CITY OF ALEXANDRIA, MINNESOTA

CITY COUNCIL - REGULAR MEETING

AGENDA • OCTOBER 12, 2026

COUNCIL CHAMBERS **7:00 PM**

704 BROADWAY
ALEXANDRIA, MN 56308

Mayor
Bobbie Osterberg

Council Member - Ward 1
Bill Franzen

Council Member - Ward 2
Roger Thalman

Council Member - Ward 3
Scott Allen

Council Member - Ward 4
Nicole Mace

Council Member - Ward 5
Carl Kvale

****Subject to the requirements of Minnesota Statutes, Section 13D.02, the Mayor and City Council Members may participate in the meeting by interactive technology****

1. 7:00PM - Call to Order

2. Pledge of Allegiance

3. Moment of Silence

4. Public Comment

5. Approve Agenda

6. Consent Agenda

1. Minutes of September 28, 2026 - 5:00 PM
2. Minutes of September 28, 2026 - 7:00 PM
3. September 2026 Liquor Open Payables & Monthly Operating Expenses
4. September 2026 City Open Payables & Monthly Operating Expenditures
5. Unanimous Consent to Dispense with the Reading of Resolutions

7. 7:05 PM - Licenses

1. Off-Sale Beer License - JTDM Alexandria Market dba Elden's Fresh Foods

8. 7:10 PM - Police Chief Scott Kent

1. Towards Zero Deaths Grant Agreement - Resolution

9. 7:15 PM - Kelsey Deling, Human Resources Director

1. 2027 Health Insurance Renewal
2. Resolution Amending Personnel Policies Manual

10. 7:20 PM - Recommendations for Home Rule Charter Amendments

1. Recommendations for Home Rule Charter Amendments

11. 7:25 PM - Ordinances and Resolutions

1. First Reading of an Ordinance Amending City Code Section 2.40 and Establishing the Compensation of the Council Members and the Mayor of Alexandria

2. Resolution Finding Sale of Real Property has no Relationship to the Alexandria Comprehensive Plan and Authorizing the Sale and Deposit of Funds.

12. 7:30 PM - Brian Yavarow, Public Works Director

1. Knute Nelson Memorial Ballpark Field Lighting Upgrades
2. Alexandria Regional Airport - Security Gate Improvements
3. Alexandria Regional Airport - Fuel System Credit Card Reader Upgrade

13. 7:50 PM - Tom Jacobson, City Attorney

14. 8:00 PM - Marty Schultz, City Administrator

1. Authorization for Market Study for Municipal Liquor Stores

15. 8:15 PM - Old and Other Business

16. 8:30 PM - Adjournment

17. Informational Items

1. Alexandria Airport Commission - September 2026 Minutes
2. Board of Public Utilities - July 2026 Minutes
3. Highway Committee - September 2026 Minutes

CITY OF ALEXANDRIA, MINNESOTA

City Council - Special Meeting

MINUTES • SEPTEMBER 28, 2026

COUNCIL CHAMBERS **5:00 PM**

704 BROADWAY
ALEXANDRIA, MN 56308

Subject to the requirements of Minnesota Statutes, Section 13D.02, the Mayor and City Council Members may participate in the meeting by interactive technology*

1. 5:00 PM - Call to Order - Joint Session with Douglas County Board of Commissioners

Mayor Osterberg called the meeting to order.

Attendee Name	Title	Status
Bobbie Osterberg	Mayor	Present
Bill Franzen	Council Member - Ward 1	Present
Roger Thalman	Council Member - Ward 2	Present
Scott Allen	Council Member - Ward 3	Present
Nicole Mace	Council Member - Ward 4	Present
Carl Kvale	Council Member - Ward 5	Present
Douglas County Commissioners present: Commissioner Kalina, Commissioner Schmidt, Commissioner Rapp, Commissioner Way, and Commissioner Meyer		

2. PrimeWest Health RCC/Douglas County Library Update

1. PrimeWest Health RCC/Library Project

   City Administrator Marty Schultz and County Coordinator/HR Director Lee Katzmarek discussed the PrimeWest Health RCC and the Douglas County Library projects.

3. Flock Cameras

1. Flock Cameras

   Police Chief Scott Kent discussed the Flock cameras.

4. Data Centers

1. Data Centers

   Community Development Director Mike Weber gave an update on the Planning Commission's review of data centers.

5. E-bikes/E-Scooters

1. E-bikes/E-scooters

   Police Chief Kent and Jake Capistrant with Jake's Bikes discussed E-bikes/E-scooters.

6. Partnership: Green Cities Task Force/Pope Douglas Environmental Center

1. Partnership: Green Cities Task Force/Pope Douglas Environmental Center

   Mayor Osterberg discussed the Green Cities Task Force and how the Pope Douglas Environmental Center helps with their goals.

7. Adjournment

There being no further business, the meeting was adjourned at 6:18 PM.

_____
Bobbie Osterberg, Mayor

Attest:

_____
Martin D. Schultz, City Administrator

CITY OF ALEXANDRIA, MINNESOTA

City Council - Regular Meeting

MINUTES • SEPTEMBER 28, 2026

COUNCIL CHAMBERS **7:00 PM**

704 BROADWAY
ALEXANDRIA, MN 56308

Subject to the requirements of Minnesota Statutes, Section 13D.02, the Mayor and City Council Members may participate in the meeting by interactive technology*

1. 7:00PM - Call to Order

Mayor Osterberg called the meeting to order.

Attendee Name	Title	Status
Bobbie Osterberg	Mayor	Present
Bill Franzen	Council Member - Ward 1	Present
Roger Thalman	Council Member - Ward 2	Present
Scott Allen	Council Member - Ward 3	Present
Nicole Mace	Council Member - Ward 4	Present
Carl Kvale	Council Member - Ward 5	Present

2. Pledge of Allegiance

3. Moment of Silence

4. Public Comment

Catherine Lawton, 2650 Gov't Point Rd. NE, Alexandria; addressed the City Council regarding the clear cutting of trees at the property located at 2808 Gov't Point Rd. NE. She provided the City Council with before and after pictures of the property.

5. Approve Agenda

City Administrator Marty Schultz requested item number 10, Concession Agreement - Viking Coca-Cola, be removed from the agenda.

A motion was made by Council Member Mace to approve the agenda with the removal of item number 10, Concession Agreement - Viking Coca-Cola. The motion was seconded by Council Member Allen.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Nicole Mace, Council Member - Ward 4
SECONDER:	Scott Allen, Council Member - Ward 3
AYES:	Franzen, Thalman, Allen, Mace and Kvale

6. Consent Agenda

A motion was made by Council Member Franzen to approve the Consent Agenda as presented. The motion was seconded by Council Member Mace.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Bill Franzen, Council Member - Ward 1
SECONDER:	Nicole Mace, Council Member - Ward 4
AYES:	Franzen, Thalman, Allen, Mace and Kvale

1. Minutes of September 14, 2026 - 4:00 PM
2. Minutes of September 14, 2026 - 7:00 PM
3. Unanimous Consent to Dispense with the Reading of Resolutions

7. Special Event Permits

1. Special Event Permit - Someplace Safe - Take A Stand Against Domestic Violence

Background

Jenna Crawford with Someplace Safe has submitted a Special Event Permit application for the "Take A Stand Against Domestic Violence" event that will take place on Tuesday, October 13, 2026, from 5:00 p.m. to 7:00 p.m. They will be starting at Church of St. Mary and will walk on the sidewalk along 5th Ave. E to Broadway and will stand on the sidewalk along Broadway between 4th Ave. E and 5th Ave. E. The group will then walk back to Church of St. Mary on the sidewalk along 4th Ave. E.

The required Certificate of Liability Insurance listing the City of Alexandria as additional insured will be submitted prior to the event.

Recommendation

Recommend approval of the Special Event Permit submitted by Someplace Safe for the "Take A Stand Against Domestic Violence" event that will take place on Tuesday, October 13, 2026.

A motion was made by Council Member Mace to approve the Special

Event Permit submitted by Someplace Safe for the "Take A Stand Against Domestic Violence" event that will take place on Tuesday, October 13, 2026. The motion was seconded by Council Member Kvale.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Nicole Mace, Council Member - Ward 4
SECONDER:	Carl Kvale, Council Member - Ward 5
AYES:	Franzen, Thalman, Allen, Mace and Kvale

8. Licenses

1. Mobile Food Truck - Colby's World Classics

Background

Michelle Colbjornsen, Colby's World Classics, has submitted a 2026 Mobile Food Truck License application. They have licensing through Horizon Public Health. The required Certificate of Liability Insurance has been submitted.

Financial Impact

The application fee has been paid.

Recommendation

Recommend approval of the 2026 Mobile Food Truck License submitted by Colby's World Classics.

A motion was made by Council Member Mace to approve the 2026 Mobile Food Truck License submitted by Colby's World Classics. The motion was seconded by Council Member Kvale.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Nicole Mace, Council Member - Ward 4
SECONDER:	Carl Kvale, Council Member - Ward 5
AYES:	Franzen, Thalman, Allen, Mace and Kvale

Mayor Osterberg noted there was time before the 7:15 PM Public Hearing and moved to item number 11 on the agenda.

9. PUBLIC HEARING - Preliminary 2027 Budget and Tax Levy

1. Public Hearing and Resolution Adopting the 2027 Preliminary Budget and Tax Levy

Background

Attached are documents that summarize the 2027 Preliminary Budget and Tax Levy. The budget documents will be supplemented by an on-screen presentation at the meeting. The presentation slides will be sent to the City Council prior to the meeting.

I would like to express my appreciation to the City Council, Budget Committee, and staff for their dedication to the crafting of this budget over the past five months.

This budget attachment contains the following information:

1. Resolution Adopting the Preliminary 2027 Budget and Tax Levy
2. Comparison of 2026 and 2027 budgets
3. 2021-2027 Tax Capacity and Tax Rate Comparison

Financial Impact

As a reminder, the adoption of the preliminary budget and tax levy fixes the maximum property tax levy for 2027. The City Council can still adjust the budget and/or lower the levy prior to the final adoption of the 2027 budget and tax levy. The final adoption of the 2027 Budget and Tax Levy (commonly known as the Truth-in-Taxation Hearing) will be considered at a public hearing at 7:15 p.m. on Monday, December 14, 2026.

Recommendation

Following the presentation and public hearing, staff recommends adoption of the attached resolution and action setting the truth-in-taxation hearing for Monday, December 14, 2026, at 7:15 p.m.

City Administrator Marty Schultz reviewed the presentation explaining the 2027 preliminary budget and tax levy.

Following the presentation, Mayor Osterberg opened the public hearing and hearing no comments from the public closed the public hearing at 7:51 PM.

A motion was made by Council Member Thalman to adopt RESOLUTION NO. 2026-042, RESOLUTION ADOPTING THE PROPOSED BUDGET FOR THE CITY OF ALEXANDRIA FOR THE YEAR 2027 AND ESTABLISHING THE TAX LEVY FOR THE YEAR PAYABLE 2027 with the removal of $24,000.00 from the Charges for Services fund for Explore Alexandria lodging tax fees and add $24,000.00 to the Franchise Tax & Delinquent Taxes fund.

Following discussion, Mayor Osterberg called for a second to the motion, there being none, the motion dies due to the lack of a second.

RESULT:	**LACK OF SECOND**
MOVER:	Roger Thalman, Council Member - Ward 2
SECONDER:	,

A motion was made by Council Member Mace to adopt RESOLUTION NO. 2026-042, RESOLUTION ADOPTING THE PROPOSED BUDGET FOR THE CITY OF ALEXANDRIA FOR THE YEAR 2027 AND ESTABLISHING THE TAX LEVY FOR THE YEAR PAYABLE 2027 as presented. The motion was seconded by Council Member Kvale.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Nicole Mace, Council Member - Ward 4
SECONDER:	Carl Kvale, Council Member - Ward 5
AYES:	Franzen, Mace and Kvale
NAYS:	Thalman and Allen

Mayor Osterberg moved to item 13.1 on the agenda.

10. Concession Agreement - Viking Coca-Cola

1. Concession Agreement - Viking Coca-Cola

   This item was removed from the agenda at the beginning of the meeting.

11. Missouri River Energy Service S-1 Agreement

1. Resolution Approving Missouri Basin Municipal Power Agency Power Sale Agreement (S-1)

   Background

   Please see the attached letter and supporting documents from ALP Utilities General Manager Ted Cash.

   The Board of Public Utilities met on September 21, 2026, and recommends that the City Council adopt the attached resolution.

   Financial Impact

   There is no financial impact to the City of Alexandria General Fund budget.

   Recommendation

   Staff recommends that the City Council adopt the attached Resolution Approving Missouri Basin Municipal Power Agency Power Sale Agreement (S-1)

ALP Utilities General Manager Ted Cash reviewed the item with the City Council.

A motion was made by Council Member Kvale to adopt RESOLUTION NO. 2026-039, RESOLUTION TO APPROVE MISSOURI BASIN MUNICIPAL POWER AGENCY POWER SALE AGREEMENT (S-1) (AMENDED AND RESTATED EFFECTIVE JANUARY 2, 2027). The motion was seconded by Council Member Mace.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Carl Kvale, Council Member - Ward 5
SECONDER:	Nicole Mace, Council Member - Ward 4
AYES:	Franzen, Thalman, Allen, Mace and Kvale

Mayor Osterberg noted there was still time before the Public Hearing and moved to item number 12 on the agenda.

