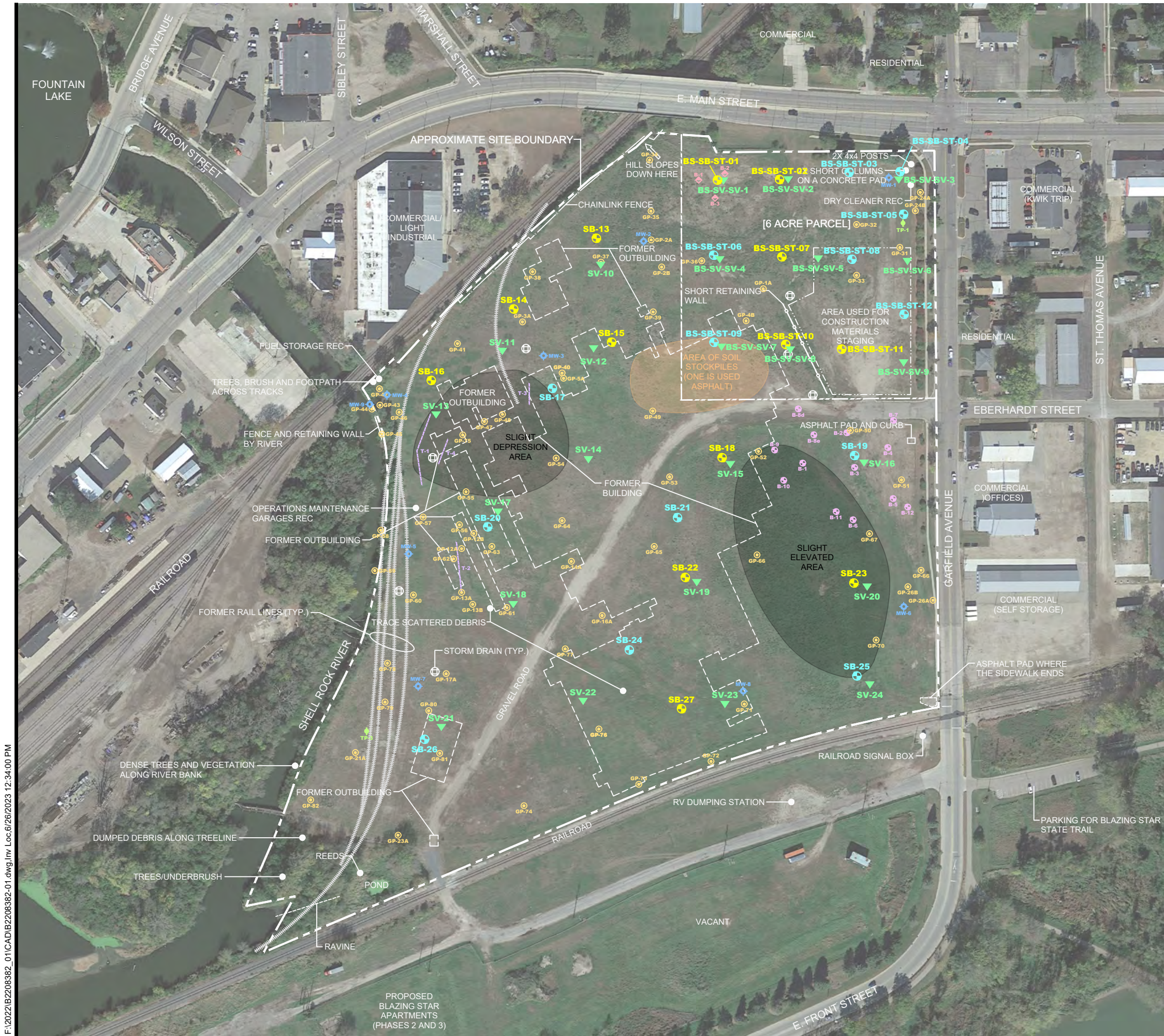


Figure 2



F:\2022\B2208382\_01\CAD\B2208382-01.dwg, Inv. Loc. 6/26/2023 12:34:00 PM

- DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING
- DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING WITH TEMPORARY WELL
- ▼ DENOTES APPROXIMATE LOCATION OF SOIL VAPOR PROBE
- ◆ PREVIOUS GEO AND ENVIRONMENTAL SOIL BORING (2021 CVT)
- PREVIOUS GEO SOIL BORING (2018 CVT)
- ◆ PREVIOUS MONITORING WELL LOCATION (2005 SEH)
- PREVIOUS TEST TRENCH (2005 SEH)
- PREVIOUS GEOPROBE LOCATION (2002 SEH)
- ◆ PREVIOUS PIEZOMETER LOCATION (2002 SEH)



Drawing Information

Project No: B2208382-01  
Drawing No: B2208382-01  
Drawn By: JAG  
Date Drawn: 12/30/22  
Checked By: JRH  
Last Modified: 6/26/23

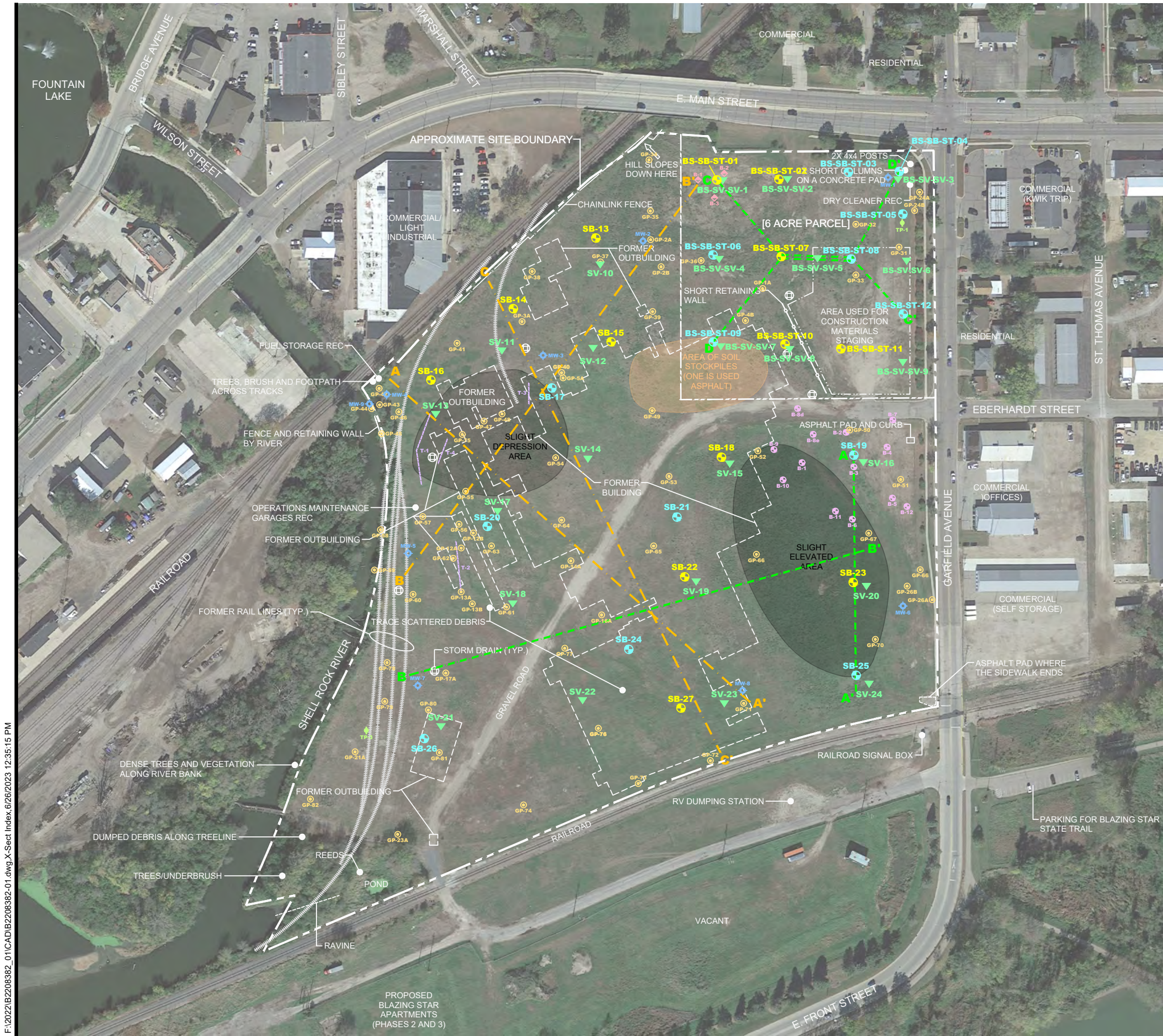
Project Information

Blazing Star  
Redevelopment Area  
1000 E. Main Street  
MPCA Site ID:  
BF0002134 /  
EPA ACRES: 251839

Albert Lea, Minnesota

Investigation  
Locations

Figure 3



- CROSS SECTION LINE
- DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING
- DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING WITH TEMPORARY WELL
- DENOTES APPROXIMATE LOCATION OF SOIL VAPOR PROBE
- PREVIOUS GEO AND ENVIRONMENTAL SOIL BORING (2021 CVT)
- PREVIOUS GEO SOIL BORING (2018 CVT)
- PREVIOUS MONITORING WELL LOCATION (2005 SEH)
- PREVIOUS TEST TRENCH (2005 SEH)
- PREVIOUS GEOPROBE LOCATION (2002 SEH)
- PREVIOUS PIEZOMETER LOCATION (2002 SEH)
- PREVIOUS CROSS SECTION LINE (2005 SEH, INCLUDED IN THE APPENDIX)



100' 0 200'  
SCALE: 1"= 200'

F:\2022\B2208382\_01\CAD\B2208382-01.dwg, X-Sect Index, 6/26/2023 12:35:15 PM



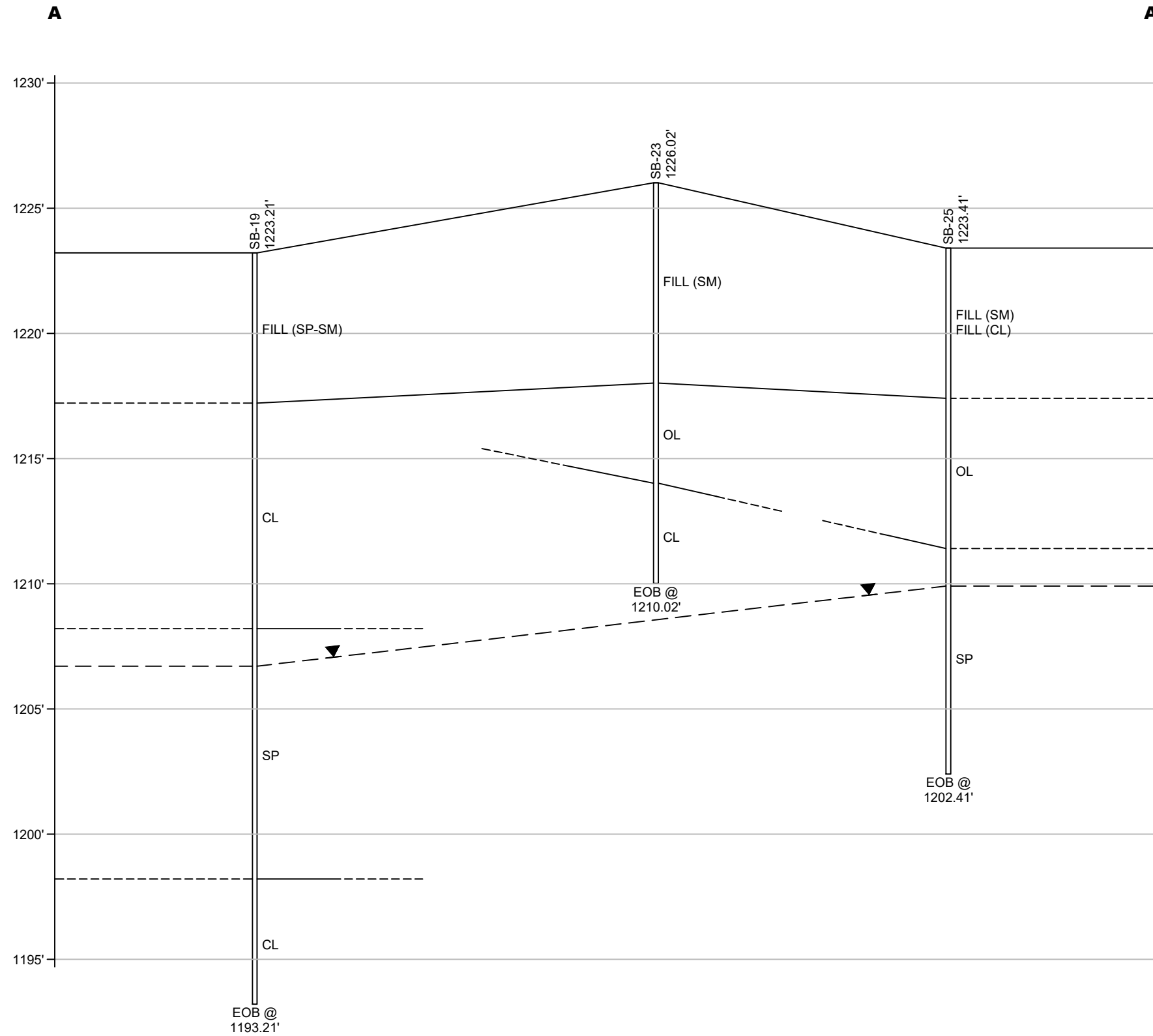
| Drawing Information                |             |
|------------------------------------|-------------|
| Project No:                        | B2208382.01 |
| Drawing No:                        | B2208382-01 |
| Drawn By:                          | JAG         |
| Date Drawn:                        | 12/30/22    |
| Checked By:                        | JRH         |
| Last Modified:                     | 6/26/23     |
| Project Information                |             |
| Blazing Star<br>Redevelopment Area |             |

1000 E. Main Street  
MPCA Site ID:  
BF0002134 /  
EPA ACRES: 251839

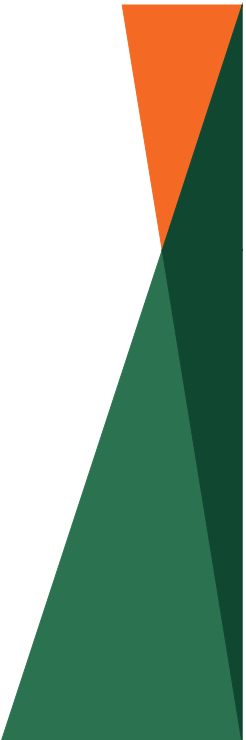
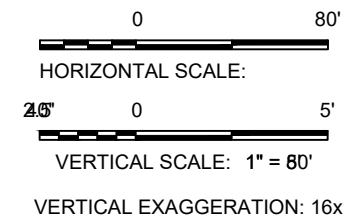
Albert Lea, Minnesota

**Cross Section Index**

Figure 4



▼ GROUNDWATER ELEVATION



Drawing Information

Project No:  
B2208382.01

Drawing No:  
B2208382-01

Drawn By: JAG  
Date Drawn: 12/30/22  
Checked By: JRH  
Last Modified: 5/9/23

Project Information

Blazing Star  
Redevelopment Area

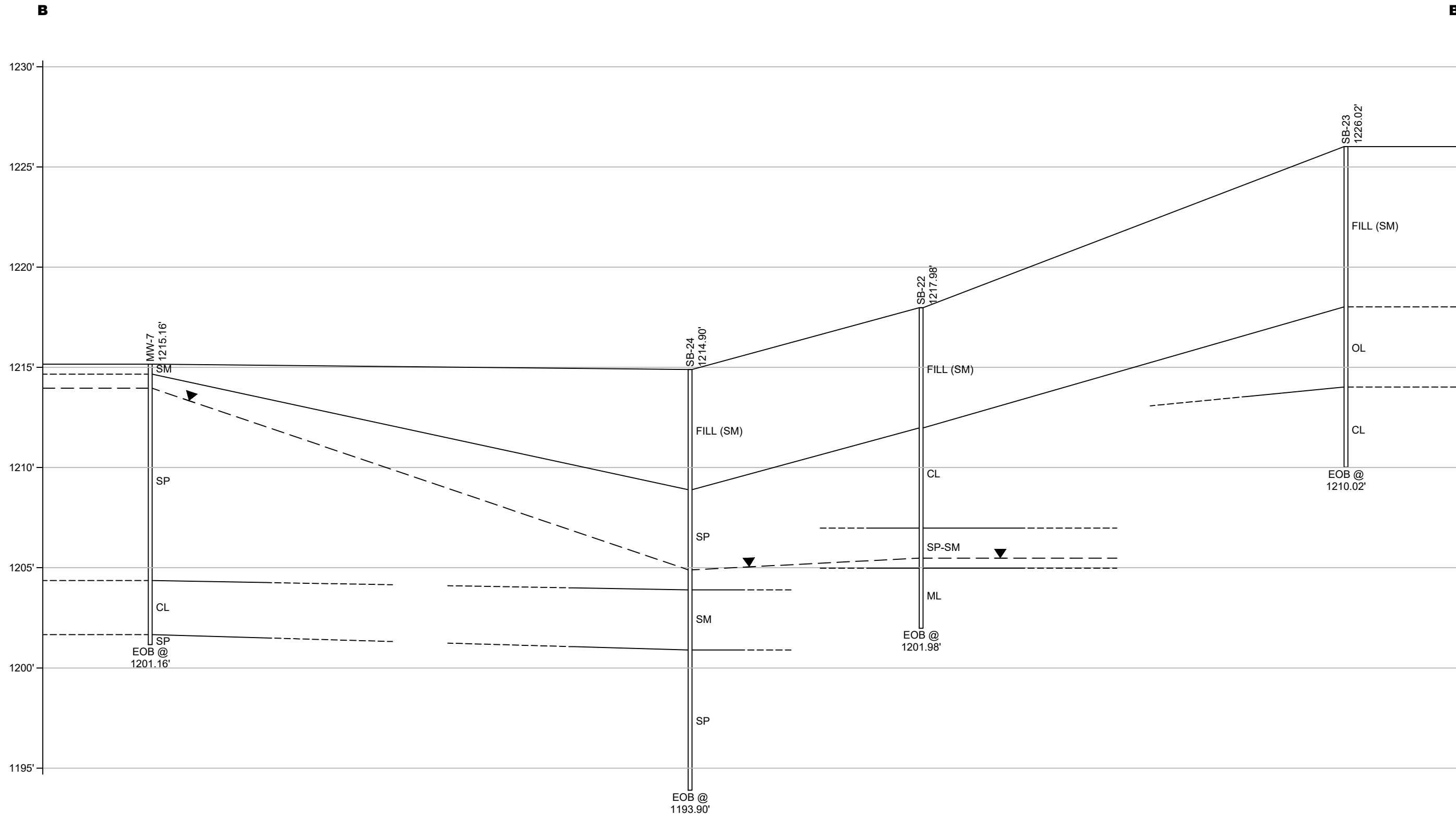
1000 E. Main Street  
MPCA Site ID:  
BF0002134 /  
EPA ACRES: 251839

Albert Lea, Minnesota

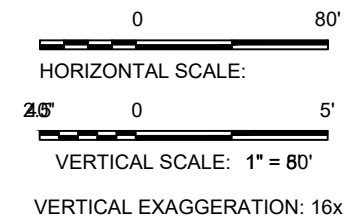
**Cross Section  
A-A'**

Figure 5a

F:\2022\B2208382\_01\CAD\B2208382-01.dwg, Xsect. A-A', 5/9/2023 3:34:35 PM



▼ GROUNDWATER ELEVATION



Drawing Information

Project No:  
B2208382.01

Drawing No:  
B2208382-01

Drawn By: JAG  
Date Drawn: 12/30/22  
Checked By: JRH  
Last Modified: 5/9/23

Project Information

Blazing Star  
Redevelopment Area

1000 E. Main Street  
MPCA Site ID:  
BF0002134 /  
EPA ACRES: 251839

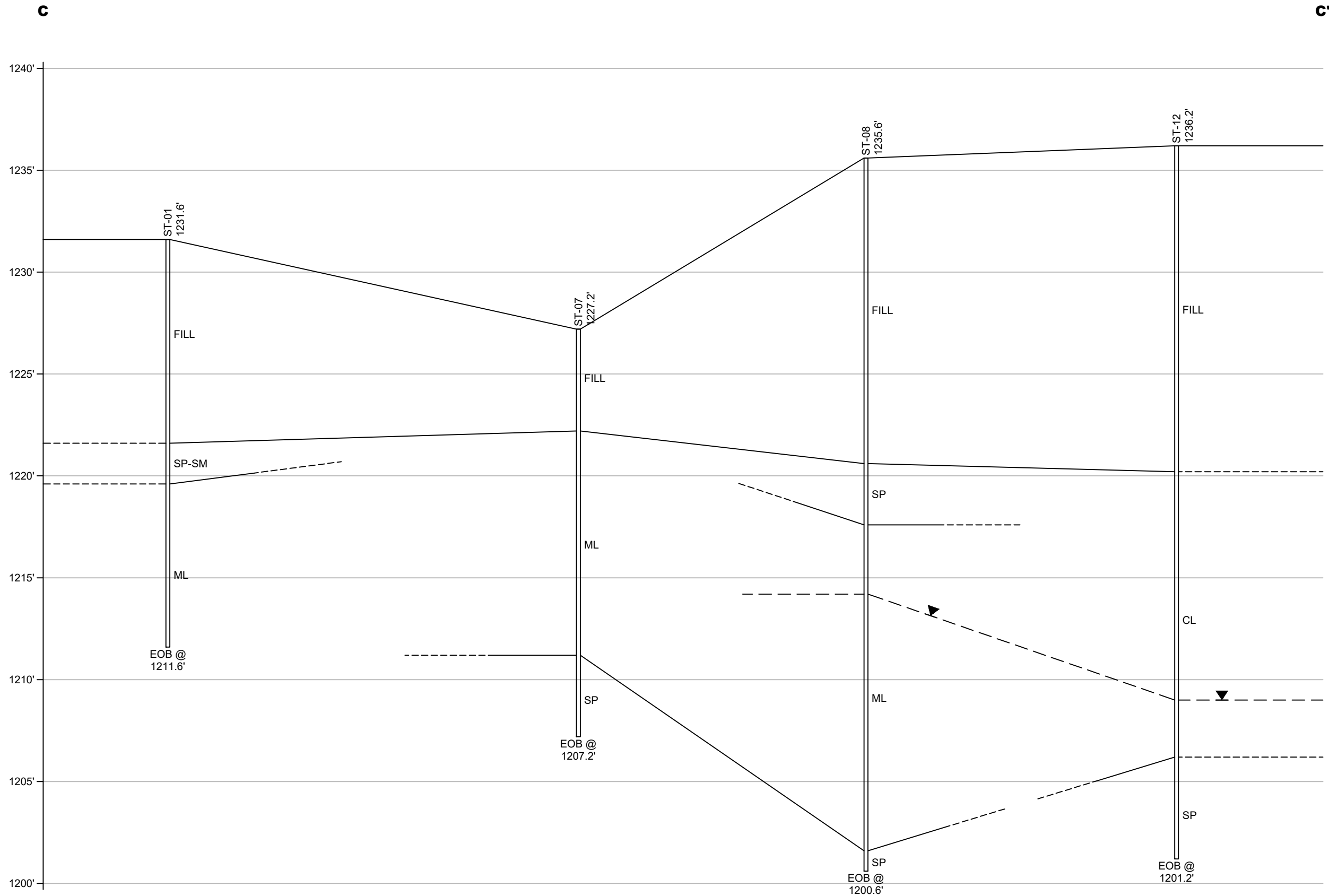
Albert Lea, Minnesota

Cross Section  
B-B'

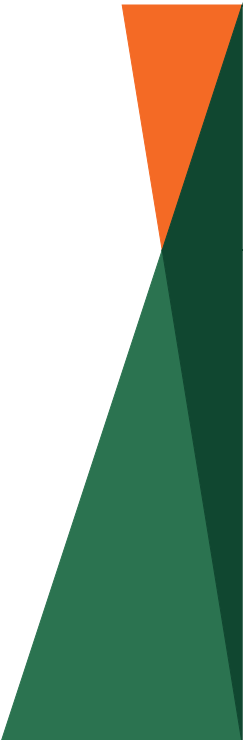
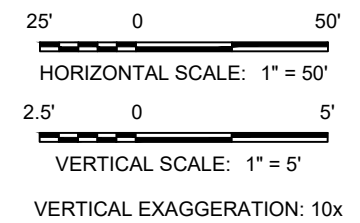
Figure 5b

F:\2022\B2208382\_01\CAD\B2208382-01.dwg, Xsect B-B', 5/9/2023 3:35:09 PM





▼ GROUNDWATER ELEVATION



Drawing Information

Project No:  
B2208382.01

Drawing No:  
B2208382-01

Drawn By: JAG  
Date Drawn: 12/30/22  
Checked By: JRH  
Last Modified: 5/9/23

Project Information

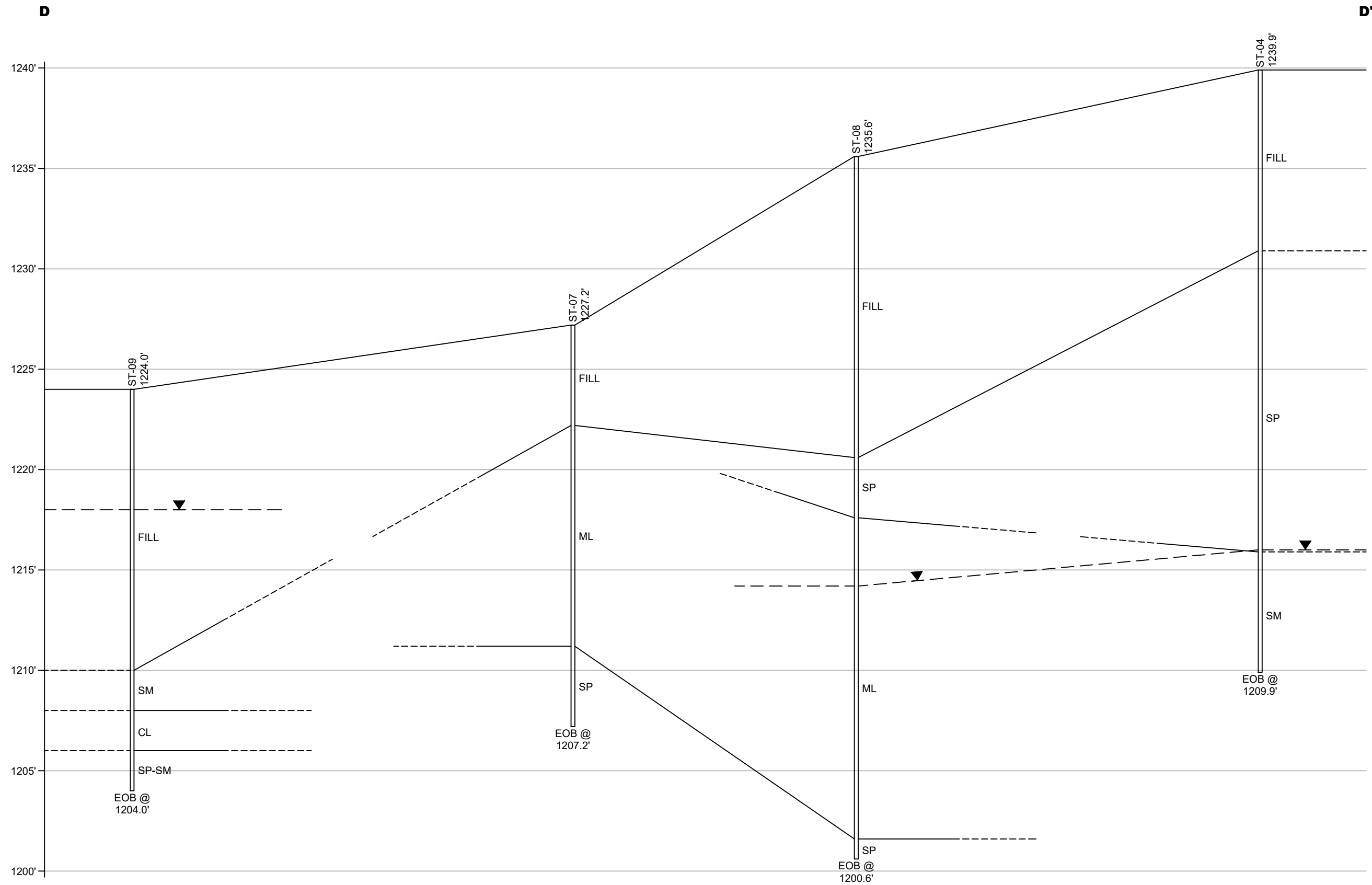
Blazing Star  
Redevelopment Area

1000 E. Main Street  
MPCA Site ID:  
BF0002134 /  
EPA ACRES: 251839

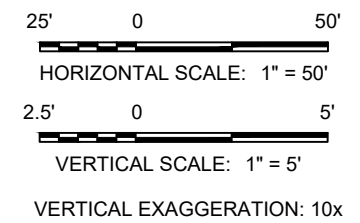
Albert Lea, Minnesota

**Cross Section  
C-C'**

Figure 5c



▼ GROUNDWATER ELEVATION



Drawing Information

Project No:  
B2208382.01  
Drawing No:  
B2208382-01  
Drawn By: JAG  
Date Drawn: 12/30/22  
Checked By: JRH  
Last Modified: 5/9/23

Project Information

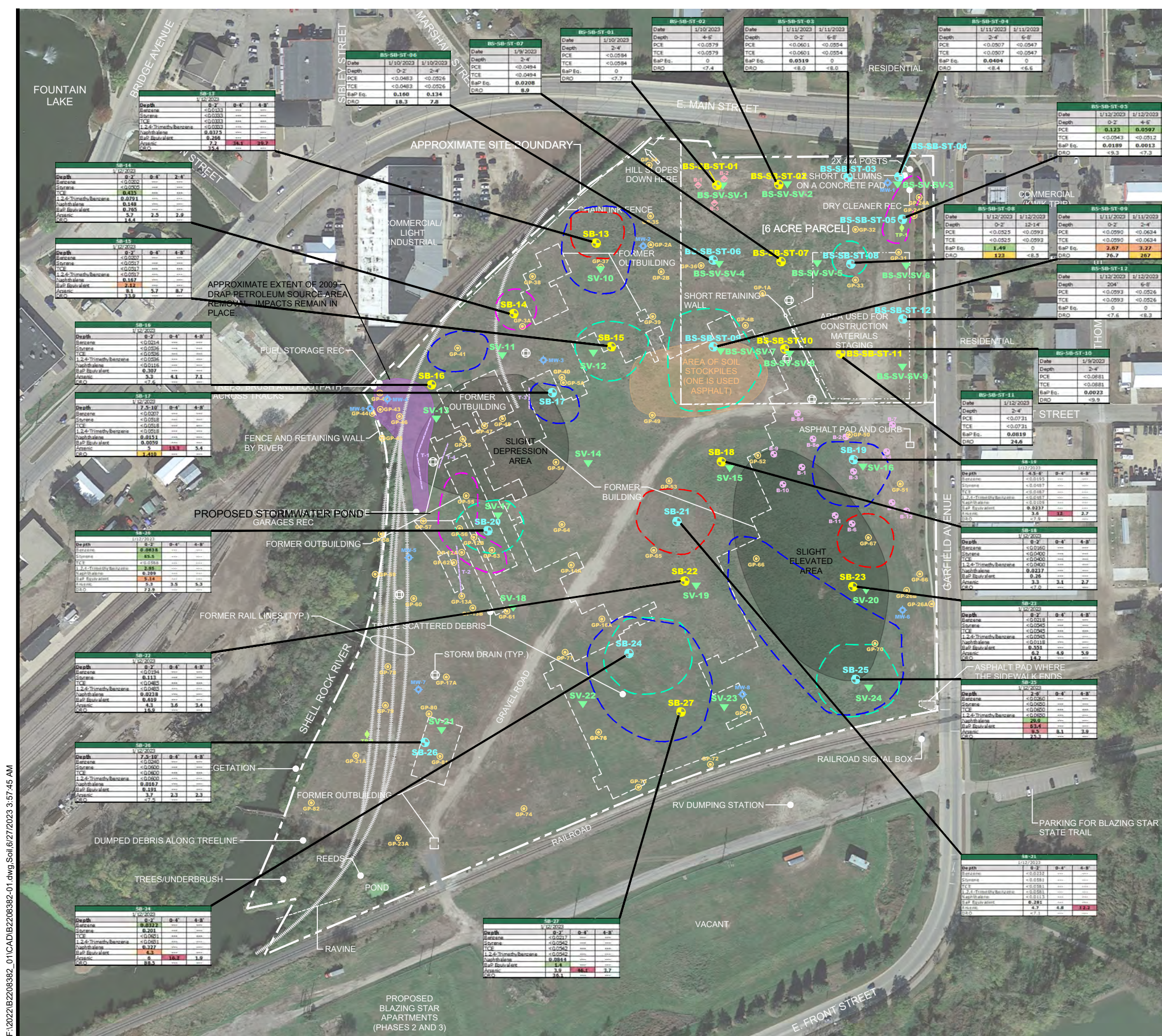
Blazing Star  
Redevelopment Area

1000 E. Main Street  
MPCA Site ID:  
BF0002134 /  
EPA ACRES: 251839

Albert Lea, Minnesota

Cross Section  
D-D'

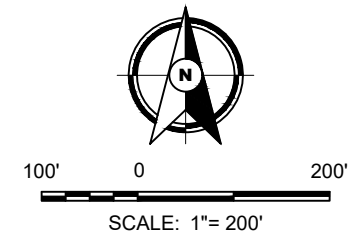
Figure 5d



| NOTES  |  |  |  |
|--|--|--|--|
| Analytical results are in milligrams per kilogram (mg/kg).   |  |  |  |
| Indicated depths are feet below ground surface.  |  |  |  |
| BaP Equivalent = Benzo(a)pyrene (BaP) equivalent is calculated based on the concentration and weighted toxicity of carcinogenic PAHs.        |  |  |  |
| < = Not detected at or above the laboratory reporting limit indicated.   |  |  |  |
| [F] = DRG/GRO concentrations greater than 100 mg/kg are not suitable for reuse as unregulated fill per February 2012 MPCA guidance c-rm1-01. |  |  |  |
| DRG = Diesel Range Organics  |  |  |  |
| SLV = Soil Leaching Value  |  |  |  |
| SRV = Soil Reference Value   |  |  |  |
| TCE = Trichloroethene  |  |  |  |
| --- = Not Analyzed   |  |  |  |
| Exceeds Residential/Recreational SRV   |  |  |  |
| Exceeds Commercial/Industrial SRV  |  |  |  |
| Exceeds SLV  |  |  |  |
| Exceeds 100 mg/kg for DRG/GRO or 10 ppm for PID  |  |  |  |

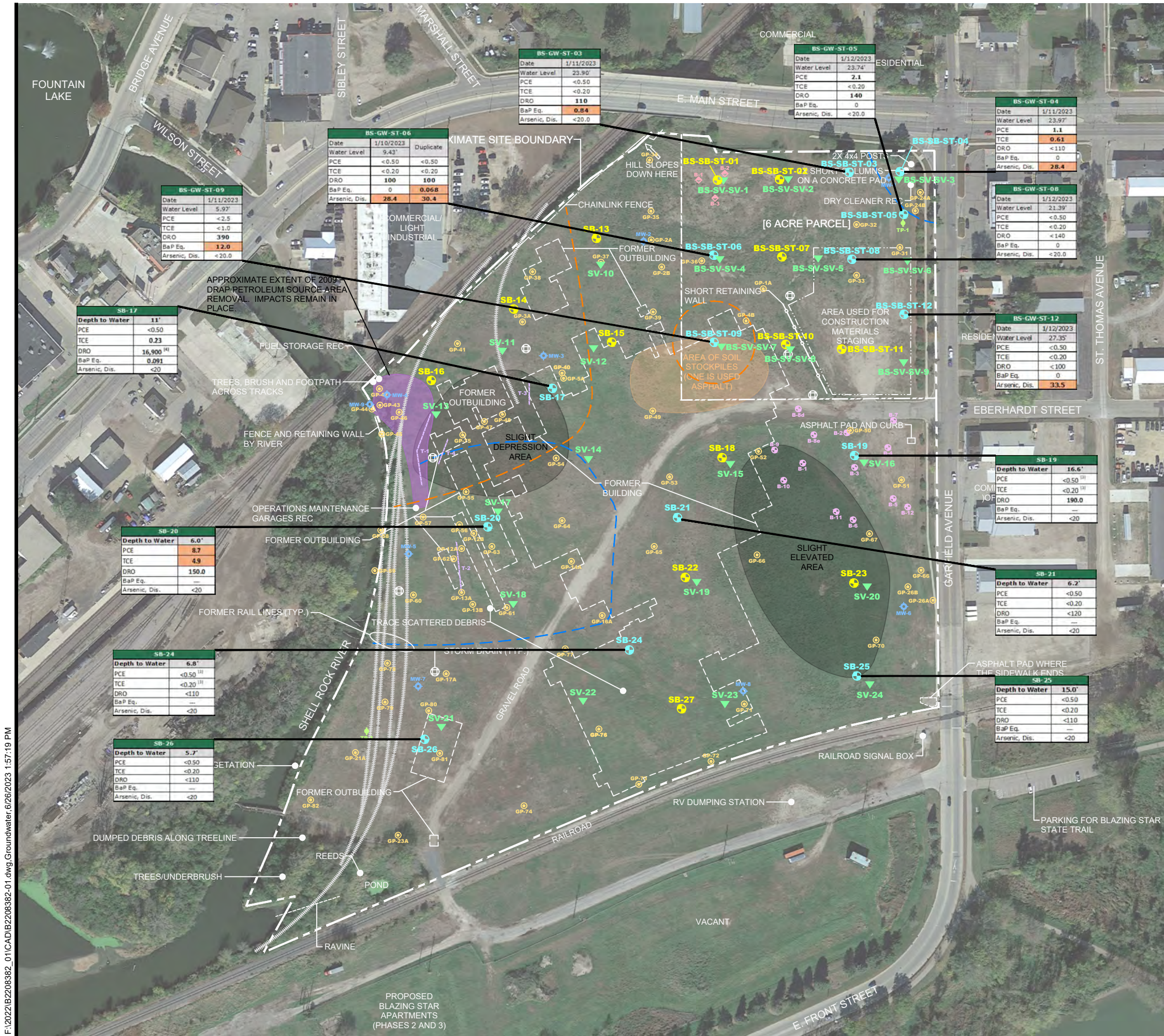
- THESE OUTLINES TAKE INTO ACCOUNT THE HISTORICAL DATA FOR THE SITE
- ARSENIC SOIL IMPACTS - >4 ft.
  - ARSENIC SOIL IMPACTS - 0-4 ft.
  - SOIL IMPACTS - DRO AND/OR PAH
  - SOIL IMPACTS - PCE/TCE

- DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING
- DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING WITH TEMPORARY WELL
- ▼ DENOTES APPROXIMATE LOCATION OF SOIL VAPOR PROBE
- ◆ PREVIOUS GEO AND ENVIRONMENTAL SOIL BORING (2021 CVT)
- ◆ PREVIOUS GEO SOIL BORING (2018 CVT)
- ◆ PREVIOUS MONITORING WELL LOCATION (2005 SEH)
- ◆ PREVIOUS TEST TRENCH (2005 SEH)
- PREVIOUS GEOPROBE LOCATION (2002 SEH)
- ◆ PREVIOUS PIEZOMETER LOCATION (2002 SEH)



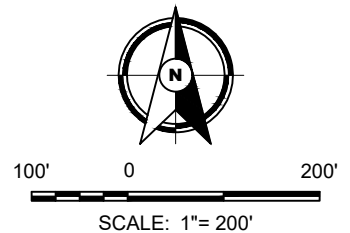
| Drawing Information  |             |
|--|-------------|
| Project No:  | B2208382.01 |
| Drawing No:  | B2208382-01 |
| Drawn By:  | JAG         |
| Date Drawn:  | 12/30/22    |
| Checked By:  | JRH         |
| Last Modified:   | 6/27/23     |
| Project Information  |             |
| Blazing Star<br>Redevelopment Area                                       |             |
| 1000 E. Main Street<br>MPCA Site ID:<br>BF0002134 /<br>EPA ACRES: 251839 |             |
| Albert Lea, Minnesota  |             |

F:\2022\B2208382\_01\CAD\B2208382-01.dwg, Soil, 6/27/2023 3:57:45 AM



| NOTES  |  |
|--|--|
| Results are in micrograms per liter (µg/L).  |  |
| Indicated depths are feet below ground surface.  |  |
| DWC = Drinking Water Criteria  |  |
| PCE = Tetrachloroethene  |  |
| TCE = Trichloroethene  |  |
| DRO = Diesel Range Organics  |  |
| < = Not detected at or above the laboratory reporting limit indicated.   |  |
| [3] [HS] Results are from sample aliquot taken from VOA vial with headspace (air bubble greater than 6 mm diameter). |  |
| [4] [T6] High boiling point hydrocarbons are present in the sample.  |  |
| Exceeds Drinking Water Criteria  |  |

- GROUNDWATER IMPACTS - DRO/PAHS
- GROUNDWATER IMPACTS - CHLORINATED SOLVENTS
- DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING
- DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING WITH TEMPORARY WELL
- ▼ DENOTES APPROXIMATE LOCATION OF SOIL VAPOR PROBE
- ◆ PREVIOUS GEO AND ENVIRONMENTAL SOIL BORING (2021 CVT)
- PREVIOUS GEO SOIL BORING (2018 CVT)
- ◆ PREVIOUS MONITORING WELL LOCATION (2005 SEH)
- PREVIOUS TEST TRENCH (2005 SEH)
- PREVIOUS GEOPROBE LOCATION (2002 SEH)
- ◆ PREVIOUS PIEZOMETER LOCATION (2002 SEH)

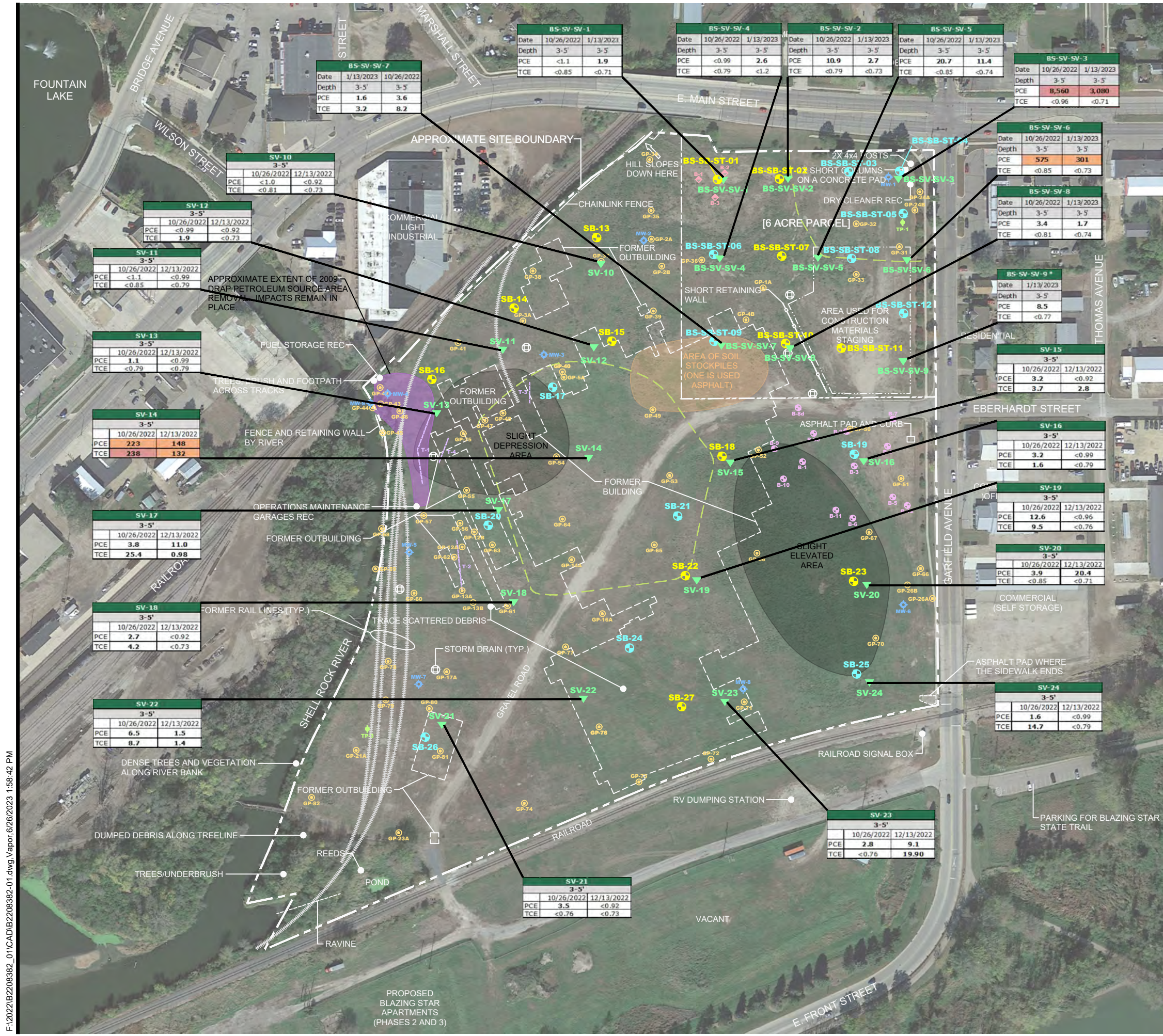


| Drawing Information  |             |
|--|-------------|
| Project No:  | B2208382.01 |
| Drawing No:  | B2208382-01 |
| Drawn By:  | JAG         |
| Date Drawn:  | 12/30/22    |
| Checked By:  | JRH         |
| Last Modified:   | 6/26/23     |
| Project Information  |             |
| Blazing Star<br>Redevelopment Area                                       |             |
| 1000 E. Main Street<br>MPCA Site ID:<br>BF0002134 /<br>EPA ACRES: 251839 |             |
| Albert Lea, Minnesota  |             |

**Groundwater Analytical Results**

Figure 7

F:\2022\B2208382\_01\CAD\B2208382-01.dwg, Groundwater, 6/26/2023 1:57:19 PM



**NOTES**

Minnesota Pollution Control Agency (MPCA) Intrusion Screening Values (ISVs) were updated January 2021.