12. State of Minnesota BCA Joint Powers Agreement and Court Services Amendment

1. Resolution Authorizing the Execution of a State of Minnesota Joint Powers Agreement and Court Amendment with the City of Alexandria on Behalf of Its City Attorney

Background

In order to perform their day to day duties, the City Attorney's Office requires access to the Minnesota Criminal Justice Data Communication Network (CJDN) and other systems and tools that are under the control of the Minnesota Department of Public Safety, Bureau of Criminal Apprehension (BCA).

In order to access CJDN and other systems, the BCA requires that agencies enter into a Joint Powers Agreement with BCA. This is a five-year joint powers agreement is due for renewal.

In addition, the resolution authorizes the Mayor and City Administrator to execute other amendments and agreements that may be required by the State of Minnesota. At the present time, the attached Court Data Subscriber Amendment to CJDN Subscriber Agreement is being requested for signature.

Recommendation

Motion to adopt the Resolution Approving the State of Minnesota Joint Powers Agreements with the City of Alexandria on Behalf of its City Attorney and authorization for the Mayor and City Administrator to execute the Joint Powers Agreement and the Court Amendment with the State of Minnesota.

A motion was made by Council Member Mace to adopt RESOLUTION NO. 2026-040, RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ALEXANDRIA ON BEHALF OF ITS CITY ATTORNEY. The motion was seconded by Council Member Kvale.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Nicole Mace, Council Member - Ward 4
SECONDER:	Carl Kvale, Council Member - Ward 5
AYES:	Franzen, Thalman, Allen, Mace and Kvale

Mayor Osterberg noted there was still time before the Public Hearing and moved to item number 13.3 on the agenda.

13. Brian Yavarow, Public Works Director

1. 6th Avenue E. Street Resurfacing and Trail Improvement Project from Nokomis St. to McKay Ave. (S.P. 102-105-015)

Background

The 6th Avenue East improvement project is scheduled for construction in 2027. The proposed project limits are from Nokomis Street extending east 0.7 miles or 3,730- feet to McKay Avenue. 6th Avenue East is 40-foot wide, with two 12-foot lanes and two 8-foot parking lanes. The proposed work scope consists of street resurfacing (mill & overlay) in conjunction with the construction of a new eight-foot-wide separated bicycle/pedestrian trail along the north side. The trail is proposed to be constructed within the existing Right of Way (R/W) however, retaining walls and temporary easements may be needed to facilitate construction.

In February, the Highway Committee discussed the trail location options and recommended proceeding with Option No. 2 consisting of removing the existing concrete curb and gutter and reinstalling 8-feet (min.) inward towards the street centerline resulting in a narrower street width and additional area within the existing right-of way to facilitate trail construction subsequently reducing the need for retaining walls and temporary easements. In May, this recommendation was accepted by this Council.

Based on the proposed design, this improvement will not provide adequate width for parking on both sides of the street once constructed therefore State Aid approval is required as this Municipal State Aid Street (MSAS) project must be conditioned upon certain parking restrictions and memorialized as such via resolution. Attached is the resolution restricting parking that must be passed by the local governing board.

Financial Impact

The preliminary total estimated cost is $1,100,000. This cost estimate will be updated thru the final design phase. This project was awarded a Carbon Reduction Program (CRP) grant and is programmed to receive $399,074 of federal funding in FY 2027 not to exceed 80% of the construction cost. The City's remaining share is proposed to be funded thru State Aid Construction funds.

Recommendation

Resolution restricting parking along the north side of 6th Avenue from Nokomis St. to McKay Ave.

A motion was made by Council Member Allen to adopt RESOLUTION NO. 2026-043, RESOLUTION RESTRICTING PARKING ALONG THE NORTH SIDE OF 6TH AVENUE FROM NOKOMIS STREET TO MCKAY AVENUE IN THE CITY OF ALEXANDRIA, MINNESOTA. Following discussion, the motion was seconded by Council Member Franzen.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Scott Allen, Council Member - Ward 3
SECONDER:	Bill Franzen, Council Member - Ward 1
AYES:	Franzen, Thalman, Allen, Mace and Kvale

2. AXN Airport - AIP Entitlement Transfer to Park Rapids

Background

As discussed at the previous Work Session, earlier this month we were notified by the FAA they do not have any discretionary funds to contribute to our Runway 13-31 reconstruction project due to a number of circumstances such as, but not limited to, federal funding disbursement formulas were recently revised, a significant amount airport safety priorities to fund, and multiple airports taking advantage of the additional 5% Federal match, similar to us, has ultimately contributed to the overall funding shortfalls.

In addition to this unpleasant notification, it was also determined our airport has $93,791 in AIP Entitlement Funds set to expire end of FFY 2026, September 30, 2026. Initially an attempt was made to extract a portion of electrical work from the 13-31 runway project however, there were too many obstacles to overcome and insufficient time to process. The remaining viable option was to transfer these funds to another community.

Our Airport receives $150,000 per year of Federal AIP entitlement funding to use towards justified and eligible projects at the FFM Airport. The City can accrue and bank up to four years of AIP entitlement funds ($600,000) to allocate to large airport development

projects such as runway or taxiway reconstructions. If entitlement funds are not used within four (4) years, they are released back to the FAA and added to the FAA discretionary funding account which can be used for a project in any airport across the country.

The City of Park Rapids is in need of additional entitlement dollars to fund a project. The two (2) procedural steps required complete this transfer is:

1) The transferring Sponsor, Alexandria, execute FAA Form 5100-110, Agreement to Transfer Entitlements. (COMPLETED)
2) City of Alexandria and City of Park Rapids entering into a joint agreement to memorialize this transfer and repayment

Financial Impact

There are no financial impacts associated with this request other than general staff time.

Recommendation

Resolution accepting the Entitlement Transfer Agreement between the City of Park Rapids, MN and the City of Alexandria

A motion was made by Council Member Franzen to adopt RESOLUTION NO. 2026-044, RESOLUTION APPROVING AN AGREEMENT FOR TRANSFER OF ENTITLEMENT DOLLARS FOR FEDERAL AVIATION FUNDING TO THE CITY OF PARK RAPIDS, MINNESOTA. Following discussion, the motion was seconded by Council Member Mace.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Bill Franzen, Council Member - Ward 1
SECONDER:	Nicole Mace, Council Member - Ward 4
AYES:	Franzen, Thalman, Allen, Mace and Kvale

3. Resolution Accepting Donation - Street Department

Background

The City has been given a $4,300.00 from the Alexandria Farmers Market as a contribution towards asphalt paving the Street Department did earlier in 2026 at Big Ole Park. We would like to extend our thanks to them for their support of the public of our community.

Financial Impact

This donation will be used to support the Right-of-Way Improvement fund activities. It is appropriate for the City Council to adopt a resolution accepting the donation.

Recommendation

Adoption of the attached Resolution Accepting Donation for the Street Department in the amount of $4,300.00 from the Alexandria Farmers Market.

A motion was made by Council Member Mace to adopt RESOLUTION NO. 2026-041, RESOLUTION ACCEPTING DONATIONS in the amount of $4,300.00 from the Alexandria Farmers Market to be used toward the asphalt paving improvements made at Big Ole Park. The motion was seconded by Council Member Thalman.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Nicole Mace, Council Member - Ward 4
SECONDER:	Roger Thalman, Council Member - Ward 2
AYES:	Franzen, Thalman, Allen, Mace and Kvale

Mayor Osterberg noted it was 7:15 PM and moved to the Public Hearing under item 9 on the agenda.

14. Mike Weber, Community Development Director

1. PLANNING COMMISSION MEETING MINUTES – September 21, 2026

2. Conditional Use – **C-26-010** – Fort Chippewa Post 936 (VFW) – Kelly Schienbein

Background
This application seeks a conditional use permit to allow the relocation and open and outdoor display of the vintage Sherman military tank in a B-1, "General Business" zoning district.

Index to Exhibits:
Exhibit A – Neighborhood Context Photo and Site Plan

Authorization: This application is authorized by Section 10.11, Subdivision 4.I of the City Code.

Conditional Use, Definition: "A use, which because of special problems of control the use presents, requires reasonable, but special, unusual and extraordinary limitations peculiar to the use for the protection of the public welfare and the integrity of the municipal land use plan." (Source: City Code, Section 10.02.51)

Notification: Minnesota Statutes 462.357, Subd.3 requires that notice of the required public hearing be given to the owners of property located within 350 feet of the project site.

Location: The property is located on the west side of Quincy Street, adjacent to Third Avenue East.

Background: The Sherman tank (which has been on display in front of the VFW post for many years) is proposed to be relocated to the club's parking lot on the west side of Quincy St. The tank is inoperable so will be moved into place in that parking area by a crane.

Access: The site is accessed via both Third Avenue and via Quincy St. No additional or revised access is proposed with this request.

Display Location/Access: Access to the display area is available for vehicles and pedestrians from the public streets and from the parking area. The display will occupy all or portions of three existing parking stalls and will not be placed in the street right of way.

Screening: The City Code requires screening from adjoining residential uses. Since no residential uses adjoin this site, no screening is required for the display area.

Surfacing: The City Code does require that display areas be hard surfaced with either concrete, asphalt, pavers, etc. The existing parking area is paved.

Landscaping: No additional landscaping is required for this request.

Hours of Operation: The applicant indicates that hours of operation for the club are Monday through Saturday, from 1:00 p.m. to 1:00 a.m. The tank will be on display 24 hours a day. **Question:** Will any accent lighting be provided for the display? If so, the Commission should include a condition for any exterior lighting to be hooded and directed away from the public street.

Recommendation: Since it appears that the subject application meets or exceeds the relevant provisions of the City Code, and assuming satisfactory dialogue with the applicant on the lighting question, recommend approval as requested, based upon the Findings of Fact and subject to the conditions noted in the enclosed Conditional Use Permit Analysis and/or in this memo.

A motion was made by Council Member Mace to approve the Conditional Use application (C-26-010) submitted by Fort Chippewa Post 936 (VFW) based on the Findings of Fact and the following Condition:

1. Any exterior lighting to be hooded and directed away from public streets and neighboring residential uses.

Following discussion, the motion was seconded by Council Member Kvale.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Nicole Mace, Council Member - Ward 4
SECONDER:	Carl Kvale, Council Member - Ward 5
AYES:	Franzen, Thalman, Allen, Mace and Kvale

3. Conditional Use – **C-26-011** – Mike Swendsrud dba Swendsrud Construction, Inc.

Background
This application seeks a conditional use permit to allow a non-residential parking lot in a residential area for up to five (5) vehicles as an accessory use to an existing non-conforming commercial storage building. The site is zoned R-1, "Single-Family Residential".

Authorization: This application is authorized by City Code Sections 10.03.Subd.5.K., which reads: **K. Non-Residential Parking Lots. Any parking which is accessory to a non-residential principal use and which is located in either a "R-1" or "R-2" District shall require a conditional use permit as set forth in Section 10.23 of this Ordinance.**

Index to Exhibits:
Exhibit A – Proposed Site Plan
Exhibit B – Accessible Stall Options
Exhibit C - Neighborhood Context Aerial Photo

Background: The existing commercial warehouse/storage building was constructed in 1951. No parking has ever been provided on the site. The Code requirement for parking for a storage use is ½ stall per 1000 square feet of building area. The building is approximately 6042 square feet in area, so four (4) stalls would meet the current Code.

Location: The proposed parking area is on the south side of the existing building.

Notification: Minnesota Statutes 462.357, Subd.3 requires that notice of the required public hearing be given to the owners of property located within 350 feet of the project site.

Access: The parking area is proposed to take its access from Oak St. A right of way/driveway permit will be required.

Drainage: The parking lot permit application process will require a

drainage plan for the subject site. That plan submittal and approval should be a condition of any approval granted to this request.

Landscaping: The City's landscape ordinance requires that parking and drive aisle areas exceeding 5000 square feet must be landscaped. The proposed plan covers approximately 2500 square feet, so no landscaping is required.

Accessory Outdoor Storage: No outdoor storage is being sought with this application.

Parking Screening: City Code requires the screening of parking lots from abutting or surrounding residential districts. The adjacent district to the east is R-1, "Single-Family Residential" so screening along the east side of the parking area is required. This screening can be in the form of solid fencing or of dense vegetative cover at least six (6) but not more than eight (8) feet in height. The twenty (20) feet of required screening for the east property can be coordinated with the construction of the parking lot.

Parking Area Design: The City Code does establish minimum requirements for stall, aisle, and driveway design. These standards for 90° angle parking include stalls of not less than 19' depth, drive aisles of not less than 24', and perimeter curb setback of not less than five (5) feet from all property lines. The proposed plan complies with all of these requirements. (See also "Accessible Parking", below.)

Accessible Parking: The Building Code and the Zoning Ordinance both establish minimum standards for the number of accessible parking stalls required for a use. Those requirements are a floating number based on the total number of stalls provided. The total required accessible stalls in a five-stall parking lot is one (1), and that must be van-accessible. (**See attached Exhibit B for more information**.) As a condition of this permit, the applicant should provide the minimum number of required stalls, which can be located in any of the parking areas being provided. Appropriate signage is required. (Even with the additional width required for the accessible stall, no landscaping is required.)

Signage: Signage for this parking lot is limited to one (1) sign at the entrance, not exceeding six (6) square feet in area nor three (3) feet in height. A separate sign permit is required.

Recommendation: Since this application appears to meet or exceed the relevant provisions of the City's zoning ordinance, or since reasonable accommodations can be made, and assuming satisfactory dialogue between the applicant and the Commission regarding the parking screening, recommend approval of the request, subject to the

Findings of Fact and Conditions as noted in the enclosed Conditional Use Permit Analysis.

A motion was made by Council Member Mace to approve the Conditional Use application (C-26-011) submitted by Mike Swendsrud dba Swendsrud Construction, Inc. based on the Findings of Fact and the following Conditions:

1. Twenty (20) feet of screening required on the east side of the parking area to be coordinated with the construction of the parking lot. Screening can be in the form of solid fencing or of dense vegetative cover at least six (6) feet but not more than eight (8) feet in height.
2. One (1) handicap parking stall will be provided if there are five (5) or more parking stalls
3. Any exterior lighting to be hooded and directed away from public street and neighboring residential uses.
4. Drainage plan required as part of a Grading and Filling permit.
5. A Driveway/Right of Way permit is required.

Following discussion, the motion was seconded by Council Member Franzen.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Nicole Mace, Council Member - Ward 4
SECONDER:	Bill Franzen, Council Member - Ward 1
AYES:	Franzen, Thalman, Allen, Mace and Kvale

4. Final Plat – **"Shady Oaks at AGC"**

Background

The preliminary plat was approved by the Commission and Council in July, 2026. The plat is presently undergoing review by the Douglas County Surveyor and is expected to be available for final plat review by the Commission as early as October.

5. Final Plat/PUD – **"East Alexandria Townhomes"**

Background

The preliminary plat was approved by the Commission and Council in August 2026 subject to the following Conditions:

1. Connection to public utilities as per ALP/ALASD requirements, including the payment of any associated connection or other fees.
2. A Final PUD application shall be submitted as a building or grading/filling permit, part of the building permit application and review process.

3. A final plat creating the conveyable parcels, common lot(s), public street, etc. be submitted for review by the Commission and Council
4. A final drainage plan is submitted to and approved by the City Engineer.
5. A full landscaping plan be submitted for review and approval prior to the final plat approval.
6. Proper evidence of title is presented to the City Attorney prior to release of the final plat for recording.
7. Payment of the required park dedication contribution of $11,345 prior to release of the first phase final plat for recording, with appropriate credit given for a Regional stormwater pond (if available).
8. Draft property owners association agreement, covenants, etc., governing the ongoing maintenance of the project, including open space.
9. Recording of the approved final plat within one-hundred (100) days of the date of Council approval. After that date the approval and plat shall be considered void unless the plat is already recorded.

No update has been provided by the Developer. The submittal deadline for a final plat for the October Commission meeting for is September 30th.

6. Data Center Study – City of Alexandria Interim Ordinance – **TA-26-002**

Background

We anticipate having Josh Waldorf, ALP's Manager of Electric Distribution, at the September meeting. He will provide general information regarding data center power usage and specific information regarding the existing data center's capacity and usage.

Since the August Commission meeting you have received links to nine (9) video presentations (in support of, in opposition to, or containing general information) regarding data centers. These videos will become part of the permanent record of decision for this Study and may become the basis for whatever regulatory decisions the Commission may recommend to the Council.

Also, as has become the norm, additional news updates are enclosed with this memo for your reference.

15. Tom Jacobson, City Attorney

16. Marty Schultz, City Administrator

17. Old and Other Business

18. Adjournment

There being no further business, Mayor Osterberg adjourned the meeting at 8:38 PM.

_____
Bobbie Osterberg, Mayor

Attest:

_____
Martin D. Schultz, City Administrator

CITY OF ALEXANDRIA

City Council - Regular Meeting
704 Broadway
Alexandria, MN 56308

SCHEDULED
ACTION ITEM (ID # 10697)

Meeting: October 12, 2026
Department: Administration
Category: License
Prepared by: Amy Riedel
Department Head: Marty Schultz
DOC ID: 10697

Off-Sale Beer License - JTDM Alexandria Market dba Elden's Fresh Foods

Background
Jeremy Geris, JTDM Alexandria Market dba Elden's Fresh Foods, has submitted an application for an off-sale beer license at Elden's Fresh Foods located at 707 3rd Avenue East.

The required Certificate of Liability Insurance has been submitted.

Financial Impact
The application fee has been received.

Recommendation
Recommend approval of the off-sale beer license submitted by JTDM Alexandria Market dba Elden's Fresh Foods.

CITY OF ALEXANDRIA

City Council - Regular Meeting
704 Broadway
Alexandria, MN 56308

SCHEDULED
ACTION ITEM (ID # 10686)

Meeting: October 12, 2026
Department: Police Department
Category: Resolution
Prepared by: Cheryl Meyers
Department Head: Scott Kent
DOC ID: 10686

Towards Zero Deaths Grant Agreement - Resolution

Background

We are requesting approval of a resolution to accept the 2026-2027 Toward Zero Death Grant from the Minnesota Office of Traffic Safety which started in October. This Grant requires council approval for us to receive compensation and funds for extra enforcement efforts in the areas of Speed, Distracted Driving, Driving Under the Influence, and Seatbelt enforcement. This Grant also provides funds for Equipment and Training.

Financial Impact

The Alexandria Police Department is the Fiscal Agent of this project and this year we were awarded $8,900.

Recommendation

Resolution approval to continue the partnership with the Minnesota Department of Public Safety, Office of Traffic Safety.

ATTACHMENTS

- Resolution for TZD.docx

RESOLUTION NO. 2026-

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

BE IT RESOLVED that the City of Alexandria Police Department enter into a grant agreement with the Minnesota Department of Public Safety, Office of Traffic Safety for traffic safety enforcement projects during the period from October 1, 2026, through September 30, 2027, in the amount of $8,900.

BE IT FURTHER RESOLVED that Administrative Sergeant Brian Kakach of the Alexandria Police Department is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Alexandria Police Department and to be the fiscal agent to administer the grant for the Alexandria Police Department.

ADOPTED by the City Council of the City of Alexandria, Minnesota this 12th day of October, 2026, by the following vote:

YES:

NO:

ABSENT:

_____
Bobbie Osterberg, Mayor

ATTEST:_____
Martin D. Schultz, City Administrator

CITY OF ALEXANDRIA

City Council - Regular Meeting
704 Broadway
Alexandria, MN 56308

SCHEDULED
ACTION ITEM (ID # 10690)

Meeting: October 12, 2026
Department: Human Resources Department
Category: Resolution
Prepared by: Kelsey Deling
Department Head: Kelsey Deling
DOC ID: 10690

2027 Health Insurance Renewal

Background

City staff in partnership with North Risk Partners, as our health insurance broker, have completed the annual health insurance renewal process. As part of this process, staff evaluated available insurance options and recommend transitioning from the City's current carrier, Medica, to HealthPartners for 2027. The proposed HealthPartners plan includes a $3,500 single deductible and a $7,000 deductible with existing employee and employer premium contribution percentages per the City's Personnel Policies Manual and collective bargaining agreements remaining unchanged.

The City's initial 2027 renewal quote reflected a 29.9% increase. With assistance from North Risk Partners, staff secured a significantly improved 11.87% renewal rate with HealthPartners. Based on this outcome, staff recommend renewing the City's health insurance coverage with HealthPartners.

Staff also recommends adding Kavira Health as a supplemental healthcare benefit for employees and dependents. Kavira provides convenient access to primary and urgent care through a mobile app, virtual visits, and in-home visits. Visits and a list of eligible prescriptions are available at no cost to employees or their dependents. Care can address common illnesses and everyday health needs such as colds, flu, coughs, stomach issues, strep, UTIs, yeast infections, and rashes. Labs and rapid testing can be performed as part of a visit when medically appropriate. Eligible prescriptions may be available at no cost or a discounted cost with options for mail delivery or pharmacy pick up. Kavira would supplement the City’s HealthPartners health insurance plan. Claims for services provided through Kavira would be handled separately from the City’s HealthPartners plan. By providing this alternative, Kavira has the potential to reduce claims and associated costs under the City’s HealthPartners plan and save out of pocket costs for employees.

The Personnel and Budget Committee met on October 2 to review the 2027 health insurance recommendations. The committee made a motion to recommend approval at the October 12 City Council meeting.

Financial Impact

The 2027 health insurance renewal represents an 11.87% overall increase in health insurance premiums which is included in the 2027 preliminary budget. The

City's share of monthly premiums remains at 93.6% for single coverage and 71% for family coverage.

Recommendation

Motion to approve the attached resolution.

ATTACHMENTS

- 2027 Health Insurance Renewal Summary.pdf
- RESOLUTION APPROVING THE 2027 HEALTH INSURANCE PLAN AND KAVIRA HEALTH.pdf

CITY OF ALEXANDRIA

2027 Health Insurance Renewal

2026 Premiums – Medica

	Single $3,400 deductible:	**Family $6,800 deductible:**
Employee share of premium	$50	$602.82
City share of premium	$730.04	$1,476.34
Employer VEBA/HSA contribution	$1,700	$3,400

2027 Premiums – HealthPartners

	Single $3,500 deductible:	**Family $7,000 deductible:**
Employee share of premium	$55.90	$674.21
City share of premium	$817.57	$1,650.65
Employer VEBA/HSA contribution	$1,750	$3,500

Kavira Health – Healthcare Benefit

Kavira is a healthcare benefit that provides employees and their dependents with convenient access to primary and urgent care through a mobile app, virtual visits, and in-home visits.

Visits and a list of eligible prescriptions are available at no cost to employees or their dependents. Care can address common illnesses and everyday health needs such as colds, flu, coughs, stomach issues, strep, UTIs, yeast infections, and rashes.

Labs and rapid testing can be performed as part of a visit when medically appropriate. Eligible prescriptions may be available at no cost or a discounted cost with options for mail delivery or pharmacy pick up.

Kavira would be a newly added healthcare benefit for 2027 that would supplement the City's HealthPartners health insurance plan. Claims for services provided through Kavira would be handled separately from the City's HealthPartners plan. By providing this alternative, Kavira has the potential to reduce claims and associated costs under the City's HealthPartners plan.

CITY OF ALEXANDRIA
RESOLUTION NO. 2026-xxx

RESOLUTION APPROVING THE 2027 HEALTH INSURANCE PLAN AND KAVIRA HEALTH

WHEREAS, the City of Alexandria provides health insurance benefits to eligible employees and their dependents; and

WHEREAS, City staff have completed an evaluation of available insurance options and recommend transitioning from the City's current carrier, Medica, to HealthPartners for 2027; and

WHEREAS, the City's initial 2027 renewal was 29.9% and through health insurance negotiations and marketing of the City's plan with the assistance of the City's health insurance broker, North Risk Partners, the City secured an improved 11.87% renewal rate; and

WHEREAS, the proposed HealthPartners plan includes a similar plan to the current plan and includes a $3,500 single deductible and a $7,000 family deductible with existing employee and employer premium contribution percentages per the Personnel Policies Manual and collective bargaining agreements continuing to apply; and

WHEREAS, staff recommend adding Kavira Health as a supplemental healthcare benefit for employees and their dependents providing convenient access to primary and urgent care through mobile, virtual, and in-home services; and

WHEREAS, the Personnel and Budget Committee met on October 2, 2026, and made a motion to recommend approval of the 2027 health insurance plan with HealthPartners and the addition of Kavira Health at the October 12, 2026 City Council meeting;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexandria, Minnesota, that the 2027 health insurance plan with HealthPartners and the addition of Kavira Health is hereby approved.

BE IT FURTHER RESOLVED, that the City's HealthPartners health insurance plan shall replace the existing Medica health insurance plan effective January 1, 2027.

ADOPTED by the City Council of the City of Alexandria, Minnesota this 12th day of October, 2026, by the following vote:

YES:

NO:

ABSENT:

_____
Mayor

ATTEST:

_____
City Administrator

CITY OF ALEXANDRIA

City Council - Regular Meeting
704 Broadway
Alexandria, MN 56308

SCHEDULED
ACTION ITEM (ID # 10691)

Meeting: October 12, 2026
Department: Human Resources Department
Category: Resolution
Prepared by: Kelsey Deling
Department Head: Kelsey Deling
DOC ID: 10691

Resolution Amending Personnel Policies Manual

Background

The City's Personnel Policies Manual is periodically reviewed to ensure compliance with applicable laws, to support consistent application of policies, and to maintain clarity for all employees. As part of this review, staff and the Personnel Committee identified policies requiring revisions or addition.

The updates include:

- Earned Sick and Safe Time (ESST) – revisions
- Military Leave - revisions
- Artificial Intelligence (AI) Use – new policy
- Meal Breaks – revisions
- Rest Breaks – new policy

The Personnel Committee met on September 17, 2026. The committee reviewed the proposed revisions and additions and motioned to recommend approval of the attached policies at the October 12, 2026 City Council meeting.