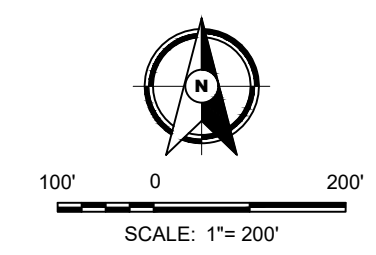
Analytical results presented in micrograms per cubic meter (µg/m3).

Indicated depth is feet below ground surface.

< = Not detected at or above the laboratory reporting limit indicated.

|                                       |
|---------------------------------------|
| Exceeds 33X Residential ISV           |
| Exceeds 33X Commercial/Industrial ISV |

- SOIL VAPOR IMPACTS - PCE AND TCE
- DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING
- DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING WITH TEMPORARY WELL
- ▼ DENOTES APPROXIMATE LOCATION OF SOIL VAPOR PROBE
- ◆ PREVIOUS GEO AND ENVIRONMENTAL SOIL BORING (2021 CVT)
- PREVIOUS GEO SOIL BORING (2018 CVT)
- ◆ PREVIOUS MONITORING WELL LOCATION (2005 SEH)
- PREVIOUS TEST TRENCH (2005 SEH)
- PREVIOUS GEOPROBE LOCATION (2002 SEH)
- ◆ PREVIOUS PIEZOMETER LOCATION (2002 SEH)



Drawing Information

|                |             |
|----------------|-------------|
| Project No:    | B2208382.01 |
| Drawing No:    | B2208382-01 |
| Drawn By:      | JAG         |
| Date Drawn:    | 12/30/22    |
| Checked By:    | JRH         |
| Last Modified: | 6/26/23     |

Project Information

Blazing Star  
Redevelopment Area

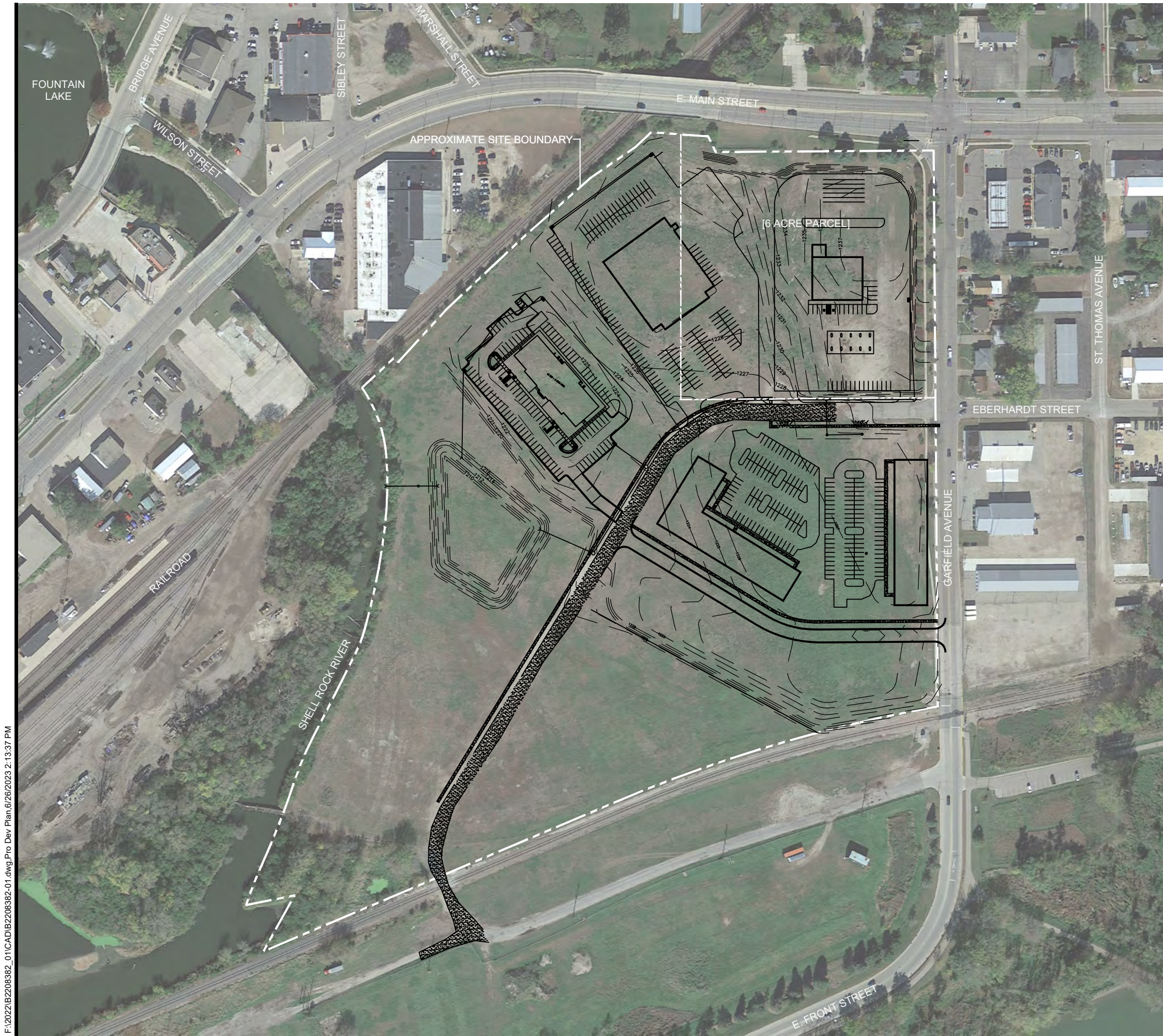
1000 E. Main Street  
MPCA Site ID:  
BF0002134 /  
EPA ACRES: 251839

Albert Lea, Minnesota

**Soil Vapor Analytical Results**

Figure 8

F:\2022\B2208382\_01\CAD\B2208382-01.dwg, Vapor, 6/26/2023 1:58:42 PM



F:\2022\B2208382\_01\CAD\B2208382-01.dwg, Pro Dev Plan, 6/26/2023 2:13:37 PM



Drawing Information

Project No:  
B2208382.01

Drawing No:  
B2208382-01

Drawn By: JAG  
Date Drawn: 12/30/22  
Checked By: JRH  
Last Modified: 6/26/23

Project Information

Blazing Star  
Redevelopment Area

1000 E. Main Street  
MPCA Site ID:  
BF0002134 /  
EPA ACRES: 251839

Albert Lea, Minnesota

**Proposed  
Development  
Plan**

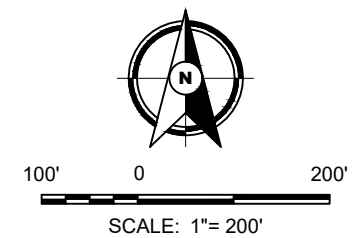
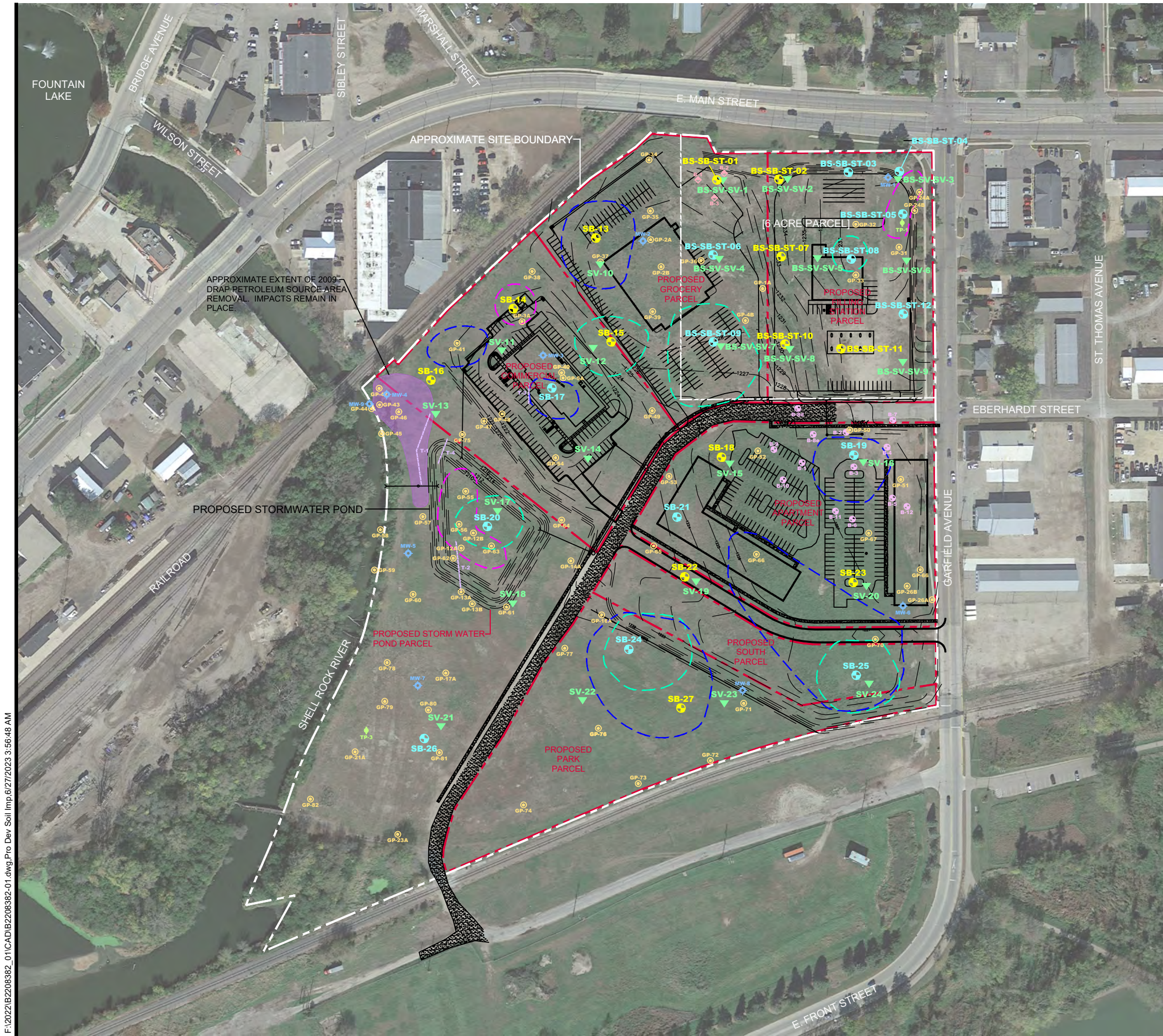


Figure 9



APPROXIMATE EXTENT OF 2009 DRAP PETROLEUM SOURCE AREA REMOVAL. IMPACTS REMAIN IN PLACE.

PROPOSED STORMWATER POND

PROPOSED STORMWATER POND PARCEL

PROPOSED PARK PARCEL

PROPOSED SOUTH PARCEL

PROPOSED APARTMENT PARCEL

PROPOSED GROCERY PARCEL

PROPOSED RETAIL PARCEL

[6 ACRE PARCEL]

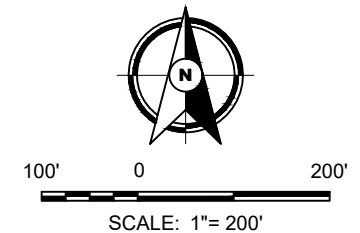
APPROXIMATE SITE BOUNDARY

F:\2022\B2208382\_01\CAD\B2208382-01.dwg, Pro Dev Soil Imp, 6/27/2023 3:56:48 AM

THESE OUTLINES TAKE INTO ACCOUNT THE HISTORICAL DATA FOR THE SITE

- ARSENIC SOIL IMPACTS - 0-4 ft.
- SOIL IMPACTS - DRO AND/OR PAH
- SOIL IMPACTS - PCE/TCE

- DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING
- DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING WITH TEMPORARY WELL
- ▼ DENOTES APPROXIMATE LOCATION OF SOIL VAPOR PROBE
- ◆ PREVIOUS GEO AND ENVIRONMENTAL SOIL BORING (2021 CVT)
- PREVIOUS GEO SOIL BORING (2018 CVT)
- ◆ PREVIOUS MONITORING WELL LOCATION (2005 SEH)
- PREVIOUS TEST TRENCH (2005 SEH)
- PREVIOUS GEOPROBE LOCATION (2002 SEH)
- ◆ PREVIOUS PIEZOMETER LOCATION (2002 SEH)



Drawing Information

|                |             |
|----------------|-------------|
| Project No:    | B2208382.01 |
| Drawing No:    | B2208382-01 |
| Drawn By:      | JAG         |
| Date Drawn:    | 12/30/22    |
| Checked By:    | JRH         |
| Last Modified: | 6/27/23     |

Project Information

Blazing Star  
Redevelopment Area

1000 E. Main Street  
MPCA Site ID:  
BF0002134 /  
EPA ACRES: 251839

Albert Lea, Minnesota

**Proposed  
Development  
with Extent of  
Soil Impacts in  
the Upper 4 Feet**

Figure 10

RESOLUTION 24

Introduced by Councilor

RESOLUTION AUTHORIZING CONTRACT WITH CARE RESOURCE CONNECTIONS  
PILOT PROJECT

WHEREAS, Care Resource Connections (CRC) provides a Community Health Alliance Program training and consultation for building a community health alliance with community stakeholders to be referral partners with Albert Lea Fire Rescue in connecting 911 callers to care and services; and

WHEREAS, it is the desire of the parties and the purpose of this Agreement that Albert Lea Fire Rescue work directly with CRC to implement the program;

WHEREAS, this program is sponsored during the pilot program and is no cost to the city or its residence;

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

Sec. 1. That the City Council hereby approves the proposed Agreement with CRC and authorizes the City Manager to enter into such Agreement.

Sec. 2. That the City Council approves the CRC Pilot Program for one year through December 31, 2025.

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, Olson, Rasmussen, Anderson, and Mayor Murray.

And the following voted against the same: None.

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council





15571 96<sup>th</sup> St NE      763-762-6137  
Otsego, MN 55330      [amy@careresourceconnections.org](mailto:amy@careresourceconnections.org)

**MASTER FIRE DEPARTMENT  
COMMUNITY HEALTH ALLIANCE (CHA) PILOT PROJECT  
PROGRAM DIRECTION CONSULTING AGREEMENT**

This Agreement for Services ("Agreement") is made effective upon execution by and between Care Resource Connection ("Consultant") located at 15571 96<sup>th</sup> St NE, Otsego MN 55330, and the City of Albert Lea ("Client") located at 221 E Clark Street E, Albert Lea, MN 56007.

**THE PARTIES AGREE AS FOLLOWS:**

1. **DESCRIPTION OF SERVICES.** Subject to the terms and conditions set forth in this Agreement, the Consultant will provide to the Client the services described in such Statements of Work (or "SOWs") that the Consultant and Client may execute from time to time (collectively, the "Services") in each case on the schedule and in accordance with the other requirements set forth in the applicable SOW. This Agreement and each SOW will be construed as consistent with each other to the extent reasonably practicable, but in the event of a conflict, the SOW will control with respect to its subject matter.
2. **PRICING & PAYMENT.** Payment for Services shall be made by the Client to the Consultant in the amount and in accordance with the terms set forth in the applicable SOW. a. A late fee of 10% will be assessed for every 30 days that an invoice is past due. b. The Client shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the Client fails to pay for the Services when due, Care Resource Connection has the option to treat such failure to pay as a material breach of this Agreement and may cancel this Agreement and seek legal remedies.
3. **EXPENSES.** Client agrees to reimburse Consultant for all reasonable expenses related to the Services. Such expenses may include, but are not limited to, subscription fees, stock photo purchases, services provided by third parties, and postal expenditures. Consultant shall obtain Client's approval for any such expenses more than fifty (50) dollars. Client shall reimburse Consultant for expenses incurred within 10 days of Client's receipt of invoice, therefore.
4. **TERM AND TERMINATION.** This Agreement shall commence upon execution and remain in place for one (1) year through December 31, 2025. Each SOW shall become effective on the effective date thereof and shall remain in effect for the period specified therein. All SOWs

subject to Net 30 payment terms. a. If the Client terminates this Agreement or any SOW early for any reason other than for the Consultant's material breach of this Agreement, the Consultant shall be paid the prorated amount due as of the effective date of termination and an early termination fee of \$250.00. b. If the Consultant terminates this Agreement or any SOW early because of the Client's material breach of this Agreement, the Consultant shall be paid the prorated amount due as of the effective date of termination and an early termination fee of \$250.00.

5. INDEPENDENT CONTRACTOR STATUS. Consultant shall be in control of the time and manner in which the Services are performed.

6. PROPRIETARY RIGHTS. Consultant agrees that the work products from the Services provided to Client hereunder shall be owned by Consultant and the Client. Nothing contained in this Section 6 shall be construed as prohibiting the Consultant from utilizing in any manner, knowledge and experience of a general nature acquired in the performance of Services for the Client. Consultant reserves the right to use work produced for marketing purposes.

7. CONFIDENTIALITY. Consultant and its employees shall not, during the time of rendering services to the Client or thereafter, disclose to anyone other than authorized employees of the Client or use for the benefit of consultant and its employees or for any entity other than the Client, any Confidential Information. "Confidential Information" means any information disclosed by the Client to the Consultant at any time, either directly or indirectly in writing, orally or by inspection of tangible objects that arises from or in any way relates or pertains to the Client. Confidential Information shall not, however, include any information which: (i) is or becomes publicly known and made generally available in the public domain through no action or inaction of the Consultant; (ii) is already rightfully in the possession of the Consultant at the time of disclosure, as shown by the Consultant's files and records immediately prior to the time of disclosure; (iii) is obtained by the Consultant from a third party without a breach of such third party's obligations of confidentiality; (iv) is independently developed by the Consultant without use of or reference to the Client's Confidential Information, as shown by documents and other competent evidence in the Consultant's possession; (v) is required to be disclosed by a subpoena or order issued by a court of competent jurisdiction, provided that Consultant gives the Client prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure; or (vi) is, in Consultant's reasonable belief, intended to be used and disclosed to further the objectives of this Agreement and attached Statement of Work.

8. AMENDMENT. This Agreement may be amended only by a signed written agreement of the parties.

9. ASSIGNMENT. This Agreement shall not be assigned by either party without the consent of the other party.

10. INDEMNIFICATION. Client agrees to indemnify and hold Consultant harmless from all claims, losses, expenses, fess, including attorney fees, costs, and judgments that may be

asserted against the Consultant that result from the acts or omissions of the Client and/or the Client's employees, agents, or representatives.

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws and rules.

12. NO WAIVER OF RIGHTS. A failure or delay in exercising any right, power, or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Client and the Consultant have each executed and delivered this Agreement as of the Effective Date.

Client: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: *Amy Lucht, CEO*

Date: 7/18/2024



15571 96<sup>th</sup> St NE      763-762-6137  
Otsego, MN 55330      [amy@careresourceconnections.org](mailto:amy@careresourceconnections.org)

## STATEMENT OF WORK

This Statement of Work No. 1 ("Agreement") is made effective upon execution by and between Care Resource Connection ("Consultant") located at 15571 96<sup>th</sup> St NE Otsego, MN 55330, and The City of Albert Lea ("Client") located at 221 E Clark Street E, Albert Lea, MN 56007

Consultant shall provide the Client with the following consulting services subject to the following payment terms:

### 1. Community Health Alliance Program Consultation

- Provide Community Health Alliance (CHA) Program training, host the CHA meetings every quarter at the location designated by the Fire Chief.
- Consult with the Fire Department in building a community health alliance with community stakeholders to be referral partners in connecting 911 callers to care and services
- Consult with building Care Coordination Supportive Services with 911 calls, referrals, visits and follow up assistance with Community Risk Reduction Staff completing the actual visits in person
- Attend weekly and monthly for staff training/meetings, community connections with stakeholder and partners as needed to create the workflow and reduce the silos for equity in access to care and services for all Albert Lea residents.

### Payment terms:

- CRC will donate the \$5000.00 Training fee to the City of Albert Lea, so the Fire Department can have a Community Risk Reduction Program that includes the Community Health Alliance (CHA) Program. The training consists of the CHA Alliance Toolkit and Workbook that includes Webinars, Forms and Fire Department Standard Operating Guidelines (SOG's) for the fire department.
  - CRC Connect ECHO Platform for Program is \$500.00 per month. Which is also being donated to the city with a sponsorship from Healthemed, Inc. for the city's access to the referral platform during the pilot program.
- Community Health Alliance members will be charged a \$25.00 Administrative fee monthly to join the group for Care Resource Connection staff to process referrals.

IN WITNESS WHEREOF, the Client and the Consultant have each executed and delivered this Statement of Work as of the Effective Date.

Client: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: *Amy Lucht, CEO*

Date: 7/18/2024

RESOLUTION 24-

Introduced by Councilor\_

RESOLUTION AUTHORIZING BROADWAY RIDGE GRANT AGREEMENT WITH DAVID AND  
MICHELE NELSON AT 140 WEST CLARK STREET

WHEREAS, the Broadway Ridge Grant Fund allows property owners to be awarded funds to repair and restore areas of the building within the downtown commercial historic district; and

WHEREAS, David W. Nelson and Michele M. Nelson has applied for matching funds and the plan has been reviewed by the City's Building Official for the work at 140 W Clark Street; and

WHEREAS, the City has authorized a grant for of up to Forty-Four Thousand Eight Hundred Twenty-Four and no/100 Dollars (\$44,824.00) to be awarded to provide for improvements and restoration of certain areas of the building; and

WHEREAS, this consists of removing and replacing the roof and disconnecting and reconnecting air conditioners with up to Twenty-Two Thousand Four Hundred Twelve and no/100 Dollars (\$22,412.00) in matching funds for work completed.

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

Sec. 1. That the Mayor and City Manager are hereby authorized to enter into an Agreement with David W. Nelson and Michele M. Nelson to facilitate the terms of the Broadway Ridge Grant Fund for the property located at 140 Clark Street West, Albert Lea, Minnesota.

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

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

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

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council

**BROADWAY RIDGE GRANT**  
**140 Clark Street West, Albert Lea, MN 56007**

THIS AGREEMENT, made and entered into as of October \_\_\_\_\_, 2024, by and between David W. Nelson and Michele M. Nelson, together with its successors and assigns (known collectively as the “Borrower”), and the City of Albert Lea, a Municipal Corporation under the laws of the State of Minnesota, together with its successor and assigns (the “Lender”);

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

WHEREAS, Borrower owns the building located at 140 Clark Street West and has applied to Lender for a matching grant. The grant is for up to Forty-Four Thousand Eight Hundred Twenty-Four and no/100 Dollars (\$44,824.00) to be awarded to provide for improvements and restoration of the façade; and

WHEREAS, this consists of removing and replacing the roof and disconnecting and reconnecting air conditioners. Borrower seeks up to Twenty-Two Thousand Four Hundred Twelve and no/100 Dollars (\$22,412.00) in matching funds for work completed.

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

**I. GRANT; ADVANCES OF GRANT PROCEEDS**

**Section 1.1 – General.**

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

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

**Section 1.2 – Project Phasing.**

Projects may be completed in two or more phases, subject to the development of a total project plan for each phase, in which case the grant funds will pay for that part of the work that is completed and the grant will be aggregated into the single grant. Aggregated projects may not

exceed five years from the start date of the first phase of the project to the date of completion of the final phase funded by the grant hereunder, and are subject to the maximum grant amount.

**Section 1.3 – Conditions Precedent to Advances.**

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

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

**II. REPRESENTATIONS AND WARRANTIES OF BORROWER**

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

**Section 2.1 – Funds Sufficient to Pay Costs of Project.**

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



### **III. COVENANTS OF BORROWER**

#### **Section 3.1 – Providing Financial Information.**

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

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

### **IV. DEFAULTS**

#### **Section 4.1 – Events of Default.**

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

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

#### **Section 4.2 – Rights and Remedies.**

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

- A. Lender may make one (1) or more further Advances of Grant proceeds, without liability to make any subsequent Advances thereof.
- B. Lender may suspend its obligation to make Advances under this Agreement, without notice to Borrower.

- C. Lender may terminate its obligation to make Advances under this Agreement, and may declare Advances made under this Agreement to be immediately due and payable together with accrued and unpaid interest on such Advances, and any other sums due hereunder or under the Grant or any of the other Grant Documents, without notice to or demand on Borrower.

## **V. MISCELLANEOUS**

### **Section 5.1 – Governing Law; Waiver of Jury Trial.**

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

### **Section 5.2 – Counterparts.**

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

### **Section 5.3 – Notices.**

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

If to Borrower:

David W. Nelson and Michele M. Nelson  
301 Willamor Road  
Albert Lea, MN 56007

If to Lender:

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

### **Section 5.4 – Lender Responsibilities.**

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

**Section 5.5 – Time of the Essence.**

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

**Section 5.6 – Entire Agreement; No Oral Modifications.**

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

**Section 5.7 – Indemnification.**

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

**Section 5.8 – Cooperation.**

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

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

BORROWER

By: \_\_\_\_\_  
David W. Nelson

By: \_\_\_\_\_  
Michele M. Nelson

LENDER

City of Albert Lea

By: \_\_\_\_\_  
Patrick Ian Rigg  
Its City Manager

By: \_\_\_\_\_  
Rich Murray  
Its Mayor

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF FREEBORN )

On this \_\_\_\_\_ day of October, 2024, before me, a Notary Public within and for said County and State, personally appeared David W. Nelson.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF FREEBORN )

On this \_\_\_\_\_ day of October, 2024, before me, a Notary Public within and for said County and State, personally appeared Michelle M. Nelson.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF FREEBORN )

On this \_\_\_\_\_ day of October, 2024, before me, a Notary Public within and for said County and State, personally appeared Patrick Ian Rigg, the City Manager, of the City of Albert Lea.

---

Notary Public

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF FREEBORN    )

On this \_\_\_\_\_ day of October, 2024, before me, a Notary Public within and for said County and State, personally appeared Rich Murray, the Mayor, of the City of Albert Lea.

---

Notary Public

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

RESOLUTION 24-

Introduced by Councilor

RESOLUTION AUTHORIZING BROADWAY RIDGE GRANT AGREEMENT WITH CCH RENTAL SERVICES, LLC

WHEREAS, the Broadway Ridge Grant Fund allows property owners to be awarded funds to repair and restore certain areas of the building within the downtown commercial historic district; and

WHEREAS, CCH Rental Services LLC, has applied for matching grant funds and the plan has been reviewed by the City's Building Official for the work at 127 Broadway Avenue South; and

WHEREAS, the City has authorized a grant for up to Thirty-Two Thousand Four Hundred Twenty-One Dollars and 23/100's (\$32,421.23); and

WHEREAS, this consists of removing and replacing new store front windows and door and new windows on upper front and rear of building with up to Sixteen Thousand Two Hundred Ten and 62/100 Dollars (\$16,210.62) in matching funds for work completed.

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

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

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

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

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

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council

**BROADWAY RIDGE GRANT**  
**127 Broadway Avenue South, Albert Lea, MN 56007**

THIS AGREEMENT, made and entered into as of October \_\_\_\_\_, 2024, by and between CCH Rental Services LLC, a Limited Liability Company under the Laws of the State of Minnesota, together with its successors and assigns (known collectively as the “Borrower”), and the City of Albert Lea, a Municipal Corporation under the laws of the State of Minnesota, together with its successor and assigns (the “Lender”);

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

WHEREAS, Borrower owns the building located at 127 Broadway Avenue South and has applied to Lender for a matching grant. The grant is for up to Thirty-Two Thousand Four Hundred Twenty-One and no/100 Dollars (\$32,421.00) to be awarded to provide for improvements and restoration of the facade.

WHEREAS, the project consists of removing and replacing new store front windows and door and new windows on upper front and back of building. Borrower seeks up to Sixteen Thousand Two Hundred Ten and no/100 Dollars (\$16,210.00) matching funds for work completed.

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

**I. GRANT; ADVANCES OF GRANT PROCEEDS**

**Section 1.1 – General.**

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

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

**Section 1.2 – Project Phasing.**

Projects may be completed in two or more phases, subject to the development of a total project plan for each phase, in which case the grant funds will pay for that part of the work that is

completed and the grant will be aggregated into the single grant. Aggregated projects may not exceed five years from the start date of the first phase of the project to the date of completion of the final phase funded by the grant hereunder, and are subject to the maximum grant amount.

### **Section 1.3 – Conditions Precedent to Advances.**

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

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

## **II. REPRESENTATIONS AND WARRANTIES OF BORROWER**

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

### **Section 2.1 – Funds Sufficient to Pay Costs of Project.**

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



funds in excess of Lender's commitment under this Agreement and the Grant Documents and any such excess costs are Borrower's sole responsibility.

### **III. COVENANTS OF BORROWER**

#### **Section 3.1 – Providing Financial Information.**

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

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

### **IV. DEFAULTS**

#### **Section 4.1 – Events of Default.**

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

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

#### **Section 4.2 – Rights and Remedies.**

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

- A. Lender may make one (1) or more further Advances of Grant proceeds, without liability to make any subsequent Advances thereof.

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

## **V. MISCELLANEOUS**

### **Section 5.1 – Governing Law; Waiver of Jury Trial.**

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

### **Section 5.2 – Counterparts.**

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

### **Section 5.3 – Notices.**

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

If to Borrower: CCH Rental Services LLC  
Attn: Crystal Hoiseth  
22094 Trout Avenue  
Albert Lea, MN 56007

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

### **Section 5.4 – Lender Responsibilities.**

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

**Section 5.5 – Time of the Essence.**

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

**Section 5.6 – Entire Agreement; No Oral Modifications.**

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

**Section 5.7 – Indemnification.**

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

**Section 5.8 – Cooperation.**

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

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

BORROWER

CCH Rental Services LLC

By: \_\_\_\_\_  
Crystal Hoiseth  
Its Owner

LENDER

City of Albert Lea

By: \_\_\_\_\_  
Patrick Ian Rigg  
Its City Manager

By: \_\_\_\_\_  
Rich Murray  
Its Mayor

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF FREEBORN )

On this \_\_\_\_\_ day of October, 2024, before me, a Notary Public within and for said County and State, personally appeared Crystal Hoiseth, the Owner, of CCH Rental Services LLC.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF FREEBORN )

On this \_\_\_\_\_ day of October, 2024, before me, a Notary Public within and for said County and State, personally appeared Patrick Ian Rigg, the City Manager, of the City of Albert Lea.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF FREEBORN )

On this \_\_\_\_\_ day of October, 2024, before me, a Notary Public within and for said County and State, personally appeared Rich Murray, the Mayor, of the City of Albert Lea.

---

Notary Public

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

RESOLUTION 24-

Introduced by Councilor

RESOLUTION AUTHORIZING A SMALL CITIES DEVELOPMENT PROGRAM LOCAL  
INCOME PLAN FORGIVABLE LOAN FOR RENOVATION OF LMI MULTI-FAMILY  
PROPERTY LOCATED AT 1516 HAWTHORNE STREET – 403 4<sup>th</sup> AVE LLC

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

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

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

WHEREAS, the Owner owns a multi-family unit property consisting of two units; and

WHEREAS, the City entered into an Agreement on February 21, 2024 with Home is Where the Heart Is LLC (the Owner) for up to five thousand and no/100 dollars (\$5,000.00) for replacement of the furnace at the property at 1516 Hawthorne Street, Albert Lea, Minnesota but no funds were distributed because the project expanded and the entity changed names; and

WHEREAS, the City authorizes a 50/50 forgivable loan match with 403 4<sup>th</sup> Ave LLC (the Owner) up to the maximum permitted amount of twenty-five thousand and no/100 dollars (\$25,000.00) for the installation of new electrical and plumbing service throughout the units for the LMI persons/households; and

WHEREAS, 403 4th Ave LLC agrees to complete the project within twenty-four (24) months of receiving the funds; and

WHEREAS, the loan may be forgiven five (5) years after completion of the project provided 403 4th Ave LLC has not sold, transferred, or otherwise conveyed, voluntarily or involuntarily, the property at 1516 Hawthorne Street.

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

Sec. 1. That the City Manager is hereby authorized to enter into a Loan Agreement up to the maximum permitted amount of twenty-five thousand and no/100 dollars (\$25,000.00) with 403 4<sup>th</sup> Ave LLC for the renovation of property located at 1516 Hawthorne Street, Albert Lea, Minnesota.

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, Olson, Rasmussen, Anderson and Mayor Murray;

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

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council

**SMALL CITIES DEVELOPMENT PROGRAM GRANT  
1516 Hawthorne Street, Albert Lea, MN 56007**

THIS AGREEMENT, made and entered into as of October \_\_\_\_, 2024, by and between 403 4<sup>th</sup> Ave LLC ("Owner"), a limited liability company of the State of Minnesota, having its principal office at 9502 Teakwood Lane North, Maple Grove, Minnesota, and the City of Albert Lea ("Grantor"), a municipal corporation of the State of Minnesota, having its principal office at 221 Clark Street East, Albert Lea Minnesota;

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

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

WHEREAS, the Owner owns a multi-family unit property consisting of two units; and

WHEREAS, the City has authorized a 50/50 forgivable loan match up to the maximum permitted amount of twenty-five thousand and no/100 dollars (\$25,000.00) for the eligible project in need of repair/improvement/rehabilitation and for which it seeks to do the following improvements: install new electrical and plumbing service throughout the units for the LMI persons/households.

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

**DEFINITIONS:**



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

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

**Owner:** 403 4<sup>th</sup> Ave LLC, and its permitted heirs, successors and assigns.

**Completion:** The date as of which all Improvements are completed in accordance with the Plans, as approved by Grantor, and paid for in full, free of all mechanics', labor, materialmen's and other similar lien claims; said completion has been approved and certified by the Inspector, if any; certificate(s) of substantial completion in form reasonably acceptable to Grantor for Improvements have been signed by Owner and delivered to Grantor, and no substantial punch-list items remain to be completed; all private restrictions and covenants relating to the Project, if any, shall have been complied with or satisfied; Owner has obtained and delivered to Grantor copies of all licenses and permits needed to operate the occupied Improvements; unleased space, if any, has been finished to the standard vanilla shell; the undisbursed balance of Grant proceeds and/or Owner deposits are sufficient to pay costs Improvements, if any; copies of all warranties from suppliers covering materials, equipment and appliances included within the Project, evidence that all insurance required hereby is in full force and effect and a copy of the Project which conforms with Grantor's requirements; and no Event of Default exists hereunder.

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

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

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

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

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

**Grant:** Amount awarded pursuant to SCDP funds.

**Grantor:** The City of Albert Lea, a Minnesota Municipal Corporation.

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

**Indemnitor:** Owner.

**Inspector:** Member of City of Albert Lea Inspection Department.

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

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

**Premises:** The Improvements at 1516 Hawthorne Street, Albert Lea, Minnesota and legally described as:

Lot 11, Block 32, Hawthorne Homes Subdivision, Freeborn County, Minnesota

Parcel ID: 34.180.6510

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

## **I. GRANT; GRANT PROCEEDS**

### **Section 1.1 - General.**

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

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

### **Section 1.2 - Conditions Precedent to Payment.**

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

- A. Owner will present Grantor with design and/or improvement Plans illustrating the proposed work. The design and/or improvement Plans must comply with all federal, state, and local law.

- B. Grantor shall have received a Draw Request that complies with the requirements set forth in this Agreement.
- C. Owner is required to pay contractors in full. Grantor will reimburse Owner paid contractor and material invoices up to twenty thousand and no/100 dollars (\$20,000.00). Owner shall show the source of funds for full payment of the contractor along with a signed Mechanics Lien Waiver.
- D. Grantor shall have received from the Building Inspector a written certification verifying the work, labor and materials done or supplied up to the date of the Draw Request is in a manner that complies with federal, state, and local law.

### **Section 1.3 – LMI Housing Requirements.**

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

- A. Owner agrees to rent at least fifty-one percent (51%) of the units to LMI persons/households as defined for Freeborn County by the Department of Housing and Urban Development (“HUD”) with rent plus utility costs that do not exceed fair market rents for Freeborn County as defined by HUD. This provision applies until expiration of this Agreement.
- B. Owner agrees rents will not be increased on any current tenant household *currently paying less* than thirty percent (30%) of their gross, combined household on rent, plus utility costs to an amount that exceeds thirty percent (30%) of their gross combined household income on rent, plus utility costs. Owner also agrees rent increases cannot exceed the affordable rents that apply to the project. This provision applies until expiration of this Agreement.
- C. Owner agrees rents will not be increased on any current tenant household currently paying more than thirty percent (30%) of their gross, combined household on rent, plus utility costs. In these cases, rent and utility costs do not have to be decreased. However, no increase can occur over the life of the assistance for such a household. This provision applies until expiration of this Agreement.
- D. Owner shall complete and submit to Grantor: the Rental Rehabilitation Program Tenant Survey; Rental Rehabilitation Program Tenant Assistance Record; General Information Notice Residential Tenant Who Will Not Be Displaced; General Information Notice For Tenants Who Move in After Application; and Notice of Non-Displacement to Residential Tenant, attached as Exhibit B. Owner agrees to submit The Rental Rehabilitation Program Tenant Assistance Record to Grantor annually starting on September 1, 2024 and every September 1st thereafter during the life of the loan.

### **Section 1.4 –Terms.**

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

Lot 11, Block 32, Hawthorne Homes Subdivision, Freeborn County, Minnesota

Parcel ID: 34.180.6510

B. Owner covenants and agrees with the Grantor if the real estate described above is sold, transferred, or otherwise conveyed, voluntarily or involuntarily, either while Owner is living or by reason of death of the owner within five (5) years after the date of project completion, Owner shall repay a prorated amount as follows:

- i) If before 365 days after final Grant payment by the Grantor, the Owner shall repay Grantor a sum equal to the full amount of the Grant as set forth above;
- ii) If after one year but before two years after final Grant payment by the Grantor, Owner shall repay Grantor a sum equal to eighty percent (80%) of the Grant as set forth above;
- iii) If after two years but before three years after final Grant payment by the Grantor, Owner shall repay Grantor a sum equal to sixty percent (60%) of the Grant as set forth above;
- iv) If after three years but before four years after final Grant payment by the Grantor, Owner shall repay Grantor a sum equal to forty percent (40%) of the Grant as set forth above; and
- v) If after four years but before five years after final Grant payment by the Grantor, Owner shall repay Grantor a sum equal to twenty percent (20%) of the Grant as set forth above.

C. Promptly, after the date of any sale, transfer, or other conveyances of the above described real property (or, in the event of a sale by contract or deed at least ten (10) days prior to such date of sale), Owner or his/her heirs, executors, or representatives, shall give Grantor notice thereof.

D. Any such repayment shall be made to Grantor no later than thirty (30) days following such sale, transfer, or other conveyance, or on such a later date as Grantor, in its sole discretion, may designate. In the event Owner or his/her heirs shall fail or refuse to make a required payment within said limited period, Grantor may, with or without notice to Owner or his/her heirs, foreclose said lien in the same manner as an action for the foreclosure of mortgages of said real estate, as by statute provided, including but not limited to foreclosure by advertisement. Grantor thus holds a power of sale in this lien and, upon default, has the power to accelerate all indebtedness hereunder.

E. Said lien shall terminate and shall be of no force in the event Grantor has not, within

five (5) years from the date of the Grant, commenced a foreclosure action and filed a notice thereof in the Office of the Freeborn County Recorder.

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

## **II. REPRESENTATIONS AND WARRANTIES OF OWNER**

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

### **Section 2.1 – Title, Boundary Lines of Project.**

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

### **Section 2.2 – Condition of Premises.**

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

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

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

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

### **Section 2.4 – No Litigation or Defaults.**

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

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

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

### **Section 2.6 - Funds Sufficient to Pay Costs of Project.**

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

### **Section 2.7 - Providing Financial Information.**

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

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

### **Section 2.8 – Keeping of Records.**

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

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

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

## **Section 2.10 – Inspections.**

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

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

## **III. DEFAULTS**

### **Section 3.1 - Events of Default.**

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

- A. Owner shall default in the payment of fees or other amounts due and payable under this Agreement or under any of the other Grant Documents, and such default continues for five (5) days after the date of written notice thereof from the Grantor to the Owner.
- B. Owner shall default in the due performance or observance of any covenant set forth herein.
- C. Owner shall default in the performance or observance of any other agreement, covenant or condition required to be performed or observed by Owner under the terms of this Agreement.
- D. Any representations or warranty made by Owner in this Agreement, or in any certificate or document furnished under the terms of this Agreement or in connection with the Grant, shall be untrue in any material respect.
- E. Owner shall be in default under the terms of any of the other Grant Documents and such default shall not be waived by Grantor, or any event of default shall exist under the terms of any such instrument and shall not have been cured within any applicable grace period.
- F. Work on the Project shall be substantially abandoned, or shall, by reason of Owner's fault, be unreasonably delayed or discontinued for any reason whatsoever to the extent that completion of the Project cannot, in the reasonable judgment of Grantor, be accomplished.
- G. Owner shall file bankruptcy; or shall apply for, consent to or permit the appointment

of a receiver, custodial, trustee or liquidator for it or any of its property or assets; or shall admit in writing its inability to, pay its debts as they mature; or shall make general assignment for the benefit of credits or shall be adjudicated bankrupt or insolvent.

- H. Owner shall liquidate, wind up, dissolve, merge, terminate or suspend its operations, or sell all or substantially all of its assets, without the prior written consent of Grantor.
- I. There is a material adverse change in the condition (financial or otherwise), operations, or property of Owner.
- J. Owner does not maintain LMI tenant requirements and HUD approved rent levels in fifty-one percent (51%) of the units.

### **Section 3.2 - Rights and Remedies.**

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

- A. Grantor may suspend its obligation to make disbursement under this Agreement, without notice to Owner.
- B. Grantor may terminate its obligation to make disbursement under this Agreement, and may declare the entire unpaid principal balance of the disbursement made under this Agreement to be immediately due and payable together with accrued and unpaid interest on such disbursement, and any other sums due hereunder or under the Grant or any of the other Grant Documents, without notice to or demand on Owner.
- C. Grantor may exercise any or all remedies specified herein and in the other Grant Documents, including any remedies which it may have therefore at law, in equity or under statute.
- D. Grantor may (but shall not be obligated to) cure the Event of Default on behalf of Owner, and, in doing so, may enter upon the Project, and may expend such sums as it may deem desirable, including attorneys' fees, all of which shall be deemed to be disbursement hereunder, even though causing the Grant to exceed the face amount of the Grant, and shall be payable by Owner on demand.

### **Section 3.3 – Completion of Project by Grantor.**

In addition, in case of occurrence of any Event of Default caused by, or which results in, Owner's failure, for any reason, to continue with construction of the Project as required by this Agreement, then Grantor may (but shall not be obligated to), in addition to, or in concert with, the other remedies referred to above, take over and complete construction of the Project in accordance



with the Plans, with such changes therein as Grantor may, in its discretion, deem appropriate, all at the risk, cost and expense of Owner. Grantor may assume or reject any contracts entered into by Owner in connection with the Project, may enter into additional or different contracts for work services, labor and materials required, in the judgment of Grantor, to complete the Project, and may pay, compromise and settle all claims in connection with the Project.

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

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

#### **IV. MISCELLANEOUS**

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

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

##### **Section 4.2 – Survival.**

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

### **Section 4.3- Governing Law; Waiver of Jury Trial.**

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

### **Section 4.4 - Counterparts.**

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

### **Section 4.5 - Notices.**

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

To Owner: 403 4<sup>th</sup> Ave LLC  
c/o Marcus Peterson  
9502 Teakwood Lane North  
Maple Grove, MN 55369

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

### **Section 4.6 - Grantor Responsibilities.**

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

### **Section 4.7 – No Third-Party Reliance.**

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

**Section 4.8 - Time of the Essence.**

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

**Section 4.9 - Entire Agreement; No Oral Modifications.**

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

**Section 4.10 - Indemnification.**

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

**Section 4.11 - Cooperation.**

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

**Section 4.12 – Successors and Assignees.**

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

**Section 4.13 – Owner/Grantor Relationship.**

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

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

OWNER  
403 4<sup>th</sup> Ave



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

RESOLUTION 24-

Introduced by Councilor

RESOLUTION APPROVING AMENDMENT 1 TO THE GUARANTEED ENERGY SAVINGS  
(NON-INVESTMENT TAX CREDIT) AGREEMENT  
WITH APEX FACILITY SOLUTIONS FOR PROJECTS AT THE CITY ARENA,  
AQUATIC CENTER AND MARION ROSS PERFORMING ARTS CENTER

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

WHEREAS, those improvements include the following projects. City Arena, 701 Lake Chapeau Drive: structural reinforcements, drainage, sealing the building, LED lighting, HVAC changes, low E-ceiling for the Colstrup Rink and water conservation measures. Aquatic Center, 321 James Ave.: new water heating and electrical systems and LED lighting; and Marion Ross Performing Arts Center, 147 N. Broadway Ave.: new front door and windows, LED lighting, sealing the building, water conservation measures and HVAC controls;

WHEREAS, the Albert Lea City Council authorized the Guaranteed Energy Savings Contract: Non-Investment Tax Credit Agreement for design with Apex Facility Solutions of Coon Rapids, Minnesota, on May 13, 2024; and

WHEREAS, Apex Facility Solutions has completed the design phase for these projects and presented a guaranteed energy savings agreement for implementation of these projects at a total cost of \$1,925,237;

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, Olson, Rasmussen, Anderson, and Mayor Murray;

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

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council



# Amendment

Apex Facility Solutions, LLC

Client: City of Albert Lea  
Project: Guaranteed Energy Savings Agreement  
(Investment Tax Credits Improvements)  
Apex Project No: 30324028

Amendment No: 1  
8/12/2024

**The Contract is Amended as Follows:**

This Amendment 1 modifies the existing Agreement to add detailed scope of work and costs for the implementation of additional work as outlined below and in the attachments. The following changes to the agreement are included in this Amendment.