Adoption of this resolution will formally update the Personnel Policies Manual to reflect these policy revisions and additions. Staff also completed organizational updates to the Personnel Policies Manual including refreshed page numbering and a more efficient, fully clickable index to improve readability and ease of navigation.

Financial Impact

None

Recommendation

Motion to adopt the attached Resolution amending the Personnel Policies Manual.

ATTACHMENTS

- Earned Sick and Safe Time.docx
- Military Leave.docx
- AI Use.docx
- Meal & Rest Breaks.docx
- Resolution Amending Personnel Policies 10-12-26.docx

Earned Sick and Safe Time (ESST)

1. **Accrual of ESST**
   a) All employees, including full-time, part-time, temporary, and seasonal of the City of Alexandria who are anticipated to work at least 80 hours for the City in a calendar year are eligible to use accrued ESST. Employees may use ESST as it is accrued.
   b) An accrual year is defined as a calendar year from January 1 to December 31.
   c) ESST requirements do not apply to volunteer firefighters, elected officials, or individuals appointed to fill vacancies in elected offices.
   d) ESST begins accruing immediately upon the start of employment. ESST will accrue at the rate of 0.034 hours per hour worked up to 48 hours per calendar year. ESST is paid at the same base rate the employee earns for regular hours worked.
   e) Unused ESST leave may be carried over from year to year, provided that the total amount of accrued but unused earned sick and safe time for an employee must not exceed 80 hours at any time.
   f) ESST accruals in excess of 80 hours shall begin accumulating in the employee's sick leave bank.
2. **Use of ESST**

Eligible employees may, but are not required to, use ESST as it accrues for an absence due to:

   a) An employee's mental or physical illness, treatment, or preventive care;
   b) The mental or physical illness, treatment, or preventive care of an employee's family member;
   c) Absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
   d) Closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency;
   e) The employee's inability to work or telework because the employee is: (i) prohibited from working by the City due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (ii) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the City has requested a test or diagnosis; and
   f) When determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.
   g) To make funeral arrangements, attend a funeral service or memorial or address financial or legal matters that arise after the death of a family member.
   h) If an employee is needed for the City to maintain minimum staffing requirements, certain employees with commercial driver's license

s cannot use their ESST hours for absences related to the closure of the employee's workplace or their family member's school or care facility due to weather or public emergencies, except under certain circumstances. *See* Minn. Stat. § 181.9447, subd. 1(4)

ESST may be used in the smallest increments tracked by the City's payroll system. For part-time, temporary, and seasonal employees, ESST must be used in 4 hour increments. Employees may not use more ESST than they have accrued. Employees are not required to seek or find a replacement for their shift to use ESST qualifying reasons, and it may be used for all or part of an employee's shift, depending on the need for leave. Nothing in this policy prohibits an employee from voluntarily seeking or trading shifts with a replacement worker to cover the hours the employee uses as earned sick and safe time.

If an employee's shift does not have a predetermined end time, the employer will deduct the number of hours the employee worked during their most recent similar shift. For example, the employee's last similar shift lasted seven hours. The employer deducts seven hours of ESST, if accrued. If an employee begins a shift that does not have a predetermined end time and leaves mid-shift using ESST, the employer may deduct the remaining expected hours from the employee's ESST balance.

3. **Definitions**
   a) Family member. “Family member” means
      i) an employee’s:
         (1) child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;
         (2) spouse or registered domestic partner;
         (3) sibling, stepsibling, or foster sibling;
         (4) biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;
         (5) grandchild, foster grandchild, or step grandchild;
         (6) grandparent or step grandparent;
         (7) a child of a sibling of the employee;
         (8) a sibling of the parents of the employee; or
         (9) a child-in-law or sibling-in-law;
      i. any of the family members listed in clause (C.1.i) of a spouse or registered domestic partner;
      ii. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
      iii. up to one individual annually designated by the employee.
   b) Health care professional. "Health care professional" means any person licensed, certified, or otherwise authorized under federal or state law to provide medical or emergency services, including doctors, physician assistants, nurses, advanced practice registered nurses, mental health professionals, and emergency room personnel.
   c) Sexual assault; Stalking. “Sexual assault” and “stalking” shall have the meanings given in Minnesota’s ESST statute.

4. **Advance Notice**
   a) If the need for ESST use is foreseeable, employees must provide advance notice of their intention to use it, but that notice need not be given more than seven days in advance. If the need is unforeseeable, the employee shall provide the employer notice of the need for ESST as soon as the need for using ESST is reasonably known to the employee.
   b) Employees who report to a department head are to provide their notice to their department head who, in turn, must report the employee’s request to the City’s HR Director. All other employees are to report their requests directly to the HR Director, except the HR Director, who shall also report their requests to the City Administrator.

5. **Documentation**

In situations where an employee takes ESST for longer than 2 consecutive days, the employee may be required to provide reasonable documentation of the need for leave.

   a) For ESST taken for reasons 1, 2, 5, or 6 in part B above, reasonable documentation may include a signed statement by a health care professional indicating the need for use of earned sick and safe time. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time one or more of those qualifying reasons.
   b) For ESST taken for reason B.3, the City will accept a court record or documentation signed by a volunteer or employee of a victims’ services organization, an attorney, a police officer, or an antiviolence counselor as reasonable documentation. An employee’s written statement if documentation cannot be obtained in a reasonable time or without added expense is also reasonable documentation relating to B.3.

c) For ESST taken to care for a family member for reason B.4, the City will accept as reasonable documentation a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose as reasonable documentation.
d) The City will not require disclosure of details relating to domestic abuse, sexual assault, or stalking or the details of an employee's or an employee's family member's medical condition as related to an employee's request to use earned sick and safe time under this section.
e) Written statements by an employee may be written in the employee's first language and need not be notarized or in any particular format.
f) If the City notifies an employee that documentation is required, the employer will provide a reasonable deadline for submission. If the employee fails to provide the documentation within that timeframe, the employee may lose the ESST law protections that would normally apply to that absence.
g) If there is a pattern or clear instance of suspected employee misuse of ESST, the City may require reasonable documentation from the employee Requesting documentation is not retaliation. Examples of suspected misuse may include:
    i) Repeatedly using ESST on a scheduled work day immediately before or after scheduled day off, vacation, or holiday.
    ii) Repeatedly using increments of ESST of less than 30 minutes at the start or end of a scheduled shift.
    iii) Using ESST on a day for which the City previously denied the employee's request to take other paid leave.
    iv) Documentation or other evidence that conflicts with the employee's claimed use of ESST.
h) The amount of ESST hours the employee has available, will be indicated on the employee's earning statement they receive at the end of each pay period.

6. **Benefits During ESST**

The City will maintain coverage under any group insurance policy or group health care plan for the employee and any dependents during any use of ESST, provided, however, that the employee must continue to pay any employee share of the cost of such benefits. Employees returning from leave are entitled to return to employment at the same rate of pay the employee received when the leave began, in addition to any automatic adjustments in the employee's pay scale that occurred during the leave period. The returning employee is also entitled to retain all accrued pre-leave benefits of employment and seniority as if there had been no interruption in service. With the City's consent, an employee may return to work part time during the leave period without forfeiting the right to return to employment at the end of the leave.

7. **Confidentiality**

All records relating to an employee's use of ESST will be kept strictly confidential. This includes: (1) health or medical information regarding an employee or an employee's family member; (2) information pertaining to domestic abuse, sexual assault, or stalking; (3) information that the employee has requested or obtained leave under this section; or (4) any written or oral statement, documentation, record, or corroborating evidence provided by the employee or an employee's family member. Information given by an employee may only be disclosed by the City if the disclosure is requested or consented to by the employee, when ordered by a court or administrative agency, or when otherwise required by federal or state law. Records and documents relating to medical certifications, recertifications, or medical histories of employees or family members of employees created for ESST purposes will be maintained as confidential medical records separate from the usual personnel files. At the request of the employee, the City will destroy or return such records that are older than three years prior to the current calendar year.

8. **Retaliation Prohibited**

The City of Alexandria will not tolerate retaliation against an employee for using or requesting ESST. If an employee believes they have been retaliated against, please report your concern immediately according to the terms in the Retaliation section (see pages VII-10.1-10.2).

9. **Separation from Employment**
   a) All earned ESST for regular full-time employees who separate from employment will be disposed of according to the terms of the Postretirement VEBA arrangement (see pages III 10.1-10.2). Part-time, temporary, and seasonal employees are not eligible to have their ESST balance paid upon separation from employment.
   b) When there is a separation from employment with the City and the employee is rehired again within 180 days of separation, previously accrued ESST that had not been used will be reinstated. An employee is entitled to use and accrue ESST at the commencement of reemployment.

10. **Coordination with Other Benefits**
   a) If an employee's ESST also qualifies for other forms of leave such as FML
   b) A and sick leave, ESST and other leave(s) will run concurrently.

11. **Where to Get More Information**

For more information regarding your rights under the ESST law, please contact the City's HR Director. You may also contact the Minnesota Department of Labor and Industry's Labor Standards Division.

Military Leave

Military leaves of absence are available to employees who perform service in the uniformed services as defined by applicable state and federal law. Military leave applies to qualifying voluntary or involuntary service, including active duty, active or inactive duty training, National Guard duty, and other service protected by law.

Employees requesting military leave must provide advance written or verbal notice to their supervisor or department head unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees are encouraged to provide military orders or other available documentation, but the City will not deny military leave solely because written orders are not available before the leave begins. The City reserves the right to request copies of orders verifying the need for leave upon the employee's return to work.

Employees have the option of using accrued vacation, ESST, or other similar paid leave rather than taking military leave, but are not required to do so.

The provisions of military leave vary according to the length of the leave:

- Paid Military Leave: Eligible employees will receive up to 15 days of paid military leave in each calendar year for qualifying military service. All employee benefits continue as if the employee were still employed, i.e., the employee will not lose pay, the City continues to pay the employer portion of the employee's health insurance coverage and to make contributions to PERA on the employee's behalf; sick leave, vacation, and longevity continue to accrue. A "day" of paid military leave means an employee's scheduled work shift. The employee may choose whether to use the 15 days consecutively or divide them throughout the calendar year. The 15 days of paid military leave are available even when the total period of military service exceeds 15 days.
- Leaves of 30 days or less: During the portion of the military leave not covered by paid military leave or other paid leave elected by the employee, the leave is unpaid. Health insurance coverage will continue on the same terms as if the employee had remained actively employed, provided the employee continues to pay the employee share of the premium.
- Leaves of more than 30 days: During the portion of the military leave not covered by paid military leave or other paid leave elected by the employee, the leave is unpaid. The City will continue its regular employer contribution toward the employee's health insurance coverage for up to 12 weeks from the beginning of the military leave, provided the employee timely pays the employee share of the premium. After that period, the employee may elect to continue health insurance coverage for the period required by USERRA, COBRA, and applicable Minnesota law. The employee may be required to pay up to 102%of the full premium.

Employees returning from qualifying military service will be credited with the vacation, sick leave, ESST, seniority, wage progression, and other seniority-based rights and benefits they would have received had they remained continuously employed, as required by state and federal law. Pension and retirement benefits will be administered in accordance with USERRA, Minnesota law, and applicable PERA requirements.

Return to Work

Employees returning from military service must report to work or apply for reemployment within the time permitted by applicable state and federal law. When state law provides a more favorable reporting or application period than federal law, the more favorable provision will apply.

Employees will be promptly reemployed in the position, including seniority, status, pay, and benefits, that they would have attained with reasonable certainty had they remained continuously employed, or in another position as required by applicable law.

The City will make reasonable efforts to help a returning employee become qualified for the applicable reemployment position, including reasonable training or retraining. Employees with a disability incurred in or aggravated during military service will be accommodated and reemployed in accordance with USERRA and other applicable law.

Eligibility for reemployment is subject to applicable law, including requirements concerning advance notice, cumulative periods of military service, timely return or application for reemployment, and the character of the employee's discharge or release from military service.

Upon reemployment, health insurance coverage for the employee and eligible dependents will be restored as required by law without a new waiting period or exclusion, except as otherwise permitted by law.

- Leaves of less than 31 days: the employee must return to work at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight hour rest period.
- Leaves of 31 to 180 days: the employee must submit an application for re-employment within 14 days of release from service.
- Leaves of more than 180 days: the employee must submit an application for re-employment within 90 days of release from service.

Artificial Intelligence (AI) Use

With the increasing popularity of generative artificial intelligence tools such as OpenAI's ChatGPT, Microsoft's CoPilot, and Google's Gemini, it has become necessary to outline the proper use of such tools while working for the City. While the City remains committed to adopting new technologies to better serve the community, employees must understand the risks and limitations of generative AI and the need to ensure responsible use.

The risks in using this technology include but are not limited to uncertainty about who owns the AI-created content and security/data privacy concerns with inputting data into an AI tool. Additionally, the accuracy of the content created by these technologies must be verified, as the information may be outdated, misleading, or fabricated.