- Section 10 of the Agreement - Replace:  
**"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 has 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."
- With,  
**"Construction Phase:** A lump lum of \$1,605,237.00  
**Total Contract Value:** A lump sum of \$1,925,237.00"
- Replace the Agreement Exhibit A Scope of Work with the attached new Exhibit A.
- Replace the Agreement Exhibit B Schedule of Payments with the attached new Exhibit B.
- Replace the Agreement Exhibit C Completion Certificates with the attached new Exhibit C.
- Replace the Agreement Exhibit D Project Schedule with the attached new Exhibit D.
- Replace the Agreement Exhibit H Facility Operating Parameters & Utility Savings Calculations Methods with the attached new Exhibit H.
- Replace the Agreement Exhibit I Measurement and Verification with the attached new Exhibit I.

|   |                       |
|---|-----------------------|
| Original Contract Value:                      | \$320,000.00          |
| Net Prior Amendments:                         | \$0.00                |
| Contract Value Prior to this Amendment:       | \$320,000.00          |
| This Amendment Add (Deduct):                  | \$1,605,237.00        |
| <b>New Contract Value after Change Order:</b> | <b>\$1,925,237.00</b> |

**NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND CLIENT**

Apex Facility Solutions, LLC  
Contractor

City of Albert Lea  
Client

By (Signature)

By (Signature)

By (Printed)

By (Printed)

Date

Date

Attachments:  
Exhibit A  
Exhibit B  
Exhibit C  
Exhibit D  
Exhibit H  
Exhibit I

City of Albert Lea  
Client

By (Signature)

By (Printed)

Date

# EXHIBIT A SUMMARY OF WORK

## Exhibit A – Summary of Work

| Priority                          | Work Description   | Location            | Cost               | Guaranteed Utility Savings | Annual O&M Savings | One Time O&M Savings | Potential Incentives | Net Cost           | Simple Payback   |
|-----------------------------------|--|---------------------|--------------------|----------------------------|--------------------|----------------------|----------------------|--------------------|------------------|
| <b>City Arena</b>                 |  |                     |                    |                            |                    |                      |                      |                    |                  |
| Design                            | <b>Design</b> - Front Entry lobby design   |                     | \$237,000          | \$0                        | \$0                | \$237,000            | \$0                  | \$237,000          | N/A              |
| Arena 1                           | <b>Structural Reinforcement</b> - Install new support for 1 bad beam, and exterior splice places for 6 additional Beams              | Main Sheet          | \$183,532          | \$0                        | \$0                | \$183,532            | \$0                  | \$183,532          | N/A              |
| Arena 2                           | <b>Drainage Around the Practice Rink</b> - Install new drain tile around the rink, pick up the downspouts                            |                     | \$129,330          | \$0                        | \$0                | \$14,506             | \$0                  | \$129,330          | N/A              |
| Arena 3                           | <b>Building Envelope</b> - Seal roof/wall connections and replace door weather-stripping   | Building Wide       | \$35,479           | \$4,254                    | \$0                | \$0                  | \$0                  | \$35,479           | 8.3              |
| Arena 7 & 8                       | <b>Lighting</b> - Retrofit/replace existing T8 fluorescent lamps and cans with LED technology.                                       | Building and Rinks  | \$185,836          | \$10,770                   | \$3,590            | \$0                  | \$15,248             | \$170,588          | 11.9             |
| Arena 9                           | <b>Dehumidification Modifications</b> - Add heat to the DHU, replace Desiccant Wheel, extend the duct sock down the rink             | Practice Rink       | \$200,518          | \$0                        | \$0                | \$200,518            | \$0                  | \$200,518          | N/A              |
| Arena 12                          | <b>Low E-Ceilings</b> - Add low E ceilings to existing rinks to reduce radiation load on the refrigeration system.                   | Practice Rink       | \$90,612           | \$6,024                    | \$0                | \$0                  | \$0                  | \$90,612           | 15.0             |
| Arena 13                          | <b>Water Conservation</b> - Modify the existing fixtures to flow the correct (rated) amount of water. Install low flow diffusers and | Building Wide       | \$35,485           | \$232                      | \$235              | \$0                  | \$0                  | \$35,485           | Capital Projects |
| <b>City Arena - Sub Total</b>     |  |                     | <b>\$1,097,792</b> | <b>\$21,280</b>            | <b>\$3,825</b>     | <b>\$635,556</b>     | <b>\$15,248</b>      | <b>\$1,082,544</b> | <b>17.8</b>      |
| <b>Aquatic Center</b>             |  |                     |                    |                            |                    |                      |                      |                    |                  |
| Design                            | <b>Design</b> - Design the building expansion  |                     | \$83,000           | \$0                        | \$0                | \$83,000             | \$0                  | \$83,000           | N/A              |
| Aquatic 1                         | <b>Pool &amp; Domestic Water Heating</b> - Replace boiler and water heater with new equipment  |                     | \$321,213          | \$0                        | \$0                | \$321,213            | \$0                  | \$321,213          | N/A              |
| Aquatic 2                         | <b>Replace Electrical Systems</b> - Replace electrical equipment in filter room  |                     | \$128,234          | \$0                        | \$0                | \$128,234            | \$0                  | \$128,234          | N/A              |
| Aquatic 3                         | <b>Lighting</b> - Retrofit/replace existing T8 fluorescent lamps and cans with LED technology.                                       | Inside and Exterior | \$16,068           | \$4,779                    | \$1,593            | \$0                  | \$1,088              | \$14,980           | 2.4              |
| Aquatic 4                         | <b>Play Feature Replacement</b>  |                     | \$0                | \$0                        | \$0                | \$0                  | \$0                  | \$0                | N/A              |
| <b>Aquatic Center - Sub Total</b> |  |                     | <b>\$548,515</b>   | <b>\$4,779</b>             | <b>\$1,593</b>     | <b>\$532,447</b>     | <b>\$1,088</b>       | <b>\$547,427</b>   | <b>2.4</b>       |
| <b>Theater</b>                    |  |                     |                    |                            |                    |                      |                      |                    |                  |
| Theater 1                         | <b>Front Door and Window Replacement</b> - New windows and doors with ADA access   |                     | \$181,141          | \$0                        | \$0                | \$181,141            | \$0                  | \$181,141          | N/A              |
| Theater 2                         | <b>Lighting</b> - Retrofit/replace existing T8 fluorescent lamps and cans with LED technology.                                       |                     | \$15,719           | \$1,861                    | \$620              | \$0                  | \$1,061              | \$14,658           | 5.9              |
| Theater 3                         | <b>Building Envelope</b> - Seal roof/wall connections and replace door weather-stripping   |                     | \$4,315            | \$459                      | \$0                | \$0                  | \$0                  | \$4,315            | 9.4              |
| Theater 4                         | <b>Water Conservation</b> - Modify the existing fixtures to flow the correct (rated) amount of water.                                |                     | \$9,512            | \$16                       | \$67               | \$0                  | \$0                  | \$9,512            | Capital Projects |
| Theater 5                         | <b>Controls Expansion</b> - Add building automation for the HVAC equipment   |                     | \$68,242           | \$0                        | \$0                | \$0                  | \$0                  | \$68,242           | N/A              |
| <b>Theater - Sub Total</b>        |  |                     | <b>\$278,930</b>   | <b>\$2,336</b>             | <b>\$687</b>       | <b>\$181,141</b>     | <b>\$1,061</b>       | <b>\$277,869</b>   | <b>32.0</b>      |
| <b>Totals</b>                     |  |                     | <b>\$1,925,237</b> | <b>\$28,395</b>            | <b>\$6,105</b>     | <b>\$1,349,144</b>   | <b>\$17,397</b>      | <b>\$1,907,840</b> | <b>16.2</b>      |



# EXHIBIT A

## SUMMARY OF WORK

### Design Phase

Provide design phase services for design of Ice Rink Lobby Expansion and the Aquatic Center Building Expansion.

- 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).

### Construction Phase

#### Structural Reinforcement

- Remove brick and CMU for access to repair area at one location
- Demo existing wood rot at 9 locations
- Install flexible epoxy filler at wood rot locations
- Install 1" galvanized steel plate at one location – approximately 15' in length
- Install 3/8" galvanized steel plate at 8 locations – approximately 8' in length
- Rebuild brick and CMU at 1 location
- Remove and replace caulking at beam to building penetration – 9 locations
- Paint steel plate and exterior section of wood beam to match existing – 9 locations
- Install bird spikes – 9 locations
- Remove and replace deteriorated brick at 1 location – 10 SF

#### Drain Tile.

- Install 4 runs of approx. 700' (total) 8" dual wall drain tile.
- Install approx. 200' of 6" dual wall drain tile tied into 8" with 12) downspout tie-ins.
- Swale existing grade to slope to outlets. 2) to creek and 2) to ditch drain. (driveway removal required)
- Clean ditch drains to maintain slope.
- Install 3) 6" intakes with guards.
- Install new 1-1/2" – 2" rock at utility area.
- Install new 3/4" road stone on 2<sup>nd</sup> drive.
- Seed all disturbed soil with straw moisture retainer.

# EXHIBIT A SUMMARY OF WORK

## Building Envelope

Arena:

| <b>TYPE OF MEASURES:</b>  |  |  |  | <b>Building Level</b> | <b>quantity or distance</b> |
|---|--|--|--|-----------------------|-----------------------------|
| Ext. Door(s) to be weather-stripped & sealed.                             |  |  |  | First                 | 32 Doors                    |
| Int. Door(s) to be weather-stripped & sealed for isolation. To ice rinks. |  |  |  | First                 | 15 Doors                    |
| Over-head Door(s) to be sealed on 4 sides.                                |  |  |  | First                 | 1 OHDoors                   |
| Ext. Door(s) to be weather-stripped & sealed.                             |  |  |  | First                 | 2 Doors                     |
| Ext. Door(s) to be weather-stripped & sealed. Brown sliders.              |  |  |  | First                 | 1 Doors                     |

| <b>AIR LEAKAGE:</b> |      |        |                             |
|---------------------|------|--------|-----------------------------|
|                     | feet | inches |                             |
| Doors               | 640  | 3/32   | 5.00 sq ft                  |
| Doors               | 300  | 3/32   | 2.34 sq ft                  |
| OHDoors             | 48   | 1/8    | 0.50 sq ft                  |
| Doors               | 40   | 3/32   | 0.31 sq ft                  |
| Doors               | 20   | 3/32   | 0.16 sq ft                  |
| <b>Totals</b>       | -    |        | 8.31 sq ft<br>0.77 sq meter |



  



| <b>ASSUMPTIONS &amp; CALCULATIONS:</b> |                  |         |          |
|--|------------------|---------|----------|
| Power Rate                             |                  | N/A     | per Kwh  |
| Heating Fuel                           | 100% Natural Gas | \$0.750 | perTherm |
| Building K                             | 145              |         |          |

**Example Calculation**

$$\frac{(\text{leakage} \times \text{bldg "K"} \times (\text{wind P factor}) \times (\text{HDD} \times 24 \times 60) \times (.075) \times (.243)}{100,000 \times \text{System Efficiency\%}}$$

# EXHIBIT A SUMMARY OF WORK

Theater:

| <b>TYPE OF MEASURES:</b>   |  |  |  | <b>Building Level</b> | <b>quantity or distance</b> |
|--|--|--|--|-----------------------|-----------------------------|
| Ext. Door(s) to be weather-stripped & sealed.  |  |  |  | Second                | 2 Doors                     |
| Ext. Door(s) to be weather-stripped & sealed.  |  |  |  | First                 | 4 Doors                     |
| Window(s) to be v-stripped and caulked. These windows are on the Marion Ross Street side of the bu |  |  |  | Lower                 | 4 Windows                   |

| <b>AIR LEAKAGE:</b> | <b>feet</b> | <b>inches</b> |      |          |
|---------------------|-------------|---------------|------|----------|
| Doors               | 40          | 3/32          | 0.31 | sq ft    |
| Doors               | 80          | 3/32          | 0.63 | sq ft    |
| Windows             | 48          | 1/64          | 0.06 | sq ft    |
| <b>Totals</b>       | -           |               | 1.00 | sq ft    |
|                     |             |               | 0.09 | sq meter |

| <b>ASSUMPTIONS &amp; CALCULATIONS:</b>  |                  |         |          |
|---|------------------|---------|----------|
| Power Rate  |                  | N/A     | per Kwh  |
| Heating Fuel  | 100% Natural Gas | \$0.750 | perTherm |
| Building K  | 140              |         |          |
| <b>Example Calculation</b>  |                  |         |          |
| $\frac{(\text{leakage} \times \text{bldg "K"}) \times (\text{wind P factor}) \times (\text{HDD} \times 24 \times 60) \times (.075) \times (.243)}{100,000 \times \text{System Efficiency\%}}$ |                  |         |          |



## **Building Lighting**

Lighting room by room schedule can be found at the end of Exhibit H.

# EXHIBIT A

## SUMMARY OF WORK

### **Rink Dehumidification Addition:**

1. Provide and install (1) 400 MBH duct furnace on existing ductwork
2. Provide and install 125' of duct soc after duct heater and a stretch of ductwork with 80' of throw
3. Tie onto existing gas piping and route gas piping to duct heater and make final connections
4. Run venting out building for duct heater
5. Run controls wiring from duct heater to dehumidification unit and make final connections
6. Demo existing dehumidification wheel from existing dehumidification unit
7. Provide and install new dehumidification wheel and seals
8. Start up duct furnace and verify operation of dehumidification unit and duct heater

### **Rink Low-E Ceiling**

Project: Astro-Rink low-emissivity ceiling installation in one ice rink, at the Colstrup Arena, Albert Lea, MN

To supply and install an Astro-Rink low emissivity ceiling in one ice rink, below the steel purlins. The main beams will remain exposed. Installation on the ceiling over the entire ice surface and extending up to 4 ft passed the ice surface on all 4 sides. Approximate total ceiling area coverage of 19,350 ft/square

Astro-Rink reflective insulation is composed of 2 layers of bubble film with reinforced aluminum metalized films on both sides (MPET/Bubble/Bubble/MPET).

### **Pool Boiler Plant Replacement**

1. Disconnect gas piping, venting, and pool supply and return to existing boiler and on water heater
2. Demo and dispose of existing boiler and water heater
3. Provide and install 1.5 MMBTU pool boiler with boiler pump and titanium heat exchanger
4. Provide and install venting for boiler
5. Provide and install water heater
6. Reconnect gas piping and pool supply and return to new boiler
7. Insulate newly installed piping
8. Lift rental and permit
9. Start – Up and commissioning

# EXHIBIT A

## SUMMARY OF WORK

### Water Conservation

#### A) Water Closets:

- **Tank Style Water Closets:** Tank style water closets utilize a tank fill valve on top of the bowl which uses gravity to drain large volumes of water into the bowl during evacuation. Pressure assisted tank valves use domestic water pressure to pressurize the tank water allowing for more forceful evacuations with less water volume.



- **Flush Valve Water Closets:** Most commercial facilities utilize flush valve water closets. Flush valves are designed to release precise volumes of water when activated. High efficiency flush valve and china combinations can enable a facility to greatly reduce its water consumption by reducing flush valve flow rates and the amount of water required for evacuation.

- Existing water closets use older non-chloramine resistant diaphragm valves. These diaphragms and components deteriorate over time due to the flexing of the rubber and chloramines in the water treatment process. The older 1.6 and 3.5 Gallon per flush “designed” water closet have partially degraded diaphragms for those fixtures which is 10% - 15% additional per flush than design. The fixtures should be retrofit to low flow using high efficiency technology with newer chloramine resistant synthetic diaphragm valves inclusive of changing all toilet and urinal porcelain as necessary.



- Subcontractor shall supply and install the following:

# EXHIBIT A

## SUMMARY OF WORK

### B) Urinals:

- Existing Urinals consist of 1.5 GPF, 1.0 GPF and 0.125 GPF models.
- These diaphragms and components deteriorate over time due to the flexing of the rubber and chloramines in the water treatment process. Urinal valves over 5 years in age have partially degraded diaphragms creating an average of 10% to 15% additional water per flush for those fixtures. The fixtures should be retrofit to low flow using newer chloramine resistant synthetic diaphragm valves and all fixtures should be change to ultra-low flow standards
- All angle stops will be placed in the standard operating position.
- Existing 1/8 GPF urinal china will not be changed



### C) Bathroom Faucets / Aerators:

- **Bathroom Faucet Aerators:** Most faucets utilize aerators to restrict the volume of water at the mouth of a faucet and to generate a more comfortable flow. High efficiency aerators can greatly reduce flow rates from faucets and create a comfortable flow for handwashing and cleaning. Restricting faucet flow rates enables a facility to conserve water and reduce energy usage associated with heating water.



Final Quantities can be found in Exhibit H

# EXHIBIT A

## SUMMARY OF WORK

### Pool Electrical System Replacement

- Provide (1) 800A Nema 3R MDP
- Provide (2) 225A Nema 3R Panelboards
- Provide (1) 200A Nema 3R disconnect
- Provide new PVC conduit for existing branch circuits
- Electrical Permit

### Front Door Replacement – Theater

- Tubelite T14000 2" x 4-1/2" storefront system for (2) fixed openings with rolled heads, (3) fixed upper windows, (2) exterior entrances with rolled head and door pair, (1) interior door pair with transom and (1) interior sidelite. Glass to be clear 1" insulated with low-e coating on exterior openings and 1/4" clear tempered for interior frames. Aluminum finish to be dark bronze anodized.
- New power for ADA door
- Demo drywall / plaster ceiling at main entry and above ticket counter
- Demo main entry wall paper; patch & paint walls
- Patch & paint east wall of lobby
- New ACT ceiling at main entry and above ticket window (2x2)

### Controls – Theater:

- Provide and install the following controllers, devices, and sensors to retrofit the existing HVAC controls system
  - Supervisory controller to manage network traffic, house graphics, and store trends
  - Field controllers networked together and sized for applicable control
  - New thermostats with the ability to limit local adjustment
  - Control of existing HVAC equipment with intent to stage paired equipment and conserve energy
    - System located back stage to have outdoor damper modulation, return air CO2 monitoring, and outdoor air temperature
  - Existing systems located in the following locations
    - Back stage – Total of 3 units
    - Basement – Total of 2 units
    - Lobby – Total of 2 units
    - Control Room – Total of 1 unit
  - Includes panels, power supplies, conduit, wire, design, programming, electrical installation, functional testing, interactive graphics, and project management

### Pool Play Features

This scope is not included and will be added by Amendment.

## EXHIBIT B PAYMENTS SCHEDULE

### Exhibit B – Estimated Payments Schedule

|                                      |                    | May-24          | Jun-24           | Jul-24           | Aug-24          | Sep-24     | Oct-24     | Nov-24           | Dec-24           | Jan-25          | Feb-25           | Mar-25           | Apr-25           | May-25           |
|--------------------------------------|--------------------|-----------------|------------------|------------------|-----------------|------------|------------|------------------|------------------|-----------------|------------------|------------------|------------------|------------------|
| Ice Arena Lobby & Locker Room Design | \$237,000          | \$23,700        | \$94,800         | \$94,800         | \$23,700        |            |            |                  |                  |                 |                  |                  |                  |                  |
| Aquatic Center Adjustment            | \$83,000           | \$8,300         | \$33,200         | \$33,200         | \$8,300         |            |            |                  |                  |                 |                  |                  |                  |                  |
| Building Envelope Improvements       | \$84,792           |                 |                  |                  |                 |            | \$84,792   |                  |                  |                 |                  |                  |                  |                  |
| Lighting Upgrades                    | \$360,176          |                 |                  |                  |                 |            | \$90,044   | \$90,044         | \$90,044         |                 |                  |                  | \$90,044         |                  |
| Structural Modifications             | \$183,531          |                 |                  |                  |                 |            |            |                  |                  |                 |                  |                  | \$91,766         | \$91,766         |
| Theater Doors & Frames               | \$175,272          |                 |                  |                  |                 |            |            |                  |                  |                 |                  |                  | \$87,636         | \$87,636         |
| Theater Controls Upgrades            | \$68,242           |                 |                  |                  |                 |            |            | \$68,242         |                  |                 |                  |                  |                  |                  |
| HVAC Upgrades                        | \$513,281          |                 |                  |                  |                 |            |            |                  |                  | \$128,320       | \$128,320        | \$128,320        | \$128,320        | \$128,320        |
| Arena Drainage Improvements          | \$129,330          |                 |                  |                  |                 |            | \$64,665   | \$64,665         |                  |                 |                  |                  |                  |                  |
| Low-e Ceiling                        | \$90,612           |                 |                  |                  |                 |            | \$90,612   |                  |                  |                 |                  |                  |                  |                  |
| <b>Totals</b>                        | <b>\$1,925,237</b> | <b>\$32,000</b> | <b>\$128,000</b> | <b>\$128,000</b> | <b>\$32,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$330,113</b> | <b>\$222,951</b> | <b>\$90,044</b> | <b>\$128,320</b> | <b>\$128,320</b> | <b>\$397,766</b> | <b>\$307,722</b> |



# 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 * |
| Arena – Structural Reinforcement          |                 |        |
| Arena – Drainage Around Building          |                 |        |
| Arena – Building Envelope                 |                 |        |
| Arena – Lighting                          |                 |        |
| Arena – Dehumidification Mods             |                 |        |
| Arena – Low-E Ceiling                     |                 |        |
| Arena – Water Conservation                |                 |        |
| Aquatic Center – Design                   |                 |        |
| Aquatic Center – Pool Heater              |                 |        |
| Aquatic Center – Electrical Replacement   |                 |        |
| Aquatic Center – Lighting                 |                 |        |
| Aquatic Center – Play Feature Replacement |                 |        |
| Theater – Front Door & Windows            |                 |        |
| Theater – Lighting                        |                 |        |
| Theater – Building Envelope               |                 |        |
| Theater – Water Conservation              |                 |        |
| Theater – Controls                        |                 |        |
|   |                 |        |
|   |                 |        |

\* 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:

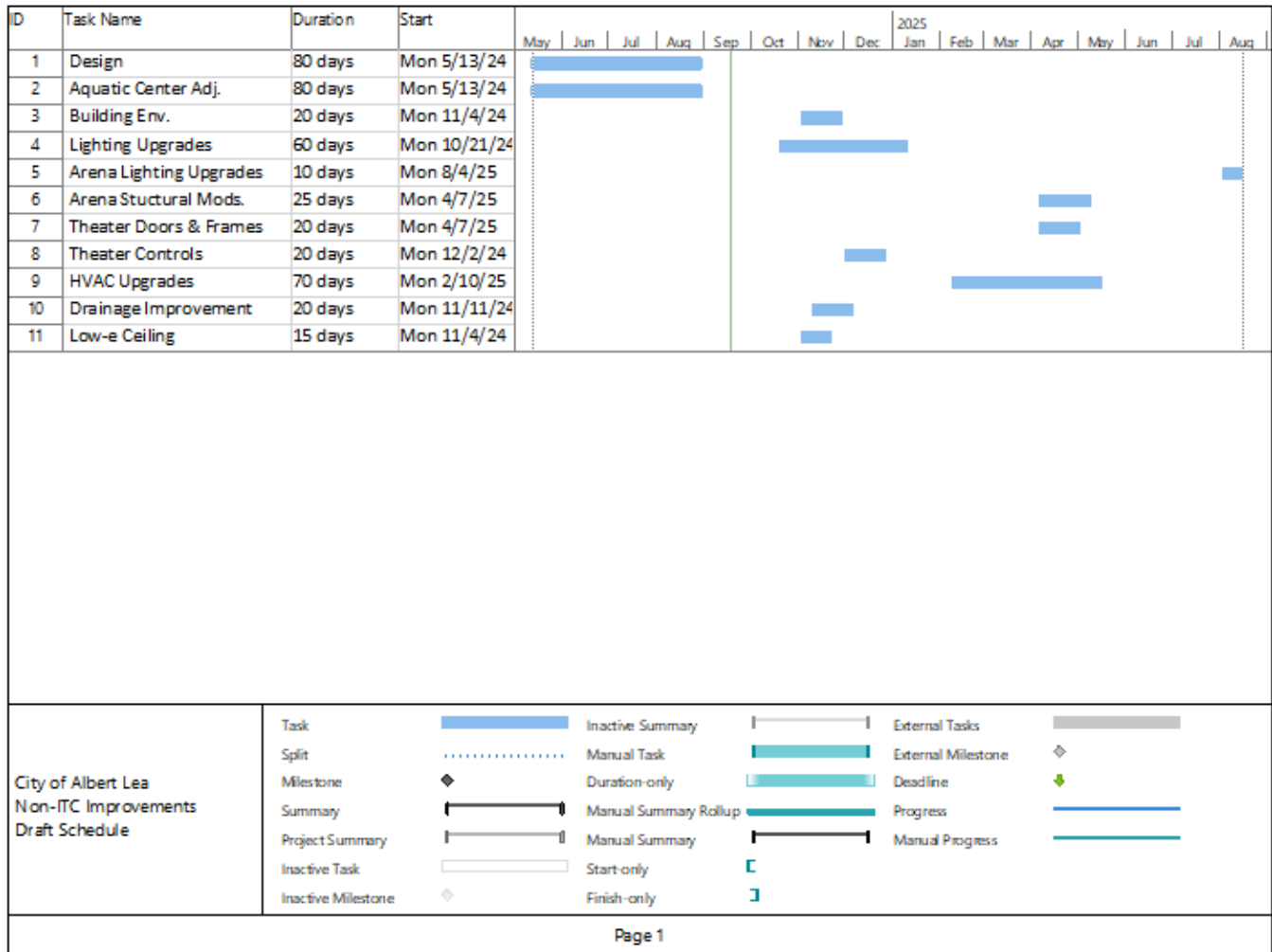
3. **Completion and Acceptance.** The CLIENT agrees that the Work specified in the agreement and any applicable amendments thereof have been completed by the CONTRACTOR and are hereby accepted by the CLIENT.
  
4. **Project Completion Documents.** The CLIENT has received four (4) copies of the following 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 * |
| Arena – Structural Reinforcement          |                 |        |
| Arena – Drainage Around Building          |                 |        |
| Arena – Building Envelope                 |                 |        |
| Arena – Lighting                          |                 |        |
| Arena – Dehumidification Mods             |                 |        |
| Arena – Low-E Ceiling                     |                 |        |
| Arena – Water Conservation                |                 |        |
| Aquatic Center – Design                   |                 |        |
| Aquatic Center – Pool Heater              |                 |        |
| Aquatic Center – Electrical Replacement   |                 |        |
| Aquatic Center – Lighting                 |                 |        |
| Aquatic Center – Play Feature Replacement |                 |        |
| Theater – Front Door & Windows            |                 |        |
| Theater – Lighting                        |                 |        |
| Theater – Building Envelope               |                 |        |
| Theater – Water Conservation              |                 |        |
| Theater – Controls                        |                 |        |
|   |                 |        |

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.



**EXHIBIT H**  
**FACILITY OPERATING PARAMETERS &**  
**UTILITY SAVINGS CALCULATION METHODS**

**Performance Guarantee and Savings Calculations**

**Summary Table of Energy Savings:**

| Location       | FIM Details        | Therms | kWh     | kW/yr | \$ - Therm | \$ - kWh | \$ - kW  | Total Savings | Safety Factor | Guaranteed Savings |
|----------------|--------------------|--------|---------|-------|------------|----------|----------|---------------|---------------|--------------------|
| Civic Arena    | Building Envelope  | 6,432  | -       | -     | \$ 5,318   | \$ -     | \$ -     | \$ 5,318      | 80%           | \$ 4,254           |
| Civic Arena    | Lighting           | -      | 103,154 | 433   | \$ -       | \$ 6,992 | \$ 4,975 | \$ 11,966     | 90%           | \$ 10,770          |
| Civic Arena    | Low-E ceiling      | -      | 69,445  | 173   | \$ -       | \$ 4,707 | \$ 1,986 | \$ 6,693      | 90%           | \$ 6,024           |
| Civic Arena    | Water Conservation | 15     | -       | -     | \$ 12      | \$ -     | \$ -     | \$ 290        | 80%           | \$ 232             |
| Aquatic Center | Lighting           | -      | 25,275  | 33    | \$ -       | \$ 5,185 | \$ 125   | \$ 5,310      | 90%           | \$ 4,779           |
| Theater        | Lighting           | -      | 17,229  | 168   | \$ -       | \$ 2,067 | \$ -     | \$ 2,067      | 90%           | \$ 1,861           |
| Theater        | Building Envelope  | 700    | -       | -     | \$ 574     | \$ -     | \$ -     | \$ 574        | 80%           | \$ 459             |
| Theater        | Water Conservation | 3      | -       | -     | \$ 2       | \$ -     | \$ -     | \$ 21         | 80%           | \$ 16              |

**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.

|                | <b>Gas (F)</b>  | <b>Electric</b> |                  | <b>Water</b>   |
|----------------|-----------------|-----------------|------------------|----------------|
|                | <b>\$/Therm</b> | <b>\$/KWH</b>   | <b>\$/KW (F)</b> | <b>\$/KGal</b> |
| Ice Arena      | \$ 0.827        | \$0.0678        | \$11.50          | \$4.98         |
| Aquatic Center |                 | \$0.2051        | \$3.73           |                |
| Theater        | \$ 0.820        | \$0.1200        |                  | \$5.03         |

**ANNUAL UTILITY COST SAVINGS GUARANTEE**

The Client shall be guaranteed annual utility costs savings by the Contractor, a total of \$28,395 per year.

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 \$6,105 per year.

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

**ONE TIME OPERATION & MAINTENANCE COST SAVINGS GUARANTEE**

The Owner shall be guaranteed costs savings by the Contractor, a total of \$1,349,144 total.

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

## EXHIBIT H

### FACILITY OPERATING PARAMETERS & UTILITY SAVINGS CALCULATION METHODS

#### 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.

#### 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 H. 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 H 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.

**EXHIBIT H**  
**FACILITY OPERATING PARAMETERS &**  
**UTILITY SAVINGS CALCULATION METHODS**

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.

**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:

| <b>Year</b> | <b>Escalation</b> | <b>Fee</b>            |
|-------------|-------------------|-----------------------|
| 1           | NA                | Included in Agreement |
| 2           | 3.50%             | \$8,000               |
| 3           | 3.50%             | \$8,280               |
| 4           | 3.50%             | \$8,570               |
| 5           | 3.50%             | \$8,870               |

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.

## EXHIBIT H

### FACILITY OPERATING PARAMETERS & UTILITY SAVINGS CALCULATION METHODS

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.

#### Building Envelope

Arena:

| <b>AIR LEAKAGE:</b>   |                  |               |      |                             |
|---|------------------|---------------|------|-----------------------------|
|   | <b>feet</b>      | <b>inches</b> |      |                             |
| Doors   | 640              | 3/32          | 5.00 | sq ft                       |
| Doors   | 300              | 3/32          | 2.34 | sq ft                       |
| OHDdoors  | 48               | 1/8           | 0.50 | sq ft                       |
| Doors   | 40               | 3/32          | 0.31 | sq ft                       |
| Doors   | 20               | 3/32          | 0.16 | sq ft                       |
| <b>Totals</b>   |                  |               | -    | 8.31 sq ft<br>0.77 sq meter |
| <b>ASSUMPTIONS &amp; CALCULATIONS:</b>  |                  |               |      |                             |
| Power Rate  |                  | N/A           |      | per Kwh                     |
| Heating Fuel  | 100% Natural Gas | \$0.750       |      | perTherm                    |
| Building K  | 145              |               |      |                             |
| <b>Example Calculation</b>  |                  |               |      |                             |
| $\frac{(\text{leakage} \times \text{bldg "K"}) \times (\text{wind P factor}) \times (\text{HDD} \times 24 \times 60) \times (.075) \times (.243)}{100,000 \times \text{System Efficiency\%}}$ |                  |               |      |                             |

## EXHIBIT H FACILITY OPERATING PARAMETERS & UTILITY SAVINGS CALCULATION METHODS

Theater:

| <b>AIR LEAKAGE:</b>   |                  |               |      |                             |
|---|------------------|---------------|------|-----------------------------|
|   | <b>feet</b>      | <b>inches</b> |      |                             |
| Doors   | 40               | 3/32          | 0.31 | sq ft                       |
| Doors   | 80               | 3/32          | 0.63 | sq ft                       |
| Windows   | 48               | 1/64          | 0.06 | sq ft                       |
| <b>Totals</b>   |                  |               | -    | 1.00 sq ft<br>0.09 sq meter |
| <b>ASSUMPTIONS &amp; CALCULATIONS:</b>  |                  |               |      |                             |
| Power Rate  |                  | N/A           |      | per Kwh                     |
| Heating Fuel  | 100% Natural Gas | \$0.750       |      | perTherm                    |
| Building K  | 140              |               |      |                             |
| <b>Example Calculation</b>  |                  |               |      |                             |
| $\frac{(\text{leakage} \times \text{bldg "K"}) \times (\text{wind P factor}) \times (\text{HDD} \times 24 \times 60) \times (.075) \times (.243)}{100,000 \times \text{System Efficiency}\%}$ |                  |               |      |                             |

Savings Summary: Arena

kWh: 0

kW: 0

Therms: 6,432

Savings Summary: Theater

kWh: 0

kW: 0

Therms: 700



EXHIBIT H  
FACILITY OPERATING PARAMETERS &  
UTILITY SAVINGS CALCULATION METHODS

Lighting

Room by Room lighting and savings will be found at the end of this section

Savings Summary: Arena

kWh: 103,154

kW: 36

Therms: 0

Savings Summary: Aquatic Center

kWh: 25,275

kW: 8.3

Therms: 0

Savings Summary: Theater

kWh: 17,229

kW: 13.96

Therms: 0

**EXHIBIT H**  
**FACILITY OPERATING PARAMETERS &**  
**UTILITY SAVINGS CALCULATION METHODS**

Low-E Ceiling

**Actual Building, Equipment and Operating Condition Specifications**

**Building Specifications**

|                              |          |
|------------------------------|----------|
| Ice Arena Length:            | 220 feet |
| Ice Arena Width:             | 110 feet |
| Mid Roof Height:             | 25 feet  |
| Ice Surface Length:          | 200 feet |
| Ice Surface Width:           | 85 feet  |
| Emissivity of Existing Roof: | 0.9      |
| Emissivity of Astro-Rink:    | 0.05     |
| Angle Factor:                | 0.55     |

**Refrigeration and Pump Specifications**

|                 |     |
|-----------------|-----|
| Compressor #1:  | hp  |
| Compressor #2:  | hp  |
| Compressor #3:  | hp  |
| Compressor #4:  | hp  |
| Brine Pump #1:  | hp  |
| Brine Pump #2:  | hp  |
| Brine Pump #3:  | hp  |
| Compressor COP: | 3.5 |

**Total Facility Electrical Consumption Estimated**

|                                      |             |
|--------------------------------------|-------------|
| Consumption Charge Current Estimated | 0.07 \$/kWh |
| Demand Charge Estimated              | 12 \$/kW    |
| Average Block Charge Estimated       | 0.1 \$/kWh  |
| Energy Consumption                   | kWh         |
| Energy Charge for this period        | \$          |

**Operating Conditions**

|                              |          |           |    |
|------------------------------|----------|-----------|----|
| Ceiling Temperatures (deg F) |          |           |    |
| January                      | 25       | July      | 81 |
| February                     | 29       | August    | 78 |
| March                        | 42       | September | 72 |
| April                        | 55       | October   | 58 |
| May                          | 68       | November  | 44 |
| June                         | 78       | December  | 31 |
| Ice Temperature:             | 20 deg F |           |    |

**EXHIBIT H**  
**FACILITY OPERATING PARAMETERS &**  
**UTILITY SAVINGS CALCULATION METHODS**

| <b>Astro-Rink low Emissivity Ceiling Savings Energy Analysis for the Colstrup Arena (Albert Lea City Arena), Albert Lea, M</b> |         |          |       |       |        |        |      |        |           |         |          |          |        |
|--|---------|----------|-------|-------|--------|--------|------|--------|-----------|---------|----------|----------|--------|
| Month  | January | February | March | April | May    | June   | July | August | September | October | November | December | Totals |
| Days   | 31      | 28       | 31    | 30    | 31     | 30     |      |        | 30        | 31      | 30       | 31       | 303    |
| Existing Radiant Load (kW)   | 9.47    | 17.26    | 43.94 | 72.78 | 103.88 | 129.42 |      |        | 113.92    | 79.75   | 48.23    | 21.23    |        |
| Existing Radiant cooling Load (Tons of cooling)  | 2.69    | 4.91     | 12.49 | 20.69 | 29.54  | 36.80  |      |        | 32.39     | 22.67   | 13.71    | 6.04     |        |
| Estimated Compressor Savings With Astro-Rink Low-e Ceiling (kW)  | 2.56    | 4.66     | 11.86 | 19.64 | 28.03  | 34.92  |      |        | 30.74     | 21.52   | 13.02    | 5.73     | 173    |
| Estimated Compressor Savings With Astro-Rink Low-e Ceiling (kWh)   | 713     | 1,304    | 4,411 | 7,659 | 12,165 | 15,716 |      |        | 12,911    | 8,672   | 4,295    | 1,598    | 69,445 |

**Savings Summary: Arena**

**kWh: 103,154**

**kW: 36**

**Therms: 0**

# EXHIBIT H

## FACILITY OPERATING PARAMETERS & UTILITY SAVINGS CALCULATION METHODS

### Water Conservation

| 1 Arena                     |       |      |      |     |    |                  |          |           |        |      |          |                 |               |                          |                       |                        |                             |                              |
|-----------------------------|-------|------|------|-----|----|------------------|----------|-----------|--------|------|----------|-----------------|---------------|--------------------------|-----------------------|------------------------|-----------------------------|------------------------------|
| Facility Days/yr occupation | WC    |      |      | Cls | SC | Fixture Retrofit | pre flow | post flow | Δ flow | % Δ  | Quantity | Gallons         |               |                          | Pre Peak Demand (gpm) | Post Peak Demand (gpm) | Pre Gallons Consumed per yr | Post Gallons consumed per yr |
|                             | UV    | FC   | SH   |     |    |                  |          |           |        |      |          | Avg Daily Usage | Saved Per use | Days Per Year Occupation |                       |                        |                             |                              |
| 190.00                      | 111.3 | 21.3 | 22.1 | 0.5 | WC | WC               | 4.5      | 1.28      | 3.22   | 72%  | -        | -               | 3.22          | 190.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |       |      |      |     | WC | WC               | 3.85     | 1.28      | 2.57   | 67%  | 16       | 5.6             | 2.57          | 190.00                   | 61.60                 | 20.48                  | 65,104                      | 21,645                       |
|                             |       |      |      |     | WC | WC               | 1.76     | 1.28      | 0.48   | 27%  | 1        | 5.6             | 0.48          | 190.00                   | 1.76                  | 1.28                   | 1,860                       | 1,353                        |
|                             |       |      |      |     | WC | NA               | 1.28     | 1.28      | 0.00   | 0%   | -        | -               | 0             | 190.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |       |      |      |     | WC | TT               | 3.85     | 1.10      | 2.75   | 71%  | -        | -               | 2.75          | 190.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |       |      |      |     | WC | TT               | 1.76     | 1.10      | 0.66   | 38%  | 3        | 5.6             | 0.66          | 190.00                   | 5.28                  | 3.30                   | 5,580                       | 3,488                        |
|                             |       |      |      |     | WC | TT               | 1.00     | 1.00      | 0.00   | 0%   | -        | -               | 0             | 190.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |       |      |      |     | U  | U                | 3.50     | 1.60      | 1.90   | 54%  | -        | -               | 1.9           | 190.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |       |      |      |     | U  | U                | 1.65     | 0.50      | 1.15   | 70%  | -        | -               | 1.15          | 190.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |       |      |      |     | U  | U                | 1.10     | 0.50      | 0.60   | 55%  | 7        | 3.0             | 0.6           | 190.00                   | 7.70                  | 3.50                   | 4,441                       | 2,019                        |
|                             |       |      |      |     | U  | U                | 0.55     | 0.13      | 0.43   | 77%  | -        | -               | 0.425         | 190.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |       |      |      |     | U  | U                | 1.76     | 1.10      | 0.66   | 38%  | -        | -               | 0             | 190.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |       |      |      |     | U  | NA               | 1.50     | 0.50      | 1.00   | 67%  | -        | -               | 1             | 190.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |       |      |      |     | FC | AER              | 2.50     | 1.50      | 1.00   | 40%  | -        | -               | 1             | 190.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |       |      |      |     | FC | AER              | 2.20     | 0.50      | 1.70   | 77%  | 14       | 1.58            | 1.7           | 190.00                   | 30.80                 | 7.00                   | 9,231                       | 2,098                        |
|                             |       |      |      |     | FC | FC               | 1.50     | 0.50      | 1.00   | 67%  | -        | -               | 1             | 190.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |       |      |      |     | FC | NA               | 0.50     | 0.50      | 0.00   | 0%   | -        | -               | 0             | 190.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |       |      |      |     | PF | LK               | 0.03     | 0.00      | 0.03   | 100% | -        | -               | 0.03          | 190.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |       |      |      |     | PF | LK               | 5.00     | 0.00      | 5.00   | 100% | -        | -               | 5             | 190.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |       |      |      |     | SH | SH               | 2.50     | 1.50      | 1.00   | 40%  | 35       | 0.01            | 1             | 190.00                   | 87.50                 | 52.50                  | 208                         | 125                          |
|                             |       |      |      |     | SH | NA               | 1.50     | 1.50      | 0.00   | 0%   | 5        | 0.01            | 0             | 190.00                   | 7.50                  | 7.50                   | 18                          | 18                           |

|                             |                      |
|-----------------------------|----------------------|
| Facility Days/yr occupation | 190.00               |
| Water/Sewer Combined rate   | Actual<br>647,895    |
| Electric Rate (kwh)         | Allocated<br>330,427 |
| Gas rate (therm)            | 0                    |

| 3 Theater                   |      |     |     |     |    |                  |          |           |        |      |          |                 |               |                          |                       |                        |                             |                              |
|-----------------------------|------|-----|-----|-----|----|------------------|----------|-----------|--------|------|----------|-----------------|---------------|--------------------------|-----------------------|------------------------|-----------------------------|------------------------------|
| Facility Days/yr occupation | WC   |     |     | Cls | SC | Fixture Retrofit | pre flow | post flow | Δ flow | % Δ  | Quantity | Gallons         |               |                          | Pre Peak Demand (gpm) | Post Peak Demand (gpm) | Pre Gallons Consumed per yr | Post Gallons consumed per yr |
|                             | UV   | FC  | SH  |     |    |                  |          |           |        |      |          | Avg Daily Usage | Saved Per use | Days Per Year Occupation |                       |                        |                             |                              |
| 104.00                      | 40.0 | 7.8 | 8.0 | 0.2 | WC | WC               | 4.5      | 1.28      | 3.22   | 72%  | -        | -               | 3.22          | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | WC | WC               | 3.85     | 1.28      | 2.57   | 67%  | 5        | 5.7             | 0.48          | 104.00                   | 8.80                  | 6.40                   | 5,230                       | 3,803                        |
|                             |      |     |     |     | WC | NA               | 1.28     | 1.28      | 0.00   | 0%   | -        | -               | 0             | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | WC | TT               | 3.85     | 1.10      | 2.75   | 71%  | -        | -               | 2.75          | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | WC | TT               | 1.76     | 1.10      | 0.66   | 38%  | 2        | 5.7             | 0.66          | 104.00                   | 3.52                  | 2.20                   | 2,092                       | 1,307                        |
|                             |      |     |     |     | WC | TT               | 1.00     | 1.00      | 0.00   | 0%   | -        | -               | 0             | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | U  | U                | 3.50     | 1.60      | 1.90   | 54%  | -        | -               | 1.9           | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | U  | U                | 1.65     | 0.50      | 1.15   | 70%  | -        | -               | 1.15          | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | U  | U                | 1.10     | 0.50      | 0.60   | 55%  | -        | -               | 0.6           | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | U  | U                | 0.55     | 0.13      | 0.43   | 77%  | -        | -               | 0.425         | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | U  | U                | 1.76     | 1.10      | 0.66   | 38%  | -        | -               | 0             | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | U  | NA               | 1.50     | 0.50      | 1.00   | 67%  | -        | -               | 1             | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | FC | AER              | 2.50     | 1.50      | 1.00   | 40%  | -        | -               | 1             | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | FC | AER              | 2.20     | 0.50      | 1.70   | 77%  | 9        | 0.88            | 1.7           | 104.00                   | 19.80                 | 4.50                   | 1,821                       | 414                          |
|                             |      |     |     |     | FC | FC               | 1.50     | 0.50      | 1.00   | 67%  | -        | -               | 1             | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | FC | NA               | 0.50     | 0.50      | 0.00   | 0%   | -        | -               | 0             | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | PF | LK               | 0.03     | 0.00      | 0.03   | 100% | -        | -               | 0.03          | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | PF | LK               | 5.00     | 0.00      | 5.00   | 100% | -        | -               | 5             | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |
|                             |      |     |     |     | SH | SH               | 2.50     | 1.50      | 1.00   | 40%  | 2        | 0.08            | 1             | 104.00                   | 5.00                  | 3.00                   | 39                          | 23                           |
|                             |      |     |     |     | SH | NA               | 1.50     | 1.50      | 0.00   | 0%   | -        | -               | 0             | 104.00                   | 0.00                  | 0.00                   | -                           | -                            |

|                             |                |
|-----------------------------|----------------|
| Facility Days/yr occupation | 104.00         |
| Water/Sewer Combined rate   | Actual<br>0    |
| Electric Rate (kwh)         | Allocated<br>0 |
| Gas rate (therm)            | 0              |

### Savings Summary: Arena

kWh: 103,154

kW: 36

Therms: 0

**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**

| <i>FIM/Building</i>   | <i>Stipulated Savings</i> | <i>Notes</i>         |
|---|---------------------------|----------------------|
| Arena – Lighting Improvements   | \$ 3,590                  | Engineering Estimate |
| Arena – Water Conservation  | \$ 235                    | Engineering Estimate |
| Aquatic – Lighting Improvements   | \$ 1,593                  | Engineering Estimate |
| Theater – Lighting Improvements   | \$ 620                    | Engineering Estimate |
| Theater – Water Conservation  | \$ 67                     | Engineering Estimate |
| <b>Total Operational Cost Stipulated Savings in First Guarantee Year:</b> | <b>\$ 6,105</b>           |                      |

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 H**  
**FACILITY OPERATING PARAMETERS &**  
**UTILITY SAVINGS CALCULATION METHODS**