Employees must also comply with the Minnesota Government Data Practices Act (Minn. Stat. Chapter 13) and all applicable privacy and confidentiality requirements when using AI tools. Private, confidential, nonpublic, protected, or otherwise restricted government data must not be entered into AI tools. If you are unsure whether the data you enter into AI tools is classified as public data, consult the City's responsible authority or designee prior to using those AI tools. All data created with the use of AI is to be retained according to the City's records retention schedule.

Employees wishing to use generative AI must inform their Department Head on how the tool will be used. With approval by the Department Head, employees may use generative AI tools for acceptable tasks such as:

- For general knowledge questions meant to enhance your understanding on a work-related topic.
- Drafting, editing, summarizing, brainstorming, and research, provided that the sources generated by any AI tool are cited in the work product.
- Summarizing online research and creating outlines for content projects to assist in full coverage of a topic.
- Creating spreadsheet formulas.

Employees are responsible for reviewing and verifying all AI-generated content for accuracy, completeness, appropriateness, bias, and compliance with applicable laws and City policies. If a reliable source cannot be found to verify factual information generated by AI, that information must not be used for work purposes.

Employees remain solely responsible and accountable for any work product created or assisted by AI. AI must not replace employee judgment or appropriate human review.

Misuse of AI, including sharing private or protected data or relying on incorrect AI-generated information, may result in progressive disciplinary action, up to and including termination of employment, consistent with applicable City policies and procedures.

Meal Breaks

Unless otherwise provided for in a collective bargaining agreement, employees who work 6 or more consecutive hours for the City are entitled to a meal break of at least 30 minutes, which shall be taken at times to be determined by the City. The meal break is unpaid for non-exempt employees, provided that the employee is completely relieved from duty during that time. If an employee is not completely relieved from duty, the employee will be compensated for their meal break time. Non-exempt employees many not work during their meal break without permission for their supervisor.

Rest Breaks

Unless otherwise provided for in a collective bargaining agreement, employees may take a paid rest break of at least 15 minutes, or enough time to utilize the nearest convenient restroom, whichever is longer, within each 4 consecutive hours of work for the City.

CITY OF ALEXANDRIA
RESOLUTION NO. 2026-xxx

RESOLUTION AMENDING PERSONNEL POLICIES MANUAL

WHEREAS, the City of Alexandria previously adopted a Personnel Policies Manual, and

WHEREAS, it is necessary and appropriate to periodically review and update said Manual to ensure compliance with application laws and to maintain fairness, clarity, and consistency;

WHEREAS, the City wishes to amend and add the following policies within the City of Alexandria's Personnel Policies Manual:

- Earned Sick and Safe Time (ESST) – revisions
- Military Leave - revisions
- Artificial Intelligence (AI) Use – new policy
- Meal Breaks – revisions
- Rest Breaks – new policy; and

WHEREAS, the City has identified the need to incorporate these revisions and new policies to ensure legal compliance, operational consistency, and clear expectations for all employees; and

WHEREAS, the Personnel Committee reviewed the policies on September 17, 2026 and recommended approval at the October 12, 2026 City Council meeting;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alexandria, Minnesota, that the City of Alexandria Personnel Policies Manual is hereby amended to incorporate the revisions and additions incorporated herein by reference.

BE IT FURTHER RESOLVED, that the amended policy language as adopted herein shall supersede and replace any previous versions of the same sections in the Personnel Policies Manual.

ADOPTED by the City Council of the City of Alexandria, Minnesota this 12th day of October, 2026, by the following vote:

YES:

NO:

ABSENT:

_____
Mayor

ATTEST:

_____

City Administrator

CITY OF ALEXANDRIA

City Council - Regular Meeting
704 Broadway
Alexandria, MN 56308

SCHEDULED
ACTION ITEM (ID # 10707)

Meeting: October 12, 2026
Department: Administration
Category: Report
Prepared by: Marty Schultz
Department Head: Marty Schultz
DOC ID: 10707

Recommendations for Home Rule Charter Amendments

Background

The purpose of this memo is to formally notify the City Council that the Alexandria Charter Commission is recommending the Alexandria City Council amend the Home Rule Charter of the City of Alexandria by ordinance. This recommendation was adopted by the Charter Commission at their meeting on October 6.

The article recommended for amendment is Article XI. Franchises.

There are multiple ways to amend a charter. The path being recommended by the Charter Commission for these amendments is amendment by ordinance, which is set out in Section 410.12, Subdivision 7 of Minnesota Statute.
The first step is for the Charter Commission to recommend the City Council amend the charter by ordinance. The presentation of the amendments at the council meeting serves as the formal receipt of the recommendation to amend the charter by ordinance.

From this date, the City Council now has one month to set a public hearing on the charter amendments and to publish notice of the hearing. This notice must also contain the text of the proposed amendments.

The hearing must take place at least two weeks but not more than one month after the notice is published. Within one month of the public hearing, the City Council must vote on the proposed charter amendment ordinance. The vote must be unanimous, including approval by the Mayor if the Mayor has veto power. The ordinance becomes effective 90 days after passage and publication, unless a later date is provided in the ordinance.

Within 60 days after passage and publication, a petition signed by registered voters equal in number to at least 5 percent of the registered voters in the city or 2,000, whichever is less, may be submitted to force a referendum on the amendment.

While the proposed amendments are attached for City Council review, the purpose of this agenda item is only to acknowledge receipt of the recommendation and to consider dates for a public hearing.

Financial Impact

The only financial impact of setting a public hearing is the cost of advertising.

Recommendation

For the record, staff recommends the City Council pass a simple motion acknowledging receipt of the recommendation for amendment by ordinance and directing staff to publish notice of the hearing as stated below. If desired, the City Council could discuss the amendments at a future work session.

In looking at the calendar, the recommended timeline is as follows:

-Publication of Notice in Newspaper: Wednesday, November 5, 2025
-Public Hearing: Monday, November 24, 2025 at 7:15 p.m.

ATTACHMENTS

- OA 11 101226 CC Meeting.pdf

ARTICLE XI – FRANCHISES

Sec. 11.01. ~~Defined.~~Franchises Required

Except as otherwise provided by law, ano person, ~~firm, or~~ corporation, or entity may ~~not~~ place or maintain a permanent or semi-permanent fixture or any infrastructure in, over, upon, or under a street, alley, right of way, or other public place in the City for the purpose of operating a public utility or for any ~~other~~for-profit purpose without a franchise from the City.- No franchise may be required of public utilities or other services provided by the City's Board of Public Utilities. A franchise is granted by ordinance that may not be an emergency ordinance.

The word "franchise" as used in this charter shall be construed to mean any special privilege granted for the purpose of profit to any person or corporation, over, upon or under any ~~of the~~ street~~s~~, alley~~s~~, right of way, or public place~~s~~ of the City of Alexandria, whether such privilege has been granted by the City of Alexandria or by or under the State of Minnesota.

~~It shall also be construed to mean the privilege granted to any person or corporation of furnishing for profit from any established plant, factory or works, to any person, corporation or to the public generally, any electricity or gas for lighting or heating purposes or motive power; any water through service pipes for general use or motive power; or any steam for heating purposes or motive power, whether such privilege has been or shall hereafter be granted by said city or by or under said state.~~

Sec. 11.02. Ordinances Granting Franchise; Requirements.

Every ordinance by which the Council shall propose to grant any franchise shall contain all the terms and conditions of the franchise and shall be adopted as all other ordinances in and for the City of Alexandria before such ordinance shall be enforced. The grantee must pay the cost of publication of the franchise ordinance. A franchise is not effective unless it has been unconditionally accepted by the grantee and filed with the clerk.

Sec. 11.03. Regulation ~~of Rates.~~

Unless limited by state and federal law, the City shall have the power to regulate and control the maximum rate to be charged by any corporation or person exercising any franchise in the city for the service rendered by it in the city, but such price shall be fair and reasonable to such corporation or person and to the public. Unless prohibited by law, the ordinance may impose a franchise fee on a grantee.

Sec. 11.04. Reports Required.

Every corporation or person exercising any franchise in the City of Alexandria shall file annually such reports and statements certified by such officer or agent of the corporation or person as may be required by the applicable franchising ordinance. Said statement shall be open to public inspection and if the owner of any such franchise refuses or neglects to file such report as herein provided by the applicable ordinance, the council may proceed by ordinance to cancel and revoke such franchise.

Sec. 11.05. Renewals and Modifications.

The renewal or modification of a franchise is subject to the limitations of this chapter and is granted in the same manner as a new franchise.

CITY OF ALEXANDRIA

City Council - Regular Meeting
704 Broadway
Alexandria, MN 56308

SCHEDULED
ACTION ITEM (ID # 10708)

Meeting: October 12, 2026
Department: Administration
Category: Ordinance
Prepared by: Marty Schultz
Department Head: Marty Schultz
DOC ID: 10708

First Reading of an Ordinance Amending City Code Section 2.40 and Establishing the Compensation of the Council Members and the Mayor of Alexandria

Background

Minnesota Statute 415.11 requires that any changes to the salary of elected officials must be made by ordinance and take effect after the next succeeding election.

The past practice of the City has been to make salary modifications just prior to a general election, with the effective date for the new salary the following January 1.

The attached proposed ordinance includes a 4.0% increase (currently $13,420) to $13,957 in 2027 and to $14,515 in 2028 for the Mayor; and a 4.0% increase (currently $8,709) to $9,057 in 2027 and $9,419 in 2028 for the City Council.

In addition, the ordinance states that the Mayor and Council will be compensated $100 for each duly called special meeting or emergency meeting of the City Council.

The ordinance adopted in October 2024 is attached for reference.

The percentage wage increase for the Mayor and Council matches what is in the preliminary 2027 budget for a General Wage Adjustment for city employees.

Recommendation

Staff recommends adoption of a first reading of the ordinance. The first reading must be completed at this meeting or the window to make adjustments for 2027 and 2028 will be closed.

ATTACHMENTS

- First Reading-Ordinance Relating to Compensation of Mayor and City Council.docx
- ORD NO 913.docx

ORDINANCE NO. XXX
2ND SERIES

AN ORDINANCE AMENDING CITY CODE SECTION 2.40 AND ESTABLISHING THE COMPENSATION OF THE COUNCIL MEMBERS AND MAYOR OF THE CITY OF ALEXANDRIA

The City Council of the City of Alexandria does **ORDAIN**:

SECTION I. That Section 2.40 of the Alexandria City Code be amended as follows:

Sec. 2.40. Salary of the Mayor and Council Members. Salaries of the Mayor and City Council Members, effective January 1, 2027, and January 1, 2028, are hereby fixed as follows, which amounts are deemed reasonable.

Subd. 1. That the compensation to be payable to the duly elected Mayor for the City of Alexandria shall be the sum of $13,957 for 2027, and $14,515 for 2028, which shall be payable in equal quarterly installments.

Subd. 2. The compensation payable to the duly elected members of the City Council of the City of Alexandria shall be $9,057 for 2027, and $9,419 for 2028, which shall be payable quarterly.

Subd. 3. The compensation to be payable to the duly elected Mayor and duly elected members of the City Council of the City of Alexandria shall be $100 for each duly called special City Council meeting or emergency City Council meeting attended, and such special and emergency meeting compensation shall be included in each officials' quarterly installment payments as provided in Subdivision 2.

Subd. 4. Payment of the salaries provided for in this Ordinance shall become effective January 1, 2027 and January 1, 2028.

SECTION II. This Ordinance shall be in full force and effect from and after its passage and publication.

ADOPTED by the City Council of the City of Alexandria this 26th day of October, 2026, by the following vote:

YES:

NO:

ABSENT:

_____
Bobbie Osterberg, Mayor

ATTEST:_____
Martin D. Schultz, City Administrator

ORDINANCE NO. 913
2ND SERIES

AN ORDINANCE AMENDING CITY CODE SECTION 2.40 AND ESTABLISHING THE COMPENSATION OF THE COUNCIL MEMBERS AND MAYOR OF THE CITY OF ALEXANDRIA

The City Council of the City of Alexandria does **ORDAIN**:

SECTION I. That Section 2.40 of the Alexandria City Code be amended as follows:

Sec. 2.40. Salary of the Mayor and Council Members. Salaries of the Mayor and City Council Members, effective January 1, 2025, and January 1, 2026, are hereby fixed as follows, which amounts are deemed reasonable.

Subd. 1. That the compensation to be payable to the duly elected Mayor for the City of Alexandria shall be the sum of $13,029 for 2025, and $13,420 for 2026, which shall be payable in equal quarterly installments.

Subd. 2. The compensation payable to the duly elected members of the City Council of the City of Alexandria shall be $8,455 for 2025, and $8,709 for 2026, which shall be payable quarterly.

Subd. 3. The compensation to be payable to the duly elected Mayor and duly elected members of the City Council of the City of Alexandria shall be $100 for each duly called special City Council meeting or emergency City Council meeting attended, and such special and emergency meeting compensation shall be included in each officials' quarterly installment payments as provided in Subdivision 2.

Subd. 4. Payment of the salaries provided for in this Ordinance shall become effective January 1, 2025, and January 1, 2026.

SECTION II. This Ordinance shall be in full force and effect from and after its passage and publication.