One Time Operational & Maintenance Savings

| <i>FIM/Building</i>  | <i>Stipulated Savings</i> | <i>Notes</i> |
|--|---------------------------|--------------|
| <b>Design</b> - Front Entry lobby design   | \$ 237,000                |              |
| <b>Structural Reinforcement</b> - Install new support for 1 bad beam, and exterior splice plates for 6 additional Beams  | \$ 183,532                |              |
| <b>Drainage Around the Practice Rink</b> - Install new drain tile around the rink, pick up the downspouts                | \$ 14,506                 |              |
| <b>Dehumidification Modifications</b> - Add heat to the DHU, replace Desiccant Wheel, extend the duct sock down the rink | \$ 200,518                |              |
| <b>Design</b> - Design the building expansion  | \$ 83,000                 |              |
| <b>Pool &amp; Domestic Water Heating</b> - Replace boiler and water heater with new equipment                            | \$ 231,213                |              |
| <b>Replace Electrical Systems</b> - Replace electrical equipment in filter room  | \$ 128,234                |              |
| <b>Front Door and Window Replacement</b> - New windows and doors with ADA access   | \$ 181,141                |              |
| <b>Total One Time Operational Cost Stipulated Savings:</b>   | <b>\$ 1,349,141</b>       |              |

One time O&M Savings are operational savings associated with future expenditures by the Owner. Owner has agreed that performing the scopes of work that have associated one time O&M Savings will result in a reduction of future expenditures, which is being captured in this one time O&M Savings.

| Location   | Area     | ID# | Room                      | Room Type        | Qty | Fixture                         | Fixture Attributes          | kW    | kW Total | Burn | kWh   | Action     |
|------------|----------|-----|---------------------------|------------------|-----|---------------------------------|-----------------------------|-------|----------|------|-------|------------|
| City Arena | Interior | 1   | B2 Vestibule              | Vestibule        | 1   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Wrap 8' Surface             | 0.110 | 0.11     | 8760 | 964   | Retrofit   |
| City Arena | Interior | 2   | Lobby Area                | Lobby            | 8   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Wrap 8' Surface             | 0.110 | 0.88     | 4368 | 3,844 | Retrofit   |
| City Arena | Interior | 3   | Skate Sharpening Room     | Office - Private | 3   | 3L 32W LF4 T8 [1x ELE T8 IS NP] | Lensed Troffer 2x4 Recessed | 0.085 | 0.255    | 4368 | 1,114 | Retrofit   |
| City Arena | Interior | 4   | Recreation Open Office    | Office - Open    | 12  | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Lensed Troffer 2x4 Recessed | 0.058 | 0.696    | 2080 | 1,448 | Retrofit   |
| City Arena | Interior | 5   | Recreation Open Office    | Office - Open    | 2   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Lensed Troffer 2x4 Recessed | 0.058 | 0.116    | 8760 | 1,016 | Retrofit   |
| City Arena | Interior | 6   | Recreation Office #1      | Office - Private | 2   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Lensed Troffer 2x4 Recessed | 0.058 | 0.116    | 2080 | 241   | Retrofit   |
| City Arena | Interior | 7   | Recreation Office #2      | Office - Private | 2   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Lensed Troffer 2x4 Recessed | 0.110 | 0.22     | 2080 | 458   | Retrofit   |
| City Arena | Interior | 8   | Recreation Office #3      | Office - Private | 2   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Lensed Troffer 2x4 Recessed | 0.110 | 0.22     | 2080 | 458   | Retrofit   |
| City Arena | Interior | 9   | Rec Office Storage Closet | Storage          | 2   | 1L 60W INCS-M A19 [0x NULL]     | Porcelain Socket * Surface  | 0.060 | 0.12     | 520  | 62    | Relamp     |
| City Arena | Interior | 10  | Girls LR Hall             | Locker Room      | 2   | 2L 59W LF8 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface   | 0.108 | 0.216    | 1040 | 225   | Replace    |
| City Arena | Interior | 11  | Girls Hockey Storage      | Storage          | 1   | 1L 100W INCS-M A21 [0x NULL]    | Porcelain Socket * Surface  | 0.100 | 0.1      | 520  | 52    | Relamp     |
| City Arena | Interior | 12  | Girls LR                  | Locker Room      | 6   | 2L 59W LF8 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface   | 0.108 | 0.648    | 1040 | 674   | Replace    |
| City Arena | Interior | 13  | Girls LR                  | Locker Room      | 1   | 1L 9W LEDS-M A19 [0x NULL]      | Jelly Jar * Surface         | 0.009 | 0.009    | 1040 | 9     | Do Nothing |
| City Arena | Interior | 14  | Vending Area              | Lobby            | 5   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Wrap 4' Surface             | 0.058 | 0.29     | 2920 | 847   | Retrofit   |
| City Arena | Interior | 15  | Vending Area              | Lobby            | 1   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Wrap 4' Surface             | 0.058 | 0.058    | 8760 | 508   | Retrofit   |
| City Arena | Interior | 16  | Ref LR                    | Locker Room      | 1   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Wrap 4' Surface             | 0.058 | 0.058    | 1040 | 60    | Retrofit   |
| City Arena | Interior | 17  | Nystrom Corridor          | Hallway          | 5   | 3L 32W LF4 T8 [1x ELE T8 IS NP] | Lensed Troffer 2x4 Recessed | 0.085 | 0.425    | 2920 | 1,241 | Retrofit   |
| City Arena | Interior | 18  | Nystrom Corridor          | Hallway          | 3   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Lensed Troffer 2x4 Recessed | 0.110 | 0.33     | 2920 | 964   | Retrofit   |
| City Arena | Interior | 19  | Boys Varsity LR           | Locker Room      | 7   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Wrap 8' Surface             | 0.110 | 0.77     | 1040 | 801   | Replace    |
| City Arena | Interior | 20  | Boys Varsity LR           | Locker Room      | 2   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Wrap 4' Surface             | 0.058 | 0.116    | 1040 | 121   | Replace    |
| City Arena | Interior | 21  | Boys Varsity LR           | Locker Room      | 2   | 1L 100W INCS-M A21 [0x NULL]    | Jelly Jar * Surface         | 0.100 | 0.2      | 1040 | 208   | Relamp     |
| City Arena | Interior | 22  | Coaches LR Restroom       | Restroom         | 2   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Wrap 8' Surface             | 0.110 | 0.22     | 2920 | 642   | Retrofit   |
| City Arena | Interior | 23  | Coaches LR Restroom       | Restroom         | 1   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Wrap 4' Surface             | 0.058 | 0.058    | 2920 | 169   | Retrofit   |

| Location   | Area     | ID# | Qty | Proposed Solution         | Proposed Description  | Control | Control Hrs Saved | kW New | kWh New  | Total kW Saved | Total kWh Saved |
|------------|----------|-----|-----|---------------------------|---|---------|-------------------|--------|----------|----------------|-----------------|
| City Arena | Interior | 1   | 1   | SYLVANIA-448-9.5W-50K-DE  | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.038  | 332.88   | 0.072          | 630.72          |
| City Arena | Interior | 2   | 8   | SYLVANIA-448-9.5W-50K-DE  | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.304  | 1,327.87 | 0.576          | 2,515.97        |
| City Arena | Interior | 3   | 3   | SYLVANIA-348-9.5W-50K-DE  | Retrofit Fixture w/ (3) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.086  | 373.46   | 0.170          | 740.38          |
| City Arena | Interior | 4   | 12  | SYLVANIA-248-9.5W-50K-DE  | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.228  | 474.24   | 0.468          | 973.44          |
| City Arena | Interior | 5   | 2   | SYLVANIA-248-9.5W-50K-DE  | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.038  | 332.88   | 0.078          | 683.28          |
| City Arena | Interior | 6   | 2   | SYLVANIA-248-9.5W-50K-DE  | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.038  | 79.04    | 0.078          | 162.24          |
| City Arena | Interior | 7   | 2   | SYLVANIA-448-9.5W-50K-DE  | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.076  | 158.08   | 0.144          | 299.52          |
| City Arena | Interior | 8   | 2   | SYLVANIA-448-9.5W-50K-DE  | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.076  | 158.08   | 0.144          | 299.52          |
| City Arena | Interior | 9   | 2   | GC-VS-13W-A19-40K-1L      | 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent  |         | 0                 | 0.026  | 13.52    | 0.094          | 48.88           |
| City Arena | Interior | 10  | 2   | LITHONIA-CSVT-L96-49W-50K | 8' LED Vapor Tight Strip Fixture with Selectable Wattage and Color Temp - Fixture Set to 49W (6,000 Lumens) and 5000K               |         | 0                 | 0.098  | 101.92   | 0.118          | 122.72          |
| City Arena | Interior | 11  | 1   | GC-VS-13W-A19-40K-1L      | 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent  |         | 0                 | 0.013  | 6.76     | 0.087          | 45.24           |
| City Arena | Interior | 12  | 6   | LITHONIA-CSVT-L96-49W-50K | 8' LED Vapor Tight Strip Fixture with Selectable Wattage and Color Temp - Fixture Set to 49W (6,000 Lumens) and 5000K               |         | 0                 | 0.294  | 305.76   | 0.354          | 368.16          |
| City Arena | Interior | 13  | 1   | Do Nothing                | Do Nothing  |         | 0                 | 0.009  | 9.36     | 0.000          | 0.00            |
| City Arena | Interior | 14  | 5   | SYLVANIA-248-9.5W-50K-DE  | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.095  | 277.40   | 0.195          | 569.40          |
| City Arena | Interior | 15  | 1   | SYLVANIA-248-9.5W-50K-DE  | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.019  | 166.44   | 0.039          | 341.64          |
| City Arena | Interior | 16  | 1   | SYLVANIA-248-9.5W-50K-DE  | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.019  | 19.76    | 0.039          | 40.56           |
| City Arena | Interior | 17  | 5   | SYLVANIA-348-9.5W-50K-DE  | Retrofit Fixture w/ (3) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.143  | 416.10   | 0.283          | 824.90          |
| City Arena | Interior | 18  | 3   | SYLVANIA-448-9.5W-50K-DE  | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.114  | 332.88   | 0.216          | 630.72          |
| City Arena | Interior | 19  | 7   | LITHONIA-CSVT-L96-49W-50K | 8' LED Vapor Tight Strip Fixture with Selectable Wattage and Color Temp - Fixture Set to 49W (6,000 Lumens) and 5000K               |         | 0                 | 0.343  | 356.72   | 0.427          | 444.08          |
| City Arena | Interior | 20  | 2   | LITHONIA-CSVT-L48-24W-50K | 4' LED Vaportight Fixture with Selectable Wattage (24W/34W/42W) and CCT (35K/40K/50K) - Fixture Set to 24W (3,000 Lumens) and 5000K |         | 0                 | 0.048  | 49.92    | 0.068          | 70.72           |
| City Arena | Interior | 21  | 2   | GC-VS-13W-A19-40K-1L      | 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent  |         | 0                 | 0.026  | 27.04    | 0.174          | 180.96          |
| City Arena | Interior | 22  | 2   | SYLVANIA-448-9.5W-50K-DE  | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.076  | 221.92   | 0.144          | 420.48          |
| City Arena | Interior | 23  | 1   | SYLVANIA-248-9.5W-50K-DE  | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                                   |         | 0                 | 0.019  | 55.48    | 0.039          | 113.88          |



| Location   | Area     | ID# | Room                      | Room Type             | Qty | Fixture                                 | Fixture Attributes          | kW    | kW Total | Burn | kWh    | Action     |
|------------|----------|-----|---------------------------|-----------------------|-----|---|-----------------------------|-------|----------|------|--------|------------|
| City Arena | Interior | 24  | Coaches LR Restroom       | Restroom              | 2   | 2L 17W LL4B T8 [2x INTEGRATED]          | Vanity 4' Wall              | 0.034 | 0.068    | 2920 | 199    | Relamp     |
| City Arena | Interior | 25  | Coaches LR                | Locker Room           | 3   | 4L 32W LF4 T8 [1x ELE T8 IS NP]         | Wrap 8' Surface             | 0.110 | 0.33     | 1040 | 343    | Retrofit   |
| City Arena | Interior | 26  | Coaches LR                | Locker Room           | 1   | 2L 15W LED Linear Board [1x LED DRIVER] | Strip 4' Surface            | 0.030 | 0.03     | 1040 | 31     | Do Nothing |
| City Arena | Interior | 27  | Coaches LR                | Locker Room           | 1   | 1L 9W LEDS-M A19 [0x NULL]              | Jelly Jar * Surface         | 0.009 | 0.009    | 1040 | 9      | Do Nothing |
| City Arena | Interior | 28  | Laundry Room              | Storage               | 1   | 1L 10W LEDS-M A19 [0x NULL]             | Porcelain Socket * Surface  | 0.010 | 0.01     | 520  | 5      | Do Nothing |
| City Arena | Interior | 29  | LR Hallway                | Locker Room           | 4   | 2L 32W LF4 T8 [1x ELE T8 IS NP]         | Wrap 4' Surface             | 0.058 | 0.232    | 2920 | 677    | Replace    |
| City Arena | Interior | 30  | Locker Room A             | Locker Room           | 2   | 2L 32W LF4 T8 [1x ELE T8 IS NP]         | Wrap 4' Surface             | 0.058 | 0.116    | 2080 | 241    | Replace    |
| City Arena | Interior | 31  | Locker Room B             | Locker Room           | 3   | 2L 32W LF4 T8 [1x ELE T8 IS NP]         | Wrap 4' Surface             | 0.058 | 0.174    | 2080 | 362    | Replace    |
| City Arena | Interior | 32  | Locker Room C             | Locker Room           | 3   | 2L 32W LF4 T8 [1x ELE T8 IS NP]         | Wrap 4' Surface             | 0.058 | 0.174    | 2080 | 362    | Replace    |
| City Arena | Interior | 33  | Locker Room D             | Locker Room           | 3   | 2L 32W LF4 T8 [1x ELE T8 IS NP]         | Wrap 4' Surface             | 0.058 | 0.174    | 2080 | 362    | Replace    |
| City Arena | Interior | 34  | Shower Room               | Locker Room           | 2   | 1L 14W LED COB [1x LED DRIVER]          | Jelly Jar * Surface         | 0.014 | 0.028    | 2080 | 58     | Do Nothing |
| City Arena | Interior | 35  | C1 Vestibule              | Vestibule             | 1   | 2L 32W LF4 T8 [1x ELE T8 IS NP]         | Vaportight 4' Wall          | 0.058 | 0.058    | 8760 | 508    | Retrofit   |
| City Arena | Interior | 36  | SE Stairwell              | Stairwell             | 1   | 2L 40W LF4 T12 [1x MAG]                 | Vaportight 4' Wall          | 0.097 | 0.097    | 4368 | 424    | Retrofit   |
| City Arena | Interior | 37  | Upstairs Room B           | Multipurpose          | 29  | 3L 32W LF4 T8 [1x ELE T8 IS NP]         | Lensed Troffer 2x4 Recessed | 0.085 | 2.465    | 1460 | 3,599  | Retrofit   |
| City Arena | Interior | 38  | Upstairs Room B           | Multipurpose          | 3   | 2L 32W LF4 T8 [1x ELE T8 IS NP]         | Wrap 4' Surface             | 0.058 | 0.174    | 1460 | 254    | Retrofit   |
| City Arena | Interior | 39  | Upstairs Room B           | Multipurpose          | 3   | 4L 32W LF4 T8 [1x ELE T8 IS NP]         | Lensed Troffer 2x4 Recessed | 0.110 | 0.33     | 1460 | 482    | Retrofit   |
| City Arena | Interior | 40  | Upstairs Room B           | Multipurpose          | 2   | 2L 60W LF8 T12 [1x MAG]                 | Standard Strip 8' Surface   | 0.113 | 0.226    | 1460 | 330    | Retrofit   |
| City Arena | Interior | 41  | NE Stairwell              | Stairwell             | 1   | 2L 40W LF4 T12 [1x MAG]                 | Vaportight 4' Wall          | 0.097 | 0.097    | 4368 | 424    | Retrofit   |
| City Arena | Interior | 42  | NE Stairwell              | Stairwell             | 1   | 1L 10W LEDS-M A19 [0x NULL]             | Porcelain Socket * Surface  | 0.010 | 0.01     | 4368 | 44     | Do Nothing |
| City Arena | Interior | 43  | Roy Nystrom Arena         | Multipurpose          | 50  | 6L 54W LF4 T5 [3x ELE T5 HO]            | Highbay 2x4 Suspended       | 0.360 | 18       | 4368 | 78,624 | Replace    |
| City Arena | Interior | 44  | Roy Nystrom Arena         | Multipurpose          | 6   | 6L 54W LF4 T5 [3x ELE T5 HO]            | Highbay 2x4 Suspended       | 0.360 | 2.16     | 1460 | 3,154  | Remove     |
| City Arena | Interior | 45  | Roy Nystrom Arena         | Multipurpose          | 22  | 2L 59W LF8 T8 [1x ELE T8 IS NP]         | Standard Strip 8' Surface   | 0.108 | 2.376    | 1460 | 3,469  | Retrofit   |
| City Arena | Interior | 46  | Storage Under Radio Booth | Stairwell             | 1   | 2L 60W LF8 T12 [1x MAG]                 | Standard Strip 8' Surface   | 0.113 | 0.113    | 520  | 59     | Retrofit   |
| City Arena | Interior | 47  | Nystrom Storage Room      | Storage               | 5   | 1L 10W LEDS-M A19 [0x NULL]             | Porcelain Socket * Surface  | 0.010 | 0.05     | 520  | 26     | Do Nothing |
| City Arena | Interior | 48  | Zamboni Room              | Electrical/Mechanical | 3   | 4L 32W LF4 T8 [1x ELE T8 IS NP]         | Standard Strip 8' Surface   | 0.110 | 0.33     | 4368 | 1,441  | Retrofit   |
| City Arena | Interior | 49  | Zamboni Mechanical I      | Electrical/Mechanical | 6   | 4L 17W LL4B T8 [4x INTEGRATED]          | Standard Strip 8' Surface   | 0.051 | 0.306    | 4368 | 1,337  | Relamp     |

| Location   | Area     | ID# | Qty | Proposed Solution   | Proposed Description  | Control                   | Control Hrs Saved | kW New | kWh New   | Total kW Saved | Total kWh Saved |
|------------|----------|-----|-----|---|---|---------------------------|-------------------|--------|-----------|----------------|-----------------|
| City Arena | Interior | 24  | 2   | SYLVANIA-248-9.5W-50K-DE                                    | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens   |                           | 0                 | 0.038  | 110.96    | 0.030          | 87.60           |
| City Arena | Interior | 25  | 3   | SYLVANIA-448-9.5W-50K-DE                                    | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens   |                           | 0                 | 0.114  | 118.56    | 0.216          | 224.64          |
| City Arena | Interior | 26  | 1   | Do Nothing  | Do Nothing  |                           | 0                 | 0.030  | 31.20     | 0.000          | 0.00            |
| City Arena | Interior | 27  | 1   | Do Nothing  | Do Nothing  |                           | 0                 | 0.009  | 9.36      | 0.000          | 0.00            |
| City Arena | Interior | 28  | 1   | Do Nothing  | Do Nothing  |                           | 0                 | 0.010  | 5.20      | 0.000          | 0.00            |
| City Arena | Interior | 29  | 4   | LITHONIA-CSVT-L48-24W-50K                                   | 4' LED Vaportight Fixture with Selectable Wattage (24W/34W/42W) and CCT (35K/40K/50K) - Fixture Set to 24W (3,000 Lumens) and 5000K                                       |                           | 0                 | 0.096  | 280.32    | 0.136          | 397.12          |
| City Arena | Interior | 30  | 2   | LITHONIA-CSVT-L48-24W-50K                                   | 4' LED Vaportight Fixture with Selectable Wattage (24W/34W/42W) and CCT (35K/40K/50K) - Fixture Set to 24W (3,000 Lumens) and 5000K                                       | WSXA WH - SS Decora (1)   | 624               | 0.048  | 69.89     | 0.068          | 171.39          |
| City Arena | Interior | 31  | 3   | LITHONIA-CSVT-L48-24W-50K                                   | 4' LED Vaportight Fixture with Selectable Wattage (24W/34W/42W) and CCT (35K/40K/50K) - Fixture Set to 24W (3,000 Lumens) and 5000K                                       | WSXA WH - SS Decora (1)   | 624               | 0.072  | 104.83    | 0.102          | 257.09          |
| City Arena | Interior | 32  | 3   | LITHONIA-CSVT-L48-24W-50K                                   | 4' LED Vaportight Fixture with Selectable Wattage (24W/34W/42W) and CCT (35K/40K/50K) - Fixture Set to 24W (3,000 Lumens) and 5000K                                       | WSXA WH - SS Decora (1)   | 624               | 0.072  | 104.83    | 0.102          | 257.09          |
| City Arena | Interior | 33  | 3   | LITHONIA-CSVT-L48-24W-50K                                   | 4' LED Vaportight Fixture with Selectable Wattage (24W/34W/42W) and CCT (35K/40K/50K) - Fixture Set to 24W (3,000 Lumens) and 5000K                                       | WSXA WH - SS Decora (1)   | 624               | 0.072  | 104.83    | 0.102          | 257.09          |
| City Arena | Interior | 34  | 2   | Do Nothing  | Do Nothing  |                           | 0                 | 0.028  | 58.24     | 0.000          | 0.00            |
| City Arena | Interior | 35  | 1   | SYLVANIA-248-9.5W-50K-DE                                    | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens   |                           | 0                 | 0.019  | 166.44    | 0.039          | 341.64          |
| City Arena | Interior | 36  | 1   | SYLVANIA-248-9.5W-50K-DE                                    | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens   |                           | 0                 | 0.019  | 82.99     | 0.078          | 340.70          |
| City Arena | Interior | 37  | 29  | SYLVANIA-348-9.5W-50K-DE                                    | Retrofit Fixture w/ (3) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens   |                           | 0                 | 0.827  | 1,206.69  | 1.639          | 2,392.21        |
| City Arena | Interior | 38  | 3   | SYLVANIA-248-9.5W-50K-DE                                    | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens   |                           | 0                 | 0.057  | 83.22     | 0.117          | 170.82          |
| City Arena | Interior | 39  | 3   | SYLVANIA-448-9.5W-50K-DE                                    | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens   |                           | 0                 | 0.114  | 166.44    | 0.216          | 315.36          |
| City Arena | Interior | 40  | 2   | SYLVANIA-448-9.5W-50K-DE-KS18WR6                            | Retrofit Fixture w/ 6" White Enamel Reflector & Universal Bracket w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                        |                           | 0                 | 0.076  | 110.96    | 0.150          | 219.00          |
| City Arena | Interior | 41  | 1   | SYLVANIA-248-15W-50K-DE                                     | Retrofit Fixture w/ (2) x 15W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 2,200 Nominal Lumens  |                           | 0                 | 0.030  | 131.04    | 0.067          | 292.66          |
| City Arena | Interior | 42  | 1   | Do Nothing  | Do Nothing  |                           | 0                 | 0.010  | 43.68     | 0.000          | 0.00            |
| City Arena | Interior | 43  | 50  | LITHONIA-IBG-284W-50K-SEF-AFL-RIO-WGX-CPTLW15FT-DWH-IBAC240 | General Distribution, and White Finish - Includes Wire Guard, 120V Twist-Lock 15' Cord & Plug, Set of 20' Aircraft Cables, and nLight AIR (wireless) Gen 2 Control Device | LITHONIA-RPODBA 4S DX (2) | 0                 | 14.200 | 62,025.60 | 3.800          | 16,598.40       |
| City Arena | Interior | 44  | 0   | Remove  | Remove Fixtures   |                           | 0                 | 0.000  | 0.00      | 2.160          | 3,153.60        |
| City Arena | Interior | 45  | 22  | SYLVANIA-448-15W-50K-DE-KS18WR6                             | 4L 8' Strip Retrofit Kit w/ 6" White Enamel Reflector & Universal Bracket - Includes (4) x 15W 4' LED Type B Dimmable T8 Lamp 5000K - 2,200 Nominal Lumens                | NLIGHT-RPP20-D (2)        | 0                 | 1.320  | 1,927.20  | 1.056          | 1,541.76        |
| City Arena | Interior | 46  | 1   | SYLVANIA-448-9.5W-50K-DE-KS18WR6                            | Retrofit Fixture w/ 6" White Enamel Reflector & Universal Bracket w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                        |                           | 0                 | 0.038  | 19.76     | 0.075          | 39.00           |
| City Arena | Interior | 47  | 5   | Do Nothing  | Do Nothing  |                           | 0                 | 0.050  | 26.00     | 0.000          | 0.00            |
| City Arena | Interior | 48  | 3   | SYLVANIA-448-15W-50K-DE                                     | Retrofit Fixture w/ (4) x 15W 4' LED Type B Dimmable T8 Lamp 5000K - 2,200 Nominal Lumens   |                           | 0                 | 0.180  | 786.24    | 0.150          | 655.20          |
| City Arena | Interior | 49  | 6   | SYLVANIA-448-15W-50K-DE                                     | Retrofit Fixture w/ (4) x 15W 4' LED Type B Dimmable T8 Lamp 5000K - 2,200 Nominal Lumens   |                           | 0                 | 0.360  | 1,572.48  | -0.054         | -235.87         |

| Location   | Area     | ID#  | Room                         | Room Type             | Qty | Fixture                         | Fixture Attributes            | kW    | kW Total | Burn | kWh    | Action     |
|------------|----------|------|------------------------------|-----------------------|-----|---------------------------------|-------------------------------|-------|----------|------|--------|------------|
| City Arena | Interior | 50   | Zamboni Mechanical I         | Electrical/Mechanical | 2   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface     | 0.110 | 0.22     | 4368 | 961    | Retrofit   |
| City Arena | Interior | 51   | Zamboni Mechanical II        | Electrical/Mechanical | 3   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Turret Industrial 4' Surface  | 0.058 | 0.174    | 4368 | 760    | Retrofit   |
| City Arena | Interior | 52   | Carol Colstrup Arena         | Multipurpose          | 66  | 4L 54W LF4 T5 [2x ELE T5 HO]    | Highbay 2x4 Suspended         | 0.240 | 15.84    | 4368 | 69,189 | Replace    |
| City Arena | Interior | 53   | Colstrup Corridor            | Hallway               | 5   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Turret Industrial 4' Surface  | 0.058 | 0.29     | 2920 | 847    | Replace    |
| City Arena | Interior | 54   | Colstrup Corridor Mechanical | Electrical/Mechanical | 1   | 1L 100W INCS-M A21 [0x NULL]    | Porcelain Socket * Surface    | 0.100 | 0.1      | 520  | 52     | Relamp     |
| City Arena | Interior | 55   | Locker Room 5                | Locker Room           | 4   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Turret Industrial 4' Surface  | 0.058 | 0.232    | 2080 | 483    | Replace    |
| City Arena | Interior | 56   | Locker Room 5                | Locker Room           | 2   | 1L 9W LEDS-M A19 [0x NULL]      | Jelly Jar * Surface           | 0.009 | 0.018    | 2080 | 37     | Do Nothing |
| City Arena | Interior | 57   | Locker Room 4                | Locker Room           | 4   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Turret Industrial 4' Surface  | 0.058 | 0.232    | 2080 | 483    | Replace    |
| City Arena | Interior | 58   | Locker Room 3                | Locker Room           | 4   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Turret Industrial 4' Surface  | 0.058 | 0.232    | 2080 | 483    | Replace    |
| City Arena | Interior | 59   | Locker Room 2                | Locker Room           | 4   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Turret Industrial 4' Surface  | 0.058 | 0.232    | 2080 | 483    | Replace    |
| City Arena | Interior | 60   | HOF Corridor                 | Hallway               | 3   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Wrap 8' Surface               | 0.110 | 0.33     | 8760 | 2,891  | Retrofit   |
| City Arena | Interior | 61   | HOF Corridor                 | Hallway               | 1   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Wrap 4' Surface               | 0.058 | 0.058    | 8760 | 508    | Retrofit   |
| City Arena | Interior | 62   | HOF Corridor                 | Hallway               | 6   | 1L 9W LEDS-M A19 [0x NULL]      | Track Flood Surface           | 0.009 | 0.054    | 8760 | 473    | Do Nothing |
| City Arena | Interior | 63   | Locker Room 1                | Locker Room           | 6   | 2L 17W LL4B T8 [2x INTEGRATED]  | Wrap 4' Surface               | 0.034 | 0.204    | 2080 | 424    | Replace    |
| City Arena | Interior | 63.1 | Locker Room 1                | Locker Room           | 6   | 2L 17W LL4B T8 [2x INTEGRATED]  | Wrap 4' Surface               | 0.034 | 0.204    | 2080 | 424    | Remove     |
| City Arena | Interior | 64   | Mens Restroom                | Restroom              | 1   | 4L 17W LL4B T8 [4x INTEGRATED]  | Standard Strip 8' Surface     | 0.051 | 0.051    | 2920 | 149    | Relamp     |
| City Arena | Interior | 65   | Mens Restroom                | Restroom              | 1   | 2L 59W LF8 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface     | 0.108 | 0.108    | 2920 | 315    | Retrofit   |
| City Arena | Interior | 66   | Mop Closet                   | Custodial             | 1   | 1L 10W LEDS-M A19 [0x NULL]     | Porcelain Socket * Surface    | 0.010 | 0.01     | 520  | 5      | Do Nothing |
| City Arena | Interior | 67   | Womens Restroom              | Restroom              | 3   | 2L 59W LF8 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface     | 0.108 | 0.324    | 2920 | 946    | Retrofit   |
| City Arena | Interior | 68   | Concession Stand             | Kitchen               | 4   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Wrap 8' Surface               | 0.110 | 0.44     | 1460 | 642    | Retrofit   |
| City Arena | Interior | 69   | Concession Electrical        | Electrical/Mechanical | 2   | 1L 23W CFS-M SPIRAL [0x NULL]   | Porcelain Socket * Surface    | 0.023 | 0.046    | 520  | 24     | Relamp     |
| City Arena | Interior | 70   | Waldorf LR Area              | Locker Room           | 12  | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Economy Industrial 8' Surface | 0.110 | 1.32     | 2080 | 2,746  | Retrofit   |
| City Arena | Interior | 71   | Waldorf LR Area              | Locker Room           | 3   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface     | 0.110 | 0.33     | 2080 | 686    | Retrofit   |
| City Arena | Interior | 72   | Waldorf LR Area              | Locker Room           | 6   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface     | 0.110 | 0.66     | 2080 | 1,373  | Retrofit   |
| City Arena | Interior | 73   | Storage Room 7 (Waldorf)     | Locker Room           | 6   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface     | 0.110 | 0.66     | 2080 | 1,373  | Retrofit   |
| City Arena | Interior | 74   | Storage Room 7 (Waldorf)     | Locker Room           | 1   | 2L 40W LF4 T12 [1x MAG]         | Standard Strip 4' Surface     | 0.097 | 0.097    | 2080 | 202    | Retrofit   |

| Location   | Area     | ID#  | Qty | Proposed Solution                                       | Proposed Description   | Control                   | Control Hrs Saved | kW New | kWh New   | Total kW Saved | Total kWh Saved |
|------------|----------|------|-----|---|--|---------------------------|-------------------|--------|-----------|----------------|-----------------|
| City Arena | Interior | 50   | 2   | SYLVANIA-448-15W-50K-DE                                 | Retrofit Fixture w/ (4) x 15W 4' LED Type B Dimmable T8 Lamp 5000K - 2,200 Nominal Lumens  |                           | 0                 | 0.120  | 524.16    | 0.100          | 436.80          |
| City Arena | Interior | 51   | 3   | SYLVANIA-248-15W-50K-DE                                 | Retrofit Fixture w/ (2) x 15W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 2,200 Nominal Lumens   |                           | 0                 | 0.090  | 393.12    | 0.084          | 366.91          |
| City Arena | Interior | 52   | 66  | LITHONIA-IBG-144W-50K-SEF-AFL-RIO-WGX-CPSBW-DWH-IBAC120 | General Distribution, and White Finish - Includes Wire Guard, 120V Straight Blade 6' Cord & Plug, Set of 10' Aircraft Cables, and nLight AIR (wireless) Gen 2 Control Device | LITHONIA-RPODBA 4S DX (2) | 0                 | 9.504  | 41,513.47 | 6.336          | 27,675.65       |
| City Arena | Interior | 53   | 5   | LITHONIA-CSVT-L48-24W-50K                               | 4' LED Vaportight Fixture with Selectable Wattage (24W/34W/42W) and CCT (35K/40K/50K) - Fixture Set to 24W (3,000 Lumens) and 5000K  |                           | 0                 | 0.120  | 350.40    | 0.170          | 496.40          |
| City Arena | Interior | 54   | 1   | GC-VS-13W-A19-40K-1L                                    | 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent   |                           | 0                 | 0.013  | 6.76      | 0.087          | 45.24           |
| City Arena | Interior | 55   | 4   | LITHONIA-CSVT-L48-24W-50K                               | 4' LED Vaportight Fixture with Selectable Wattage (24W/34W/42W) and CCT (35K/40K/50K) - Fixture Set to 24W (3,000 Lumens) and 5000K  | WSXA WH - SS Decora (1)   | 624               | 0.096  | 139.78    | 0.136          | 342.78          |
| City Arena | Interior | 56   | 2   | Do Nothing  | Do Nothing   |                           | 0                 | 0.018  | 37.44     | 0.000          | 0.00            |
| City Arena | Interior | 57   | 4   | LITHONIA-CSVT-L48-24W-50K                               | 4' LED Vaportight Fixture with Selectable Wattage (24W/34W/42W) and CCT (35K/40K/50K) - Fixture Set to 24W (3,000 Lumens) and 5000K  | WSXA WH - SS Decora (1)   | 624               | 0.096  | 139.78    | 0.136          | 342.78          |
| City Arena | Interior | 58   | 4   | LITHONIA-CSVT-L48-24W-50K                               | 4' LED Vaportight Fixture with Selectable Wattage (24W/34W/42W) and CCT (35K/40K/50K) - Fixture Set to 24W (3,000 Lumens) and 5000K  | WSXA WH - SS Decora (1)   | 624               | 0.096  | 139.78    | 0.136          | 342.78          |
| City Arena | Interior | 59   | 4   | LITHONIA-CSVT-L48-24W-50K                               | 4' LED Vaportight Fixture with Selectable Wattage (24W/34W/42W) and CCT (35K/40K/50K) - Fixture Set to 24W (3,000 Lumens) and 5000K  | WSXA WH - SS Decora (1)   | 624               | 0.096  | 139.78    | 0.136          | 342.78          |
| City Arena | Interior | 60   | 3   | SYLVANIA-448-9.5W-50K-DE                                | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |                           | 0                 | 0.114  | 998.64    | 0.216          | 1,892.16        |
| City Arena | Interior | 61   | 1   | SYLVANIA-248-9.5W-50K-DE                                | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |                           | 0                 | 0.019  | 166.44    | 0.039          | 341.64          |
| City Arena | Interior | 62   | 6   | Do Nothing  | Do Nothing   |                           | 0                 | 0.054  | 473.04    | 0.000          | 0.00            |
| City Arena | Interior | 63   | 6   | LITHONIA-CSVT-L96-49W-50K                               | 8' LED Vapor Tight Strip Fixture with Selectable Wattage and Color Temp - Fixture Set to 49W (6,000 Lumens) and 5000K  | WSXA WH - SS Decora (1)   | 624               | 0.294  | 428.06    | -0.090         | -3.74           |
| City Arena | Interior | 63.1 | 0   | Remove  | Remove Fixtures  |                           | 0                 | 0.000  | 0.00      | 0.204          | 424.32          |
| City Arena | Interior | 64   | 1   | SYLVANIA-448-9.5W-50K-DE                                | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |                           | 0                 | 0.038  | 110.96    | 0.013          | 37.96           |
| City Arena | Interior | 65   | 1   | SYLVANIA-448-9.5W-50K-DE-KS18WR6                        | Retrofit Fixture w/ 6" White Enamel Reflector & Universal Bracket w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                           |                           | 0                 | 0.038  | 110.96    | 0.070          | 204.40          |
| City Arena | Interior | 66   | 1   | Do Nothing  | Do Nothing   |                           | 0                 | 0.010  | 5.20      | 0.000          | 0.00            |
| City Arena | Interior | 67   | 3   | SYLVANIA-448-9.5W-50K-DE-KS18WR6                        | Retrofit Fixture w/ 6" White Enamel Reflector & Universal Bracket w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                           |                           | 0                 | 0.114  | 332.88    | 0.210          | 613.20          |
| City Arena | Interior | 68   | 4   | SYLVANIA-448-9.5W-50K-DE                                | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |                           | 0                 | 0.152  | 221.92    | 0.288          | 420.48          |
| City Arena | Interior | 69   | 2   | GC-VS-13W-A19-40K-1L                                    | 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent   |                           | 0                 | 0.026  | 13.52     | 0.020          | 10.40           |
| City Arena | Interior | 70   | 12  | SYLVANIA-448-9.5W-50K-DE                                | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |                           | 0                 | 0.456  | 948.48    | 0.864          | 1,797.12        |
| City Arena | Interior | 71   | 3   | SYLVANIA-448-9.5W-50K-DE                                | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |                           | 0                 | 0.114  | 237.12    | 0.216          | 449.28          |
| City Arena | Interior | 72   | 6   | SYLVANIA-448-9.5W-50K-DE                                | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |                           | 0                 | 0.228  | 474.24    | 0.432          | 898.56          |
| City Arena | Interior | 73   | 6   | SYLVANIA-448-9.5W-50K-DE                                | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |                           | 0                 | 0.228  | 474.24    | 0.432          | 898.56          |
| City Arena | Interior | 74   | 1   | SYLVANIA-248-9.5W-50K-DE-KS14WR6                        | Retrofit Fixture w/ 6" White Enamel Reflector & Universal Bracket w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens                           |                           | 0                 | 0.019  | 39.52     | 0.078          | 162.24          |

| Location   | Area     | ID#  | Room                   | Room Type        | Qty | Fixture                         | Fixture Attributes          | kW    | kW Total | Burn | kWh   | Action     |
|------------|----------|------|------------------------|------------------|-----|---------------------------------|-----------------------------|-------|----------|------|-------|------------|
| City Arena | Interior | 75   | Storage Corridor       | Hallway          | 5   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Pendant   | 0.110 | 0.55     | 4368 | 2,402 | Retrofit   |
| City Arena | Interior | 76   | Storage Corridor       | Hallway          | 1   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface   | 0.110 | 0.11     | 4368 | 480   | Retrofit   |
| City Arena | Interior | 77   | Storage Room 6         | Storage          | 5   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface   | 0.110 | 0.55     | 520  | 286   | Retrofit   |
| City Arena | Interior | 78   | Storage Room 6         | Storage          | 1   | 2L 40W LF4 T12 [1x MAG]         | Standard Strip 4' Surface   | 0.097 | 0.097    | 520  | 50    | Retrofit   |
| City Arena | Interior | 79   | Storage Room 5         | Storage          | 5   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface   | 0.110 | 0.55     | 520  | 286   | Retrofit   |
| City Arena | Interior | 80   | Storage Room 4         | Storage          | 2   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface   | 0.110 | 0.22     | 520  | 114   | Retrofit   |
| City Arena | Interior | 81   | Storage Room 4         | Storage          | 1   | 2L 40W LF4 T12 [1x MAG]         | Standard Strip 4' Surface   | 0.097 | 0.097    | 520  | 50    | Retrofit   |
| City Arena | Interior | 82   | Storage Room 3         | Storage          | 2   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface   | 0.110 | 0.22     | 520  | 114   | Retrofit   |
| City Arena | Interior | 83   | Storage Room 3         | Storage          | 1   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 4' Surface   | 0.058 | 0.058    | 520  | 30    | Retrofit   |
| City Arena | Interior | 84   | Storage Room 2         | Storage          | 5   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface   | 0.110 | 0.55     | 520  | 286   | Retrofit   |
| City Arena | Interior | 85   | Storage Room 2         | Storage          | 1   | 2L 40W LF4 T12 [1x MAG]         | Standard Strip 4' Surface   | 0.097 | 0.097    | 520  | 50    | Retrofit   |
| City Arena | Interior | 86   | Storage Room 1         | Storage          | 5   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface   | 0.110 | 0.55     | 520  | 286   | Retrofit   |
| City Arena | Interior | 87   | Storage Room 1         | Storage          | 1   | 2L 40W LF4 T12 [1x MAG]         | Standard Strip 4' Surface   | 0.097 | 0.097    | 520  | 50    | Retrofit   |
| City Arena | Interior | 88   | Maintenance Shop       | Shop             | 5   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface   | 0.110 | 0.55     | 2080 | 1,144 | Retrofit   |
| City Arena | Interior | 89   | Maintenance Shop       | Shop             | 1   | 1L 32W LF4 T8 [1x ELE T8 IS NP] | Narrow Strip 4' Surface     | 0.032 | 0.032    | 520  | 17    | Retrofit   |
| City Arena | Interior | 90   | Center Storage Room    | Custodial        | 5   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface   | 0.110 | 0.55     | 2080 | 1,144 | Retrofit   |
| City Arena | Interior | 91   | Trophy Case Corridor   | Hallway          | 6   | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Lensed Troffer 2x4 Recessed | 0.110 | 0.66     | 2920 | 1,927 | Retrofit   |
| City Arena | Interior | 92   | Meeting Room           | Meeting Room     | 10  | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Lensed Troffer 2x4 Recessed | 0.110 | 1.1      | 1460 | 1,606 | Replace    |
| City Arena | Interior | 92.1 | Meeting Room           | Meeting Room     | 0   | 4L 32W LF4 T8 [1x ELE T8 IS NP] |                             | 0.000 | 0        | 0    | 0     | Install    |
| City Arena | Interior | 93   | Figure Skating Coaches | Office - Private | 2   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 4' Surface   | 0.058 | 0.116    | 520  | 60    | Retrofit   |
| City Arena | Interior | 94   | NE Womens              | Restroom         | 4   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Lensed Troffer 2x4 Recessed | 0.058 | 0.232    | 2920 | 677   | Retrofit   |
| City Arena | Interior | 95   | NE Womens              | Restroom         | 1   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Vanity 4' Surface           | 0.058 | 0.058    | 2920 | 169   | Retrofit   |
| City Arena | Interior | 96   | NE Custodial           | Custodial        | 1   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Wrap 4' Surface             | 0.058 | 0.058    | 520  | 30    | Retrofit   |
| City Arena | Interior | 97   | NE Custodial           | Custodial        | 1   | 1L 10W LEDS-M A19 [0x NULL]     | Porcelain Socket * Surface  | 0.010 | 0.01     | 520  | 5     | Do Nothing |
| City Arena | Interior | 98   | NE Mens                | Restroom         | 4   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Lensed Troffer 2x4 Recessed | 0.058 | 0.232    | 2920 | 677   | Retrofit   |
| City Arena | Interior | 99   | NE Mens                | Restroom         | 1   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Vanity 4' Surface           | 0.058 | 0.058    | 2920 | 169   | Retrofit   |

| Location   | Area     | ID#  | Qty | Proposed Solution                | Proposed Description   | Control | Control Hrs Saved | kW New | kWh New | Total kW Saved | Total kWh Saved |
|------------|----------|------|-----|----------------------------------|--|---------|-------------------|--------|---------|----------------|-----------------|
| City Arena | Interior | 75   | 5   | SYLVANIA-448-9.5W-50K-DE         | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.190  | 829.92  | 0.360          | 1,572.48        |
| City Arena | Interior | 76   | 1   | SYLVANIA-448-9.5W-50K-DE         | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.038  | 165.98  | 0.072          | 314.50          |
| City Arena | Interior | 77   | 5   | SYLVANIA-448-9.5W-50K-DE         | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.190  | 98.80   | 0.360          | 187.20          |
| City Arena | Interior | 78   | 1   | SYLVANIA-248-9.5W-50K-DE-KS14WR6 | Retrofit Fixture w/ 6" White Enamel Reflector & Universal Bracket w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens |         | 0                 | 0.019  | 9.88    | 0.078          | 40.56           |
| City Arena | Interior | 79   | 5   | SYLVANIA-448-9.5W-50K-DE         | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.190  | 98.80   | 0.360          | 187.20          |
| City Arena | Interior | 80   | 2   | SYLVANIA-448-9.5W-50K-DE         | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.076  | 39.52   | 0.144          | 74.88           |
| City Arena | Interior | 81   | 1   | SYLVANIA-248-9.5W-50K-DE-KS14WR6 | Retrofit Fixture w/ 6" White Enamel Reflector & Universal Bracket w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens |         | 0                 | 0.019  | 9.88    | 0.078          | 40.56           |
| City Arena | Interior | 82   | 2   | SYLVANIA-448-9.5W-50K-DE         | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.076  | 39.52   | 0.144          | 74.88           |
| City Arena | Interior | 83   | 1   | SYLVANIA-248-9.5W-50K-DE         | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.019  | 9.88    | 0.039          | 20.28           |
| City Arena | Interior | 84   | 5   | SYLVANIA-448-9.5W-50K-DE         | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.190  | 98.80   | 0.360          | 187.20          |
| City Arena | Interior | 85   | 1   | SYLVANIA-248-9.5W-50K-DE-KS14WR6 | Retrofit Fixture w/ 6" White Enamel Reflector & Universal Bracket w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens |         | 0                 | 0.019  | 9.88    | 0.078          | 40.56           |
| City Arena | Interior | 86   | 5   | SYLVANIA-448-9.5W-50K-DE         | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.190  | 98.80   | 0.360          | 187.20          |
| City Arena | Interior | 87   | 1   | SYLVANIA-248-9.5W-50K-DE-KS14WR6 | Retrofit Fixture w/ 6" White Enamel Reflector & Universal Bracket w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens |         | 0                 | 0.019  | 9.88    | 0.078          | 40.56           |
| City Arena | Interior | 88   | 5   | SYLVANIA-448-15W-50K-DE          | Retrofit Fixture w/ (4) x 15W 4' LED Type B Dimmable T8 Lamp 5000K - 2,200 Nominal Lumens  |         | 0                 | 0.300  | 624.00  | 0.250          | 520.00          |
| City Arena | Interior | 89   | 1   | SYLVANIA-148-15W-50K-DE          | Retrofit Fixture w/ (1) x 15W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 2,200 Nominal Lumens   |         | 0                 | 0.015  | 7.80    | 0.017          | 8.84            |
| City Arena | Interior | 90   | 5   | SYLVANIA-448-9.5W-50K-DE         | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.190  | 395.20  | 0.360          | 748.80          |
| City Arena | Interior | 91   | 6   | SYLVANIA-448-9.5W-50K-DE         | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.228  | 665.76  | 0.432          | 1,261.44        |
| City Arena | Interior | 92   | 10  | SYLVANIA-PANELF4B-30W-40K-24GWH  | 30W LED 2x4 Flat Panel Fixture with Selectable Wattage and CCT - Fixture Set to 30W and 4000K  |         | 0                 | 0.300  | 438.00  | 0.800          | 1,168.00        |
| City Arena | Interior | 92.1 | 10  | SYLVANIA-PANELF4B-30W-40K-24GWH  | 30W LED 2x4 Flat Panel Fixture with Selectable Wattage and CCT - Fixture Set to 30W and 4000K  |         | 0                 | 0.300  | 438.00  | -0.300         | -438.00         |
| City Arena | Interior | 93   | 2   | SYLVANIA-248-9.5W-50K-DE         | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.038  | 19.76   | 0.078          | 40.56           |
| City Arena | Interior | 94   | 4   | SYLVANIA-248-9.5W-50K-DE         | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.076  | 221.92  | 0.156          | 455.52          |
| City Arena | Interior | 95   | 1   | SYLVANIA-248-9.5W-50K-DE         | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.019  | 55.48   | 0.039          | 113.88          |
| City Arena | Interior | 96   | 1   | SYLVANIA-248-9.5W-50K-DE         | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.019  | 9.88    | 0.039          | 20.28           |
| City Arena | Interior | 97   | 1   | Do Nothing                       | Do Nothing   |         | 0                 | 0.010  | 5.20    | 0.000          | 0.00            |
| City Arena | Interior | 98   | 4   | SYLVANIA-248-9.5W-50K-DE         | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.076  | 221.92  | 0.156          | 455.52          |
| City Arena | Interior | 99   | 1   | SYLVANIA-248-9.5W-50K-DE         | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens  |         | 0                 | 0.019  | 55.48   | 0.039          | 113.88          |