ADOPTED by the City Council of the City of Alexandria this 28th day of October 2024, by the following vote:

YES: FRANZEN, THALMAN, ALLEN, MACE, WIENER

NO: NONE

ABSENT: NONE

_____
Bobbie Osterberg, Mayor

ATTEST:_____
Martin D. Schultz, City Administrator

CITY OF ALEXANDRIA

City Council - Regular Meeting
704 Broadway
Alexandria, MN 56308

SCHEDULED
ACTION ITEM (ID # 10705)

Meeting: October 12, 2026
Department: Administration
Category: Resolution
Prepared by: Heather Koskiniemi
Department Head: Marty Schultz
DOC ID: 10705

Resolution Finding Sale of Real Property has no Relationship to the Alexandria Comprehensive Plan and Authorizing the Sale and Deposit of Funds.

Background

At the September 14 Council meeting the City Council authorized the execution of a purchase agreement for 2020 Fillmore Street. As part the process for the sale of property owned by the City there needs to be an accompanying resolution allowing that sale.

The attached resolution does the following:

- Authorizes the sale of 2020 Fillmore Steet and directs the City Administrator and Mayor to execute the Deed needed for the sale of the property
- Authorizes the City Administrator to sign all documents needed to complete the closing of the sale
- Finds that under the circumstances, it is not possible to use the proceeds from this sale to retire any outstanding indebtedness incurred by the city in the purchase, construction, or improvement of this or other property
- Authorizes the proceeds from this sale to go into the revolving loan fund
- That the sale of the property has no relationship to the Alexandria Comprehensive Plan

If Council finds it appropriate to approve this resolution the closing for this property will be October 13.

Financial Impact

Proceeds from the sale of the property will be put back into the Revolving Loan Fund less any applicable closing costs and realtor fees.

Recommendation

Approval of the attached Resolution Finding Sale of Real Property has no Relationship to the Alexandria Comprehensive Plan and Authorizing the Sale and Deposit of Funds.

ATTACHMENTS

- Resolution Authorizing the Sale of Property - Final.docx
- Warranty Deed to Cinkel Properties, LLC 10.8.2026.docx

RESOLUTION NO.

RESOLUTION FINDING SALE OF REAL PROPERTY HAS NO RELATIONSHIP TO THE ALEXANDRIA COMPREHENSIVE PLAN AND AUTHORIZING THE SALE AND DEPOSIT OF FUNDS

WHEREAS, The City of Alexandria provided revolving loan fund financing to the previous owner of 2020 Fillmore Street in Alexandria, MN and such loan was secured by a mortgage on that property; and

WHEREAS, The owner defaulted on that and other obligations resulting in a foreclosure proceeding against the property; and

WHEREAS, The City of Alexandria redeemed the property after its foreclosure; and

WHEREAS, The City of Alexandria desires to sell real property located at 2020 Fillmore Street in Alexandria, MN; and

WHEREAS, the City Council finds that under the circumstances, it is not possible to use the proceeds from this sale to retire any outstanding indebtedness incurred by the city in the purchase, construction, or improvement of this or other property; and

WHEREAS, the City Council finds that depositing the proceeds from this sale into the revolving loan fund is an appropriate public use of the proceeds; and

WHEREAS, the City Council finds that the sale of the property has no relationship to the Alexandria comprehensive plan.

NOW THEREFORE, BE IT RESOLVED, that the City of Alexandria, does hereby authorize the sale of 2020 Fillmore Steet and directs the City Administrator and Mayor to execute the Deed needed for the sale of the property and authorizes the City Administrator to sign all documents needed to complete the closing of the sale.

BE IT FURTHER RESOLVED, that the proceeds from the sale of 2020 Fillmore Street in Alexandria, MN shall be deposited into the revolving loan fund.

ADOPTED by the City Council on this 12th day of October, 2026.

YES:

NO:

ABSENT:

_____
/S/ H. Bobbie Osterberg, Mayor

ATTEST: _____
/S/ Martin Schultz, City Administrator

(Top 3 inches reserved for recording data)

WARRANTY DEED
Business Entity to Individual(s)

eCRV number: _____

DEED TAX DUE: $**660.00**

DATE: _____, **2026**

FOR VALUABLE CONSIDERATION, **City of Alexandria** a **municipal corporation** under the laws of **Minnesota** ("**Grantor**"), hereby conveys and warrants to **Cinkel Properties, LLC** ("**Grantee**"), real property in **Douglas** County, Minnesota, legally described as follows:

Lot Three (3), Block One (1), Oak Manor, City of Alexandria, ALSO all that portion of the adjacent vacated alley lying between the North line extended and the South line extended, of said Lot Three (3), according to the recorded plat on file and of record in the Office of the County Recorder, Douglas County, Minnesota

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:
[…]

Check applicable box:

☐ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: **[…]**.)

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor
City of Alexandria

By: _____

_____

Its: _____

By: _____

_____

Its: _____

State of Minnesota, County of **Douglas**

This instrument was acknowledged before me on _____**, 2026**, by _____ as _____ and by _____ as _____ of the **City of Alexandria.**

(Stamp)

_____
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
SWENSON LERVICK SYVERSON TROSVIG
JACOBSON CASS DONAHUE SPANGRUD, P.A.
710 BROADWAY STREET
ALEXANDRIA, MN 56308
TELEPHONE: (320) 763-3141

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
CINKEL PROPERTIES, LLC
399 BIRCHWOOD RD NW
ALEXANDRIA, MN 56308

CITY OF ALEXANDRIA

City Council - Regular Meeting
704 Broadway
Alexandria, MN 56308

SCHEDULED
ACTION ITEM (ID # 10648)

Meeting: October 12, 2026
Department: City Engineer
Category: Award Bid
Prepared by: Brian Yavarow
Department Head: Brian Yavarow, P.E.
DOC ID: 10648

Knute Nelson Memorial Ballpark Field Lighting Upgrades

Background

Last month, this Council accepted Border States material quote for the replacement of the existing 55-lamp Metal Halide lighting system with a 49-bulb LED Stadium Lighting Fixtures, base bid which includes an alternate quote for the relocation the LED light drivers down closer to the bottom of each light tower/standard eliminating the need for someone to climb to the top of these towers for maintenance. Border State's material proposal for both of these scopes was $74,028.53 and have since been ordered.

The associated labor cost was not presented at this meeting because we did not have a second quote at the time for Council approval however staff elected to present material quotes due to procurement lead time and anticipated material price increase(s). We have received a second labor quote for this work. Alexandria Electric submitted the lowest labor quote in the amount of $44,500 for the base bid work and an alternate labor quote in the amount of $54,000 for a combined total labor amount of $98,500.

ALP was consulted during this lighting upgrade process. Over the past several years, there have been underground electrical wiring issues causing lighting malfunctions. Based on ALP's assessment of the existing underground infrastructure that is believed to be installed prior to 1983, it is just a matter of time until the entire underground system experiences a significant failure. The current underground wiring is direct bury with no conduit protection leaving the wires susceptible to rodent damage. Additionally, a portion of the wiring is buried beneath the outfield which is not ideal and if approved, any proposed wire cabling would be installed outside the field of play.

ALP is proposing to upgrade the primary electrical service cable and transformer in addition to installing new secondary wire cable in PVC conduit to each existing light standard. In order to fully complete this underground infrastructure work, an electrician is needed to complete the remaining portion of work to achieve full infrastructure replacement. Alexandria Electric submitted the lowest labor and materials quote for this portion of work. Please refer to the attached ALP work scope and Alexandria Electric's infrastructure upgrades proposal for further detail.

All work might start this fall and continue through the winter contingent on winter conditions. The overall goal is to have this project substantially completed prior to

the 2027 season opener.

In closing, ALP has secured $5,000 in funding from MRES to support this project and as noted on Border States proposal and Alexandria Electric, both entities are donating a portion work as well. This project is another example of community collaboration initiated by the AYBA.

Financial Impact

The Capital Improvement Fund is the recommended funding source for this work. Sufficient funds are available to proceed with the recommended actions.

Recommendation

Motion accepting Alexandria Electric's lighting upgrades labor proposal in the amount of $98,500 (base bid +Alternate) and motion accepting Alexandria Electric's electric service infrastructure upgrades (underground) labor and materials proposal in the amount of $26,000

ATTACHMENTS

- Quote.AlexElectric.OverheadLighting.WAlternate.pdf
- Quote.RoseCity.OverheadLighting.pdf
- Quote.AlexElectric.UndergroundWiring.pdf
- Quote_Knute_Nelson_Ball_Park_BOM_2_-_Knute_Nelson_Ball_Park_2026_09_09_V1.BorderStates.pdf
- KNUTE NELSON MEMORIAL PARK.UndergroundWorkScope.pdf



IntelliBid

Bid Proposal

Knute Nelson Ball Field Lights

ALEXANDRIA ELECTRIC
620 Oak St.
Alexandria, MN 56308
Phone: 320-763-5222
Website: www.alexelec.com

ALEXANDRIA ELECTRIC
620 Oak St.
Alexandria, MN 56308

18 September 2026
Job ID: JOB-0258

Attention: City of Alexandria

Re: Proposal for Knute Nelson Ball Field Lights

We are pleased to provide pricing to replace the stadium lights on the towers at Knute Nelson Ball Field.

We also have a separate alternate price to replace the panels at the base of the towers, replace the wiring to the top of the tower, and locate the drivers for the new lights by the base of the tower.

Qualifications:
1. Permit Fee is included.
2. All wiring to meet the requirements of the 2023 National Electrical Code.

Replacing Lights. $44,500.00
1. (2) 125-foot boom lift rentals included.
2. Demo and dispose of existing fixtures.
3. Install 49 new LED stadium fixtures.
4. Any misc. mounting hardware for the new fixtures.
5. We will assist with aiming the new fixtures.
6. 1 new junction box at the top of each pole.
7. Replace the conductors up the pole.

Alternate Price Add $54,000.00
1. Demo and dispose of the existing panels at bottom of each light pole.
2. Provide and install 7 new panels to be mounted on strut. We will be required by code to move these panel locations down for accessibility.
3. Remote mount LED drivers near the bottom of each pole for ease of maintenance.
4. Provide and install a cable tray up the pole for the remote driver extension cables.

Exclusions:
1. Premises wiring upgrades.
2. All light fixtures, cords, and drivers provided by others.

Pricing:

For the Sum of $ 44,500.00

Alternates:

Name		Amount
REPLACE LOADCENTERS ON TOWERS AND REMOTE MOUNT DRIVERS	Add $	54,000.00

We would like to thank you for the opportunity to quote this project. If you have any questions, please call us.

Pricing is good for 30 days.



IntelliBid

Bid Proposal

Knute Nelson Ball Field Lights

ALEXANDRIA ELECTRIC
620 Oak St.
Alexandria, MN 56308
Phone: 320-763-5222
Website: www.alexelec.com

Sincerely,

Jason Bohlsen
ALEXANDRIA ELECTRIC

Rose City Electric Inc.

31208 County 71
Eagle Bend, MN 56446
Phone-218-738-3189
Fax- 218-738-3187

9/17/2026

Attn: City of Alexandria
Knute Nelson Ballfield

Re: Provide and Install 49 LED light fixtures with Remote Drivers

Here is the quote requested for: Provide and Install of 49 RDA LED Stadium lights on tops of existing poles, with remote drivers below.

Total Labor and Material for replacing existing stadium lights-$195,000.00

Deduct RDA Light package- $74030.00

Total Labor and Install of fixtures [Providing all lighting package is provided by other]-$120,970.00

*Quote does not include- Repair or modification of any existing electrical feeding the new fixtures, adding more circuits, or electrical panel modification.

*Disposal of all removed existing fixtures, and misc by other.

*50% downpayment required before beginning this project.

Thank you for the opportunity to bid this project.
Please sign and return to Rose City Electric if you would like this project completed.

SIGNED_____

If you have any questions, feel free to call.

Sincerely,
Chad Bjorstrom
Rose City Electric



Bid Proposal

Knute Nelson Ballfield Infastructure Upgrades

ALEXANDRIA ELECTRIC
620 Oak St.
Alexandria, MN 56308
Phone: 320-763-5222
Website: www.alexelec.com

ALEXANDRIA ELECTRIC
620 Oak St.
Alexandria, MN 56308

29 September 2026
Job ID: JOB-0883

Attention: City of Alexandria

Re: Proposal for Knute Nelson Ballfield Infastructure Upgrades

We are pleased to quote the Electrical infastructure upgrades for the stadium lights. This includes new underground race ways and condutors, new 400-amp service, and new terminal boxes at the poles.

Qualifications:
1. Permit Fee is included.
2. All wiring to meet the requirements of the 2026 National Electrical Code.
3. Set a new 400-amp service near the left field score board.
4. Provide and install a new lighting contactor.
5. Work with ALP to get new conductors from the lighting contactor to the light poles.
6. Provide new conductors to the batting cage to re-feed the existing panel on the north side of the batting cage.
7. Provide new conductors and a new switch at the dugout for the stadium light control. New switch will be inside the dugout.

Exclusions:
1. Direction boring and conductors from the lighting contactor to the poles provided by ALP, we will assist with pulling these conductors in the race ways.

Pricing:

For the Sum of $ 26,000.00

We would like to thank you for the opportunity to quote this project. If you have any questions, please call us.

Pricing is good for 30 days.