| Location   | Area     | ID#   | Room                  | Room Type    | Qty | Fixture                           | Fixture Attributes          | kW    | kW Total | Burn | kWh   | Action   |
|------------|----------|-------|-----------------------|--------------|-----|-----------------------------------|-----------------------------|-------|----------|------|-------|----------|
| City Arena | Interior | 100   | NE Private Restroom   | Restroom     | 1   | 4L 17W LL4B T8 [4x INTEGRATED]    | Lensed Troffer 2x4 Recessed | 0.051 | 0.051    | 2920 | 149   | Retrofit |
| City Arena | Interior | 101   | NE Coaches LR         | Storage      | 2   | 4L 17W LL4B T8 [4x INTEGRATED]    | Standard Strip 8' Surface   | 0.051 | 0.102    | 1040 | 106   | Relamp   |
| City Arena | Interior | 102   | NE Coaches LR         | Storage      | 1   | 2L 60W LF8 T12 [1x MAG]           | Standard Strip 8' Surface   | 0.113 | 0.113    | 1040 | 118   | Retrofit |
| City Arena | Interior | 103   | NE Storage            | Storage      | 5   | 4L 32W LF4 T8 [1x ELE T8 IS NP]   | Standard Strip 8' Surface   | 0.110 | 0.55     | 2080 | 1,144 | Retrofit |
| City Arena | Interior | 104   | Kennel Club           | Multipurpose | 37  | 2L 60W LF8 T12 [1x MAG]           | Standard Strip 8' Surface   | 0.113 | 4.181    | 1040 | 4,348 | Replace  |
| City Arena | Interior | 104.1 | Kennel Club           | Multipurpose | 0   | No Existing-No Existing-0         |                             | 0.000 | 0        | 0    | 0     | Install  |
| City Arena | Interior | 105   | Kennel Club           | Multipurpose | 4   | 2L 40W LF4 T12 [1x MAG]           | Standard Strip 4' Surface   | 0.097 | 0.388    | 1040 | 404   | Replace  |
| City Arena | Interior | 106   | Kennel Club           | Multipurpose | 2   | 2L 60W INCS-M A19 [0x NULL]       | Ceiling Mount * Surface     | 0.120 | 0.24     | 1040 | 250   | Relamp   |
| City Arena | Exterior | 107   | Main Lot              | Exterior     | 2   | 1L 250W HPS MOG BASE HID [1x MAG] | Cobra Head * Pole           | 0.295 | 0.59     | 4380 | 2,584 | Replace  |
| City Arena | Exterior | 108   | Main Lot              | Exterior     | 2   | 1L 250W HPS MOG BASE HID [1x MAG] | Cobra Head * Pole           | 0.295 | 0.59     | 4380 | 2,584 | Replace  |
| City Arena | Exterior | 109   | Main Lot              | Exterior     | 2   | 1L 250W HPS MOG BASE HID [1x MAG] | Cobra Head * Pole           | 0.295 | 0.59     | 4380 | 2,584 | Replace  |
| City Arena | Exterior | 110   | Parking Lot Front Row | Exterior     | 1   | 1L 400W MH MOG BASE HID [1x MAG]  | Shoe Box Arm Tenon          | 0.454 | 0.454    | 4380 | 1,989 | Replace  |
| City Arena | Exterior | 111   | Parking Lot Front Row | Exterior     | 1   | 1L 400W MH MOG BASE HID [1x MAG]  | Shoe Box Arm Tenon          | 0.454 | 0.454    | 4380 | 1,989 | Replace  |
| City Arena | Exterior | 112   | Parking Lot Front Row | Exterior     | 1   | 1L 400W MH MOG BASE HID [1x MAG]  | Shoe Box Arm Tenon          | 0.454 | 0.454    | 4380 | 1,989 | Replace  |
| City Arena | Exterior | 113   | Parking Lot Front Row | Exterior     | 1   | 1L 400W MH MOG BASE HID [1x MAG]  | Shoe Box Arm Tenon          | 0.454 | 0.454    | 4380 | 1,989 | Replace  |
| City Arena | Exterior | 114   | Parking Lot Front Row | Exterior     | 1   | 1L 400W MH MOG BASE HID [1x MAG]  | Shoe Box Arm Tenon          | 0.454 | 0.454    | 4380 | 1,989 | Replace  |
| City Arena | Exterior | 115   | Main Entry (B3)       | Exterior     | 1   | 1L 175W MH MOG BASE HID [1x MAG]  | Wallpack **                 | 0.210 | 0.21     | 4380 | 920   | Replace  |
| City Arena | Exterior | 116   | Door B4               | Exterior     | 1   | 1L 19W LED Array [1x LED DRIVER]  | Wallpack **                 | 0.019 | 0.019    | 4380 | 83    | Replace  |
| City Arena | Exterior | 117   | Door B5               | Exterior     | 1   | 1L 19W LED Array [1x LED DRIVER]  | Wallpack **                 | 0.019 | 0.019    | 4380 | 83    | Replace  |
| City Arena | Exterior | 118   | Door C1               | Exterior     | 1   | 1L 50W LED Array [1x LED DRIVER]  | Wallpack **                 | 0.050 | 0.05     | 4380 | 219   | Replace  |
| City Arena | Exterior | 119   | Door D1               | Exterior     | 1   | 1L 19W LED Array [1x LED DRIVER]  | Wallpack **                 | 0.019 | 0.019    | 4380 | 83    | Replace  |
| City Arena | Exterior | 120   | Door D3               | Exterior     | 1   | 1L 19W LED Array [1x LED DRIVER]  | Wallpack **                 | 0.019 | 0.019    | 4380 | 83    | Replace  |
| City Arena | Exterior | 121   | Door D5               | Exterior     | 1   | 1L 19W LED Array [1x LED DRIVER]  | Wallpack **                 | 0.019 | 0.019    | 4380 | 83    | Replace  |
| City Arena | Exterior | 122   | Door D6               | Exterior     | 1   | 1L 19W LED Array [1x LED DRIVER]  | Wallpack **                 | 0.019 | 0.019    | 4380 | 83    | Replace  |
| City Arena | Exterior | 123   | Door D7               | Exterior     | 1   | 1L 19W LED Array [1x LED DRIVER]  | Wallpack **                 | 0.019 | 0.019    | 4380 | 83    | Replace  |
| City Arena | Exterior | 124   | Door A1               | Exterior     | 1   | 1L 19W LED Array [1x LED DRIVER]  | Wallpack **                 | 0.019 | 0.019    | 4380 | 83    | Replace  |

| Location   | Area     | ID#   | Qty | Proposed Solution                  | Proposed Description  | Control | Control Hrs Saved | kW New | kWh New  | Total kW Saved | Total kWh Saved |
|------------|----------|-------|-----|------------------------------------|---|---------|-------------------|--------|----------|----------------|-----------------|
| City Arena | Interior | 100   | 1   | SYLVANIA-448-9.5W-50K-DE           | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens   |         | 0                 | 0.038  | 110.96   | 0.013          | 37.96           |
| City Arena | Interior | 101   | 2   | SYLVANIA-448-9.5W-50K-DE           | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens   |         | 0                 | 0.076  | 79.04    | 0.026          | 27.04           |
| City Arena | Interior | 102   | 1   | SYLVANIA-448-9.5W-50K-DE-KS18WR6   | Retrofit Fixture w/ 6" White Enamel Reflector & Universal Bracket w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens    |         | 0                 | 0.038  | 39.52    | 0.075          | 78.00           |
| City Arena | Interior | 103   | 5   | SYLVANIA-448-9.5W-50K-DE           | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 5000K - 1,600 Nominal Lumens   |         | 0                 | 0.190  | 395.20   | 0.360          | 748.80          |
| City Arena | Interior | 104   | 37  | SYLVANIA-PANELF4B-40W-40K-24GWH    | 40W LED 2x4 Flat Panel Fixture with Selectable Wattage and CCT - Fixture Set to 40W and 4000K   |         | 0                 | 1.480  | 1,539.20 | 2.701          | 2,809.04        |
| City Arena | Interior | 104.1 | 4   | SYLVANIA-PANELF4B-40W-40K-24GWH    | 40W LED 2x4 Flat Panel Fixture with Selectable Wattage and CCT - Fixture Set to 40W and 4000K   |         | 0                 | 0.160  | 166.40   | -0.160         | -166.40         |
| City Arena | Interior | 105   | 4   | SYLVANIA-PANELF4B-40W-40K-24GWH    | 40W LED 2x4 Flat Panel Fixture with Selectable Wattage and CCT - Fixture Set to 40W and 4000K   |         | 0                 | 0.160  | 166.40   | 0.228          | 237.12          |
| City Arena | Interior | 106   | 2   | GC-VS-13W-A19-40K-2L               | Relamp with (2) 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent  |         | 0                 | 0.052  | 54.08    | 0.188          | 195.52          |
| City Arena | Exterior | 107   | 2   | SLG-AR-100W-40K-T3                 | 100W AR LED Roadway Series Fixture, 4000K, 14,000 Nominal Lumens, Type 3 Optics, 120-277V Photocell, and Gray Finish                                  |         | 0                 | 0.200  | 876.00   | 0.390          | 1,708.20        |
| City Arena | Exterior | 108   | 2   | SLG-AR-100W-40K-T3                 | 100W AR LED Roadway Series Fixture, 4000K, 14,000 Nominal Lumens, Type 3 Optics, 120-277V Photocell, and Gray Finish                                  |         | 0                 | 0.200  | 876.00   | 0.390          | 1,708.20        |
| City Arena | Exterior | 109   | 2   | SLG-AR-100W-40K-T3                 | 100W AR LED Roadway Series Fixture, 4000K, 14,000 Nominal Lumens, Type 3 Optics, 120-277V Photocell, and Gray Finish                                  |         | 0                 | 0.200  | 876.00   | 0.390          | 1,708.20        |
| City Arena | Exterior | 110   | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1   | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00   | 0.354          | 1,550.52        |
| City Arena | Exterior | 111   | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1   | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00   | 0.354          | 1,550.52        |
| City Arena | Exterior | 112   | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1   | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00   | 0.354          | 1,550.52        |
| City Arena | Exterior | 113   | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1   | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00   | 0.354          | 1,550.52        |
| City Arena | Exterior | 114   | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1   | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00   | 0.354          | 1,550.52        |
| City Arena | Exterior | 115   | 1   | LITHONIA-TWX1-22W-40K-ALO-DDBXD-PE | 22W LED Wallpack w/ Adjustable Lumen Output, 4,000K, 3,000 Nominal Lumens, Button Photocell, and Dark Bronze Finish                                   |         | 0                 | 0.022  | 96.36    | 0.188          | 823.44          |
| City Arena | Exterior | 116   | 1   | LITHONIA-TWX1-12W-ALO-40K-DDBXD-PE | TWX1 LED Wallpack, 4,000K, Selectable Lumen Output (600-2,950 Lumens), Button Photocell, and Dark Bronze Finish - Fixture Set to 12W Output           |         | 0                 | 0.012  | 52.56    | 0.007          | 30.66           |
| City Arena | Exterior | 117   | 1   | LITHONIA-TWX1-12W-ALO-40K-DDBXD-PE | TWX1 LED Wallpack, 4,000K, Selectable Lumen Output (600-2,950 Lumens), Button Photocell, and Dark Bronze Finish - Fixture Set to 12W Output           |         | 0                 | 0.012  | 52.56    | 0.007          | 30.66           |
| City Arena | Exterior | 118   | 1   | LITHONIA-TWX1-12W-ALO-40K-DDBXD-PE | TWX1 LED Wallpack, 4,000K, Selectable Lumen Output (600-2,950 Lumens), Button Photocell, and Dark Bronze Finish - Fixture Set to 12W Output           |         | 0                 | 0.012  | 52.56    | 0.038          | 166.44          |
| City Arena | Exterior | 119   | 1   | LITHONIA-TWX2-42W-ALO-40K-DDBXD-PE | 42W LED Wallpack Fixture, 4000K, Selectable Lumen Output (1,450-6,850), 120-277V Button Photocell, and Dark Bronze Finish                             |         | 0                 | 0.042  | 183.96   | -0.023         | -100.74         |
| City Arena | Exterior | 120   | 1   | LITHONIA-TWX2-42W-ALO-40K-DDBXD-PE | 42W LED Wallpack Fixture, 4000K, Selectable Lumen Output (1,450-6,850), 120-277V Button Photocell, and Dark Bronze Finish                             |         | 0                 | 0.042  | 183.96   | -0.023         | -100.74         |
| City Arena | Exterior | 121   | 1   | LITHONIA-TWX1-12W-ALO-40K-DDBXD-PE | TWX1 LED Wallpack, 4,000K, Selectable Lumen Output (600-2,950 Lumens), Button Photocell, and Dark Bronze Finish - Fixture Set to 12W Output           |         | 0                 | 0.012  | 52.56    | 0.007          | 30.66           |
| City Arena | Exterior | 122   | 1   | LITHONIA-TWX2-42W-ALO-40K-DDBXD-PE | 42W LED Wallpack Fixture, 4000K, Selectable Lumen Output (1,450-6,850), 120-277V Button Photocell, and Dark Bronze Finish                             |         | 0                 | 0.042  | 183.96   | -0.023         | -100.74         |
| City Arena | Exterior | 123   | 1   | LITHONIA-TWX2-42W-ALO-40K-DDBXD-PE | 42W LED Wallpack Fixture, 4000K, Selectable Lumen Output (1,450-6,850), 120-277V Button Photocell, and Dark Bronze Finish                             |         | 0                 | 0.042  | 183.96   | -0.023         | -100.74         |
| City Arena | Exterior | 124   | 1   | LITHONIA-TWX2-42W-ALO-40K-DDBXD-PE | 42W LED Wallpack Fixture, 4000K, Selectable Lumen Output (1,450-6,850), 120-277V Button Photocell, and Dark Bronze Finish                             |         | 0                 | 0.042  | 183.96   | -0.023         | -100.74         |



| Location   | Area     | ID# | Room       | Room Type | Qty | Fixture                          | Fixture Attributes | kW    | kW Total | Burn | kWh   | Action  |
|------------|----------|-----|------------|-----------|-----|----------------------------------|--------------------|-------|----------|------|-------|---------|
| City Arena | Exterior | 125 | Door A2    | Exterior  | 1   | 1L 50W LED Array [1x LED DRIVER] | Wallpack * *       | 0.050 | 0.05     | 4380 | 219   | Replace |
| City Arena | Exterior | 126 | North Nook | Exterior  | 1   | 1L 400W MH MOG BASE HID [1x MAG] | Shoe Box Arm Tenon | 0.454 | 0.454    | 4380 | 1,989 | Replace |
| City Arena | Exterior | 127 | Door A6    | Exterior  | 1   | 1L 50W LED Array [1x LED DRIVER] | Wallpack * *       | 0.050 | 0.05     | 4380 | 219   | Replace |

| Location   | Area     | ID# | Qty | Proposed Solution                  | Proposed Description  | Control | Control Hrs Saved | kW New | kWh New | Total kW Saved | Total kWh Saved |
|------------|----------|-----|-----|------------------------------------|---|---------|-------------------|--------|---------|----------------|-----------------|
| City Arena | Exterior | 125 | 1   | LITHONIA-TWX2-42W-ALO-40K-DDBXD-PE | 42W LED Wallpack Fixture, 4000K, Selectable Lumen Output (1,450-6,850), 120-277V Button Photocell, and Dark Bronze Finish                             |         | 0                 | 0.042  | 183.96  | 0.008          | 35.04           |
| City Arena | Exterior | 126 | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1   | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00  | 0.354          | 1,550.52        |
| City Arena | Exterior | 127 | 1   | LITHONIA-TWX1-12W-ALO-40K-DDBXD-PE | TWX1 LED Wallpack, 4,000K, Selectable Lumen Output (600-2,950 Lumens), Button Photocell, and Dark Bronze Finish - Fixture Set to 12W Output           |         | 0                 | 0.012  | 52.56   | 0.038          | 166.44          |

| Location       | Area          | ID# | Room                  | Room Type             | Qty | Fixture                           | Fixture Attributes         | kW    | kW Total | Burn | kWh   | Action     |
|----------------|---------------|-----|-----------------------|-----------------------|-----|-----------------------------------|----------------------------|-------|----------|------|-------|------------|
| Aquatic Center | Main Building | 1   | Entry Area            | Locker Room           | 1   | 2L 32W LF4 T8 [1x ELE T8 IS NP]   | Wrap 4' Surface            | 0.058 | 0.058    | 750  | 44    | Retrofit   |
| Aquatic Center | Main Building | 2   | Attendant Area        | Locker Room           | 3   | 2L 32W LF4 T8 [1x ELE T8 IS NP]   | Wrap 4' Surface            | 0.058 | 0.174    | 750  | 131   | Retrofit   |
| Aquatic Center | Main Building | 3   | Mens Area             | Locker Room           | 14  | 2L 32W LF4 T8 [1x ELE T8 IS NP]   | Vaportight 4' Surface      | 0.058 | 0.812    | 750  | 609   | Retrofit   |
| Aquatic Center | Main Building | 4   | Mens Area             | Locker Room           | 1   | 1L 23W CFS-M SPIRAL [0x NULL]     | Jelly Jar * Wall           | 0.023 | 0.023    | 750  | 17    | Relamp     |
| Aquatic Center | Main Building | 5   | Womens Area           | Locker Room           | 17  | 2L 32W LF4 T8 [1x ELE T8 IS NP]   | Vaportight 4' Surface      | 0.058 | 0.986    | 750  | 740   | Retrofit   |
| Aquatic Center | Main Building | 6   | Womens Area           | Locker Room           | 1   | 1L 23W CFS-M SPIRAL [0x NULL]     | Jelly Jar * Wall           | 0.023 | 0.023    | 750  | 17    | Relamp     |
| Aquatic Center | Main Building | 7   | Lifeguard Room        | Office - Open         | 2   | 2L 32W LF4 T8 [1x ELE T8 IS NP]   | Wrap 4' Surface            | 0.058 | 0.116    | 750  | 87    | Retrofit   |
| Aquatic Center | Main Building | 8   | Mechanical Room       | Electrical/Mechanical | 3   | 1L 400W MH MOG BASE HID [1x MAG]  | Highbay Spun Aluminum Hook | 0.454 | 1.362    | 750  | 1,022 | Replace    |
| Aquatic Center | Main Building | 9   | Mechanical Sub Level  | Electrical/Mechanical | 3   | 2L 32W LF4 T8 [1x ELE T8 IS NP]   | Vaportight 4' Surface      | 0.058 | 0.174    | 750  | 131   | Retrofit   |
| Aquatic Center | Main Building | 10  | Mechanical Sub Level  | Electrical/Mechanical | 2   | 1L 100W INCS-M A21 [0x NULL]      | Jelly Jar * Surface        | 0.100 | 0.2      | 750  | 150   | Relamp     |
| Aquatic Center | Main Building | 11  | Mezzanine             | Electrical/Mechanical | 2   | 4L 32W LF4 T8 [1x ELE T8 IS NP]   | Standard Strip 8' Surface  | 0.110 | 0.22     | 750  | 165   | Retrofit   |
| Aquatic Center | Main Building | 12  | Mezzanine             | Electrical/Mechanical | 1   | 2L 32W LF4 T8 [1x ELE T8 IS NP]   | Vaportight 4' Surface      | 0.058 | 0.058    | 750  | 44    | Retrofit   |
| Aquatic Center | Main Building | 13  | Concession Area       | Kitchen               | 3   | 2L 32W LF4 T8 [1x ELE T8 IS NP]   | Vaportight 4' Surface      | 0.058 | 0.174    | 750  | 131   | Retrofit   |
| Aquatic Center | Main Building | 14  | Concession Area       | Kitchen               | 2   | 2L 32W LF4 T8 [1x ELE T8 IS NP]   | Wrap 4' Surface            | 0.058 | 0.116    | 750  | 87    | Retrofit   |
| Aquatic Center | Main Building | 15  | Pump Room             | Electrical/Mechanical | 1   | 2L 32W LF4 T8 [1x ELE T8 IS NP]   | Wrap 4' Surface            | 0.058 | 0.058    | 750  | 44    | Retrofit   |
| Aquatic Center | Bathhouse     | 16  | Family Area           | Locker Room           | 10  | 2L 17W LL4B T8 [2x INTEGRATED]    | Wrap 4' Surface            | 0.034 | 0.34     | 750  | 255   | Do Nothing |
| Aquatic Center | Bathhouse     | 17  | Family Area           | Locker Room           | 1   | 2L 17W LL4B T8 [2x INTEGRATED]    | Vanity 4' Wall             | 0.034 | 0.034    | 750  | 26    | Do Nothing |
| Aquatic Center | Bathhouse     | 18  | Bathhouse Womens      | Restroom              | 2   | 2L 17W LL4B T8 [2x INTEGRATED]    | Vanity 4' Wall             | 0.034 | 0.068    | 750  | 51    | Do Nothing |
| Aquatic Center | Bathhouse     | 19  | Bathhouse Mens        | Restroom              | 2   | 2L 17W LL4B T8 [2x INTEGRATED]    | Vanity 4' Wall             | 0.034 | 0.068    | 750  | 51    | Do Nothing |
| Aquatic Center | Bathhouse     | 20  | Bathhouse Electrical  | Electrical/Mechanical | 1   | 2L 32W LF4 T8 [1x ELE T8 IS NP]   | Wrap 4' Surface            | 0.058 | 0.058    | 750  | 44    | Retrofit   |
| Aquatic Center | Exterior      | 21  | Parking Lot           | Exterior              | 2   | 1L 250W HPS MOG BASE HID [1x MAG] | Shoe Box Arm Pole          | 0.295 | 0.59     | 4380 | 2,584 | Replace    |
| Aquatic Center | Exterior      | 22  | Parking Lot           | Exterior              | 2   | 1L 250W HPS MOG BASE HID [1x MAG] | Shoe Box Arm Pole          | 0.295 | 0.59     | 4380 | 2,584 | Replace    |
| Aquatic Center | Exterior      | 23  | Main Entry            | Exterior              | 2   | 1L 175W MH MOG BASE HID [1x MAG]  | Canopy * Surface           | 0.210 | 0.42     | 4380 | 1,840 | Replace    |
| Aquatic Center | Exterior      | 24  | Employee Entry        | Exterior              | 1   | 1L 175W MH MOG BASE HID [1x MAG]  | Canopy * Surface           | 0.210 | 0.21     | 4380 | 920   | Replace    |
| Aquatic Center | Exterior      | 25  | Back of Main Building | Exterior              | 5   | 1L 175W MH MOG BASE HID [1x MAG]  | Canopy * Surface           | 0.210 | 1.05     | 4380 | 4,599 | Replace    |
| Aquatic Center | Exterior      | 26  | Chlorine Door         | Exterior              | 1   | 1L 175W MH MOG BASE HID [1x MAG]  | Canopy * Wall              | 0.210 | 0.21     | 4380 | 920   | Replace    |

| Location       | Area          | ID# | Qty | Proposed Solution                        | Proposed Description   | Control | Control Hrs Saved | kW New | kWh New | Total kW Saved |
|----------------|---------------|-----|-----|--|--|---------|-------------------|--------|---------|----------------|
| Aquatic Center | Main Building | 1   | 1   | SYLVANIA-248-9.5W-40K-DE                 | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens  |         | 0                 | 0.019  | 14.25   | 0.039          |
| Aquatic Center | Main Building | 2   | 3   | SYLVANIA-248-9.5W-40K-DE                 | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens  |         | 0                 | 0.057  | 42.75   | 0.117          |
| Aquatic Center | Main Building | 3   | 14  | SYLVANIA-248-9.5W-40K-DE                 | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens  |         | 0                 | 0.266  | 199.50  | 0.546          |
| Aquatic Center | Main Building | 4   | 1   | GC-VS-13W-A19-40K-1L                     | 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent   |         | 0                 | 0.013  | 9.75    | 0.010          |
| Aquatic Center | Main Building | 5   | 17  | SYLVANIA-248-9.5W-40K-DE                 | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens  |         | 0                 | 0.323  | 242.25  | 0.663          |
| Aquatic Center | Main Building | 6   | 1   | GC-VS-13W-A19-40K-1L                     | 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent   |         | 0                 | 0.013  | 9.75    | 0.010          |
| Aquatic Center | Main Building | 7   | 2   | SYLVANIA-248-9.5W-40K-DE                 | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens  |         | 0                 | 0.038  | 28.50   | 0.078          |
| Aquatic Center | Main Building | 8   | 3   | SYLVANIA-UFOHIBA3A-100W-40K-WH           | Value Class UFO 3A Highbay Fixture, Selectable Wattage (100W/120W/150W) and CCT (35K/40K/50K), Hook Mounting, and White Finish - Fixture Set to 100W and 4000K |         | 0                 | 0.450  | 337.50  | 0.912          |
| Aquatic Center | Main Building | 9   | 3   | SYLVANIA-248-9.5W-40K-DE                 | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens  |         | 0                 | 0.057  | 42.75   | 0.117          |
| Aquatic Center | Main Building | 10  | 2   | GC-VS-13W-A19-40K-1L                     | 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent   |         | 0                 | 0.026  | 19.50   | 0.174          |
| Aquatic Center | Main Building | 11  | 2   | SYLVANIA-448-9.5W-40K-DE                 | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens  |         | 0                 | 0.076  | 57.00   | 0.144          |
| Aquatic Center | Main Building | 12  | 1   | SYLVANIA-248-9.5W-40K-DE                 | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens  |         | 0                 | 0.019  | 14.25   | 0.039          |
| Aquatic Center | Main Building | 13  | 3   | SYLVANIA-248-9.5W-40K-DE                 | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens  |         | 0                 | 0.057  | 42.75   | 0.117          |
| Aquatic Center | Main Building | 14  | 2   | SYLVANIA-248-9.5W-40K-DE                 | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens  |         | 0                 | 0.038  | 28.50   | 0.078          |
| Aquatic Center | Main Building | 15  | 1   | SYLVANIA-248-9.5W-40K-DE                 | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens  |         | 0                 | 0.019  | 14.25   | 0.039          |
| Aquatic Center | Bathhouse     | 16  | 10  | Do Nothing                               | Do Nothing   |         | 0                 | 0.340  | 255.00  | 0.000          |
| Aquatic Center | Bathhouse     | 17  | 1   | Do Nothing                               | Do Nothing   |         | 0                 | 0.034  | 25.50   | 0.000          |
| Aquatic Center | Bathhouse     | 18  | 2   | Do Nothing                               | Do Nothing   |         | 0                 | 0.068  | 51.00   | 0.000          |
| Aquatic Center | Bathhouse     | 19  | 2   | Do Nothing                               | Do Nothing   |         | 0                 | 0.068  | 51.00   | 0.000          |
| Aquatic Center | Bathhouse     | 20  | 1   | SYLVANIA-248-9.5W-40K-DE                 | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens  |         | 0                 | 0.019  | 14.25   | 0.039          |
| Aquatic Center | Exterior      | 21  | 2   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1         | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish          |         | 0                 | 0.200  | 876.00  | 0.390          |
| Aquatic Center | Exterior      | 22  | 2   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1         | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish          |         | 0                 | 0.200  | 876.00  | 0.390          |
| Aquatic Center | Exterior      | 23  | 2   | SYLVANIA-CANOPYS4A-20W-40K-BZ-MTGPLATE12 | CCT (30K/40K/50K), and Bronze Finish - Fixture Set to 20W and 4000K Outputs - Includes 12.5" Bronze Mounting Plate   |         | 0                 | 0.040  | 175.20  | 0.380          |
| Aquatic Center | Exterior      | 24  | 1   | SYLVANIA-CANOPYS4A-20W-40K-BZ-MTGPLATE12 | CCT (30K/40K/50K), and Bronze Finish - Fixture Set to 20W and 4000K Outputs - Includes 12.5" Bronze Mounting Plate   |         | 0                 | 0.020  | 87.60   | 0.190          |
| Aquatic Center | Exterior      | 25  | 5   | SYLVANIA-CANOPYS4A-20W-40K-BZ-MTGPLATE12 | CCT (30K/40K/50K), and Bronze Finish - Fixture Set to 20W and 4000K Outputs - Includes 12.5" Bronze Mounting Plate   |         | 0                 | 0.100  | 438.00  | 0.950          |
| Aquatic Center | Exterior      | 26  | 1   | LITHONIA-TWX2-29W-ALO-40K-DDBXD-PE       | TWX2 LED Wallpack Fixture, 4000K, Selectable Lumen Output (1,450-6,850), 120-277V Button Photocell, and Dark Bronze Finish - Set to 29W Output                 |         | 0                 | 0.029  | 127.02  | 0.181          |

| Location       | Area          | ID# | Total kWh Saved |
|----------------|---------------|-----|-----------------|
| Aquatic Center | Main Building | 1   | 29.25           |
| Aquatic Center | Main Building | 2   | 87.75           |
| Aquatic Center | Main Building | 3   | 409.50          |
| Aquatic Center | Main Building | 4   | 7.50            |
| Aquatic Center | Main Building | 5   | 497.25          |
| Aquatic Center | Main Building | 6   | 7.50            |
| Aquatic Center | Main Building | 7   | 58.50           |
| Aquatic Center | Main Building | 8   | 684.00          |
| Aquatic Center | Main Building | 9   | 87.75           |
| Aquatic Center | Main Building | 10  | 130.50          |
| Aquatic Center | Main Building | 11  | 108.00          |
| Aquatic Center | Main Building | 12  | 29.25           |
| Aquatic Center | Main Building | 13  | 87.75           |
| Aquatic Center | Main Building | 14  | 58.50           |
| Aquatic Center | Main Building | 15  | 29.25           |
| Aquatic Center | Bathhouse     | 16  | 0.00            |
| Aquatic Center | Bathhouse     | 17  | 0.00            |
| Aquatic Center | Bathhouse     | 18  | 0.00            |
| Aquatic Center | Bathhouse     | 19  | 0.00            |
| Aquatic Center | Bathhouse     | 20  | 29.25           |
| Aquatic Center | Exterior      | 21  | 1,708.20        |
| Aquatic Center | Exterior      | 22  | 1,708.20        |
| Aquatic Center | Exterior      | 23  | 1,664.40        |
| Aquatic Center | Exterior      | 24  | 832.20          |
| Aquatic Center | Exterior      | 25  | 4,161.00        |
| Aquatic Center | Exterior      | 26  | 792.78          |

| Location       | Area     | ID# | Room               | Room Type | Qty | Fixture   | Fixture Attributes       | kW    | kW Total | Burn | kWh   | Action     |
|----------------|----------|-----|--------------------|-----------|-----|---|--------------------------|-------|----------|------|-------|------------|
| Aquatic Center | Exterior | 27  | West Pool Poles    | Exterior  | 1   | 1L 250W HPS MOG BASE HID [1x MAG]               | Shoe Box Arm Pole        | 0.295 | 0.295    | 4380 | 1,292 | Replace    |
| Aquatic Center | Exterior | 28  | West Pool Poles    | Exterior  | 1   | 1L 250W HPS MOG BASE HID [1x MAG]               | Shoe Box Arm Pole        | 0.295 | 0.295    | 4380 | 1,292 | Replace    |
| Aquatic Center | Exterior | 29  | Central Pool Poles | Exterior  | 1   | 1L 250W HPS MOG BASE HID [1x MAG]               | Shoe Box Arm Pole        | 0.295 | 0.295    | 4380 | 1,292 | Replace    |
| Aquatic Center | Exterior | 30  | Central Pool Poles | Exterior  | 1   | 1L 250W MH MOG BASE HID [1x MAG]                | Shoe Box Arm Pole        | 0.295 | 0.295    | 4380 | 1,292 | Replace    |
| Aquatic Center | Exterior | 31  | Central Pool Poles | Exterior  | 2   | 1L 500W HALOGEN QUARTZ DBL END LINEAR [0x NULL] | Flood * Threaded Knuckle | 0.500 | 1        | 4380 | 4,380 | Remove     |
| Aquatic Center | Exterior | 32  | Central Pool Poles | Exterior  | 1   | 1L 250W HPS MOG BASE HID [1x MAG]               | Shoe Box Arm Pole        | 0.295 | 0.295    | 4380 | 1,292 | Replace    |
| Aquatic Center | Exterior | 33  | Central Pool Poles | Exterior  | 1   | 1L 250W MH MOG BASE HID [1x MAG]                | Shoe Box Arm Pole        | 0.295 | 0.295    | 4380 | 1,292 | Replace    |
| Aquatic Center | Exterior | 34  | South Pool Pole    | Exterior  | 1   | 1L 250W HPS MOG BASE HID [1x MAG]               | Shoe Box Arm Pole        | 0.295 | 0.295    | 4380 | 1,292 | Replace    |
| Aquatic Center | Exterior | 35  | East Pool Poles    | Exterior  | 1   | 1L 250W HPS MOG BASE HID [1x MAG]               | Shoe Box Arm Pole        | 0.295 | 0.295    | 4380 | 1,292 | Replace    |
| Aquatic Center | Exterior | 36  | East Pool Poles    | Exterior  | 1   | 1L 250W HPS MOG BASE HID [1x MAG]               | Shoe Box Arm Pole        | 0.295 | 0.295    | 4380 | 1,292 | Replace    |
| Aquatic Center | Exterior | 37  | Pump Station       | Exterior  | 1   | 1L 63W LED Array [1x LED DRIVER]                | Flood * Threaded Knuckle | 0.063 | 0.063    | 4380 | 276   | Do Nothing |
| Aquatic Center | Exterior | 38  | Slide Tower        | Exterior  | 1   | 1L 63W LED Array [1x LED DRIVER]                | Flood * Threaded Knuckle | 0.063 | 0.063    | 4380 | 276   | Do Nothing |
| Aquatic Center | Exterior | 39  | Bathhouse Exterior | Exterior  | 4   | 1L 33W LED Linear Board [1x LED DRIVER]         | Wallpack **              | 0.033 | 0.132    | 4380 | 578   | Do Nothing |

| Location       | Area     | ID# | Qty | Proposed Solution                | Proposed Description  | Control | Control Hrs Saved | kW New | kWh New | Total kW Saved |
|----------------|----------|-----|-----|----------------------------------|---|---------|-------------------|--------|---------|----------------|
| Aquatic Center | Exterior | 27  | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1 | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00  | 0.195          |
| Aquatic Center | Exterior | 28  | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1 | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00  | 0.195          |
| Aquatic Center | Exterior | 29  | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1 | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00  | 0.195          |
| Aquatic Center | Exterior | 30  | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1 | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00  | 0.195          |
| Aquatic Center | Exterior | 31  | 0   | Remove                           | Remove Fixtures   |         | 0                 | 0.000  | 0.00    | 1.000          |
| Aquatic Center | Exterior | 32  | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1 | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00  | 0.195          |
| Aquatic Center | Exterior | 33  | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1 | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00  | 0.195          |
| Aquatic Center | Exterior | 34  | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1 | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00  | 0.195          |
| Aquatic Center | Exterior | 35  | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1 | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00  | 0.195          |
| Aquatic Center | Exterior | 36  | 1   | SLG-ALCS-100W-T4-4K-ALC-SPAR-PC1 | 100W ALC Series Area Light, 13,000 Nominal Lumens, Type 4 Optics, 4000K, Square/Round Pole Mounting, 120-277V Twist-Lock Photocell, and Bronze Finish |         | 0                 | 0.100  | 438.00  | 0.195          |
| Aquatic Center | Exterior | 37  | 1   | Do Nothing                       | Do Nothing  |         | 0                 | 0.063  | 275.94  | 0.000          |
| Aquatic Center | Exterior | 38  | 1   | Do Nothing                       | Do Nothing  |         | 0                 | 0.063  | 275.94  | 0.000          |
| Aquatic Center | Exterior | 39  | 4   | Do Nothing                       | Do Nothing  |         | 0                 | 0.132  | 578.16  | 0.000          |

| Location       | Area     | ID# | Total kWh Saved |
|----------------|----------|-----|-----------------|
| Aquatic Center | Exterior | 27  | 854.10          |
| Aquatic Center | Exterior | 28  | 854.10          |
| Aquatic Center | Exterior | 29  | 854.10          |
| Aquatic Center | Exterior | 30  | 854.10          |
| Aquatic Center | Exterior | 31  | 4,380.00        |
| Aquatic Center | Exterior | 32  | 854.10          |
| Aquatic Center | Exterior | 33  | 854.10          |
| Aquatic Center | Exterior | 34  | 854.10          |
| Aquatic Center | Exterior | 35  | 854.10          |
| Aquatic Center | Exterior | 36  | 854.10          |
| Aquatic Center | Exterior | 37  | 0.00            |
| Aquatic Center | Exterior | 38  | 0.00            |
| Aquatic Center | Exterior | 39  | 0.00            |



| Location | Area     | ID# | Room                         | Room Type             | Qty | Fixture                         | Fixture Attributes           | kW    | kW Total | Burn | kWh   | Action     | Qty | Proposed Solution        |
|----------|----------|-----|------------------------------|-----------------------|-----|---------------------------------|------------------------------|-------|----------|------|-------|------------|-----|--------------------------|
| Theater  | Interior | 1   | Vestibule                    | Vestibule             | 5   | 1L 6W LEDS-M G25 [0x NULL]      | Wall Mount * *               | 0.006 | 0.03     | 1040 | 31    | Relamp     | 5   | SYLVANIA-6W-G25-27K-1L   |
| Theater  | Interior | 2   | Lower Lobby and Lower Stairs | Lobby                 | 12  | 1L 6W LEDS-M G25 [0x NULL]      | Wall Mount * *               | 0.006 | 0.072    | 1040 | 75    | Relamp     | 12  | SYLVANIA-6W-G25-27K-1L   |
| Theater  | Interior | 3   | Lobby Windows                | Lobby                 | 158 | 1L 7.5W INCS-M S11 [0x NULL]    | Specialty Tape Surface       | 0.008 | 1.185    | 260  | 308   | Relamp     | 158 | SYLVANIA-1.5W-S11-30K-1L |
| Theater  | Interior | 4   | Ticket Booth                 | Office - Private      | 1   | 2L 40W UF6IN T12 [1x MAG]       | Lensed Troffer 2x2U Recessed | 0.097 | 0.097    | 1040 | 101   | Retrofit   | 1   | SYLVANIA-2U6-15W-40K-DE  |
| Theater  | Interior | 5   | Ticket Booth                 | Office - Private      | 1   | 2L 40W LF4 T12 [1x MAG]         | Lensed Troffer 2x4 Recessed  | 0.097 | 0.097    | 1040 | 101   | Retrofit   | 1   | SYLVANIA-248-9.5W-40K-DE |
| Theater  | Interior | 6   | LL Front Hallway             | Hallway               | 7   | 2L 40W LF4 T12 [1x MAG]         | Lensed Troffer 2x4 Recessed  | 0.097 | 0.679    | 1040 | 706   | Retrofit   | 7   | SYLVANIA-248-9.5W-40K-DE |
| Theater  | Interior | 8   | Elevator Equipment           | Electrical/Mechanical | 1   | 1L 50W LEDS-M HID [0x NULL]     | Porcelain Socket * Surface   | 0.050 | 0.05     | 260  | 13    | Do Nothing | 1   | Do Nothing               |
| Theater  | Interior | 9   | LL Womens                    | Restroom              | 3   | 2L 40W LF4 T12 [1x MAG]         | Wrap 4' Surface              | 0.097 | 0.291    | 1040 | 303   | Retrofit   | 3   | SYLVANIA-248-9.5W-40K-DE |
| Theater  | Interior | 10  | LL Womens                    | Restroom              | 4   | 1L 10W LED COB [1x LED DRIVER]  | Downlight 6in Recessed       | 0.010 | 0.04     | 1040 | 42    | Do Nothing | 4   | Do Nothing               |
| Theater  | Interior | 11  | LL Mens                      | Restroom              | 3   | 2L 40W LF4 T12 [1x MAG]         | Wrap 4' Surface              | 0.097 | 0.291    | 1040 | 303   | Retrofit   | 3   | SYLVANIA-248-9.5W-40K-DE |
| Theater  | Interior | 12  | LL Mens                      | Restroom              | 3   | 1L 10W LED COB [1x LED DRIVER]  | Downlight 6in Recessed       | 0.010 | 0.03     | 1040 | 31    | Do Nothing | 3   | Do Nothing               |
| Theater  | Interior | 13  | LL Back Hallway              | Hallway               | 5   | 2L 40W LF4 T12 [1x MAG]         | Lensed Troffer 2x4 Recessed  | 0.097 | 0.485    | 1040 | 504   | Retrofit   | 5   | SYLVANIA-248-9.5W-40K-DE |
| Theater  | Interior | 7   | Large Room                   | Multipurpose          | 8   | 4L 40W LF4 T12 [2x MAG]         | Wrap 4' Surface              | 0.175 | 1.4      | 1040 | 1,456 | Retrofit   | 8   | SYLVANIA-448-9.5W-40K-DE |
| Theater  | Interior | 14  | Makeup/Costume Room          | Storage               | 12  | 4L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 8' Surface    | 0.110 | 1.32     | 1040 | 1,373 | Retrofit   | 12  | SYLVANIA-448-9.5W-40K-DE |
| Theater  | Interior | 15  | Makeup/Costume Room          | Storage               | 6   | 6L 5W LEDS-C G14 [0x NULL]      | Vanity 3ft Wall              | 0.030 | 0.18     | 260  | 47    | Do Nothing | 6   | Do Nothing               |
| Theater  | Interior | 16  | Makeup/Costume Room          | Storage               | 8   | 4L 5W LEDS-C G14 [0x NULL]      | Vanity 2ft Wall              | 0.020 | 0.16     | 260  | 42    | Do Nothing | 8   | Do Nothing               |
| Theater  | Interior | 20  | Crawl Space                  | Storage               | 1   | 1L 100W INCS-M A21 [0x NULL]    | Porcelain Socket * Surface   | 0.100 | 0.1      | 260  | 26    | Relamp     | 1   | GC-VS-13W-A19-40K-1L     |
| Theater  | Interior | 21  | Locked Room                  |                       | 2   | 2L 32W LF4 T8 [1x ELE T8 IS NP] | Standard Strip 4' Surface    | 0.058 | 0.116    | 1040 | 121   | Retrofit   | 2   | SYLVANIA-248-9.5W-40K-DE |

| Location | Area     | ID# | Proposed Description  | Control                 | Control Hrs Saved | kW New | kWh New | Total kW Saved | Total kWh Saved |
|----------|----------|-----|---|-------------------------|-------------------|--------|---------|----------------|-----------------|
| Theater  | Interior | 1   | Relamp with (1) x 6W LED G25 Frosted E26 2700K Dimmable - 40W Incandescent Equivalent             | LUTRON-DVCL-153P-WH (1) | 0                 | 0.030  | 31.20   | 0.000          | 0.00            |
| Theater  | Interior | 2   | Relamp with (1) x 6W LED G25 Frosted E26 2700K Dimmable - 40W Incandescent Equivalent             | LUTRON-DVCL-153P-WH (1) | 0                 | 0.072  | 74.88   | 0.000          | 0.00            |
| Theater  | Interior | 3   | Relamp Fixture Using (1) x 1.5W LED S11 E26 3000K Frosted - 10W Incandescent Equivalent           |                         | 0                 | 0.237  | 61.62   | 0.948          | 246.48          |
| Theater  | Interior | 4   | Retrofit Fixture w/ (2) x 15W LED Type 'B' T8 U-Bend Lamps 4000K - 2,200 Nominal Lumens           |                         | 0                 | 0.030  | 31.20   | 0.067          | 69.68           |
| Theater  | Interior | 5   | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens |                         | 0                 | 0.019  | 19.76   | 0.078          | 81.12           |
| Theater  | Interior | 6   | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens |                         | 0                 | 0.133  | 138.32  | 0.546          | 567.84          |
| Theater  | Interior | 8   | Do Nothing  |                         | 0                 | 0.050  | 13.00   | 0.000          | 0.00            |
| Theater  | Interior | 9   | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens |                         | 0                 | 0.057  | 59.28   | 0.234          | 243.36          |
| Theater  | Interior | 10  | Do Nothing  |                         | 0                 | 0.040  | 41.60   | 0.000          | 0.00            |
| Theater  | Interior | 11  | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens |                         | 0                 | 0.057  | 59.28   | 0.234          | 243.36          |
| Theater  | Interior | 12  | Do Nothing  |                         | 0                 | 0.030  | 31.20   | 0.000          | 0.00            |
| Theater  | Interior | 13  | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens |                         | 0                 | 0.095  | 98.80   | 0.390          | 405.60          |
| Theater  | Interior | 7   | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens |                         | 0                 | 0.304  | 316.16  | 1.096          | 1,139.84        |
| Theater  | Interior | 14  | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens |                         | 0                 | 0.456  | 474.24  | 0.864          | 898.56          |
| Theater  | Interior | 15  | Do Nothing  |                         | 0                 | 0.180  | 46.80   | 0.000          | 0.00            |
| Theater  | Interior | 16  | Do Nothing  |                         | 0                 | 0.160  | 41.60   | 0.000          | 0.00            |
| Theater  | Interior | 20  | 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent                                      |                         | 0                 | 0.013  | 3.38    | 0.087          | 22.62           |
| Theater  | Interior | 21  | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens |                         | 0                 | 0.038  | 39.52   | 0.078          | 81.12           |