Sincerely,

Jason Bohlsen
ALEXANDRIA ELECTRIC

BORDER STATES

PREPARED BY

Jamie Swanson - AREA 13 - 031 Willmar
JSwanson@borderstates.com
1209 East Highway 12
Willmar, MN 56201, USA

City of Alexandria-Parks Dept.
704 Broadway
Alexandria, MN 56308

All prices are subject to Manufacturer ' s tariff increases. Tariff adders will be passed on to Buyer.

PRICING AND LEAD TIME ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.

PLEASE ADVISE OF ANY COUNT CHANGES FOR AN UPDATED BILL OF MATERIAL AND QUOTE

Approved September 14

FIXTURES-RDA

Qty	Type	Mfg	Model Number & Notes	Lead Time
18	S1-8-55	RDA LIGHTING - RDAL	STRIKE1-LED800A600-B-5K-55DEG-GRY-DIM-YK-SP10	-
22	S1-88-35	RDA LIGHTING - RDAL	STRIKE1-LED800A600-B-5K-35DEG-GRY-DIM-YK-SP10	-
7	S1-8-20	RDA LIGHTING - RDAL	STRIKE1-LED800A600-B-5K-20DEG-GRY-DIM-YK-SP10	-
2	S1-8-15	RDA LIGHTING - RDAL	STRIKE1-LED800A600-B-5K-15DEG-GRY-DIM-YK-SP10	-
49	VISOR	RDA LIGHTING - RDAL	STRIKE1 - VISOR GRY	-
1	LASER	RDA LIGHTING - RDAL	SFL1/SFL2-LASER POINTER SPORTS FLOOD LIGHT ACCESSORY SFL1/SFL2 - LASER POINTER	-
-	-	-	-	-
FIXTURES-RDA Subtotal				**$65,416.78**

Job Name : Knute Nelson Ball Park

Quote Number : 581950-1156676-1
Bid Date : Sep 09, 2026
Expiration Date : Sep 19, 2026

CABLE FOR REMOTE DRIVER MT				
Qty	Type	Mfg	Model Number & Notes	Lead Time
49	CABLES-65	RDA LIGHTING - RDAL	RDA LIGHTING 052914 65FT CABLE W/ CONNECTOR	-
49	CABLES-30	RDA LIGHTING - RDAL	RDA LIGHTING 052913 65FT CABLE W/ CONNECTOR 65FT CABLE W/ CONNECTOR	-
-	-	-	-	-
CABLE FOR REMOTE DRIVER MT Subtotal				**$8,611.75**

Grand Total	**$74,028.53**

Pricing provided is allowing a Donation Discount package.
-FIXTURE TOTAL $72,750.00
-REMOTE DRIVER OPTION 120-277v $9600

Approved September 14

General Terms & Conditions

This quotation and all orders tendered pursuant hereto shall be subject to Border States' terms of sale that can be found at https://solutions.borderstates.com/terms-of-sale/.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, Border States reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

Approved September 14

KNUTE NELSON MEMORIAL PARK
UNDERGROUND INFRASTRUCTER UPGRADE WORK SCOPE

ALP:

- ALP would bore a 2" conduit and supply the conductors to the (4) light poles in the outfield – Alex Elec will assist with installing the new conductors, provide conduit stub ups on both ends, supply new terminal boxes on the light poles, and provide conduit and wiring from each terminal box to the new small breaker panels on each pole (these small breaker panels on each pole are part of the original stadium lighting quote)
- ALP would bore a 2" conduit and supply the conductors to the (2) light poles down the first base line - Alex Elec will assist with installing the new conductors, provide conduit stub ups on both ends, supply new terminal boxes on the light poles, and provide conduit and wiring from each terminal box to the new small breaker panels on each pole (these small breaker panels on each pole are part of the original stadium lighting quote)
- ALP would bore a 2" conduit and supply the conductors to the (2) light poles down the third base line - Alex Elec will assist with installing the new conductors, provide conduit stub ups on both ends, supply new terminal boxes on the light poles, and provide conduit and wiring from each terminal box to the new small breaker panels on each pole (these small breaker panels on each pole are part of the original stadium lighting quote)
- ALP would bore a 2" conduit to the corner of the batting cage – Alex electric would supply a new junction box at the corner of the batting cage and tie it to the conduit we recently put underground too the third base dugout. Alex Electric would supply conductors from our new panel to re-feed the batting cage power. Alex Electric would supply stadium light switching conductors from our new panel to the third base dugout. New piping and wiring would be installed to the inside of the dugout for the stadium light switch. – this location would be discussed with the baseball people to ensure we install it where they want it.

Alexandria Electric:

Would provide materials and install a new 400amp 120v/240v single phase service in left/center field behind the fence next to the Hilltop Lumber Billboard. There would be one ALP transformer with one meter at this location. The new 400amp panel and would feed power to all the light poles, the batting cage power, and a new on/off light switch to be located in the 3rd

base dugout. The lights are currently wired 120v. With the new system they would be wired 240v which would cut down the amp draw of the fixtures significantly.

CITY OF ALEXANDRIA

City Council - Regular Meeting
704 Broadway
Alexandria, MN 56308

SCHEDULED
ACTION ITEM (ID # 10703)

Meeting: October 12, 2026
Department: City Engineer
Category: Award Bid
Prepared by: Brian Yavarow
Department Head: Brian Yavarow, P. E.
DOC ID: 10703

Alexandria Regional Airport - Security Gate Improvements

Background

Security improvements at the AXN Airport have been a property and pilot safety concern for years and incorporated into the Airport CIP as planned facility improvements. Although the Airport property has perimeter fencing, there are seven (7) unrestricted access points which is a safety concern for the general public and aircraft operations. The proposed improvements consist of replacing inoperable electronic closures, replacement of damaged gates, installing new openers in lieu of manually operated gates, and/or relocating and installing fencing with a new electronic closure. Please refer to the attached map for reference.

Staff solicited for quotes. FenceAll was the sole respondent in the amount of $100,500. Previous estimates for this work ranged from $98,000 to $110,000 therefore, FenceAll's quoted prices appears reasonable. Please note, the bidding schedule was composed of alternate options such as gates transmitters based on an estimated quantity. The actual number of transmitters is still to be determined.

Although access gate numbers 6 & 7 are access points onto Airport property, these access point primarily serve daily Public Works operations to City property therefore, I am recommending these two points be funded thru the City Capital Improvement Fund and not the airport. If acceptable, the contractor proposed to start this fall with priority access points such as gate No. 1 contingent on material availability. Final completion is schedule for summer 2027.

Financial Impact

These improvements are planned Airport CIP expenditures. Sufficient funds are available to proceed with the requested action. The proposed funding breakdown:

Airport Development 406 Fund = $65,000.00
City CIP 401 Fund = $35,500.00
Total Funding =$100,500.00

Recommendation

Motion accepting the quote from FenceAll in the amount of $100,500.00

ATTACHMENTS

- 406 - Airport Development CIP.pdf
- Propsal.FenceALL.10-5-26.pdf
- 401 - Capital Improvement Fund .pdf

406 Airport Development Fund

Project	Funding Source/Notes	2026	2027	2028	2029	2030	2031	2032	2033	UPP
Airport Security Gates	Airport Development Fund	65,000	-	-	-	-	-	-	-	-
Pavement Joint and Crack Repair	Airport Development Fund	-	-	-	50,000	-	-	-	-	-
Bellanca Lane Reconstruction	Airport Development Fund	-	72,426	-	-	-	-	-	-	-
Fuel System Upgrades	Possible Bonding - 20 years	-	-		-	-	-	-	-	-
Fuel System Upgrades - Card Reader	State Grant/Airport Development Fund	15,000	-	-	-	-	-	-	-	-
GPS Approaches Runway 4/13	Airport Development Fund	-	-	-	-	-	-	-	-	-
ILS Replacement	Possible Bonding - 20 years	38,490		-	-	-	-	-	-	-
Re-Clad and Insulate H-1 and SRE	Airport Development Fund	-	-	-	-	75,000	-	-	-	-
Re-Clad Bellanca Building	Airport Development Fund	-	-	-	-	45,000	-	-	-	-
Re-Clad Two 6-unit T-Hangers*	Airport Development Fund	-	-	-	-	45,000	-	-	-	-
Runway 04-22 Crack Filling	Airport Development Fund	-	-	-	-	-	-	-	20,000	-
Runway 13-31 Reconstruction	Possible Bonding - 20 years	-	-	120,000	120,000	120,000	120,000	120,000	120,000	1,680,000
Taxiway A Edge Lighting	Airport Development Fund	-	-	-	46,184	-	-	-	-	-
Terminal Area Study	Airport Development Fund	-	-	-	-	-	-	-	-	-
2013 Chevy 3500	Airport Development Fund	-	-	-	-	-	-	-	70,000	-
2026 MB Plow		125,000	-	-	-	-	-	-	-	-
1995 sweeper rebuild		-	-	-	-	-	-	-	-	-
CAT loader with snow pusher	Trans from PW	34,000	-	-	-	-	-	-	-	-
Loader attachment blower		-	180,000	-	-	-	-	-	-	-
2003 John Deere 6420	Airport Development Fund	-	-	-	200,000	-	-	-	-	-
1995 Oshkosh Plow	SRE Grant	10,000	16,809	-	-	-	-	-	-	-
1984 Oshkosk Blower	Financing	-	-	-	-	-	-	-	-	600,000
1995 Oshkosh Sweeper	Financing	-	-	-	-	-	-	-	-	650,000
2016 John Deere ZTR Mower	Airport Development Fund	-	-	12,000	-	-	-	-	-	-
2013 Ford Interceptor	Airport Development Fund	-	-	-	-	42,000	-	-	-	-
Apron Recon	Airport Development Fund	-	-	12,500	-	257,509	-	-	-	-
T-Hanger Loan	Airport Development Fund	35,256	35,256	35,256	35,256	35,256	35,256	35,256	35,256	35,256
Scissor Lift with Trailer	Airport Development Fund	15,500	-	-	-	-	-	-	-	-
		338,246	304,491	179,756	451,440	619,765	155,256	155,256	245,256	2,965,256
Current Cash Balance - Jan 1 2026		479,407	517,327	574,292	699,992	564,008	269,699	449,899	640,099	640,099
Hanger Rent		104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000
Ag Land Lease		20,456	20,456	20,456	20,456	20,456	20,456	20,456	20,456	20,456
Leases		86,000	86,000	86,000	86,000	86,000	86,000	86,000	86,000	86,000
Levy		45,000	55,000	65,000	75,000	85,000	95,000	105,000	115,000	125,000
Bellanca Revenue		95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000
Bellanca Expense		(65,000)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)
Grant Reimbursements (ATS, 13-31)		90,710	66,000							
		855,573	878,783	879,748	1,015,448	889,464	605,155	795,355	995,555	1,005,555
Balance		**517,327**	**574,292**	**699,992**	**564,008**	**269,699**	**449,899**	**640,099**	**750,299**	**(1,959,701)**

CITY OF ALEXANDRIA

704 Broadway,
Alexandria, MN 56308
320-763-6678
AlexandriaMN.city

September 14, 2026

RE: AXN Alexandria Regional Airport
Airport Gates Improvements

Dear Prospective Bidder:

The City of Alexandria (Owner) is requesting sealed bids for the construction of Airport Gates improvements for the Alexandria Regional Airport located at 604 AGA Drive. Bids will be received at the Office of the City Administrator at **Alexandria City Hall** located at **704 Broadway Street**, **Tuesday**, **September 29** at 1**2:00 PM** local time. Bids will be received for a single prime Contract. Bids must be on a unit price basis as indicated in the Bid Form/Schedule.

Enclosed please find the following to prepare your bid

1) Bid proposal schedule
2) Project location map
3) Responsible Contractor Certificate

Work shall be in accordance with MnDOT Section 2557 “Fencing” (2018 Edition) and City Standards. Questions regarding this request can be directed to myself or Kreg Anderson, AXN Airport Manager at 320-762-2111.