| Location | Area     | ID# | Room                   | Room Type             | Qty | Fixture                          | Fixture Attributes            | kW    | kW Total | Burn | kWh   | Action     | Qty | Proposed Solution                  |
|----------|----------|-----|------------------------|-----------------------|-----|----------------------------------|-------------------------------|-------|----------|------|-------|------------|-----|------------------------------------|
| Theater  | Interior | 22  | Mens Dressing Room     |                       | 2   | 2L 32W LF4 T8 [1x ELE T8 IS NP]  | Standard Strip 4' Surface     | 0.058 | 0.116    | 1040 | 121   | Retrofit   | 2   | SYLVANIA-248-9.5W-40K-DE           |
| Theater  | Interior | 23  | Mens Dressing Room     |                       | 1   | 2L 40W LF4 T12 [1x MAG]          | Lensed Troffer 2x4 Recessed   | 0.097 | 0.097    | 1040 | 101   | Retrofit   | 1   | SYLVANIA-248-9.5W-40K-DE           |
| Theater  | Interior | 24  | Womens Dressing Room   |                       | 2   | 4L 32W LF4 T8 [1x ELE T8 IS NP]  | Standard Strip 8' Surface     | 0.110 | 0.22     | 1040 | 229   | Retrofit   | 2   | SYLVANIA-448-9.5W-40K-DE           |
| Theater  | Interior | 25  | Womens Dressing Room   |                       | 1   | 2L 100W INCS-M G40 [0x NULL]     | Vanity * Wall                 | 0.200 | 0.2      | 1040 | 208   | Relamp     | 1   | GC-VS-13W-A19-40K-1L               |
| Theater  | Interior | 26  | Womens Dressing Room   |                       | 1   | 2L 60W LF8 T12 [1x MAG]          | Standard Strip 8' Surface     | 0.113 | 0.113    | 1040 | 118   | Retrofit   | 1   | SYLVANIA-448-9.5W-40K-DE-KS18WR-BC |
| Theater  | Interior | 27  | Maintenance Storage    | Storage               | 2   | 1L 23W CFS-M SPIRAL [0x NULL]    | Porcelain Socket * Surface    | 0.023 | 0.046    | 260  | 12    | Relamp     | 2   | GC-VS-13W-A19-40K-1L               |
| Theater  | Interior | 28  | Back Stairwell         | Stairwell             | 4   | 2L 32W LF4 T8 [1x ELE T8 IS NP]  | Wrap 4' Wall                  | 0.058 | 0.232    | 8760 | 2,032 | Replace    | 4   | SYLVANIA-STAIR1A-30W-40K-US        |
| Theater  | Interior | 29  | Back Stairwell         | Stairwell             | 3   | 2L 40W LF4 T12 [1x MAG]          | Standard Strip 4' Surface     | 0.097 | 0.291    | 8760 | 2,549 | Replace    | 3   | SYLVANIA-STAIR1A-30W-40K-US-EM     |
| Theater  | Interior | 35  | Stage Mechanical       | Electrical/Mechanical | 1   | 1L 150W INCS-M A23 [0x NULL]     | Porcelain Socket * Surface    | 0.150 | 0.15     | 260  | 39    | Relamp     | 1   | GC-VS-13W-A19-40K-1L               |
| Theater  | Interior | 36  | Stage Area             | Shop                  | 12  | 1L 36W LEDS-M BR40 [0x NULL]     | Old Hat * Surface             | 0.036 | 0.432    | 1040 | 449   | Do Nothing | 12  | Do Nothing                         |
| Theater  | Interior | 37  | Theater                |                       | 20  | 1L 300W INCS-M PS25 [0x NULL]    | Cylinder 12" Surface          | 0.300 | 6        | 1040 | 6,240 | Relamp     | 20  | GC-30W-PAR38-NF25-30K-1L           |
| Theater  | Interior | 38  | Theater Exit Corridors | Hallway               | 9   | 1L 8W LEDS-M BR20 [0x NULL]      | Downlight 4" Recessed         | 0.008 | 0.072    | 1040 | 75    | Relamp     | 9   | GC-R20-7W-30K-1L                   |
| Theater  | Interior | 39  | Control Booth          |                       | 8   | 1L 100W INCS-M A21 [0x NULL]     | Square Downlight 10" Recessed | 0.100 | 0.8      | 260  | 208   | Relamp     | 8   | GC-VS-13W-A19-40K-1L               |
| Theater  | Interior | 40  | Lobby High Ceiling     | Lobby                 | 7   | 1L 300W INCS-M PS25 [0x NULL]    | Downlight 6" Recessed         | 0.300 | 2.1      | 1040 | 2,184 | Relamp     | 7   | GC-30W-PAR38-NF25-30K-1L           |
| Theater  | Interior | 41  | 2nd Floor Mechanical   | Electrical/Mechanical | 1   | 1L 150W INCS-M A23 [0x NULL]     | Porcelain Socket * Surface    | 0.150 | 0.15     | 260  | 39    | Relamp     | 1   | GC-VS-13W-A19-40K-1L               |
| Theater  | Exterior | 30  | Main Entry             | Exterior              | 1   | 1L 23W CFS-M SPIRAL [0x NULL]    | Old Hat Hook Surface          | 0.023 | 0.023    | 4380 | 101   | Relamp     | 1   | GC-17W-A21-40K-1L                  |
| Theater  | Exterior | 31  | Front Theater Signage  | Exterior              | 8   | 1L 26W LED COB [1x LED DRIVER]   | Gooseneck Arm Wall            | 0.026 | 0.208    | 4380 | 911   | Do Nothing | 8   | Do Nothing                         |
| Theater  | Exterior | 32  | Side Theater Signage   | Exterior              | 4   | 1L 26W LED COB [1x LED DRIVER]   | Gooseneck Arm Wall            | 0.026 | 0.104    | 4380 | 456   | Do Nothing | 4   | Do Nothing                         |
| Theater  | Exterior | 33  | Side Exit Stairwell    | Exterior              | 1   | 1L 150W MH MED BASE HID [1x MAG] | Wallpack **                   | 0.173 | 0.173    | 4380 | 758   | Replace    | 1   | LITHONIA-TWX1-12W-ALO-40K-DDBXD-PE |
| Theater  | Exterior | 34  | Back Exit              | Exterior              | 1   | 1L 20W LED COB [1x LED DRIVER]   | Wallpack **                   | 0.020 | 0.02     | 4380 | 88    | Replace    | 1   | LITHONIA-TWX1-12W-ALO-40K-DDBXD-PE |

| Location | Area     | ID# | Proposed Description  | Control                 | Control Hrs Saved | kW New | kWh New | Total kW Saved | Total kWh Saved |
|----------|----------|-----|---|-------------------------|-------------------|--------|---------|----------------|-----------------|
| Theater  | Interior | 22  | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens   |                         | 0                 | 0.038  | 39.52   | 0.078          | 81.12           |
| Theater  | Interior | 23  | Retrofit Fixture w/ (2) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens   |                         | 0                 | 0.019  | 19.76   | 0.078          | 81.12           |
| Theater  | Interior | 24  | Retrofit Fixture w/ (4) x 9.5W 4' LED Type 'B' Double-Ended T8 Lamps 4000K - 1,600 Nominal Lumens   |                         | 0                 | 0.076  | 79.04   | 0.144          | 149.76          |
| Theater  | Interior | 25  | 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent  |                         | 0                 | 0.013  | 13.52   | 0.187          | 194.48          |
| Theater  | Interior | 26  | 4L 8' Strip Retrofit Kit w/ Ballast Cover White Enamel Reflector & Universal Bracket - Includes (4) x 9.5W 4' Type 'B' T8 Double-Ended LED Lamp 4000K - 1,600 Nominal Lumens      |                         | 0                 | 0.038  | 39.52   | 0.075          | 78.00           |
| Theater  | Interior | 27  | 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent  |                         | 0                 | 0.026  | 6.76    | 0.020          | 5.20            |
| Theater  | Interior | 28  | 4' Stairwell Fixture 1A w/ Ultrasonic Bi-Level Sensor, Selectable Wattage (30W/35W/45W) and CCT (35K/40K/50K) - Set to 30W and 4000K Outputs                                      |                         | 6132              | 0.120  | 315.36  | 0.112          | 1,716.96        |
| Theater  | Interior | 29  | 4' Stairwell Fixture 1A w/ Ultrasonic Bi-Level Sensor, Selectable Wattage (30W/35W/45W) and CCT (35K/40K/50K) - Includes Emergency Backup Inverter - Set to 30W and 4000K Outputs |                         | 6132              | 0.090  | 236.52  | 0.201          | 2,312.64        |
| Theater  | Interior | 35  | 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent  |                         | 0                 | 0.013  | 3.38    | 0.137          | 35.62           |
| Theater  | Interior | 36  | Do Nothing  |                         | 0                 | 0.432  | 449.28  | 0.000          | 0.00            |
| Theater  | Interior | 37  | Relamp Fixture with (1) x 30W LED PAR38 Narrow Flood E26 3000K Dimmable 92CRI - 250W Halogen Equivalent   |                         | 0                 | 0.600  | 624.00  | 5.400          | 5,616.00        |
| Theater  | Interior | 38  | Relamp Fixture w/ (1) x 7W LED R20 E26 3000K Dimmable 93CRI - 45W Incandescent Equivalent   | LUTRON-DVCL-153P-WH (1) | 0                 | 0.063  | 65.52   | 0.009          | 9.36            |
| Theater  | Interior | 39  | 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent  | LUTRON-DVCL-153P-WH (1) | 0                 | 0.104  | 27.04   | 0.696          | 180.96          |
| Theater  | Interior | 40  | Relamp Fixture with (1) x 30W LED PAR38 Narrow Flood E26 3000K Dimmable 92CRI - 250W Halogen Equivalent   | LUTRON-DVCL-153P-WH (2) | 0                 | 0.210  | 218.40  | 1.890          | 1,965.60        |
| Theater  | Interior | 41  | 13W LED A19 E26 4000K Dimmable - 75W Incandescent Equivalent  |                         | 0                 | 0.013  | 3.38    | 0.137          | 35.62           |
| Theater  | Exterior | 30  | Relamp Fixture w/ (1) x 17W LED A21 Lamp 4000K - 125W Incandescent Equivalent   |                         | 0                 | 0.017  | 74.46   | 0.006          | 26.28           |
| Theater  | Exterior | 31  | Do Nothing  |                         | 0                 | 0.208  | 911.04  | 0.000          | 0.00            |
| Theater  | Exterior | 32  | Do Nothing  |                         | 0                 | 0.104  | 455.52  | 0.000          | 0.00            |
| Theater  | Exterior | 33  | TWX1 LED Wallpack, 4,000K, Selectable Lumen Output (600-2,950 Lumens), Button Photocell, and Dark Bronze Finish - Fixture Set to 12W Output                                       |                         | 0                 | 0.012  | 52.56   | 0.161          | 705.18          |
| Theater  | Exterior | 34  | TWX1 LED Wallpack, 4,000K, Selectable Lumen Output (600-2,950 Lumens), Button Photocell, and Dark Bronze Finish - Fixture Set to 12W Output                                       |                         | 0                 | 0.012  | 52.56   | 0.008          | 35.04           |



# 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

##### Building Lighting Improvements:

1. Measurement and Verification Method: The method for verification of savings associated with this FIM is based on **Option A**.
2. What will be measured: Fixture wattages, on a sample of fixtures consisting of either single fixtures or a circuit of fixtures, shall be measured on fixtures with a population of 50 or more.
3. Sample size to be measured: Measurements shall be taken of a representative sample, the size of which shall not exceed 5% of the population, for unique retrofit types which have a total population of 50 or more. For retrofits with less than this population the manufacturer's published wattages for each fixture type as referenced in the energy calculation section of the contract shall be used.
4. How will measurements be made: Power (watt) measurements will be performed with a handheld true-RMS meter. Where applicable, the measurements will be performed at a wall switch. If it is not possible to isolate the fixtures on one switch, then measurements will be performed at the individual fixture.
5. How will the measurements be used to determine actual savings: The pre-and post-field measurements (watts) will be inserted in the original calculation spreadsheet to determine the actual savings.
6. How often will measurements be performed: Pre-retrofit power measurements will be taken once immediately before work begins. After installation, the post-retrofit power measurements will be taken once to determine actual savings for the first year.
7. Stipulated values used: Burn hours of the fixtures are stipulated as presented in the lighting calculation spreadsheets included in the savings calculation section of the contract. These values were determined through discussions with the Owner and are agreed to by all parties.

Summary: Wattages, determined as previously described, operating hours, as set forth in in the energy calculation section and the savings calculations, as set forth in the energy calculation section, shall be used to determine savings for the entire guarantee period.

##### Building Envelope

1. Measurement and Verification Method: The method for verification of savings associated with this FIM is based on **Option E**.
2. The pre-retrofit hours and gaps will be stipulated as in Exhibit H.
3. Post-retrofit, the verification will include review of installed materials and locations to ensure they will meet and exceed the calculation shown in Exhibit H.
4. All other parameters are stipulated, and savings are calculated as summarized in Exhibit H.
5. No Post installation measurement will be performed, and the stipulated value will be used for all calculations throughout the Guarantee Period.

##### Water Conservation

1. Measurement and Verification Method: The method for verification of savings associated with this FIM is based on **Option E**.
2. The pre-retrofit usage and temperature delta will be stipulated as in Exhibit H.
3. Post-retrofit, the verification will include review of installed materials and locations to ensure they will meet and exceed the calculation shown in Exhibit H.
4. All other parameters are stipulated, and savings are calculated as summarized in Exhibit H.



## EXHIBIT I CONTRACTOR'S M&V RESPONSIBILITIES

5. No Post installation measurement will be performed, and the stipulated value will be used for all calculations throughout the Guarantee Period.

### Low-E Ceiling

1. Measurement and Verification Method: The method for verification of savings associated with this FIM is based on **Option E**.
2. The pre-retrofit hours and compressor data will be stipulated as in Exhibit H.
3. Post-retrofit, the verification will include review of installed materials and locations to ensure they will meet and exceed the calculation shown in Exhibit H.
4. All other parameters are stipulated, and savings are calculated as summarized in Exhibit H.
5. No Post installation measurement will be performed, and the stipulated value will be used for all calculations throughout the Guarantee Period.

### Operational Savings

1. Measurement and Verification Method: The method for verification of savings associated with this FIM is based on **Option E**.
2. The pre-retrofit spending will be stipulated as in Exhibit H.
3. Post-retrofit, the verification will include review of installed materials and locations to ensure they will meet and exceed the calculation shown in Exhibit H.
4. All other parameters are stipulated, and savings are calculated as summarized in Exhibit H.
5. No Post installation measurement will be performed, and the stipulated value will be used for all calculations throughout the Guarantee Period.

8F Exhibit 2

| Project  | Project Description   | Budget            | Federal Incentives | Budget Net Cost  | Actual Cost       | Updated Incentives  | Total Cost        | Over (Under)     |
|--|---|-------------------|--------------------|------------------|-------------------|---------------------|-------------------|------------------|
| Design   | Design Work - Front Entry & Locker Rooms  | 237,000           |                    | 237,000          | 237,000           |                     | 237,000           | -                |
| Design   | Design Work - Ice Rink Plant  | 340,000           |                    | 340,000          | 340,000           |                     | 340,000           | -                |
| Arena 1  | Structural Reinforcement: Install new support for 1 bad beam, and exterior splice places for 6 additional Beams                             | 193,000           | -                  | 193,000          | 183,532           | -                   | 183,532           | (9,468)          |
| Arena 2  | Drainage around Colstrup (practice) Rink - Install new drain tile around the rink, pick up the downspouts                                   | 139,000           | -                  | 139,000          | 129,330           | -                   | 129,330           | (9,670)          |
| Arena 3  | Building Envelope - Seal roof/wall connections and replace door weather-stripping   | 37,000            | -                  | 37,000           | 35,479            | -                   | 35,479            | (1,521)          |
| Arena 4  | Frost Testing - Test to determine depth of frost under Colstrup rink  | 22,000            | -                  | 22,000           | 20,900            | -                   | 20,900            | (1,100)          |
| Arena 5 & 6 & 10   | Refrigeration System - Install high efficient refrigeration system for both rinks (Geothermal) & Rink Floor Colstup                         | 6,616,000         | 2,425,000          | 4,191,000        | 7,839,594         | 2,471,805.00        | 5,367,789         | 1,176,789        |
| Arena 7 & 8  | Lighting for Building & Rinks - Retrofit/replace existing T8 fluorescent lamps and cans with LED technology                                 | 262,000           | 30,000             | 232,000          | 185,836           | 15,248.00           | 170,588           | (61,412)         |
| Arena 9  | Dehumidification modifications - Add heat to the DHU, replace Desiccant Wheel, extend the duct sock down the rink                           | 199,000           | -                  | 199,000          | 200,518           | -                   | 200,518           | 1,518            |
| Arena 12   | Low E-Ceiling - Add low E ceiling to Colstrup to reduce radiation load on the refrigeration system  | 97,000            | -                  | 97,000           | 90,612            | -                   | 90,612            | (6,388)          |
| Arena 13   | Water Conservation - Modify the existing fixtures to flow the correct (rated) amount of water. Install low flow diffusers and shower heads. | 37,000            | -                  | 37,000           | 35,485            | -                   | 35,485            | (1,515)          |
| Arena 11 & 14  | New Front Entry Addition - Expand front lobby with space modifications & Locker Room HVAC and modifications                                 | 1,260,000         | -                  | 1,260,000        | 1,260,000         | -                   | 1,260,000         | -                |
| Arena 15   | Frost Removal Allowance - This is a very rough estimate, cost can vary from \$100,000 to \$600,000 or more                                  | 500,000           | -                  | 500,000          | -                 | -                   | -                 | (500,000)        |
| Arena 16   | Colstrup rink: Replace sound system   | 21,000            | -                  | 21,000           | 21,000            | -                   | 21,000            | -                |
| Arena 17   | Replace shower units  | 30,000            | -                  | 30,000           | 42,350            | -                   | 42,350            | 12,350           |
| <b>Arena Total</b>   |   | <b>9,990,000</b>  | <b>2,455,000</b>   | <b>7,535,000</b> | <b>10,621,636</b> | <b>2,487,053.00</b> | <b>8,134,583</b>  | <b>599,583</b>   |
| Design   | Design Work   | 83,000            | -                  | 83,000           | 83,000            | -                   | 83,000            | -                |
| Aquatic 1  | Pool and Domestic Water Heating - Replace boiler and water heater with new equipment  | 275,000           | -                  | 275,000          | 321,213           | -                   | 321,213           | 46,213           |
| Aquatic 2  | Replace Electrical Systems - Replace electrical equipment in filter room  | 176,000           | -                  | 176,000          | 128,234           | -                   | 128,234           | (47,766)         |
| Aquatic 3  | Lighting- Retrofit/replace existing T8 fluorescent lamps and cans with LED technology.  | 22,000            | -                  | 22,000           | 16,068            | 1,088.00            | 14,980            | (7,020)          |
| Aquatic 4  | Removal of multi play features in splash pool, and replace with upgraded equipment  | 107,000           | -                  | 107,000          | 107,000           | -                   | 107,000           | -                |
| Aquatic 5  | Building Enhancements - Move front entry and expand the concessions area  | 487,000           | -                  | 487,000          | 487,000           | -                   | 487,000           | -                |
| <b>Aquatic Center Total</b>  |   | <b>1,150,000</b>  | <b>-</b>           | <b>1,150,000</b> | <b>1,142,515</b>  | <b>1,088.00</b>     | <b>1,141,427</b>  | <b>(8,573)</b>   |
| Theater 1  | Front Door and Window Replacement - New windows and doors with ADA access   | 194,000           | -                  | 194,000          | 181,141           | -                   | 181,141           | (12,859)         |
| Theater 2  | Lighting- Retrofit/replace existing T8 fluorescent lamps and cans with LED technology.  | 22,000            | -                  | 22,000           | 15,719            | 1,061.00            | 14,658            | (7,342)          |
| Theater 3  | Building Envelope - Seal roof/wall connections and replace door weather-stripping   | 5,000             | -                  | 5,000            | 4,315             | -                   | 4,315             | (685)            |
| Theater 4  | Water Conservation - Modify the existing fixtures to flow the correct (rated) amount of water. Install low flow diffusers and shower heads. | 10,000            | -                  | 10,000           | 9,512             | -                   | 9,512             | (488)            |
| Theater 5  | Controls Expansion - Add building automation for the HVAC equipment   | 70,000            | -                  | 70,000           | 68,242            | -                   | 68,242            | (1,758)          |
| Theater 6  | Dressing rooms: Air conditioner   | 12,000            | -                  | 12,000           | 15,725            | -                   | 15,725            | 3,725            |
| Theater 7  | Lower level: Replace furnace  | 22,000            | -                  | 22,000           | -                 | -                   | -                 | (22,000)         |
| Theater 8  | Exterior: Replace digital sign  | 25,000            | -                  | 25,000           | -                 | -                   | -                 | (25,000)         |
| <b>Theater Total</b>   |   | <b>360,000</b>    | <b>-</b>           | <b>360,000</b>   | <b>294,655</b>    | <b>1,061.00</b>     | <b>293,594</b>    | <b>(66,406)</b>  |
| Splash Pad   | Splash Pad - Add restrooms and storage building   | 250,000           | -                  | 250,000          | 250,000           | -                   | 250,000           | -                |
|  |   | 250,000           | -                  | 250,000          | 250,000           | -                   | 250,000           | -                |
| <b>Total all Projects</b>  |   | <b>11,750,000</b> | <b>2,455,000</b>   | <b>9,295,000</b> | <b>12,308,806</b> | <b>2,489,202.00</b> | <b>9,819,604</b>  | <b>524,604</b>   |
| Arena  |   | 9,990,000         | 2,455,000          | 7,535,000        | 10,621,636        | 2,487,053.00        | 8,134,583         | 599,583          |
| Aquatic  |   | 1,150,000         | -                  | 1,150,000        | 1,142,515         | 1,088.00            | 1,141,427         | (8,573)          |
| Theater  |   | 360,000           | -                  | 360,000          | 294,655           | 1,061.00            | 293,594           | (66,406)         |
| Splash Pad   |   | 250,000           | -                  | 250,000          | 250,000           | -                   | 250,000           | -                |
| Total per above  |   | 11,750,000        | 2,455,000          | 9,295,000        | 12,308,806        | 2,489,202           | 9,819,604         | 524,604          |
| Donations  |   | -                 | -                  | -                | (250,500)         | -                   | (250,500)         | (250,500)        |
| Chillers   |   | -                 | -                  | -                | 180,000           | -                   | 180,000           | 180,000          |
| Financing Costs, Contingency etc   |   | 500,000           | -                  | 500,000          | 225,756           | -                   | 225,756           | (274,244)        |
| <b>Total all Projects</b>  |   | <b>12,250,000</b> | <b>2,455,000</b>   | <b>9,795,000</b> | <b>12,464,062</b> | <b>2,489,202</b>    | <b>9,974,860</b>  | <b>179,860</b>   |
| <b>Projects if approved 10.14.2024</b>   |   | <b>2,058,000</b>  | <b>30,000</b>      | <b>2,028,000</b> | <b>1,925,237</b>  | <b>17,397</b>       | <b>1,907,840</b>  | <b>(120,160)</b> |
| Note: Does not include potential utility and operating and maintenance savings |   |                   |                    |                  |                   |                     |                   |                  |
| <b>City Projects</b>   | All others APEX   |                   |                    |                  |                   | 5,000.00            | Addl Bond - \$9.8 |                  |



EXTRACT OF MINUTES OF MEETING  
OF THE CITY COUNCIL OF THE  
CITY OF ALBERT LEA, MINNESOTA

HELD: October 14, 2024

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Albert Lea, Freeborn County, Minnesota, was duly called and held at the City Hall in said City on October 14, 2024, at 7:00 p.m.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION NO. \_\_\_\_\_

RESOLUTION MAKING CERTAIN FINDINGS WITH  
RESPECT TO SUBSTANDARD BUILDINGS

A. WHEREAS, the City of Albert Lea (the "City") intends to undertake a redevelopment project in the City (the "Redevelopment Project"); and

B. WHEREAS, a part of the Redevelopment Project involves the demolition and clearance of certain blighted buildings (the "Buildings") described on Exhibit A attached hereto located on certain parcels also described on Exhibit A attached hereto (the "Parcels"); and

C. WHEREAS, the City proposes to create a tax increment financing district including the Parcels as a "redevelopment district"; and

D. WHEREAS, the deteriorated condition of the Buildings creates a health and safety concern necessitating the demolition of the Buildings prior to the creation of a tax increment financing district; and

E. WHEREAS, Minnesota Statutes, Sections 469.174 to 469.1794 provides that a City may create a tax increment financing district (a "TIF District") as a "redevelopment district" if the City finds by resolution that parcels consisting of 70% of the area of the TIF District are occupied by buildings, streets, paved or gravel parking lots or other similar structures, and more than 50% of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance; and

F. WHEREAS, Minnesota Statutes, Section 469.174, subdivision 10(d), provides, among other things, that a parcel may be deemed to be occupied by a structurally substandard building if (1) the parcel was occupied by a substandard building within three years of the filing of the request for certification of the parcel as part of the TIF District with the county auditor; (2) the substandard building was demolished or removed by the City, the demolition or removal was financed by the City or was done by a developer under a development agreement with the City;

and (3) the City found by resolution, before the demolition or removal, that the parcel was occupied by a structurally substandard building and that after demolition and clearance the City intended to include the parcel within the district.

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

1. At least 15% of the area of the Parcels are occupied by the Buildings and other streets, paved or gravel parking lots or other similar structures.
2. The Buildings are "structurally substandard" within the meaning of Minnesota Statutes, Section 469.174, subdivision 10. The reasons and supporting facts for this determination are on file with the staff of the City.
3. Upon filing the request for certification of the tax capacity of the Parcels as part of the TIF District, the City will notify the county auditor that the original tax capacity of the Parcels must be adjusted as provided in Minnesota Statutes, Section 469.177, subdivision 1, paragraph (f).
4. The City Manager and Mayor are authorized to enter into the attached development agreements as necessary regarding the properties listed in Exhibit A.

The motion for adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after full discussion thereof, and upon a vote being taken thereof, the following voted in favor thereof:

and the following voted against same:

Adopted this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk-Treasurer

STATE OF MINNESOTA  
COUNTY OF FREEBORN  
CITY OF ALBERT LEA

I, the undersigned, being the duly qualified and acting City Manager of the City of Shoreview, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council of the City held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a Resolution Making Certain Findings With Respect to Substandard Buildings.

WITNESS my hand as such City Clerk-Treasurer of the City Council of the City of Albert Lea, Minnesota this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk-Treasurer

EXHIBIT A

Parcel and Building Information

| <u>Parcel Identification Number</u>                | <u>Number of Buildings</u> |
|--|----------------------------|
| 34.006.0570  | 1                          |
| 34.007.1610, 34.007.1620; 34.007.1630; 34.007.1640 | 1                          |

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF ALBERT LEA

AND

[ ]

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP  
2200 IDS Center  
80 South 8<sup>th</sup> Street  
Minneapolis, Minnesota 55402

## Table of Contents

|              | Page   |
|--------------|--|
| ARTICLE I    | DEFINITIONS..... 2                                 |
| Section 1.1. | Definitions..... 2                                 |
| ARTICLE II   | REPRESENTATIONS AND WARRANTIES..... 2              |
| Section 2.1. | Representations and Warranties of the City..... 2  |
| Section 2.2. | Representations and Warranties of Developer..... 2 |
| ARTICLE III  | INDEMNIFICATION..... 3                             |
| Section 3.1. | Release and Indemnification Covenants..... 3       |
| ARTICLE IV   | ADDITIONAL PROVISIONS ..... 4                      |
| Section 4.1. | Conflicts of Interest..... 4                       |
| Section 4.2. | Titles of Articles and Sections ..... 4            |
| Section 4.3. | Notices and Demands ..... 4                        |
| Section 4.4. | Counterparts ..... 4                               |
| Section 4.5. | Law Governing ..... 5                              |
| EXHIBIT A    | Description of Building and Parcel..... A-1        |

## DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the \_\_\_<sup>th</sup> day of October, 2024, by and between the City of Albert Lea (the "City"), a municipal corporation existing under the laws of the State of [\_\_\_\_\_] , a [\_\_\_\_\_] corporation (the "Developer").

WITNESSETH:

WHEREAS, the Developer intends to undertake a redevelopment project in the City (the "Redevelopment Project");

WHEREAS, the Redevelopment Project requires the demolition and clearance of a certain blighted building (the "Building") described on Exhibit A attached hereto located on a certain parcel also described on Exhibit A attached hereto (the "Parcel");

WHEREAS, the deteriorated condition of the Building necessitates the demolition of the Building prior to the creation of a tax increment financing district;

WHEREAS, Minnesota Statutes, Sections 469.174 to 469.1794 (the "Tax Increment Act") provides that an authority may create a tax increment financing district (a "TIF District") as a "redevelopment district" if the authority finds by resolution that parcels consisting of 70% of the area of the TIF District are occupied by buildings, streets, utilities or other improvements, and more than 50% of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;

WHEREAS, Minnesota Statutes, Section 469.174, subdivision 10(d), provides, among other things, that a parcel may be deemed to be occupied by a structurally substandard building if (1) the parcel was occupied by a substandard building within three years of the filing of the request for certification of the parcel as part of the TIF District with the county auditor; (2) the substandard building was demolished or removed by the authority, the demolition or removal was financed by the authority or was done by a developer under a development agreement with the authority; and (3) the authority found by resolution, before the demolition or removal, that the parcel was occupied by a structurally substandard building and that after demolition and clearance the authority intended to include the parcel within the district; and

WHEREAS, the City has found by resolution adopted October 14, 2024, that 70% of the Parcel is occupied by the Building or other buildings, structures, utilities or other improvements and that the Building is "structurally substandard" within the meaning of Minnesota Statutes, Section 469.174, subdivision 10.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

**DEFINITIONS**

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

City means the City of Albert Lea, Minnesota, or any successor to its functions;

Developer means [\_\_\_\_\_], a [\_\_\_\_\_] corporation, its successors and assigns;

Project means the demolition of the Building to be completed by the Developer;

State means the State of Minnesota;

Tax Increment Act or TIF Act means the Minnesota Tax Increment Financing Act, that is, Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented;

Tax Increment District or TIF District means the Tax Increment Financing District if created by the City as redevelopment district under the Tax Increment Act;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty, to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II

**REPRESENTATIONS AND WARRANTIES**

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation organized under the provisions of the Constitution and laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

Section 2.2. Representations and Warranties of Developer. The Developer makes the following representations and warranties:



(1) The Developer is an [ ] and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so will not violate its [articles of organization or operating agreement], or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) Barring Unavoidable Delays, the Developer will cause the Project to be completed by [ ].

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or resulting in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

ARTICLE III

ADDITIONAL PROVISIONS

Section 3.1. Conflicts of Interest. Except for any member of the governing body that abstains from voting on the entering into this Agreement and all other matters concerning the Parcel and the Project, no member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Redevelopment Project or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 3.2. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 3.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at:

[\_\_\_\_\_]

[\_\_\_\_\_]

(b) in the case of the City is addressed to or delivered personally to the City at:

City of Albert Lea, Minnesota  
221 E. Clark St.  
Albert Lea, MN 56007  
Attention: City Manager

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 3.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 3.5. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF ALBERT LEA, MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Manager

This is a signature page to the Development Agreement by and between the City of Albert Lea and [\_\_\_\_\_].

[\_\_\_\_\_]

By \_\_\_\_\_  
Its \_\_\_\_\_

This is a signature page to the Development Agreement by and between the City of Albert Lea and [\_\_\_\_\_].

EXHIBIT A

Description of Building and Parcel

Description of Building: [ ] square foot building built in [ ],  
located at [insert street number and name] Street

Parcel Identification Numbers: 34.007.1610, 34.007.1620; 34.007.1630; 34.007.1640

RESOLUTION 24-

Introduced by Councilor \_\_\_\_\_

RESOLUTION AUTHORIZING THE PURCHASE OF  
PROPERTY: 610 WATER STREET

WHEREAS, the property located at 610 Water Street (Property) is classified as substandard; and

WHEREAS, the Minnesota Housing and Finance Agency (Owner) requests that the City take ownership and demolish the property due to its poor condition; and

WHEREAS, City Charter Sec. 9.01 authorizes the City to “acquire by purchase, gift, condemnation or otherwise, property within or outside its boundaries that may be needed by the city for a public purpose.”;

WHEREAS, the removal of blight and substandard housing is a public purpose; and

WHEREAS, the Property will be purchased for no more than one dollar (\$1.00).

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

Sec. 1. That the City Council finds a public purpose to acquire the Property for demolition.

Sec. 2. That the Mayor, City Manager or authorized staff are directed to execute any deeds, conveyances, purchase agreements, or other instruments or documents necessary to carry out the authorized request for and acquisition of the Property.

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

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

Introduced and passed this 14<sup>th</sup> day of October, 2024.

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2023.

---

Secretary of the Council

RESOLUTION 24-

Introduced by Councilor -

RESOLUTION AUTHORIZING THE STABILIZATION OF 625 MAIN STREET WEST

WHEREAS, the building located at 625 Main Street West needs stabilization and is considered substandard; and

WHEREAS, the owner(s) have not cooperated and the repair costs should be assessed to the property; and

WHEREAS, the City has been awarded an administrative search warrant to enter the premises and abate the nuisances caused by lack of maintenance to the roof and soffit; and

WHEREAS, the City has funding in the 2024 Capital Plan for \$140,000 from Fund 230; and

WHEREAS, staff does not expect to use that full amount; and

WHEREAS, staff has put out for competitive quote:

- Remove/replacement shingles with Class 3 asphalt shingles.
- Replacement of weathered, damaged or missing decking.
- Installation of ½ treated plywood to seal holes in the fascia and soffit.
- All replacement truss framing repair is as needed, and staff approval.

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

Sec. 1. That the City Manager is authorized to proceed with the Capital Plan and expend funds that meet the warrant and stabilizes the structure.

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 Baker, Howland, Rasmussen, Olsen, Anderson and Mayor Murray;

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

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council

RESOLUTION 24

Introduced by Councilor

RESOLUTION APPROVING LOT CONSOLIDATION AGREEMENT BETWEEN THE CITY OF  
ALBERT LEA AND ALBERT LEA PORT AUTHORITY

WHEREAS, Albert Lea Port Authority is the owner of Parcels described as follows:

Lot 1, Block 3, Port Authority Plat No. 3, as the same is platted and recorded in the office of the County Recorder of Freeborn County, Minnesota.

AND

**Parcel 3**

That part of Lot 1, Block 2, Port Authority Plat No. 3, as the same is platted and recorded in the office of the County Recorder of Freeborn County, Minnesota; more specifically described as follows:

Beginning at the northeast corner of said Lot 1;

thence South 00°06'01" West a distance of 348.98 feet on an assumed bearing on the east line of said Lot 1, to the southeast corner thereof;

thence South 89°43'20" West a distance of 123.63 feet, on the south line of said Lot 1, to the west line of the east 123.63 feet of said Lot 1;

thence North 00°06'01" East a distance of 356.71 feet on said west line, to the northerly line of said Block 2;

thence Easterly a distance of 123.83 feet, on the northerly line of said Lot 1 and on a nontangential curve, concave to the north, having a central angle of 02°47'36", a radius of 2540.00 feet, a chord bearing of South 86°41'54" East, and a chord length of 123.82 feet, to the point of beginning.

WHEREAS, said property is currently zoned I-2 Industrial District of which the purpose of the I-2 is to create industrial areas to accommodate a wide variety of industrial establishments; and

WHEREAS, a tenant of the Albert Lea Port Authority wishes to build a solar array on an adjacent parcel; and

WHEREAS, the City of Albert Lea Zoning Ordinance does not allow solar arrays as a principal use; and



WHEREAS, The City of Albert Lea cannot issue a zoning and/or building permit unless the above-mentioned parcels are combined; and

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

Sec. 1. The Albert Lea Port Authority agrees that the above-described parcels shall be considered one parcel and that neither of the parcels shall be sold separately anytime in the future.

Sec. 2. This agreement shall be binding upon the parties, their heirs, successors and assigns and shall run with the land.

Sec. 3. Once the agreement is signed and recorded the City of Albert Lea will issue a solar array permit.

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, Olson, Rasmussen, Anderson, and Mayor Murray;

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

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024.

---

Secretary of the Council

ORDINANCE 24-

Introduced by Councilor

**AN ORDINANCE OF THE CITY OF ALBERT LEA, MINNESOTA  
AMENDING CHAPTER 12, ARTICLE XI. TAXICAB – SEC. 12.373. INSURANCE  
REQUIRED**

**THE CITY COUNCIL OF THE CITY OF ALBERT LEA ORDAINS:**

**Sec. 12.373. Insurance required.**

Before a taxicab license is issued by the council, the licensee shall have and maintain ~~public liability insurance issued by an insurance company authorized to do business in the State of Minnesota for each vehicle authorized in the amount of \$100,000 for bodily injury to any one person, in the amount of \$300,000 to injuries to more than one person which are sustained in the same accident and \$50,000 for property damage resulting from any one accident. and bodily injury insurance in the currently required amounts.~~ The insurance shall at all times be effective during the licensed period. Such insurance shall cover all passengers carried by the insured licensee and shall be for public taxicab purposes. All such policies shall contain a clause providing for ten (10) days' written notice to the city clerk before cancellation, and a certificate of such insurance shall be furnished to the city before a license is issued.

Formatted: Normal

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, Olson, Rasmussen, Anderson, and Mayor Murray;

And, the following voted against the same: None

Introduced and passed the first time on the 14<sup>th</sup> day of October, 2024

\_\_\_\_\_  
Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

\_\_\_\_\_  
Secretary of the Council

ORDINANCE 24-

Introduced by Councilor

**AN ORDINANCE OF THE CITY OF ALBERT LEA TO REGULATE CANNABIS BUSINESSES  
– CHAPTER 5 – CANNABIS PRODUCTS**

The City Council of Albert Lea, Minnesota hereby ordains:

**Sec. 1. Administration.**

1.1 Findings and Purpose

The City of Albert Lea makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the city to protect the public health, safety, welfare of the city residents by regulating cannabis businesses within the legal jurisdiction of the city.

The city finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the city. That the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

1.2 Authority and Jurisdiction

The city has the authority to adopt this ordinance pursuant to:

- a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- c) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
- d) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

Ordinance shall be applicable to the legal jurisdiction of the City of Albert Lea.

1.3 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

1.4 Enforcement

The city is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

## 1.5 Zoning and Land Use

Refer to chapter 50 within the municipal code for all zoning requirements for licensed cannabis related businesses and services.

## 1.6 Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.
2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
3. Cannabis Event Organizer: A person, cooperative, or business holding a cannabis event organizer license with the Office of Cannabis Management (OCM) or the “office”.
4. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusiness with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers.
5. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
6. Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
7. Intoxicating cannabinoid: a cannabinoid, including an artificially derived cannabinoid, that when introduced into the human body impairs the central nervous system or impairs the human audio, visual, or mental processes. Intoxicating cannabinoid include, but is not limited to, any tetrahydrocannabinol.
8. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.
9. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as “OCM” in this ordinance.
10. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.

11. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
12. Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
13. Residential Treatment Facility: As defined under Minn. Stat. 245.462 subd. 23.
14. Retail Registration: An approved registration issued by the city to a state-licensed cannabis retail business.
15. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
16. State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

## **Sec. 2. Registration of all Cannabis Businesses**

### *2.1 Consent to registering of Cannabis Businesses*

- A. No individual or entity may operate a state-licensed cannabis business within the City of Albert Lea without first registering with the City of Albert Lea.
- B. Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of up to \$2,000 for each violation.

### *2.2 Compliance Checks Prior to Retail Registration*

- A. Prior to issuance of a cannabis retail business registration, the City of Albert Lea shall conduct a preliminary compliance check to ensure compliance with local ordinances and state laws.
- B. Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, the City of Albert Lea shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

### *2.3 Registration & Application Procedure*

#### *2.3.1 Fees.*

- A. The City of Albert Lea shall not charge an application fee.
- B. A registration fee, as established in the City of Albert Lea's fee schedule, shall be charged to applicants depending on the type of retail business license applied for.
- C. An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial

registration fee shall include the initial retail registration fee and the first annual renewal fee.

- D. Any renewal retail registration fee imposed by (The City of Albert Lea) shall be charged at the time of the second renewal and each subsequent renewal thereafter.
- E. A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.
- F. A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

### 2.3.2 *Application Submittal.*

The city shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

- A. An applicant for a retail registration shall fill out an application form, as provided by the City. Said form shall include, but is not limited to:
  - i. Full name of the property owner and business owner (applicant), and business manager;
  - ii. Address, email address, and telephone number of the owner, applicant and manager;
  - iii. The address and parcel ID for the property which the retail registration is sought;
  - iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
  - v. Acknowledgement the applicant is aware of zoning and design requirements for their business and has access to such requirements online or shall be given a printed copy upon request.
- B. The applicant shall include with the form:
  - i. The application and fee as required in [Section 2.3.1];
  - ii. A copy of a valid state license or official notice from the OCM that the license is preapproved;
  - iii. Proof of state-required insurance
- C. Once an application is considered complete, the city shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.
- D. Prior to applicant submittal, both applicant and property owner of applicants' place of business must be current on all state, county and local taxes and assessments.
- E. The application fee shall be non-refundable once received.

### 2.3.3 *Application Approval*

- A. A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 2.6.
- B. A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.

#### *2.3.4 Annual Compliance Checks.*

- A. The City of Albert Lea shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under [Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24] and this/these [chapter/section/ordinances].
- B. The city shall conduct at minimum one unannounced age verification compliance check at least once per calendar year. Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.
- C. Any failures under this section shall be reported to the Office of Cannabis Management.

#### *2.3.5 Location Change*

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of the City of Albert Lea.

### 2.4 Renewal of Registration

- A. The City of Albert Lea shall renew an annual registration of a state-licensed cannabis retail business substantially concurrent with OCM renewal of the cannabis retail business' license.
- B. A state-licensed cannabis retail business shall apply to renew registration on a form established by city.

A cannabis retail registration issued under this ordinance shall not be transferred.

#### *2.4.1 Renewal Fees.*

The city may charge a renewal fee for the registration starting at the second renewal, as established in the City of Albert Lea's fee schedule.

#### *2.4.2 Renewal Application.*

The application for renewal of a retail registration shall include, but is not limited to:

- A. Items required under Section 2.3.2 of this Ordinance.

B. Listing any prior violations of local ordinances in the past 2 years with a brief explanation.

2.5 Suspension of Registration

*2.5.1 When Suspension is Warranted.*

The city may suspend a cannabis retail business's registration if it violates the ordinance of city or poses an immediate threat to the health or safety of the public. The city shall immediately notify the cannabis retail business in writing the grounds for the suspension.

*2.5.2 Notification to OCM.*

The city shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide city and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

*2.5.3 Length of Suspension.*

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The city may reinstate a registration if it determines that the violations have been resolved.

*2.5.4 Civil Penalties.*

Subject to Minn. Stat. 342.22, subd. 5(e) the city may impose a civil penalty, as specified in the city's Fee Schedule, for registration violations.

2.6 Limiting of Registrations

The city shall limit the number of cannabis retailer businesses:

- A. The City of Albert Lea shall limit the number of cannabis retail businesses to no fewer than one registration for every 12,500 residents within the City of Albert Lea.
- B. If the City has one active cannabis retail businesses registration for every 12,500 residents, the City shall not be required to register additional state-licensed cannabis retail businesses.
- C. The City of Albert Lea shall limit the number of cannabis retail businesses to two (2).

2.7 Hours of Operation

No cannabis retail business may operate outside the hours of:

- 1. 10:00 a.m. to 9:00 p.m. on Sundays;
- 2. 8:00 a.m. to 10:00 p.m. on Monday through Saturday;



And shall be closed:

1. All day Thanksgiving Day;
2. After 8:00 p.m. on Christmas Eve, December 24;
3. All day Christmas Day, December 25.

### **Sec. 3. Lower-Potency Hemp Products**

#### 3.1 Low-Potency Hemp Retail

The sale of low potency products as regulated by State Statute and licensed by the Office of Cannabis Management.

#### 3.2 Zoning and Land Use

Retail sales of low potency cannabis products cannot exceed more than 5% of the retail products available as measured by existing utilized shelf or display space in order to not be classified as cannabis retail for zoning purposes only. Refer to chapter 50 within the municipal code for all zoning requirements for licensed cannabis cultivation, retail, wholesale, manufacturing or services.

#### 3.3 Additional Standards

##### A. Sales within Liquor Store

The sale of Low-Potency Edibles and Hemp Beverages are permitted in off sale Liquor Stores.

##### B. Age Requirements.

The sale of Low-Potency Edibles and Hemp Beverages are permitted without internal display restrictions in places that admit only persons 21 years of age or older.

##### C. Under 21 - Beverage Display.

In permitted locations without age restrictions Low-Potency Hemp Beverages shall be sold from cases and displays designated as 21 years and older.

##### D. Under 21 - Edible Display.

In permitted locations without age restrictions Low-Potency Edibles shall be sold behind a counter, and stored in a locked case at non cannabis retail licensed establishments.

### **Sec. 4. Temporary Cannabis Events**

#### 4.1.1 *State License Required.*

- A. A cannabis event organizer license entitles the license holder to organize a temporary cannabis event lasting no more than four days. Prior to obtaining a local license and events permit, a license holder must show proof of current state

license as a Cannabis Event Organizer.

- B. A license or permit is required to be issued and approved by the city prior to holding a Temporary Cannabis Event that will sell or allow intoxicating cannabinoid products.

#### 4.1.2 *Registration & Application Procedure*

All events require a minimum a 30-day notice to review event plans for compliance with State Statute 342.40. Any application less than 30 days-notice shall be automatically rejected. Each event shall have a fee charged to the Cannabis Event Organizer only. The rate shall be established in the city's fee schedule.

Applicants shall provide but may not be limited to provide the following:

- A. Plans for security to general public safety, security for cannabis workers, security of intoxicating cannabinoid product displays, and storage security of intoxicating cannabinoid products.
- B. Plans on how to restrict access of intoxicating products to minors and verify age at the time of sale.
- C. Plans on how waste will be disposed properly.
- D. Details on how sales take place in an established retail space and how sales are recorded for tax collection.
- E. Full list of all vendors with a brief explanation of what they are providing/selling, and their license number/information.

#### 4.1.3 *Application Submittal & Review*

The city shall require an application for Temporary Cannabis Events.

- A. An applicant for a retail registration shall fill out an application form, as provided by the city. Said form shall include, but is not limited to:
  - i. Full name of the property owner and business owner (applicant), and business manager;
  - ii. Address, email address, and telephone number of the owner, applicant and manager;
- B. The applicant shall include with the form:
  - i. the application fee as required in (Section 4.1.2);
  - ii. a copy of the OCM cannabis event license.
  - iii. Copies of plans, vendor lists and other documents meeting the standards in Section 4.1.2
  - iv. Proof of state-required insurance

The application shall be submitted to the city designee for review no less than 30 days prior to the event. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of

deficiencies.

- C. Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the city council for approval or denial.
- D. The application fee shall be non-refundable once processed.
- E. A Temporary Cannabis Event shall meet the following standards:
  - i. Prohibition of smoking at any event
  - ii. Prohibition of vaping at any event
  - iii. Organizer shall not allow the serving of intoxicating cannabis products to impaired or intoxicated individuals
  - iv. Organizer shall not allow excessive intoxicated behavior of any group or individual, and may be held liable for any damages.
  - v. Organizer and vendors must be current on all state, county and local taxes including but not limited to sales tax.
  - vi. Organizer and vendors shall not have any prior violations of this chapter or the sale of intoxicating cannabinoid, tobacco, alcohol or sexually oriented products to a minor.
- F. A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. If a vendor has a history of not complying with the standards of this chapter, that vendor may be denied participation without full denial of the event. The city shall notify the applicant of the standards not met and basis for denial.
- G. Temporary cannabis events may only be held at:
  - i. Convention centers
  - ii. Fairgrounds
  - iii. Non-residential private property that meets setback and zoning requirements
  - iv. Locations of registered cannabis businesses
  - v. All other locations must have pre-approved city council approval
- J. Temporary cannabis events shall only be held between the hours of:
  - i. 10:00 a.m. to 9:00 p.m. on Sundays;
  - ii. 8:00 a.m. to 10:00 p.m. on Monday through Saturday;
- K. Temporary cannabis events shall not be held the following days:
  - i. January 1<sup>st</sup>
  - ii. July 3<sup>rd</sup>
  - iii. July 4<sup>th</sup>
  - iv. Thanksgiving Day

- v. December 24<sup>th</sup>
- vi. December 25<sup>th</sup>
- vii. December 31<sup>st</sup>

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, Olson, Rasmussen, Anderson, and Mayor Murray;

And, the following voted against the same: None

Introduced and passed the first time on the 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council

EXTRACT OF MINUTES OF MEETING  
OF THE CITY COUNCIL OF THE  
CITY OF ALBERT LEA, MINNESOTA

HELD: October 14, 2024

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Albert Lea, Freeborn County, Minnesota, was duly called and held at the City Hall in said City on October 14, 2024, at 7:00 p.m.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING THE TERMS OF UP TO A  
\$200,000 INTERFUND LOAN IN CONNECTION WITH  
A PROPOSED TAX INCREMENT FINANCING DISTRICT

BE IT RESOLVED by the City Council (the "Council") of the City of Albert Lea, Minnesota (the "City"), as follows:

Section 1. Background.

(a) The City may establish a Tax Increment Financing District (the "TIF District") within Development District No. 5, and may adopt a tax increment financing plan for the TIF District (the "TIF Plan").

(b) The City may pay for certain costs to be identified in the TIF Plan consisting of land acquisition, public utilities, site improvements/preparation, other eligible improvements, and administrative costs (the "Qualified Costs") incurred in connection with the establishment of the TIF District and development of land within the TIF District, which costs may be financed on a temporary basis from City funds available for such purposes.

(c) Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the City's general fund or any other fund from which such advances may be legally made, in order to finance the Qualified Costs.

(d) The City intends to reimburse itself for the payment of the Qualified Costs, plus interest thereon, from tax increments derived from the TIF District in accordance with the terms of this resolution (which terms are referred to collectively as the "Interfund Loan").

Section 2. Terms of Interfund Loan.

(a) The City hereby authorizes the advance of up to \$200,000 from City funds or so much thereof as may be paid as Qualified Costs. The City shall reimburse itself for such

advances together with interest at the rate stated below. Interest accrues on the principal amount from the date of each advance. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 as of the date the loan or advance is authorized, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted. The interest rate shall be 5.00% and will not fluctuate.

(b) Principal and interest on the Interfund Loan (the "Payments") shall be paid annually on each December 31 commencing with the date the tax increments from the TIF District are available and not otherwise pledged to and including the earlier of (i) the date the principal and accrued interest of the Interfund Loan is paid in full, or (ii) the date of last receipt of tax increment from the TIF District ("Payment Dates") which Payments will be made in the amount and only to the extent of available tax increments. Payments shall be applied first to accrued interest, and then to unpaid principal.

(c) Payments on the Interfund Loan are payable solely from the tax increment generated in the preceding twelve (12) months with respect to the TIF District and remitted to the City by Freeborn County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, as amended. Payments on this Interfund Loan are subordinate to any outstanding or future bonds, notes or contracts secured in whole or in part with tax increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with tax increments.

(d) The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

(e) The Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from tax increment pledged to the payment hereof under this resolution. The Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs incident hereto except out of tax increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on the Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the termination of the TIF District.

(f) The City may amend the terms of the Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

Section 3. Effective Date. This resolution is effective upon the date of its approval.

Adopted this 14<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Manager

RESOLUTION 24 - XXX

Introduced by Councilor

RESOLUTION APPROVING CLAIMS

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

Sec. 1. That the claims, as presented in the attached exhibit for Check #89548 through #89720 in the amount of \$2,171,836.82 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, Olson, Rasmussen, Anderson, and Mayor Murray;

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

Introduced and passed this 14<sup>th</sup> day of October, 2024

---

Mayor Rich Murray

Filed and attested this 15<sup>th</sup> day of October, 2024

---

Secretary of the Council



# Claims Over \$25,000

## City of Albert Lea Council Meeting 10/14/2024

- **\$25,576.39 – Albert Lea Convention & Visitors Bureau**  
Lodging Tax
- **\$28,184.04 – Freeborn Mower Electric Cooperative**  
Electric Service –Water Plants/Lift Stations
- **\$39,919.00 – BCM Constructions Inc**  
Pay Estimate 1 – Marshall & Sibley Reconstruction Project – Job 2403
- **\$46,610.49 – Larson Contracting Central LLC**  
Pay Estimate 2 – 2024 Alley Reconstruction Project – Job 2405
- **\$80,275.72 – Wapasha Construction Company Inc**  
Pay Estimate 4 – WWTP Preliminary Facility Design & Construction
- **\$97,909.08 – Larson Contracting Central LLC**  
Pay Estimate 1 – Inclusive Playground & Miracle Field
- **\$98,436.95 – Mensing Construction LLC**  
Pay Estimate 2 – Academy & Fairway Raingarden



# Claims Over \$25,000

## City of Albert Lea Council Meeting 10/14/2024

- **\$101,924.00 – Municipal Pipe Tool**  
Sliplining Project – Job 2414
- **\$147,445.00 – Rangeline Pipeline Services LLC**  
Force Main Repairs
- **205,984.32 – Southeast Service Coop**  
Health Insurance – Approximately 87% Employer and 13% Employee
- **\$229,029.85 – Ulland Brothers**  
Pay Estimate 2 – 2024 State Aid Overlay – Job 2402
- **\$485,275.35 – BCM Constructions Inc**  
Pay Estimate 3 – 5<sup>th</sup> 7<sup>th</sup> & Winter Reconstruction – Job 2404

# Accounts Payable

## Checks for Approval

User: nthoms  
 Printed: 10/10/2024 - 11:19 AM



| Check Number | Check Date | Fund                            | Account Name                   | Vendor Name | Void | Amount   |
|--------------|------------|---------------------------------|--------------------------------|-------------|------|----------|
| 0            | 09/30/2024 | 101 General                     | Supplies                       | US Bank     |      | 367.41   |
| 0            | 09/30/2024 | 101 General                     | Training & Education           | US Bank     |      | 325.00   |
| 0            | 09/30/2024 | 101 General                     | Training & Education           | US Bank     |      | 150.00   |
| 0            | 09/30/2024 | 101 General                     | Minor Equipment & Tools        | US Bank     |      | 37.75    |
| 0            | 09/30/2024 | 101 General                     | Training & Education           | US Bank     |      | 225.00   |
| 0            | 09/30/2024 | 601 Water                       | Vehicle/Equipment Parts        | US Bank     |      | 279.99   |
| 0            | 09/30/2024 | 101 General                     | Training & Education           | US Bank     |      | 104.00   |
| 0            | 09/30/2024 | 101 General                     | Supplies                       | US Bank     |      | 28.02    |
| 0            | 09/30/2024 | 101 General                     | Travel Expense                 | US Bank     |      | 299.95   |
| 0            | 09/30/2024 | 101 General                     | Supplies                       | US Bank     |      | 433.33   |
| 0            | 09/30/2024 | 101 General                     | Minor Equipment & Tools        | US Bank     |      | 60.00    |
| 0            | 09/30/2024 | 101 General                     | Training & Education           | US Bank     |      | 450.00   |
| 0            | 09/30/2024 | 101 General                     | Training & Education           | US Bank     |      | 155.00   |
| 0            | 09/30/2024 | 101 General                     | Dues & Subscriptions           | US Bank     |      | 247.00   |
| 0            | 09/30/2024 | 234 Blight/Hazardous Mitigation | Expert & Professional Services | US Bank     |      | 1.00     |
| 0            | 09/30/2024 | 234 Blight/Hazardous Mitigation | Hazard Prop Removal-Assessed   | US Bank     |      | 1.00     |
| 0            | 09/30/2024 | 101 General                     | Dues & Subscriptions           | US Bank     |      | 100.00   |
| 0            | 09/30/2024 | 101 General                     | Meeting                        | US Bank     |      | 81.69    |
| 0            | 09/30/2024 | 101 General                     | Special Programs               | US Bank     |      | 25.00    |
| 0            | 09/30/2024 | 101 General                     | Supplies                       | US Bank     |      | 4,520.60 |
| 0            | 09/30/2024 | 101 General                     | Supplies                       | US Bank     |      | 27.76    |
| 0            | 09/30/2024 | 101 General                     | Postage                        | US Bank     |      | 10.99    |
| 0            | 09/30/2024 | 101 General                     | Training & Education           | US Bank     |      | 21.00    |
| 0            | 09/30/2024 | 101 General                     | Postage                        | US Bank     |      | 10.72    |
| 0            | 09/30/2024 | 101 General                     | Minor Equipment & Tools        | US Bank     |      | 292.00   |
| 0            | 09/30/2024 | 101 General                     | Training & Education           | US Bank     |      | 250.00   |
| 0            | 09/30/2024 | 101 General                     | Training & Education           | US Bank     |      | 250.00   |
| 0            | 09/30/2024 | 601 Water                       | Vehicle/Equipment Parts        | US Bank     |      | 302.04   |
| 0            | 09/30/2024 | 601 Water                       | Vehicle/Equipment Parts        | US Bank     |      | -302.04  |
| 0            | 09/30/2024 | 101 General                     | Community Policing Initiatives | US Bank     |      | 400.00   |
| 0            | 09/30/2024 | 101 General                     | Training & Education           | US Bank     |      | 499.00   |
| 0            | 09/30/2024 | 101 General                     | Travel Expense                 | US Bank     |      | 645.00   |
| 0            | 09/30/2024 | 101 General                     | Special Programs               | US Bank     |      | 6.25     |

| Check Number | Check Date | Fund                               | Account Name                   | Vendor Name                     | Void | Amount     |
|--------------|------------|------------------------------------|--------------------------------|---------------------------------|------|------------|
| 0            | 09/30/2024 | 101 General                        | Training & Education           | US Bank                         |      | 75.00      |
| 0            | 09/30/2024 | 101 General                        | Dues & Subscriptions           | US Bank                         |      | 4.82       |
| 0            | 09/30/2024 | 101 General                        | Training & Education           | US Bank                         |      | 425.00     |
| 0            | 09/30/2024 | 101 General                        | Training & Education           | US Bank                         |      | 285.00     |
| 0            | 09/30/2024 | 101 General                        | Training & Education           | US Bank                         |      | 285.00     |
| 0            | 09/30/2024 | 101 General                        | Training & Education           | US Bank                         |      | 145.00     |
| 0            | 09/30/2024 | 101 General                        | Refuse Disposal                | US Bank                         |      | 179.75     |
| 0            | 09/30/2024 | 101 General                        | Employee Programs              | US Bank                         |      | 45.98      |
| 0            | 09/30/2024 | 101 General                        | Training & Education           | US Bank                         |      | -900.00    |
| 0            | 09/30/2024 | 101 General                        | Training & Education           | US Bank                         |      | 725.00     |
| 0            | 09/30/2024 | 101 General                        | Supplies                       | US Bank                         |      | 81.14      |
| 0            | 09/30/2024 | 101 General                        | Credit Card & Bank Fees        | US Bank                         |      | 12.90      |
| 0            | 09/30/2024 | 101 General                        | Credit Card & Bank Fees        | US Bank                         |      | 1,181.90   |
| 0            | 09/30/2024 | 101 General                        | Credit Card & Bank Fees        | US Bank                         |      | 0.69       |
| 0            | 09/30/2024 | 101 General                        | Sales Tax Payable              | Minnesota Department of Revenue |      | 4,939.00   |
| 0            | 09/30/2024 | 601 Water                          | Credit Card & Bank Fees        | US Bank                         |      | 63.59      |
| 0            | 09/30/2024 | 602 Sewer                          | Credit Card & Bank Fees        | US Bank                         |      | 22.46      |
| 0            | 09/30/2024 | 603 Solid Waste                    | Sales Tax Payable              | Minnesota Department of Revenue |      | 960.00     |
| 0            | 09/30/2024 | 603 Solid Waste                    | Refuse Fee                     | Minnesota Department of Revenue |      | 506.00     |
| 0            | 09/30/2024 | 101 General                        | Motor Fuels                    | Minnesota Department of Revenue |      | 6.49       |
| 0            | 09/30/2024 | 101 General                        | Motor Fuels                    | Minnesota Department of Revenue |      | 349.81     |
| 0            | 09/30/2024 | 602 Sewer                          | Motor Fuels                    | Minnesota Department of Revenue |      | 87.45      |
| 0            | 09/30/2024 | 101 General                        | Training & Education           | US Bank                         |      | 60.00      |
| 0            | 09/30/2024 | 101 General                        | Dental Insurance Payable       | Delta Dental                    |      | 3,306.27   |
| 0            | 09/30/2024 | 101 General                        | Supplies                       | US Bank                         |      | 167.30     |
| 0            | 09/30/2024 | 101 General                        | Expert & Professional Services | US Bank                         |      | 490.00     |
| 0            | 09/30/2024 | 101 General                        | Travel Expense                 | US Bank                         |      | 170.73     |
| 0            | 09/30/2024 | 101 General                        | Travel Expense                 | US Bank                         |      | 170.73     |
| 0            | 09/30/2024 | 101 General                        | Minor Equipment & Tools        | US Bank                         |      | 1,927.00   |
| 0            | 09/30/2024 | 101 General                        | Credit Card & Bank Fees        | US Bank                         |      | 37.40      |
| 0            | 09/30/2024 | 101 General                        | Supplies                       | US Bank                         |      | 512.86     |
| 0            | 10/14/2024 | 703 HealthIns/Workers Comp Reserve | Expert & Professional Services | WEX Health Inc                  |      | 354.75     |
| 0            | 10/14/2024 | 101 General                        | Medical Flex Payable           | WEX Health Inc                  |      | 242.21     |
| 0            | 10/14/2024 | 101 General                        | Medical Flex Payable           | WEX Health Inc                  |      | 906.80     |
| 0            | 10/14/2024 | 101 General                        | Medical Flex Payable           | WEX Health Inc                  |      | 11.73      |
| 0            | 10/14/2024 | 101 General                        | Medical Flex Payable           | WEX Health Inc                  |      | 108.00     |
| 0            | 10/14/2024 | 101 General                        | Medical Insurance Payable      | Southeast Service Coop          |      | 204,227.24 |
| 0            | 10/14/2024 | 101 General                        | Health Insurance               | Southeast Service Coop          |      | 925.20     |
| 0            | 10/14/2024 | 101 General                        | Medical Insurance Payable      | Southeast Service Coop          |      | 831.88     |
| 0            | 10/14/2024 | 101 General                        | Dental Insurance Payable       | Delta Dental                    |      | 3,374.59   |
| 0            | 10/14/2024 | 602 Sewer                          | Travel Expense                 | Brandon Huston                  |      | 49.00      |
| 0            | 10/14/2024 | 602 Sewer                          | Travel Expense                 | Brandon Huston                  |      | 137.49     |
| 0            | 10/14/2024 | 602 Sewer                          | Training & Education           | Brandon Huston                  |      | 40.00      |

| Check Number | Check Date | Fund                           | Account Name                  | Vendor Name                      | Void | Amount     |
|--------------|------------|--------------------------------|-------------------------------|----------------------------------|------|------------|
| 0            | 10/14/2024 | 101 General                    | Legal Services                | Lakes National Law LLP           |      | 5,550.00   |
| 0            | 10/14/2024 | 101 General                    | Legal Fees - Contracted       | Lakes National Law LLP           |      | 2,500.00   |
| 0            | 10/14/2024 | 101 General                    | Legal Fees - Contracted       | Lakes National Law LLP           |      | 7,000.00   |
| 0            | 10/14/2024 | 492 2022 CIP - Bonded Projects | Cash and Investments          | SRF Consulting Group, Inc        |      | 1,293.98   |
| 0            | 10/14/2024 | 492 2022 CIP - Bonded Projects | Engineering Fees              | SRF Consulting Group, Inc        |      | 1,293.98   |
| 0            | 10/14/2024 | 492 2022 CIP - Bonded Projects | Cash and Investments          | SRF Consulting Group, Inc        |      | -1,293.98  |
| 0            | 10/14/2024 | 101 General                    | Chemicals & Chemical Products | FHR Investments, LP              |      | 3,816.96   |
| 0            | 10/14/2024 | 101 General                    | Training & Education          | Tim Harves                       |      | 2,302.54   |
| 0            | 10/14/2024 | 101 General                    | Dues & Subscriptions          | DLT Solutions LLC                |      | 7,686.50   |
| 0            | 10/14/2024 | 101 General                    | Safety Equipment              | Kevin Flattum                    |      | 23.82      |
| 0            | 10/14/2024 | 101 General                    | Safety Equipment              | Kevin Flattum                    |      | 70.05      |
| 0            | 10/14/2024 | 101 General                    | Safety Equipment              | Kevin Flattum                    |      | 46.23      |
| 0            | 10/14/2024 | 101 General                    | Safety Equipment              | Clark Hagen                      |      | 174.99     |
| 0            | 10/14/2024 | 601 Water                      | Safety Equipment              | Mitchell Johnson                 |      | 139.99     |
| 0            | 10/14/2024 | 101 General                    | Safety Equipment              | Mike Veldman                     |      | 174.99     |
| 0            | 10/14/2024 | 101 General                    | Travel Expense                | Megan Wilson                     |      | 199.08     |
| 0            | 10/14/2024 | 101 General                    | Travel Expense                | Megan Wilson                     |      | 32.77      |
| 0            | 10/14/2024 | 101 General                    | Travel Expense                | Kurt Wallace                     |      | 233.25     |
| 0            | 10/14/2024 | 101 General                    | Travel Expense                | Kurt Wallace                     |      | 416.74     |
| 0            | 10/14/2024 | 101 General                    | Travel Expense                | Dylan Callahan                   |      | 247.68     |
| 0            | 10/14/2024 | 101 General                    | Travel Expense                | Dylan Callahan                   |      | 136.68     |
| 0            | 10/14/2024 | 101 General                    | Travel Expense                | Megan Boeck                      |      | 612.25     |
| 0            | 10/14/2024 | 101 General                    | Travel Expense                | Megan Boeck                      |      | 63.48      |
| 0            | 10/14/2024 | 101 General                    | Travel Expense                | Megan Boeck                      |      | 353.76     |
| 0            | 10/14/2024 | 601 Water                      | Credit Card & Bank Fees       | Springbrook Holdings Company LLC |      | 175.75     |
| 0            | 10/14/2024 | 601 Water                      | Credit Card & Bank Fees       | Springbrook Holdings Company LLC |      | 1,172.50   |
| 0            | 10/14/2024 | 602 Sewer                      | Credit Card & Bank Fees       | Springbrook Holdings Company LLC |      | 1,172.50   |
| 0            | 10/14/2024 | 602 Sewer                      | Credit Card & Bank Fees       | Springbrook Holdings Company LLC |      | 175.75     |
| 0            | 10/14/2024 | 101 General                    | Supplies                      | Fastenal Company                 |      | 226.16     |
| 0            | 10/14/2024 | 602 Sewer                      | Safety Equipment              | Fastenal Company                 |      | 58.31      |
| 0            | 10/14/2024 | 101 General                    | Supplies                      | Fastenal Company                 |      | 667.20     |
| 0            | 10/14/2024 | 602 Sewer                      | Supplies                      | Fastenal Company                 |      | 1.00       |
| 0            | 10/14/2024 | 601 Water                      | Supplies                      | Fastenal Company                 |      | 169.20     |
| 0            | 10/14/2024 | 602 Sewer                      | Safety Equipment              | Fastenal Company                 |      | 79.80      |
| 0            | 10/14/2024 | 101 General                    | Vehicle/Equipment Parts       | Fastenal Company                 |      | 23.04      |
| 0            | 10/14/2024 | 601 Water                      | Supplies                      | Fastenal Company                 |      | 14.76      |
| 0            | 10/14/2024 | 101 General                    | Building Repair Supplies      | Fastenal Company                 |      | 115.50     |
| 0            | 10/14/2024 | 101 General                    | Supplies                      | Fastenal Company                 |      | 46.24      |
| 0            | 10/14/2024 | 101 General                    | Engineering Fees              | BCM Construction, Inc            |      | -3,193.52  |
| 0            | 10/14/2024 | 494 2024 CIP - Bonded Projects | Improvements Other Than Bldgs | BCM Construction, Inc            |      | 39,919.00  |
| 0            | 10/14/2024 | 494 2024 CIP - Bonded Projects | Cash & Investments            | BCM Construction, Inc            |      | -43,112.52 |
| 0            | 10/14/2024 | 494 2024 CIP - Bonded Projects | City Engineering Charge       | BCM Construction, Inc            |      | 3,193.52   |
| 0            | 10/14/2024 | 494 2024 CIP - Bonded Projects | Cash & Investments            | BCM Construction, Inc            |      | 43,112.52  |

| Check Number | Check Date | Fund                           | Account Name                   | Vendor Name                                    | Void | Amount      |
|--------------|------------|--------------------------------|--------------------------------|--|------|-------------|
| 0            | 10/14/2024 | 101 General                    | Engineering Fees               | Ulland Brothers, Inc.                          |      | -18,322.39  |
| 0            | 10/14/2024 | 494 2024 CIP - Bonded Projects | Cash & Investments             | Ulland Brothers, Inc.                          |      | 247,352.24  |
| 0            | 10/14/2024 | 494 2024 CIP - Bonded Projects | Improvements other than Bldgs  | Ulland Brothers, Inc.                          |      | 229,029.85  |
| 0            | 10/14/2024 | 494 2024 CIP - Bonded Projects | Cash & Investments             | Ulland Brothers, Inc.                          |      | -247,352.24 |
| 0            | 10/14/2024 | 494 2024 CIP - Bonded Projects | City Engineering Charge        | Ulland Brothers, Inc.                          |      | 18,322.39   |
| 0            | 10/14/2024 | 101 General                    | Engineering Fees               | BCM Construction, Inc                          |      | -38,822.06  |
| 0            | 10/14/2024 | 494 2024 CIP - Bonded Projects | Cash & Investments             | BCM Construction, Inc                          |      | -0.40       |
| 0            | 10/14/2024 | 494 2024 CIP - Bonded Projects | City Engineering Charge        | BCM Construction, Inc                          |      | 38,822.06   |
| 0            | 10/14/2024 | 494 2024 CIP - Bonded Projects | Cash & Investments             | BCM Construction, Inc                          |      | 524,097.81  |
| 0            | 10/14/2024 | 494 2024 CIP - Bonded Projects | Cash & Investments             | BCM Construction, Inc                          |      | -524,097.81 |
| 0            | 10/14/2024 | 494 2024 CIP - Bonded Projects | Improvements Other Than Bldgs  | BCM Construction, Inc                          |      | 485,275.75  |
| 0            | 10/14/2024 | 602 Sewer                      | Expert & Professional Services | Wapasha Construction Company Inc               |      | 80,275.72   |
| 0            | 10/14/2024 | 602 Sewer                      | Dues & Subscriptions           | Lane Ohl                                       |      | 20.00       |
| 0            | 10/04/2024 | 101 General                    | Deferred Compensation Payable  | Mission Square Plan Services                   |      | 1,101.23    |
| 0            | 10/04/2024 | 101 General                    | Deferred Compensation Payable  | Mission Square Plan Services                   |      | 4,628.06    |
| 0            | 10/04/2024 | 101 General                    | Deferred Compensation Payable  | Mission Square Plan Services                   |      | 2,110.00    |
| 0            | 10/04/2024 | 101 General                    | Accrued Medicare Payable       | Internal Revenue Service                       |      | 5,853.52    |
| 0            | 10/04/2024 | 101 General                    | Accrued FICA Payable           | Internal Revenue Service                       |      | 15,243.50   |
| 0            | 10/04/2024 | 101 General                    | Federal Withholding Payable    | Internal Revenue Service                       |      | 34,872.81   |
| 0            | 10/04/2024 | 101 General                    | Accrued FICA Payable           | Internal Revenue Service                       |      | 15,243.50   |
| 0            | 10/04/2024 | 101 General                    | Accrued Medicare Payable       | Internal Revenue Service                       |      | 5,853.52    |
| 0            | 10/04/2024 | 101 General                    | Other Payroll Deduct Payable   | Minnesota Department of Human Services         |      | 693.56      |
| 0            | 10/04/2024 | 101 General                    | State Withholding Payable      | Minnesota Department of Revenue                |      | 16,957.48   |
| 0            | 10/04/2024 | 101 General                    | Deferred Compensation Payable  | MN State Retirement - Empower                  |      | 200.00      |
| 0            | 10/04/2024 | 101 General                    | Deferred Compensation Payable  | MN State Retirement - Empower                  |      | 1,138.99    |
| 0            | 10/04/2024 | 101 General                    | Accrued PERA Payable           | PERA   |      | 35,914.86   |
| 0            | 10/04/2024 | 101 General                    | Accrued PERA Payable           | PERA   |      | 48,193.97   |
| 0            | 10/04/2024 | 101 General                    | Other Payroll Deduct Payable   | WEX Health Inc                                 |      | 11,256.46   |
| 0            | 10/04/2024 | 101 General                    | Credit Union Payable           | City and County Employees Federal Credit Union |      | 12,256.83   |
| 0            | 10/04/2024 | 101 General                    | Other Payroll Deduct Payable   | Employee Benefit Fund                          |      | 61.50       |
| 0            | 10/04/2024 | 101 General                    | Union Dues Payable             | IAFF Local 1041                                |      | 989.66      |
| 0            | 10/04/2024 | 101 General                    | Union Dues Payable             | MNPEA  |      | 78.00       |
| 0            | 10/04/2024 | 101 General                    | Union Dues Payable             | Minnesota Public Employees Association         |      | 1,056.00    |
| 0            | 10/04/2024 | 101 General                    | Union Dues Payable             | Minnesota Public Employees Association         |      | 600.00      |
| 0            | 10/04/2024 | 101 General                    | Deferred Compensation Payable  | Nationwide Retirement Solutions                |      | 1,714.02    |
| 0            | 10/04/2024 | 101 General                    | Deferred Compensation Payable  | Nationwide Retirement Solutions                |      | 245.00      |
| 89548        | 09/26/2024 | 101 General                    | Rents & Leases                 | Driessen Water Inc                             |      | 184.80      |
| 89549        | 09/26/2024 | 101 General                    | Rents & Leases                 | Loffler  |      | 4.25        |
| 89550        | 09/26/2024 | 101 General                    | Gas Utilities                  | Minnesota Energy Resources                     |      | 18.81       |
| 89550        | 09/26/2024 | 101 General                    | Gas Utilities                  | Minnesota Energy Resources                     |      | 18.81       |
| 89550        | 09/26/2024 | 101 General                    | Gas Utilities                  | Minnesota Energy Resources                     |      | 18.81       |
| 89550        | 09/26/2024 | 101 General                    | Gas Utilities                  | Minnesota Energy Resources                     |      | 18.81       |
| 89550        | 09/26/2024 | 101 General                    | Gas Utilities                  | Minnesota Energy Resources                     |      | 18.81       |

| Check Number | Check Date | Fund                               | Account Name             | Vendor Name                         | Void | Amount    |
|--------------|------------|------------------------------------|--------------------------|-------------------------------------|------|-----------|
| 89550        | 09/26/2024 | 601 Water                          | Gas Utilities            | Minnesota Energy Resources          |      | 54.56     |
| 89550        | 09/26/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 18.81     |
| 89550        | 09/26/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 93.90     |
| 89550        | 09/26/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 18.81     |
| 89550        | 09/26/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 83.34     |
| 89550        | 09/26/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 34.29     |
| 89550        | 09/26/2024 | 601 Water                          | Gas Utilities            | Minnesota Energy Resources          |      | 49.72     |
| 89550        | 09/26/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 18.81     |
| 89550        | 09/26/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 18.81     |
| 89550        | 09/26/2024 | 602 Sewer                          | Gas Utilities            | Minnesota Energy Resources          |      | 50.40     |
| 89550        | 09/26/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 52.16     |
| 89550        | 09/26/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 64.25     |
| 89550        | 09/26/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 54.07     |
| 89550        | 09/26/2024 | 601 Water                          | Gas Utilities            | Minnesota Energy Resources          |      | 18.81     |
| 89551        | 10/04/2024 | 101 General                        | Rents & Leases           | Driessen Water Inc                  |      | 47.57     |
| 89552        | 10/04/2024 | 101 General                        | Electric Utilities       | Freeborn Mower Electric Cooperative |      | 1,256.09  |
| 89552        | 10/04/2024 | 601 Water                          | Electric Utilities       | Freeborn Mower Electric Cooperative |      | 10,744.49 |
| 89552        | 10/04/2024 | 602 Sewer                          | Electric Utilities       | Freeborn Mower Electric Cooperative |      | 16,183.46 |
| 89553        | 10/04/2024 | 101 General                        | Electric Utilities       | Freeborn Mower Electric Cooperative |      | 3,674.03  |
| 89554        | 10/04/2024 | 101 General                        | Electric Utilities       | Freeborn Mower Electric Cooperative |      | 1,411.52  |
| 89554        | 10/04/2024 | 101 General                        | Electric Utilities       | Freeborn Mower Electric Cooperative |      | 472.37    |
| 89555        | 10/04/2024 | 602 Sewer                          | Electric Utilities       | Freeborn Mower Electric Cooperative |      | 459.55    |
| 89556        | 10/04/2024 | 101 General                        | Building Repair Supplies | Home Depot Credit Services          |      | 6.03      |
| 89556        | 10/04/2024 | 101 General                        | Supplies                 | Home Depot Credit Services          |      | 79.84     |
| 89556        | 10/04/2024 | 401 Capital Project Revolving Fund | Machinery & Equipment    | Home Depot Credit Services          |      | 119.60    |
| 89556        | 10/04/2024 | 101 General                        | Minor Equipment & Tools  | Home Depot Credit Services          |      | 99.00     |
| 89556        | 10/04/2024 | 101 General                        | Building Repair Supplies | Home Depot Credit Services          |      | 80.00     |
| 89556        | 10/04/2024 | 101 General                        | Building Maintenance     | Home Depot Credit Services          |      | 978.00    |
| 89556        | 10/04/2024 | 401 Capital Project Revolving Fund | Machinery & Equipment    | Home Depot Credit Services          |      | 163.60    |
| 89556        | 10/04/2024 | 601 Water                          | Supplies                 | Home Depot Credit Services          |      | 118.72    |
| 89556        | 10/04/2024 | 401 Capital Project Revolving Fund | Machinery & Equipment    | Home Depot Credit Services          |      | 155.88    |
| 89556        | 10/04/2024 | 101 General                        | Fire Prevention          | Home Depot Credit Services          |      | 24.62     |
| 89556        | 10/04/2024 | 601 Water                          | Supplies                 | Home Depot Credit Services          |      | 64.00     |
| 89556        | 10/04/2024 | 101 General                        | Vehicle/Equipment Parts  | Home Depot Credit Services          |      | -59.98    |
| 89556        | 10/04/2024 | 101 General                        | Minor Equipment & Tools  | Home Depot Credit Services          |      | 35.91     |
| 89556        | 10/04/2024 | 101 General                        | Vehicle/Equipment Parts  | Home Depot Credit Services          |      | 59.98     |
| 89557        | 10/04/2024 | 601 Water                          | Gas Utilities            | Minnesota Energy Resources          |      | 47.76     |
| 89557        | 10/04/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 19.65     |
| 89557        | 10/04/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 18.81     |
| 89557        | 10/04/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 88.85     |
| 89557        | 10/04/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 18.81     |
| 89557        | 10/04/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 18.81     |
| 89557        | 10/04/2024 | 101 General                        | Gas Utilities            | Minnesota Energy Resources          |      | 18.81     |

| Check Number | Check Date | Fund                               | Account Name                   | Vendor Name                             | Void | Amount    |
|--------------|------------|------------------------------------|--------------------------------|---|------|-----------|
| 89557        | 10/04/2024 | 101 General                        | Gas Utilities                  | Minnesota Energy Resources              |      | 1,712.23  |
| 89558        | 10/14/2024 | 101 General                        | Lodging Tax Payable            | Albert Lea Convention & Visitors Bureau |      | 25,576.39 |
| 89559        | 10/14/2024 | 101 General                        | Building Maintenance           | Albert Lea Electric                     |      | 270.65    |
| 89559        | 10/14/2024 | 101 General                        | Vehicle/Equip Repairs/Software | Albert Lea Electric                     |      | 883.00    |
| 89559        | 10/14/2024 | 101 General                        | Vehicle/Equip Repairs/Software | Albert Lea Electric                     |      | 96.00     |
| 89559        | 10/14/2024 | 101 General                        | Building Maintenance           | Albert Lea Electric                     |      | 721.89    |
| 89559        | 10/14/2024 | 101 General                        | Building Maintenance           | Albert Lea Electric                     |      | 243.33    |
| 89560        | 10/14/2024 | 101 General                        | Periodicals & Magazines        | Albert Lea Newspapers Inc               |      | 110.00    |
| 89561        | 10/14/2024 | 234 Blight/Hazardous Mitigation    | Hazard Prop Removal-Assessed   | Albert Lea Newspapers, Inc              |      | 88.15     |
| 89561        | 10/14/2024 | 234 Blight/Hazardous Mitigation    | Hazard Prop Removal-Assessed   | Albert Lea Newspapers, Inc              |      | 81.70     |
| 89561        | 10/14/2024 | 441 TIF-Blazing Star Soil District | Legal Notices & Recording      | Albert Lea Newspapers, Inc              |      | 288.63    |
| 89561        | 10/14/2024 | 234 Blight/Hazardous Mitigation    | Legal Notices & Recording      | Albert Lea Newspapers, Inc              |      | 63.64     |
| 89561        | 10/14/2024 | 101 General                        | Legal Notices & Recording      | Albert Lea Newspapers, Inc              |      | 101.91    |
| 89562        | 10/14/2024 | 101 General                        | Supplies                       | Albert Lea Seed House                   |      | 5.39      |
| 89563        | 10/14/2024 | 101 General                        | Vehicle/Equipment Parts        | Albert Lea Steel, Inc                   |      | 5.88      |
| 89563        | 10/14/2024 | 101 General                        | Supplies                       | Albert Lea Steel, Inc                   |      | 48.30     |
| 89563        | 10/14/2024 | 101 General                        | Building Repair Supplies       | Albert Lea Steel, Inc                   |      | 54.40     |
| 89563        | 10/14/2024 | 101 General                        | Vehicle/Equipment Parts        | Albert Lea Steel, Inc                   |      | 56.00     |
| 89564        | 10/14/2024 | 101 General                        | Training & Education           | Albert Lea-FC Chamber of Commerce       |      | 795.00    |
| 89565        | 10/14/2024 | 101 General                        | Fire Prevention                | Alert-All Corp                          |      | 2,393.20  |
| 89566        | 10/14/2024 | 101 General                        | Refuse Disposal                | All Seasons Outdoor Maintenance         |      | 939.47    |
| 89567        | 10/14/2024 | 101 General                        | Supplies                       | Amazon Capital Services Inc             |      | 61.33     |
| 89567        | 10/14/2024 | 101 General                        | Supplies                       | Amazon Capital Services Inc             |      | 16.69     |
| 89567        | 10/14/2024 | 101 General                        | Books                          | Amazon Capital Services Inc             |      | 138.54    |
| 89567        | 10/14/2024 | 101 General                        | Audio Visual                   | Amazon Capital Services Inc             |      | 14.99     |
| 89567        | 10/14/2024 | 101 General                        | Supplies                       | Amazon Capital Services Inc             |      | 82.75     |
| 89567        | 10/14/2024 | 101 General                        | Supplies                       | Amazon Capital Services Inc             |      | 12.30     |
| 89567        | 10/14/2024 | 101 General                        | Audio Visual                   | Amazon Capital Services Inc             |      | 19.96     |
| 89567        | 10/14/2024 | 101 General                        | Supplies                       | Amazon Capital Services Inc             |      | 111.24    |
| 89567        | 10/14/2024 | 101 General                        | Supplies                       | Amazon Capital Services Inc             |      | -26.47    |
| 89567        | 10/14/2024 | 101 General                        | Audio Visual                   | Amazon Capital Services Inc             |      | 12.95     |
| 89567        | 10/14/2024 | 101 General                        | Audio Visual                   | Amazon Capital Services Inc             |      | 25.48     |
| 89567        | 10/14/2024 | 101 General                        | Special Programs               | Amazon Capital Services Inc             |      | 21.59     |
| 89567        | 10/14/2024 | 101 General                        | Books                          | Amazon Capital Services Inc             |      | 151.03    |
| 89567        | 10/14/2024 | 101 General                        | Audio Visual                   | Amazon Capital Services Inc             |      | 139.47    |
| 89567        | 10/14/2024 | 101 General                        | Books                          | Amazon Capital Services Inc             |      | 30.80     |
| 89567        | 10/14/2024 | 101 General                        | Supplies                       | Amazon Capital Services Inc             |      | 111.96    |
| 89567        | 10/14/2024 | 603 Solid Waste                    | Supplies                       | Amazon Capital Services Inc             |      | 20.47     |
| 89567        | 10/14/2024 | 101 General                        | Audio Visual                   | Amazon Capital Services Inc             |      | 16.19     |
| 89567        | 10/14/2024 | 101 General                        | Supplies                       | Amazon Capital Services Inc             |      | 19.86     |
| 89567        | 10/14/2024 | 101 General                        | Audio Visual                   | Amazon Capital Services Inc             |      | 24.99     |
| 89567        | 10/14/2024 | 101 General                        | Books                          | Amazon Capital Services Inc             |      | 54.76     |
| 89567        | 10/14/2024 | 101 General                        | Supplies                       | Amazon Capital Services Inc             |      | -53.80    |



| Check Number | Check Date | Fund                            | Account Name                   | Vendor Name                        | Void | Amount |
|--------------|------------|---------------------------------|--------------------------------|------------------------------------|------|--------|
| 89567        | 10/14/2024 | 101 General                     | Supplies                       | Amazon Capital Services Inc        |      | 232.98 |
| 89567        | 10/14/2024 | 101 General                     | Supplies                       | Amazon Capital Services Inc        |      | 69.74  |
| 89567        | 10/14/2024 | 101 General                     | Special Programs               | Amazon Capital Services Inc        |      | 243.92 |
| 89567        | 10/14/2024 | 101 General                     | Books                          | Amazon Capital Services Inc        |      | 34.60  |
| 89567        | 10/14/2024 | 101 General                     | Audio Visual                   | Amazon Capital Services Inc        |      | 18.04  |
| 89567        | 10/14/2024 | 101 General                     | Supplies                       | Amazon Capital Services Inc        |      | 24.20  |
| 89567        | 10/14/2024 | 101 General                     | Supplies                       | Amazon Capital Services Inc        |      | 41.85  |
| 89567        | 10/14/2024 | 101 General                     | Supplies                       | Amazon Capital Services Inc        |      | 20.15  |
| 89567        | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | Amazon Capital Services Inc        |      | 247.69 |
| 89567        | 10/14/2024 | 101 General                     | Supplies                       | Amazon Capital Services Inc        |      | 15.99  |
| 89567        | 10/14/2024 | 101 General                     | Audio Visual                   | Amazon Capital Services Inc        |      | 21.98  |
| 89567        | 10/14/2024 | 101 General                     | Audio Visual                   | Amazon Capital Services Inc        |      | 20.29  |
| 89567        | 10/14/2024 | 101 General                     | Supplies                       | Amazon Capital Services Inc        |      | 93.68  |
| 89568        | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | APH Stores, Inc.                   |      | 10.56  |
| 89568        | 10/14/2024 | 601 Water                       | Supplies                       | APH Stores, Inc.                   |      | 37.98  |
| 89568        | 10/14/2024 | 101 General                     | Supplies                       | APH Stores, Inc.                   |      | 27.96  |
| 89568        | 10/14/2024 | 101 General                     | Supplies                       | APH Stores, Inc.                   |      | 7.74   |
| 89568        | 10/14/2024 | 602 Sewer                       | Minor Equipment & Tools        | APH Stores, Inc.                   |      | 15.99  |
| 89568        | 10/14/2024 | 602 Sewer                       | Supplies                       | APH Stores, Inc.                   |      | 11.90  |
| 89568        | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | APH Stores, Inc.                   |      | 120.99 |
| 89568        | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | APH Stores, Inc.                   |      | 413.97 |
| 89568        | 10/14/2024 | 101 General                     | Lubricants & Additives         | APH Stores, Inc.                   |      | 27.96  |
| 89568        | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | APH Stores, Inc.                   |      | 80.19  |
| 89568        | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | APH Stores, Inc.                   |      | 134.64 |
| 89568        | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | APH Stores, Inc.                   |      | 261.97 |
| 89568        | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | APH Stores, Inc.                   |      | 194.19 |
| 89568        | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | APH Stores, Inc.                   |      | 30.74  |
| 89568        | 10/14/2024 | 101 General                     | Lubricants & Additives         | APH Stores, Inc.                   |      | 45.48  |
| 89568        | 10/14/2024 | 101 General                     | Supplies                       | APH Stores, Inc.                   |      | 195.48 |
| 89568        | 10/14/2024 | 601 Water                       | Minor Equipment & Tools        | APH Stores, Inc.                   |      | 7.48   |
| 89568        | 10/14/2024 | 101 General                     | Lubricants & Additives         | APH Stores, Inc.                   |      | 95.88  |
| 89568        | 10/14/2024 | 601 Water                       | Vehicle/Equipment Parts        | APH Stores, Inc.                   |      | 381.47 |
| 89568        | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | APH Stores, Inc.                   |      | 375.94 |
| 89568        | 10/14/2024 | 602 Sewer                       | Vehicle/Equipment Parts        | APH Stores, Inc.                   |      | 3.52   |
| 89568        | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | APH Stores, Inc.                   |      | 4.30   |
| 89569        | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | Arnold's of Alden, Inc             |      | 222.50 |
| 89570        | 10/14/2024 | 101 General                     | Supplies                       | Arrow Printing                     |      | 81.00  |
| 89571        | 10/14/2024 | 234 Blight/Hazardous Mitigation | Expert & Professional Services | Asbestrol, Inc.                    |      | 573.10 |
| 89572        | 10/14/2024 | 101 General                     | Uniforms                       | Aspen Mills Incorporated           |      | 181.01 |
| 89573        | 10/14/2024 | 225 Airport                     | Vehicle/Equip Repairs/Software | ASSA ABLOY Entrance Systems US Inc |      | 588.06 |
| 89573        | 10/14/2024 | 225 Airport                     | Vehicle/Equip Repairs/Software | ASSA ABLOY Entrance Systems US Inc |      | 335.25 |
| 89574        | 10/14/2024 | 101 General                     | Books                          | Baker and Taylor, Inc.             |      | 553.05 |
| 89574        | 10/14/2024 | 101 General                     | Audio Visual                   | Baker and Taylor, Inc.             |      | 66.52  |

| Check Number | Check Date | Fund                               | Account Name                   | Vendor Name                       | Void | Amount    |
|--------------|------------|------------------------------------|--------------------------------|-----------------------------------|------|-----------|
| 89574        | 10/14/2024 | 101 General                        | Books                          | Baker and Taylor, Inc.            |      | 427.11    |
| 89574        | 10/14/2024 | 101 General                        | Audio Visual                   | Baker and Taylor, Inc.            |      | 22.00     |
| 89574        | 10/14/2024 | 101 General                        | Special Programs               | Baker and Taylor, Inc.            |      | 16.17     |
| 89574        | 10/14/2024 | 101 General                        | Books                          | Baker and Taylor, Inc.            |      | 544.75    |
| 89574        | 10/14/2024 | 101 General                        | Audio Visual                   | Baker and Taylor, Inc.            |      | 201.32    |
| 89574        | 10/14/2024 | 101 General                        | Books                          | Baker and Taylor, Inc.            |      | 359.15    |
| 89574        | 10/14/2024 | 101 General                        | Audio Visual                   | Baker and Taylor, Inc.            |      | 24.74     |
| 89574        | 10/14/2024 | 101 General                        | Books                          | Baker and Taylor, Inc.            |      | 319.95    |
| 89575        | 10/14/2024 | 101 General                        | Legal Services                 | Barna, Guzy & Steffen, Ltd        |      | 595.00    |
| 89576        | 10/14/2024 | 101 General                        | Legal Services                 | Baudler, Maus, Forman & King, LLP |      | 225.00    |
| 89576        | 10/14/2024 | 101 General                        | Legal Services                 | Baudler, Maus, Forman & King, LLP |      | 550.00    |
| 89577        | 10/14/2024 | 409 Storm Water Capital Projects   | Expert & Professional Services | Bolton & Menk Inc                 |      | 11,653.00 |
| 89578        | 10/14/2024 | 601 Water                          | Supplies                       | Bomgaars Supply Inc               |      | 57.99     |
| 89578        | 10/14/2024 | 601 Water                          | Supplies                       | Bomgaars Supply Inc               |      | 8.98      |
| 89578        | 10/14/2024 | 101 General                        | Building Repair Supplies       | Bomgaars Supply Inc               |      | 15.98     |
| 89578        | 10/14/2024 | 101 General                        | Building Repair Supplies       | Bomgaars Supply Inc               |      | 47.96     |
| 89578        | 10/14/2024 | 101 General                        | Minor Equipment & Tools        | Bomgaars Supply Inc               |      | 54.98     |
| 89578        | 10/14/2024 | 101 General                        | Vehicle/Equipment Parts        | Bomgaars Supply Inc               |      | 339.99    |
| 89578        | 10/14/2024 | 602 Sewer                          | Supplies                       | Bomgaars Supply Inc               |      | 67.91     |
| 89578        | 10/14/2024 | 101 General                        | Supplies                       | Bomgaars Supply Inc               |      | 139.98    |
| 89578        | 10/14/2024 | 210 Senior Center                  | Building Maintenance           | Bomgaars Supply Inc               |      | 12.98     |
| 89578        | 10/14/2024 | 602 Sewer                          | Supplies                       | Bomgaars Supply Inc               |      | 89.95     |
| 89578        | 10/14/2024 | 101 General                        | Minor Equipment & Tools        | Bomgaars Supply Inc               |      | 27.57     |
| 89578        | 10/14/2024 | 101 General                        | Minor Equipment & Tools        | Bomgaars Supply Inc               |      | 23.48     |
| 89578        | 10/14/2024 | 101 General                        | Minor Equipment & Tools        | Bomgaars Supply Inc               |      | 4.47      |
| 89578        | 10/14/2024 | 101 General                        | Fire Prevention                | Bomgaars Supply Inc               |      | 17.98     |
| 89578        | 10/14/2024 | 101 General                        | Lubricants & Additives         | Bomgaars Supply Inc               |      | 54.26     |
| 89578        | 10/14/2024 | 494 2024 CIP - Bonded Projects     | Cash & Investments             | Bomgaars Supply Inc               |      | -24.75    |
| 89578        | 10/14/2024 | 494 2024 CIP - Bonded Projects     | Improvements other than Bldgs  | Bomgaars Supply Inc               |      | 24.75     |
| 89578        | 10/14/2024 | 494 2024 CIP - Bonded Projects     | Cash & Investments             | Bomgaars Supply Inc               |      | 24.75     |
| 89578        | 10/14/2024 | 602 Sewer                          | Supplies                       | Bomgaars Supply Inc               |      | 56.97     |
| 89578        | 10/14/2024 | 101 General                        | Supplies                       | Bomgaars Supply Inc               |      | 21.99     |
| 89578        | 10/14/2024 | 101 General                        | Vehicle/Equipment Parts        | Bomgaars Supply Inc               |      | 3.74      |
| 89578        | 10/14/2024 | 101 General                        | Vehicle/Equipment Parts        | Bomgaars Supply Inc               |      | 4.38      |
| 89578        | 10/14/2024 | 101 General                        | Minor Equipment & Tools        | Bomgaars Supply Inc               |      | 30.98     |
| 89578        | 10/14/2024 | 602 Sewer                          | Supplies                       | Bomgaars Supply Inc               |      | 3.59      |
| 89578        | 10/14/2024 | 101 General                        | Building Repair Supplies       | Bomgaars Supply Inc               |      | 19.89     |
| 89579        | 10/14/2024 | 441 TIF-Blazing Star Soil District | Expert & Professional Services | Braun Intertec Corporation        |      | -814.00   |
| 89579        | 10/14/2024 | 441 TIF-Blazing Star Soil District | Expert & Professional Services | Braun Intertec Corporation        |      | 2,990.00  |
| 89580        | 10/14/2024 | 225 Airport                        | Safety Equipment               | Al D. Brooks                      |      | 239.75    |
| 89581        | 10/14/2024 | 101 General                        | Rents & Leases                 | John R. Butler                    |      | 470.00    |
| 89582        | 10/14/2024 | 101 General                        | Books                          | Cengage Learning, Inc             |      | 52.78     |
| 89582        | 10/14/2024 | 101 General                        | Books                          | Cengage Learning, Inc             |      | 44.78     |

| Check Number | Check Date | Fund                               | Account Name                   | Vendor Name                         | Void | Amount    |
|--------------|------------|------------------------------------|--------------------------------|-------------------------------------|------|-----------|
| 89582        | 10/14/2024 | 101 General                        | Books                          | Cengage Learning, Inc               |      | 59.98     |
| 89582        | 10/14/2024 | 101 General                        | Books                          | Cengage Learning, Inc               |      | 98.37     |
| 89582        | 10/14/2024 | 101 General                        | Books                          | Cengage Learning, Inc               |      | 105.60    |
| 89582        | 10/14/2024 | 101 General                        | Books                          | Cengage Learning, Inc               |      | 25.60     |
| 89582        | 10/14/2024 | 101 General                        | Books                          | Cengage Learning, Inc               |      | 25.60     |
| 89582        | 10/14/2024 | 101 General                        | Books                          | Cengage Learning, Inc               |      | 53.60     |
| 89583        | 10/14/2024 | 101 General                        | Books                          | Center Point, Inc                   |      | 169.59    |
| 89584        | 10/14/2024 | 101 General                        | Telephone & Internet           | Charter Communications Holdings LLC |      | 189.99    |
| 89585        | 10/14/2024 | 101 General                        | Supplies                       | Church Offset Printing, Inc         |      | 84.00     |
| 89585        | 10/14/2024 | 101 General                        | Advertising - Other            | Church Offset Printing, Inc         |      | 339.00    |
| 89586        | 10/14/2024 | 101 General                        | Laundry Services               | Cintas Corporation                  |      | 17.93     |
| 89586        | 10/14/2024 | 101 General                        | Laundry Services               | Cintas Corporation                  |      | 27.52     |
| 89586        | 10/14/2024 | 602 Sewer                          | Laundry Services               | Cintas Corporation                  |      | 112.96    |
| 89586        | 10/14/2024 | 101 General                        | Laundry Services               | Cintas Corporation                  |      | 27.52     |
| 89586        | 10/14/2024 | 101 General                        | Laundry Services               | Cintas Corporation                  |      | 17.93     |
| 89586        | 10/14/2024 | 602 Sewer                          | Laundry Services               | Cintas Corporation                  |      | 112.96    |
| 89586        | 10/14/2024 | 101 General                        | Laundry Services               | Cintas Corporation                  |      | 17.93     |
| 89586        | 10/14/2024 | 101 General                        | Laundry Services               | Cintas Corporation                  |      | 27.52     |
| 89587        | 10/14/2024 | 101 General                        | Safety Equipment               | Cintas First Aid and Safety         |      | 110.43    |
| 89587        | 10/14/2024 | 101 General                        | Safety Equipment               | Cintas First Aid and Safety         |      | 68.00     |
| 89588        | 10/14/2024 | 101 General                        | Pavilion Deposits              | Jill Citurs                         |      | 55.00     |
| 89588        | 10/14/2024 | 101 General                        | Sales Tax Payable              | Jill Citurs                         |      | 4.33      |
| 89589        | 10/14/2024 | 227 Broadway Ridge Renewal Grant   | Loans & Grants                 | Crystal Claussen Hoiseth            |      | 16,210.62 |
| 89590        | 10/14/2024 | 201 Police Forfeitures             | Forfeiture Disbursements       | Commissioner of Finance, Treasury   |      | 12.50     |
| 89591        | 10/14/2024 | 201 Police Forfeitures             | Forfeiture Disbursements       | Commissioner of Finance, Treasury   |      | 12.50     |
| 89592        | 10/14/2024 | 234 Blight/Hazardous Mitigation    | Hazard Prop Removal-Assessed   | Construction Solutions LLC          |      | 2,560.00  |
| 89592        | 10/14/2024 | 234 Blight/Hazardous Mitigation    | Hazard Prop Removal-Assessed   | Construction Solutions LLC          |      | 840.00    |
| 89593        | 10/14/2024 | 101 General                        | Lubricants & Additives         | Continental Research Corporation    |      | 269.69    |
| 89593        | 10/14/2024 | 101 General                        | Supplies                       | Continental Research Corporation    |      | 169.59    |
| 89594        | 10/14/2024 | 101 General                        | Periodicals & Magazines        | Cook's Illustrated Magazine         |      | 44.95     |
| 89595        | 10/14/2024 | 101 General                        | Rents & Leases                 | Coordinated Business Systems LTD    |      | 15.67     |
| 89595        | 10/14/2024 | 101 General                        | Rents & Leases                 | Coordinated Business Systems LTD    |      | 21.11     |
| 89595        | 10/14/2024 | 101 General                        | Rents & Leases                 | Coordinated Business Systems LTD    |      | 59.77     |
| 89595        | 10/14/2024 | 101 General                        | Rents & Leases                 | Coordinated Business Systems LTD    |      | 83.91     |
| 89596        | 10/14/2024 | 602 Sewer                          | Vehicle/Equip Repairs/Software | Core & Main LP                      |      | 8,085.69  |
| 89596        | 10/14/2024 | 602 Sewer                          | Supplies                       | Core & Main LP                      |      | 161.58    |
| 89596        | 10/14/2024 | 601 Water                          | Supplies                       | Core & Main LP                      |      | 208.19    |
| 89596        | 10/14/2024 | 601 Water                          | Supplies                       | Core & Main LP                      |      | 237.91    |
| 89596        | 10/14/2024 | 602 Sewer                          | Vehicle/Equip Repairs/Software | Core & Main LP                      |      | 1,324.00  |
| 89597        | 10/14/2024 | 101 General                        | Street Maintenance Materials   | Croell, Inc.                        |      | 2,039.00  |
| 89597        | 10/14/2024 | 101 General                        | Street Maintenance Materials   | Croell, Inc.                        |      | 2,039.00  |
| 89597        | 10/14/2024 | 601 Water                          | Street Maintenance Materials   | Croell, Inc.                        |      | 739.75    |
| 89597        | 10/14/2024 | 401 Capital Project Revolving Fund | Machinery & Equipment          | Croell, Inc.                        |      | 1,590.00  |

| Check Number | Check Date | Fund                               | Account Name                   | Vendor Name                             | Void | Amount    |
|--------------|------------|------------------------------------|--------------------------------|---|------|-----------|
| 89597        | 10/14/2024 | 101 General                        | Street Maintenance Materials   | Croell, Inc.                            |      | 2,039.00  |
| 89597        | 10/14/2024 | 601 Water                          | Street Maintenance Materials   | Croell, Inc.                            |      | 713.88    |
| 89597        | 10/14/2024 | 401 Capital Project Revolving Fund | Machinery & Equipment          | Croell, Inc.                            |      | 1,329.00  |
| 89598        | 10/14/2024 | 701 CG - Vehicle & Equip Capital   | Vehicles                       | Crysteel Truck Equipment Inc            |      | 18,128.00 |
| 89598        | 10/14/2024 | 701 CG - Vehicle & Equip Capital   | Vehicles                       | Crysteel Truck Equipment Inc            |      | 21,641.00 |
| 89599        | 10/14/2024 | 101 General                        | Expert & Professional Services | Custom Communications, Inc.             |      | 115.83    |
| 89600        | 10/14/2024 | 101 General                        | Training & Education           | Dakota County Technical College         |      | 700.00    |
| 89601        | 10/14/2024 | 101 General                        | Vehicle/Equip Repairs/Software | Dave Syverson, Inc.                     |      | 699.24    |
| 89602        | 10/14/2024 | 101 General                        | Rents & Leases                 | De Lage Landen Inc                      |      | 96.99     |
| 89603        | 10/14/2024 | 101 General                        | Supplies                       | Demco, Inc.                             |      | 320.39    |
| 89604        | 10/14/2024 | 101 General                        | Supplies                       | Driessen Water Inc                      |      | 28.20     |
| 89605        | 10/14/2024 | 101 General                        | Periodicals & Magazines        | Edgewater Park Media                    |      | 39.95     |
| 89606        | 10/14/2024 | 101 General                        | Vehicle/Equip Repairs/Software | Electric Motor/Bearing Service, Inc     |      | 112.30    |
| 89606        | 10/14/2024 | 101 General                        | Vehicle/Equip Repairs/Software | Electric Motor/Bearing Service, Inc     |      | 527.81    |
| 89607        | 10/14/2024 | 101 General                        | Vehicle/Equipment Parts        | Environmental Equipment & Services, Inc |      | 261.12    |
| 89608        | 10/14/2024 | 602 Sewer                          | Expert & Professional Services | Environmental Resource Associates       |      | 417.99    |
| 89608        | 10/14/2024 | 602 Sewer                          | Expert & Professional Services | Environmental Resource Associates       |      | 830.99    |
| 89609        | 10/14/2024 | 101 General                        | Vehicle/Equip Repairs/Software | Ernie's Canvas Products, Inc            |      | 15.00     |
| 89610        | 10/14/2024 | 101 General                        | Expert & Professional Services | Jamaira Escobar                         |      | 90.00     |
| 89611        | 10/14/2024 | 101 General                        | Street Maintenance Materials   | Falkstone LLC                           |      | 3,261.95  |
| 89612        | 10/14/2024 | 101 General                        | Supplies                       | Ferrellgas                              |      | 50.90     |
| 89612        | 10/14/2024 | 101 General                        | Supplies                       | Ferrellgas                              |      | 50.48     |
| 89612        | 10/14/2024 | 101 General                        | Supplies                       | Ferrellgas                              |      | 188.99    |
| 89613        | 10/14/2024 | 101 General                        | Vehicle/Equipment Parts        | Fire Safety USA Inc                     |      | 3,219.30  |
| 89614        | 10/14/2024 | 602 Sewer                          | Supplies                       | Fisher Scientific Company, LLC          |      | 78.77     |
| 89615        | 10/14/2024 | 101 General                        | Legal Services                 | Flaherty & Hood, PA                     |      | 7,370.00  |
| 89616        | 10/14/2024 | 101 General                        | Building Maintenance           | Fox Electric Co.                        |      | 446.00    |
| 89617        | 10/14/2024 | 201 Police Forfeitures             | Forfeiture Disbursements       | Freeborn County Attorney                |      | 25.00     |
| 89618        | 10/14/2024 | 201 Police Forfeitures             | Forfeiture Disbursements       | Freeborn County Attorney                |      | 25.00     |
| 89619        | 10/14/2024 | 101 General                        | Lubricants & Additives         | Freeborn County Co-op Oil Co. Inc.      |      | 302.01    |
| 89619        | 10/14/2024 | 101 General                        | Motor Fuels                    | Freeborn County Co-op Oil Co. Inc.      |      | 98.77     |
| 89619        | 10/14/2024 | 101 General                        | Motor Fuels                    | Freeborn County Co-op Oil Co. Inc.      |      | 83.02     |
| 89620        | 10/14/2024 | 701 CG - Vehicle & Equip Capital   | Vehicles                       | Freeborn County Registrar               |      | 2,793.96  |
| 89621        | 10/14/2024 | 101 General                        | Electric Utilities             | Freeborn Mower Electric Cooperative     |      | 17,425.27 |
| 89621        | 10/14/2024 | 225 Airport                        | Electric Utilities             | Freeborn Mower Electric Cooperative     |      | 1,562.07  |
| 89622        | 10/14/2024 | 101 General                        | Electric Utilities             | Freeborn Mower Electric Cooperative     |      | 152.47    |
| 89623        | 10/14/2024 | 101 General                        | Electric Utilities             | Freeborn Mower Electric Cooperative     |      | 944.01    |
| 89623        | 10/14/2024 | 603 Solid Waste                    | Electric Utilities             | Freeborn Mower Electric Cooperative     |      | 54.31     |
| 89623        | 10/14/2024 | 603 Solid Waste                    | Electric Utilities             | Freeborn Mower Electric Cooperative     |      | 78.56     |
| 89624        | 10/14/2024 | 601 Water                          | Safety Equipment               | Galeton, Inc                            |      | 507.98    |
| 89625        | 10/14/2024 | 101 General                        | Periodicals & Magazines        | Garden Gate                             |      | 45.00     |
| 89626        | 10/14/2024 | 601 Water                          | Expert & Professional Services | Gopher State One-Call, Inc.             |      | 384.75    |
| 89627        | 10/14/2024 | 602 Sewer                          | Supplies                       | Grainger                                |      | 236.73    |

| Check Number | Check Date | Fund              | Account Name                   | Vendor Name                            | Void | Amount   |
|--------------|------------|-------------------|--------------------------------|--|------|----------|
| 89628        | 10/14/2024 | 101 General       | Telephone & Internet           | Granite Telecommunications LLC         |      | 35.01    |
| 89628        | 10/14/2024 | 101 General       | Telephone & Internet           | Granite Telecommunications LLC         |      | 67.33    |
| 89628        | 10/14/2024 | 101 General       | Telephone & Internet           | Granite Telecommunications LLC         |      | 21.55    |
| 89628        | 10/14/2024 | 101 General       | Telephone & Internet           | Granite Telecommunications LLC         |      | 94.27    |
| 89628        | 10/14/2024 | 101 General       | Telephone & Internet           | Granite Telecommunications LLC         |      | 135.45   |
| 89628        | 10/14/2024 | 101 General       | Telephone & Internet           | Granite Telecommunications LLC         |      | 61.64    |
| 89628        | 10/14/2024 | 101 General       | Telephone & Internet           | Granite Telecommunications LLC         |      | 121.83   |
| 89628        | 10/14/2024 | 101 General       | Telephone & Internet           | Granite Telecommunications LLC         |      | 45.15    |
| 89628        | 10/14/2024 | 101 General       | Telephone & Internet           | Granite Telecommunications LLC         |      | 51.17    |
| 89628        | 10/14/2024 | 210 Senior Center | Telephone & Internet           | Granite Telecommunications LLC         |      | 85.07    |
| 89628        | 10/14/2024 | 601 Water         | Telephone & Internet           | Granite Telecommunications LLC         |      | 45.15    |
| 89628        | 10/14/2024 | 602 Sewer         | Telephone & Internet           | Granite Telecommunications LLC         |      | 45.15    |
| 89628        | 10/14/2024 | 602 Sewer         | Telephone & Internet           | Granite Telecommunications LLC         |      | 64.82    |
| 89628        | 10/14/2024 | 602 Sewer         | Telephone & Internet           | Granite Telecommunications LLC         |      | 64.82    |
| 89628        | 10/14/2024 | 602 Sewer         | Telephone & Internet           | Granite Telecommunications LLC         |      | 61.67    |
| 89628        | 10/14/2024 | 602 Sewer         | Telephone & Internet           | Granite Telecommunications LLC         |      | 71.29    |
| 89628        | 10/14/2024 | 602 Sewer         | Telephone & Internet           | Granite Telecommunications LLC         |      | 61.67    |
| 89628        | 10/14/2024 | 602 Sewer         | Telephone & Internet           | Granite Telecommunications LLC         |      | 64.83    |
| 89629        | 10/14/2024 | 601 Water         | Chemicals & Chemical Products  | Hach Chemical Company                  |      | 2,226.00 |
| 89629        | 10/14/2024 | 601 Water         | Chemicals & Chemical Products  | Hach Chemical Company                  |      | 596.70   |
| 89630        | 10/14/2024 | 101 General       | Minor Equipment & Tools        | Dan Hamel                              |      | 220.00   |
| 89631        | 10/14/2024 | 101 General       | Vehicle/Equip Repairs/Software | Hanson Tire Service of Albert Lea, Inc |      | 100.00   |
| 89631        | 10/14/2024 | 101 General       | Tires                          | Hanson Tire Service of Albert Lea, Inc |      | 796.00   |
| 89631        | 10/14/2024 | 101 General       | Vehicle/Equip Repairs/Software | Hanson Tire Service of Albert Lea, Inc |      | 495.15   |
| 89631        | 10/14/2024 | 101 General       | Vehicle/Equip Repairs/Software | Hanson Tire Service of Albert Lea, Inc |      | 100.00   |
| 89631        | 10/14/2024 | 101 General       | Vehicle/Equip Repairs/Software | Hanson Tire Service of Albert Lea, Inc |      | 30.00    |
| 89631        | 10/14/2024 | 101 General       | Vehicle/Equip Repairs/Software | Hanson Tire Service of Albert Lea, Inc |      | 336.81   |
| 89631        | 10/14/2024 | 101 General       | Tires                          | Hanson Tire Service of Albert Lea, Inc |      | 471.82   |
| 89631        | 10/14/2024 | 101 General       | Vehicle/Equip Repairs/Software | Hanson Tire Service of Albert Lea, Inc |      | 100.00   |
| 89631        | 10/14/2024 | 101 General       | Vehicle/Equip Repairs/Software | Hanson Tire Service of Albert Lea, Inc |      | 30.00    |
| 89631        | 10/14/2024 | 601 Water         | Vehicle/Equip Repairs/Software | Hanson Tire Service of Albert Lea, Inc |      | 88.75    |
| 89631        | 10/14/2024 | 101 General       | Vehicle/Equip Repairs/Software | Hanson Tire Service of Albert Lea, Inc |      | 100.00   |
| 89631        | 10/14/2024 | 101 General       | Tires                          | Hanson Tire Service of Albert Lea, Inc |      | 141.59   |
| 89631        | 10/14/2024 | 101 General       | Vehicle/Equip Repairs/Software | Hanson Tire Service of Albert Lea, Inc |      | 100.00   |
| 89631        | 10/14/2024 | 603 Solid Waste   | Refuse Disposal                | Hanson Tire Service of Albert Lea, Inc |      | 1,513.00 |
| 89631        | 10/14/2024 | 101 General       | Refuse Disposal                | Hanson Tire Service of Albert Lea, Inc |      | 24.00    |
| 89632        | 10/14/2024 | 602 Sewer         | Rents & Leases                 | Hawkeye Land                           |      | 270.00   |
| 89633        | 10/14/2024 | 602 Sewer         | Chemicals & Chemical Products  | Hawkins, Inc.                          |      | 2,429.91 |
| 89633        | 10/14/2024 | 602 Sewer         | Chemicals & Chemical Products  | Hawkins, Inc.                          |      | 1,067.38 |
| 89634        | 10/14/2024 | 602 Sewer         | Supplies                       | HD Supply Inc                          |      | 523.21   |
| 89634        | 10/14/2024 | 602 Sewer         | Supplies                       | HD Supply Inc                          |      | 4,378.56 |
| 89635        | 10/14/2024 | 101 General       | Periodicals & Magazines        | Hobby Farms                            |      | 27.95    |
| 89636        | 10/14/2024 | 101 General       | Supplies                       | Hy-Vee, Inc.                           |      | 27.64    |

| Check Number | Check Date | Fund                               | Account Name                   | Vendor Name                          | Void       | Amount    |
|--------------|------------|------------------------------------|--------------------------------|--------------------------------------|------------|-----------|
| 89636        | 10/14/2024 | 101 General                        | Supplies                       | Hy-Vee, Inc.                         |            | -27.74    |
| 89636        | 10/14/2024 | 101 General                        | Meeting                        | Hy-Vee, Inc.                         |            | 139.34    |
| 89636        | 10/14/2024 | 101 General                        | Employee Programs              | Hy-Vee, Inc.                         |            | 28.22     |
| 89636        | 10/14/2024 | 101 General                        | Supplies                       | Hy-Vee, Inc.                         |            | 11.86     |
| 89636        | 10/14/2024 | 101 General                        | Meeting                        | Hy-Vee, Inc.                         |            | 7.98      |
| 89637        | 10/14/2024 | 703 HealthIns/Workers Comp Reserve | Expert & Professional Services | Intellicents Inc                     |            | 2,000.00  |
| 89638        | 10/14/2024 | 101 General                        | Expert & Professional Services | Interstate Services, Inc             |            | 20.00     |
| 89639        | 10/14/2024 | 101 General                        | Fire Prevention                | Jensales Inc                         |            | 273.00    |
| 89640        | 10/14/2024 | 602 Sewer                          | Improvements other than Bldgs  | Jensen Excavating & Trucking         |            | 5,208.86  |
| 89641        | 10/14/2024 | 101 General                        | Building Maintenance           | Jim & Dudes Plumbing & Heating, Inc. |            | 182.50    |
| 89642        | 10/14/2024 | 234 Blight/Hazardous Mitigation    | Expert & Professional Services | Jim's Excavation LLC                 |            | 8,700.00  |
| 89643        | 10/14/2024 | 101 General                        | Vehicle/Equipment Parts        | John Deere Financial                 |            | 506.39    |
| 89643        | 10/14/2024 | 101 General                        | Vehicle/Equipment Parts        | John Deere Financial                 |            | 321.48    |
| 89643        | 10/14/2024 | 101 General                        | Vehicle/Equipment Parts        | John Deere Financial                 |            | 541.86    |
| 89644        | 10/14/2024 | 401 Capital Project Revolving Fund | Engineering Fees               | Jones, Haugh & Smith Inc             |            | 1,515.63  |
| 89644        | 10/14/2024 | 441 TIF-Blazing Star Soil District | Expert & Professional Services | Jones, Haugh & Smith Inc             |            | 6,200.00  |
| 89644        | 10/14/2024 | 441 TIF-Blazing Star Soil District | Expert & Professional Services | Jones, Haugh & Smith Inc             |            | 752.50    |
| 89645        | 10/14/2024 | 101 General                        | Engineering Fees               | Larson Contracting Central LLC       | -3,728.64  | 0.00      |
| 89645        | 10/14/2024 | 494 2024 CIP - Bonded Projects     | City Engineering Charge        | Larson Contracting Central LLC       | 3,728.84   | 0.00      |
| 89645        | 10/14/2024 | 494 2024 CIP - Bonded Projects     | Cash & Investments             | Larson Contracting Central LLC       | 50,339.33  | 0.00      |
| 89645        | 10/14/2024 | 494 2024 CIP - Bonded Projects     | Cash & Investments             | Larson Contracting Central LLC       | -50,339.33 | 0.00      |
| 89645        | 10/14/2024 | 494 2024 CIP - Bonded Projects     | Improvements Other Than Bldgs  | Larson Contracting Central LLC       | 46,610.49  | 0.00      |
| 89646        | 10/14/2024 | 411 SnyderField/Inclusive Park     | Inclusive Playground           | Larson Contracting Central LLC       |            | 97,909.08 |
| 89647        | 10/14/2024 | 101 General                        | Supplies                       | Lawson Products Inc                  |            | 165.07    |
| 89647        | 10/14/2024 | 101 General                        | Supplies                       | Lawson Products Inc                  |            | 151.79    |
| 89647        | 10/14/2024 | 101 General                        | Supplies                       | Lawson Products Inc                  |            | 62.22     |
| 89648        | 10/14/2024 | 101 General                        | Dues & Subscriptions           | LexisNexis Risk Data Management      |            | 200.00    |
| 89649        | 10/14/2024 | 101 General                        | Books                          | Library Sales, Inc                   |            | 5,470.81  |
| 89650        | 10/14/2024 | 101 General                        | Rents & Leases                 | Loffler                              |            | 15.65     |
| 89651        | 10/14/2024 | 101 General                        | Rents & Leases                 | Marco, Inc                           |            | 58.57     |
| 89652        | 10/14/2024 | 101 General                        | Expert & Professional Services | MCHS - Albert Lea and Austin         |            | 8.00      |
| 89652        | 10/14/2024 | 101 General                        | Expert & Professional Services | MCHS - Albert Lea and Austin         |            | 104.00    |
| 89653        | 10/14/2024 | 101 General                        | Engineering Fees               | Mensing Construction LLC             |            | -7,874.96 |
| 89653        | 10/14/2024 | 409 Storm Water Capital Projects   | City Engineering Charge        | Mensing Construction LLC             |            | 7,874.96  |
| 89653        | 10/14/2024 | 409 Storm Water Capital Projects   | Improvements Other Than Bldgs  | Mensing Construction LLC             |            | 98,436.95 |
| 89654        | 10/14/2024 | 101 General                        | Other Payroll Deduct Payable   | Messerli & Kramer PA                 |            | 454.03    |
| 89655        | 10/14/2024 | 101 General                        | Rents & Leases                 | Metro Sales, Inc                     |            | 11.00     |
| 89656        | 10/14/2024 | 101 General                        | Audio Visual                   | Midwest Tape, LLC                    |            | 2,681.91  |
| 89657        | 10/14/2024 | 101 General                        | Vehicle/Equip Repairs/Software | MINNCOR Industries                   |            | 1,950.00  |
| 89658        | 10/14/2024 | 101 General                        | Building Maintenance           | Minnesota Elevator Inc               |            | 54.80     |
| 89658        | 10/14/2024 | 101 General                        | Building Maintenance           | Minnesota Elevator Inc               |            | 95.85     |
| 89658        | 10/14/2024 | 101 General                        | Building Maintenance           | Minnesota Elevator Inc               |            | 68.49     |
| 89659        | 10/14/2024 | 225 Airport                        | Gas Utilities                  | Minnesota Energy Resources           |            | 18.81     |

| Check Number | Check Date | Fund                               | Account Name                   | Vendor Name                           | Void | Amount     |
|--------------|------------|------------------------------------|--------------------------------|---------------------------------------|------|------------|
| 89659        | 10/14/2024 | 101 General                        | Gas Utilities                  | Minnesota Energy Resources            |      | 71.73      |
| 89659        | 10/14/2024 | 602 Sewer                          | Gas Utilities                  | Minnesota Energy Resources            |      | 1,653.67   |
| 89660        | 10/14/2024 | 602 Sewer                          | Expert & Professional Services | Minnesota Valley Testing Laboratories |      | 71.00      |
| 89660        | 10/14/2024 | 602 Sewer                          | Expert & Professional Services | Minnesota Valley Testing Laboratories |      | 409.00     |
| 89660        | 10/14/2024 | 602 Sewer                          | Expert & Professional Services | Minnesota Valley Testing Laboratories |      | 1,777.00   |
| 89660        | 10/14/2024 | 602 Sewer                          | Expert & Professional Services | Minnesota Valley Testing Laboratories |      | 736.00     |
| 89660        | 10/14/2024 | 602 Sewer                          | Expert & Professional Services | Minnesota Valley Testing Laboratories |      | 71.00      |
| 89660        | 10/14/2024 | 602 Sewer                          | Expert & Professional Services | Minnesota Valley Testing Laboratories |      | 69.00      |
| 89660        | 10/14/2024 | 602 Sewer                          | Expert & Professional Services | Minnesota Valley Testing Laboratories |      | 333.00     |
| 89661        | 10/14/2024 | 101 General                        | Dues & Subscriptions           | MN Bureau of Criminal Apprehension    |      | 600.00     |
| 89662        | 10/14/2024 | 101 General                        | Dues & Subscriptions           | MN Bureau of Criminal Apprehension    |      | 600.00     |
| 89663        | 10/14/2024 | 101 General                        | Training & Education           | MN Bureau of Criminal Apprehension    |      | 75.00      |
| 89664        | 10/14/2024 | 101 General                        | Street Sign Program            | M-R Sign Co., Inc.                    |      | 155.33     |
| 89665        | 10/14/2024 | 101 General                        | Vehicle/Equipment Parts        | MTI Distributing, Inc.                |      | 85.67      |
| 89666        | 10/14/2024 | 101 General                        | Refuse Disposal                | Mark Muilenburg                       |      | 1,143.30   |
| 89666        | 10/14/2024 | 101 General                        | Refuse Disposal                | Mark Muilenburg                       |      | 1,071.20   |
| 89666        | 10/14/2024 | 101 General                        | Refuse Disposal                | Mark Muilenburg                       |      | 1,771.60   |
| 89666        | 10/14/2024 | 101 General                        | Refuse Disposal                | Mark Muilenburg                       |      | 1,771.60   |
| 89667        | 10/14/2024 | 602 Sewer                          | Improvements Other Than Bldgs  | Municipal Pipe Tool Co. LLC           |      | 101,924.00 |
| 89668        | 10/14/2024 | 101 General                        | Rents & Leases                 | National Guard Armory                 |      | 700.00     |
| 89669        | 10/14/2024 | 101 General                        | Vehicle/Equipment Parts        | North Central International           |      | 48.66      |
| 89670        | 10/14/2024 | 602 Sewer                          | Expert & Professional Services | Northern Balance & Scale, Inc.        |      | 183.00     |
| 89671        | 10/14/2024 | 101 General                        | Expert & Professional Services | Office of MN IT Services-Accts. Rec.  |      | 219.45     |
| 89671        | 10/14/2024 | 101 General                        | Expert & Professional Services | Office of MN IT Services-Accts. Rec.  |      | 12.60      |
| 89672        | 10/14/2024 | 101 General                        | Supplies                       | O'Reilly Auto Parts                   |      | 9.99       |
| 89672        | 10/14/2024 | 101 General                        | Vehicle Equipment/Parts        | O'Reilly Auto Parts                   |      | 45.02      |
| 89673        | 10/14/2024 | 703 HealthIns/Workers Comp Reserve | Employee Programs              | Performance Plus LLC                  |      | 4,012.50   |
| 89674        | 10/14/2024 | 101 General                        | Taxes & Licenses               | Petty Cash                            |      | 16.25      |
| 89674        | 10/14/2024 | 101 General                        | Dues & Subscriptions           | Petty Cash                            |      | 20.00      |
| 89674        | 10/14/2024 | 234 Blight/Hazardous Mitigation    | Hazard Prop Removal-Assessed   | Petty Cash                            |      | 4.27       |
| 89675        | 10/14/2024 | 101 General                        | Expert & Professional Services | Plunkett's Pest Control Inc           |      | 65.04      |
| 89675        | 10/14/2024 | 101 General                        | Building Maintenance           | Plunkett's Pest Control Inc           |      | 54.97      |
| 89676        | 10/14/2024 | 101 General                        | Vehicle/Equip Repairs/Software | Pomp's Tire Service Inc               |      | 33.44      |
| 89676        | 10/14/2024 | 101 General                        | Tires                          | Pomp's Tire Service Inc               |      | 172.00     |
| 89676        | 10/14/2024 | 101 General                        | Vehicle/Equip Repairs/Software | Pomp's Tire Service Inc               |      | 31.80      |
| 89677        | 10/14/2024 | 101 General                        | Prepaid Items                  | PowerDMS Inc                          |      | 10,066.31  |
| 89678        | 10/14/2024 | 101 General                        | Building Repair Supplies       | Pro Tech Appliance Service            |      | 242.72     |
| 89679        | 10/14/2024 | 101 General                        | Supplies                       | Quill Corporation                     |      | 389.64     |
| 89680        | 10/14/2024 | 101 General                        | Telephone & Internet           | Qwest Corporation                     |      | 107.62     |
| 89681        | 10/14/2024 | 101 General                        | Vehicle/Equip Repairs/Software | R & R Truck Repair Inc                |      | 95.00      |
| 89682        | 10/14/2024 | 602 Sewer                          | Improvements other than Bldgs  | Rangeline Pipeline Services LLC       |      | 147,445.00 |
| 89683        | 10/14/2024 | 101 General                        | Expert & Professional Services | REACH Media Network Inc               |      | 350.00     |
| 89684        | 10/14/2024 | 101 General                        | Expert & Professional Services | Rohn Industries, Inc                  |      | 46.69      |

| Check Number | Check Date | Fund                            | Account Name                   | Vendor Name                    | Void | Amount   |
|--------------|------------|---------------------------------|--------------------------------|--------------------------------|------|----------|
| 89685        | 10/14/2024 | 101 General                     | Minor Equipment & Tools        | Ronco Engineering Sales        |      | 189.00   |
| 89686        | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | Sanco Equipment LLC            |      | 260.66   |
| 89686        | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | Sanco Equipment LLC            |      | 380.88   |
| 89687        | 10/14/2024 | 101 General                     | Advertising - Other            | School District 241            |      | 65.00    |
| 89688        | 10/14/2024 | 101 General                     | Library Selco/Software         | Selco                          |      | 1,745.62 |
| 89689        | 10/14/2024 | 101 General                     | Expert & Professional Services | ServiceMaster by Rice          |      | 2,067.20 |
| 89690        | 10/14/2024 | 101 General                     | Minor Equipment & Tools        | Sommerset Investments LLC      |      | 59.95    |
| 89691        | 10/14/2024 | 101 General                     | Uniforms                       | Streicher's                    |      | 600.00   |
| 89692        | 10/14/2024 | 225 Airport                     | Vehicle/Equip Repairs/Software | Superior Industries, LLC       |      | 630.40   |
| 89693        | 10/14/2024 | 601 Water                       | Expert & Professional Services | Szymanski's S.I. Inc           |      | 165.00   |
| 89693        | 10/14/2024 | 601 Water                       | Expert & Professional Services | Szymanski's S.I. Inc           |      | 165.00   |
| 89693        | 10/14/2024 | 602 Sewer                       | Expert & Professional Services | Szymanski's S.I. Inc           |      | 165.00   |
| 89694        | 10/14/2024 | 101 General                     | Periodicals & Magazines        | Taste of the South             |      | 39.00    |
| 89695        | 10/14/2024 | 234 Blight/Hazardous Mitigation | Hazard Prop Removal-Assessed   | Tecta America Corporation      |      | 1,070.74 |
| 89696        | 10/14/2024 | 601 Water                       | Deposits                       | Thisius Flying Service         |      | 150.00   |
| 89697        | 10/14/2024 | 602 Sewer                       | Vehicle/Equipment Parts        | Thompson Electric              |      | 135.99   |
| 89698        | 10/14/2024 | 101 General                     | Supplies                       | Total Glass-Lock Inc           |      | 23.40    |
| 89699        | 10/14/2024 | 101 General                     | Minor Equipment & Tools        | Trading Post Inc               |      | 120.74   |
| 89699        | 10/14/2024 | 602 Sewer                       | Minor Equipment & Tools        | Trading Post Inc               |      | 204.87   |
| 89699        | 10/14/2024 | 602 Sewer                       | Supplies                       | Trading Post Inc               |      | 27.96    |
| 89699        | 10/14/2024 | 602 Sewer                       | Minor Equipment & Tools        | Trading Post Inc               |      | 28.56    |
| 89700        | 10/14/2024 | 101 General                     | Vehicle/Equip Repairs/Software | Ultimate Safety Concepts, Inc. |      | 2,570.00 |
| 89700        | 10/14/2024 | 101 General                     | Building Maintenance           | Ultimate Safety Concepts, Inc. |      | 109.63   |
| 89701        | 10/14/2024 | 101 General                     | Rents & Leases                 | US Bank Equipment Finance      |      | 110.00   |
| 89702        | 10/14/2024 | 101 General                     | Expert & Professional Services | US Figure Skating              |      | 595.00   |
| 89703        | 10/14/2024 | 101 General                     | Supplies                       | US LBM Operating Co 3009 LLC   |      | 98.50    |
| 89704        | 10/14/2024 | 601 Water                       | Deposits                       | Veit & Company Inc             |      | 150.00   |
| 89705        | 10/14/2024 | 101 General                     | Telephone & Internet           | Verizon Wireless Services LLC  |      | 40.01    |
| 89705        | 10/14/2024 | 101 General                     | Telephone & Internet           | Verizon Wireless Services LLC  |      | 40.01    |
| 89705        | 10/14/2024 | 101 General                     | Telephone & Internet           | Verizon Wireless Services LLC  |      | 51.74    |
| 89705        | 10/14/2024 | 101 General                     | Telephone & Internet           | Verizon Wireless Services LLC  |      | 35.01    |
| 89705        | 10/14/2024 | 101 General                     | Telephone & Internet           | Verizon Wireless Services LLC  |      | 40.01    |
| 89705        | 10/14/2024 | 601 Water                       | Telephone & Internet           | Verizon Wireless Services LLC  |      | 35.01    |
| 89705        | 10/14/2024 | 601 Water                       | Telephone & Internet           | Verizon Wireless Services LLC  |      | 35.03    |
| 89705        | 10/14/2024 | 601 Water                       | Telephone & Internet           | Verizon Wireless Services LLC  |      | 35.01    |
| 89705        | 10/14/2024 | 601 Water                       | Telephone & Internet           | Verizon Wireless Services LLC  |      | 35.01    |
| 89705        | 10/14/2024 | 601 Water                       | Telephone & Internet           | Verizon Wireless Services LLC  |      | 35.01    |
| 89705        | 10/14/2024 | 601 Water                       | Telephone & Internet           | Verizon Wireless Services LLC  |      | 40.01    |
| 89705        | 10/14/2024 | 601 Water                       | Telephone & Internet           | Verizon Wireless Services LLC  |      | 35.01    |
| 89705        | 10/14/2024 | 601 Water                       | Telephone & Internet           | Verizon Wireless Services LLC  |      | 40.01    |
| 89705        | 10/14/2024 | 601 Water                       | Telephone & Internet           | Verizon Wireless Services LLC  |      | 35.01    |
| 89705        | 10/14/2024 | 602 Sewer                       | Telephone & Internet           | Verizon Wireless Services LLC  |      | 35.05    |
| 89705        | 10/14/2024 | 602 Sewer                       | Telephone & Internet           | Verizon Wireless Services LLC  |      | 35.01    |



| Check Number  | Check Date | Fund                            | Account Name                   | Vendor Name                        | Void | Amount       |
|---------------|------------|---------------------------------|--------------------------------|------------------------------------|------|--------------|
| 89706         | 10/14/2024 | 101 General                     | Telephone & Internet           | Verizon Wireless Services LLC      |      | 40.05        |
| 89706         | 10/14/2024 | 101 General                     | Telephone & Internet           | Verizon Wireless Services LLC      |      | 40.01        |
| 89706         | 10/14/2024 | 101 General                     | Telephone & Internet           | Verizon Wireless Services LLC      |      | 40.01        |
| 89706         | 10/14/2024 | 101 General                     | Telephone & Internet           | Verizon Wireless Services LLC      |      | 41.38        |
| 89706         | 10/14/2024 | 101 General                     | Telephone & Internet           | Verizon Wireless Services LLC      |      | 41.38        |
| 89706         | 10/14/2024 | 101 General                     | Telephone & Internet           | Verizon Wireless Services LLC      |      | 40.01        |
| 89706         | 10/14/2024 | 101 General                     | Telephone & Internet           | Verizon Wireless Services LLC      |      | 40.01        |
| 89706         | 10/14/2024 | 101 General                     | Telephone & Internet           | Verizon Wireless Services LLC      |      | 40.01        |
| 89706         | 10/14/2024 | 101 General                     | Telephone & Internet           | Verizon Wireless Services LLC      |      | 40.01        |
| 89707         | 10/14/2024 | 602 Sewer                       | Vehicle/Equip Repairs/Software | Vessco Inc                         |      | 6,657.57     |
| 89708         | 10/14/2024 | 101 General                     | Building Maintenance           | Viking Automatic Sprinkler Company |      | 460.00       |
| 89709         | 10/14/2024 | 101 General                     | Supplies                       | Walmart Inc                        |      | 14.96        |
| 89709         | 10/14/2024 | 101 General                     | Supplies                       | Walmart Inc                        |      | 90.45        |
| 89709         | 10/14/2024 | 101 General                     | Supplies                       | Walmart Inc                        |      | 45.05        |
| 89710         | 10/14/2024 | 101 General                     | Special Programs               | Walmart Inc                        |      | 93.92        |
| 89710         | 10/14/2024 | 101 General                     | Supplies                       | Walmart Inc                        |      | 204.21       |
| 89711         | 10/14/2024 | 406 Building Imp/Maintenance    | Machinery & Equipment          | Kelly Wangsness                    |      | 35.00        |
| 89712         | 10/14/2024 | 101 General                     | Refuse Disposal                | Waste Management of WI-MN          |      | 513.18       |
| 89713         | 10/14/2024 | 101 General                     | Vehicle/Equipment Parts        | Wesley L. Webb                     |      | 112.50       |
| 89714         | 10/14/2024 | 602 Sewer                       | Improvements other than Bldgs  | Western Oilfields Supply Company   |      | 16,260.00    |
| 89715         | 10/14/2024 | 603 Solid Waste                 | Telephone & Internet           | Winnebago Cooperative Telecom      |      | 29.53        |
| 89715         | 10/14/2024 | 101 General                     | Telephone & Internet           | Winnebago Cooperative Telecom      |      | 255.02       |
| 89716         | 10/14/2024 | 602 Sewer                       | Supplies                       | Winsupply Albert Lea MN Co         |      | 241.90       |
| 89716         | 10/14/2024 | 101 General                     | Building Repair Supplies       | Winsupply Albert Lea MN Co         |      | 117.50       |
| 89717         | 10/14/2024 | 101 General                     | Supplies                       | Winter Equipment Company           |      | 1,792.46     |
| 89718         | 10/14/2024 | 101 General                     | Building Maintenance           | Eric Worke                         |      | 275.00       |
| 89718         | 10/14/2024 | 234 Blight/Hazardous Mitigation | Expert & Professional Services | Eric Worke                         |      | 3,378.57     |
| 89719         | 10/14/2024 | 101 General                     | Periodicals & Magazines        | Advantage Archives, LLC            |      | 1,496.00     |
| 89720         | 10/14/2024 | 101 General                     | Engineering Fees               | Larson Contracting Central LLC     |      | -3,728.84    |
| 89720         | 10/14/2024 | 494 2024 CIP - Bonded Projects  | Improvements Other Than Bldgs  | Larson Contracting Central LLC     |      | 46,610.49    |
| 89720         | 10/14/2024 | 494 2024 CIP - Bonded Projects  | Cash & Investments             | Larson Contracting Central LLC     |      | -50,339.33   |
| 89720         | 10/14/2024 | 494 2024 CIP - Bonded Projects  | Cash & Investments             | Larson Contracting Central LLC     |      | 50,339.33    |
| 89720         | 10/14/2024 | 494 2024 CIP - Bonded Projects  | City Engineering Charge        | Larson Contracting Central LLC     |      | 3,728.84     |
| Report Total: |            |                                 |                                |                                    |      | 2,171,836.82 |