Respectfully,

Brian Yavarow, P.E.
Public Works Director/City Engineer
City of Alexandria
704 Broadway Alexandria MN 56308
320.759.3607

CITY OF ALEXANDRIA
PUBLIC WORKS DEPARTMENT

BID SCHEDULE

Project Title: 2026 AXN Airport Perimeter Gate Improvements
Pub. Imp. No.:
Project Type: GATE OPENERS AND FENCING
Location: AXN Airport

SCHEDULE A -

GATE NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
1	Remove and replace existng gate operator with new Liftmaster INSL heavy duty (HD) gate operator OR approved Equal.Furnish and install new fully functional key pad access pedestal system for both ingress and egress.	LS	1	$12,200	$12,200
2	Remove existing gate with support posts. Furnish and install new 20' x 4' cantilever gate desing with new Liftmaster INSL heavy duty (HD) gate operatorOR approved Equal. Remote access	LS	1	$15,900	$15,900
2A	Furnish and provide owner with programed gate remote "clicker" transmitter	EA	10	$50	$500
3	Remove existing gate with support posts. Furnish and install new 25' x 4' cantilever gate design with new Liftmaster INSL heavy duty (HD) gate operator OR approved Equal. Furnish and install new fully functional key pad access pedestal system for both ingress and egress.	LS	1	$16,400	$16,400
4	Remove 170 LF of existing fence. Furnish and install 220' lineal feet x 5' high commercial grade chainlink fence with top rail, tesnion wire. Furnish and install new 30' x 4' cantilever gate design with stiffner support and new Liftmaster INSL heavy duty (HD) gate operatorOR approved Equal. Remote access.	LS	1	$19,500	$19,500
4A	Furnish and provide owner with programed gate remote "clicker" transmitter	EA	10	$50	$500
5	N/A	LS	0	$0	$0
6	Remove existing gate with support posts. Furnish and install new 25' x 5' cantilever gate desing with new Liftmaster INSL heavy duty (HD) gate operator OR approved Equal. Remote access and new fully functional key pad access pedestal system for both ingress and egress	LS	1	$17,000	$17,000
6A	Furnish and provide owner with programed 2 channel gate (6-7) remote "clicker" transmitter.	EA	40	$50	$2,000
7	Remove existing gate with support posts. Furnish and install new 25' x 5' cantilever gate desing with new Liftmaster INSL heavy duty (HD) gate operator OR approved Equal.. Remote access programed 6-7.	LS	1	$16,500	$16,500

TOTAL SCHEDULE A ~~$97,500~~ **$100,500.00**

Airport Development 406 Fund = $65,000
PW CIP 401 Fund = $35,500
$100,500



0 150 300
SCALE FEET

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

SIGNER'S NAME
LIC. NO. 48363 DATE MM/DD/YYYY

CITY OF ALEXANDRIA

DESIGNED	JM
DRAWN	JM
CHECKED	BPY

NO.	ISSUED FOR	DATE

CITY OF ALEXANDRIA, MN
AXN AIRPORT
GATE IMPROVEMENTS

SHEET 1.0

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PRIME CONTRACTOR BID FORM ATTACHMENT

PROJECT: 2026 AXN Airport Perimeter Gate Improvements

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the bid form submitted for this project. A bid form received without this form, may be rejected.

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION**. … any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project…	
Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA**. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:	
(1)	The Contractor: (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity: (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of $25,000 or more within the three-year period, provided that a failure to pay is “repeated” only if it involves two or more separate and distinct occurrences of underpayment during the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	*Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION**.

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor

or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE**.

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document, I certify that I am an owner or officer of the company, and I certify under oath that:

1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and

2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and

3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: Nicholas Molitor Signer ID: RXMUMZ0A11...	Printed Name: Nicholas Molitor
Title: President	Date: 09/28/2026
Company Name: FenceAll LLC	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

******END OF SECTION******

City Capital
Improvement Fund

Department	Frequency	Project	2026	2027	2028	2029	2030	2031	2032	2033	2034	UPP
General Government		City Hall Entrance Update	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Park Department		Knute Nelson Lighting Upgrade	$ 74,026	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Park Department		Knute Nelson Fence Upgrade	$ 28,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Police Department		Flooring Update	$ -	$ 35,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Hall		Flooring Update	$ -	$ 35,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Police Department		Cubicle Update	$ -	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Airport/PW		Fence Improvements - Airport Property	$ 35,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ 187,026	$ 120,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Current Cash Balance 8/31/2026	1,028,512	1,841,487	1,721,487	1,721,487	1,721,487	1,721,487	1,721,487	1,721,487	1,721,487	-
		Levy	-	-	-	-	-	-	-	-	-	-
		Other Funding Sources - GF Reserve	1,000,000	-	-	-	-	-	-	-	-	-
			2,028,512	1,841,487	1,721,487	1,721,487	1,721,487	1,721,487	1,721,487	1,721,487	1,721,487	-
		Balance	**1,841,487**	**1,721,487**	**1,721,487**	**1,721,487**	**1,721,487**	**1,721,487**	**1,721,487**	**1,721,487**	**1,721,487**	**-**

CITY OF ALEXANDRIA

City Council - Regular Meeting
704 Broadway
Alexandria, MN 56308

SCHEDULED
ACTION ITEM (ID # 10696)

Meeting: October 12, 2026
Department: City Engineer
Category: Agreement
Prepared by: Brian Yavarow
Department Head: Brian Yavarow, P.E.
DOC ID: 10696

Alexandria Regional Airport - Fuel System Credit Card Reader Upgrade

Background

The Airport's existing 100LL fuel system credit card reader continues to malfunction. Over the past two years it has a greater tendency to malfunction in the presence of fog or after a recent rainfall due to unknown reasons. The frequency of these malfunctions is at the point where the card reader will only accept a card 1-2 times out of 10 swipes. Complaints are increasing due to these malfunctions for early morning flights, weekends, evenings; hours beyond normal FBO business hours even though staff does their best to respond after hours. These card reader malfunctions are one of many ongoing fuel system issues and loss of revenue we continue to experience. Last year the fuel tank monitor failed inspection and was required to be replaced.

This credit card reader upgrade is a work scope component associated with the Fuel System replacement project planned to be replaced in State FY29 at a 70/30 State/Local rate. However, due to the recent announcement of the Runway 13-31 Runway reconstruction project's discretionary funding shortfall; it is evident this credit card machine will not make it to State FY29 as planned.

Airport Manager Kreg Andrerson contacted the State and applied for an Emergency Grant Request. He was successful in receiving a State offer at a 60/40 State/Local share. Although the final grant agreement is not available, I am requesting authorization to execute the agreement once received.

Important to note, this credit card reader equipment is compatible with a new fuel system going forward and will be removed and reinstalled when the new system is replaced.

Financial Impact

The estimated cost for this upgrade is $23,636. The State classifies this project as a revenue generating facility and is proposing a cost participating rate of 60/40 rather than the traditional 70/30 rate. The local share of $9,454.40 is proposed to Airport Development 406 Fund. Sufficient funds are available to proceed with the requested action.

Recommendation

Motion authorizing staff to execute the State grant agreement and accepting Westmor's quote in the amount of $23,636.00 contingent on execution of the

state funding agreement.

ATTACHMENTS

- 406 - Airport Development CIP.pdf
- Final Proposal Letter - Alexandria MN (Alexandria Aviation) QT Pod M4000 Install (9-24-26).pdf

406 Airport Development Fund

Project	Funding Source/Notes	2026	2027	2028	2029	2030	2031	2032	2033	UPP
Airport Security Gates	Airport Development Fund	65,000	-	-	-	-	-	-	-	-
Pavement Joint and Crack Repair	Airport Development Fund	-	-	-	50,000	-	-	-	-	-
Bellanca Lane Reconstruction	Airport Development Fund	-	72,426	-	-	-	-	-	-	-
Fuel System Upgrades	Possible Bonding - 20 years	-	-		-	-	-	-	-	-
Fuel System Upgrades - Card Reader	State Grant/Airport Development Fund	15,000	-	-	-	-	-	-	-	-
GPS Approaches Runway 4/13	Airport Development Fund	-	-	-	-	-	-	-	-	-
ILS Replacement	Possible Bonding - 20 years	38,490		-	-	-	-	-	-	-
Re-Clad and Insulate H-1 and SRE	Airport Development Fund	-	-	-	-	75,000	-	-	-	-
Re-Clad Bellanca Building	Airport Development Fund	-	-	-	-	45,000	-	-	-	-
Re-Clad Two 6-unit T-Hangers*	Airport Development Fund	-	-	-	-	45,000	-	-	-	-
Runway 04-22 Crack Filling	Airport Development Fund	-	-	-	-	-	-	-	20,000	-
Runway 13-31 Reconstruction	Possible Bonding - 20 years	-	-	120,000	120,000	120,000	120,000	120,000	120,000	1,680,000
Taxiway A Edge Lighting	Airport Development Fund	-	-	-	46,184	-	-	-	-	-
Terminal Area Study	Airport Development Fund	-	-	-	-	-	-	-	-	-
2013 Chevy 3500	Airport Development Fund	-	-	-	-	-	-	-	70,000	-
2026 MB Plow		125,000	-	-	-	-	-	-	-	-
1995 sweeper rebuild		-	-	-	-	-	-	-	-	-
CAT loader with snow pusher	Trans from PW	34,000	-	-	-	-	-	-	-	-
Loader attachment blower		-	180,000	-	-	-	-	-	-	-
2003 John Deere 6420	Airport Development Fund	-	-	-	200,000	-	-	-	-	-
1995 Oshkosh Plow	SRE Grant	10,000	16,809	-	-	-	-	-	-	-
1984 Oshkosk Blower	Financing	-	-	-	-	-	-	-	-	600,000
1995 Oshkosh Sweeper	Financing	-	-	-	-	-	-	-	-	650,000
2016 John Deere ZTR Mower	Airport Development Fund	-	-	12,000	-	-	-	-	-	-
2013 Ford Interceptor	Airport Development Fund	-	-	-	-	42,000	-	-	-	-
Apron Recon	Airport Development Fund	-	-	12,500	-	257,509	-	-	-	-
T-Hanger Loan	Airport Development Fund	35,256	35,256	35,256	35,256	35,256	35,256	35,256	35,256	35,256
Scissor Lift with Trailer	Airport Development Fund	15,500	-	-	-	-	-	-	-	-
		338,246	304,491	179,756	451,440	619,765	155,256	155,256	245,256	2,965,256
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Ag Land Lease		20,456	20,456	20,456	20,456	20,456	20,456	20,456	20,456	20,456
Leases		86,000	86,000	86,000	86,000	86,000	86,000	86,000	86,000	86,000
Levy		45,000	55,000	65,000	75,000	85,000	95,000	105,000	115,000	125,000
Bellanca Revenue		95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000
Bellanca Expense		(65,000)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)
Grant Reimbursements (ATS, 13-31)		90,710	66,000							
		855,573	878,783	879,748	1,015,448	889,464	605,155	795,355	995,555	1,005,555
Balance		**517,327**	**574,292**	**699,992**	**564,008**	**269,699**	**449,899**	**640,099**	**750,299**	**(1,959,701)**

3 Development Drive
PO Box 683
Morris, MN 56267
800-992-8981
320-589-2100
Fax 320-589-2206

September 24, 2026

Kreg Anderson
Alexandria Aviation
2604 Aga Dr
Alexandria, MN 56308

Phone Number: 320-762-2111
Email: alexandriaaviation@gmail.com

Re: Card Reader Replacement

Kreg,

Thank you for allowing Westmor Industries to provide you with a proposal for a QT Pod Model M4000 at your airport near Alexandria, MN.

Westmor will remove your existing FuelMaster system and place it off to the side, and then supply and install a new QT Pod Model M4000 Self-Serve Fueling Terminal (1 hose control, wired ethernet capability).

We have not included any electrical in this proposal.

The following is an itemization of the equipment and services that Westmor is proposing to furnish:

1 - Qt Pod M4000 Self-Serve Fueling Terminal
Labor, Mileage, Freight

TOTAL WESTMOR PROPOSAL
$23,636.00
TAXES INCLUDED

Westmor Industries will apply for any Fire Marshall permits. The customer is responsible for obtaining all necessary local permits.

Westmor Industries is covered by Comprehensive General Liability Insurance.

If the State Fire Marshall, local authorities, or State or Federal Pollution Control authorities impose any additional requirements there will be additional charges.

It is the customer’s responsibility for all electrical for this proposal.

There will be a 30% restocking charge if parts have been ordered and the job is canceled.

Warranties will apply according to manufacturer's specifications.

Please note that this contract must be signed and the deposit paid before any equipment is manufactured or ordered. We will be able to schedule your project after these conditions have been met.

***Third-Party Price Increases:**

While Westmor is doing all we can to maintain quoted prices, in the current environment Westmor has been experiencing vendor price increases without prior notice as well as unexpected increases in freight costs. Again, Westmor is doing all we can to mitigate the effects of these third-party price changes on our customers, but in some instances these effects are beyond Westmor's control.

For these reasons, and only in cases of documented third-party vendor price increases (including surcharges, adjustments, recovery charges, freight charges, and shipping and handling fees), Westmor reserves the right: (a) prior to acceptance of this proposal, to increase the quoted price by the amount of the third-party vendor price increase by written notice to the customer; and (b) after acceptance of this or any subsequent or modified proposal, to pass along any third-party vendor price increase in the invoiced amount to the customer.

In both cases (a) and (b) above, documentation of the third-party vendor price increase will be provided either with the new quote or invoice, or upon written request from the customer.

***Other than as provided above under "Third-Party Price Increases", this proposal is valid for 15 days from the date of this proposal.**

We thank you for the opportunity to submit this proposal and are looking forward to working with you on this project. If you have any questions, please contact me at 1-800-992-8981 Ext. 7454.

Attached hereto and hereby incorporated into this proposal are the Westmor Industries Terms and Conditions. By agreeing to this proposal, you hereby acknowledge that you have received a copy of and agree to be bound by such Terms and Conditions

Payment Terms: 30% down (based on total contract price), due upon acceptance of proposal. Parts and equipment will not be ordered until down payment received, and any price increase in parts and equipment occurring prior to receipt of the down payment will be added to the contract price. Progress invoices will be sent on as parts and equipment are received on job site and/or Westmor inventory, with progress payments being due on such payment terms (net 30 or net 10) identified on the progress invoice. Balance due upon completion of project.

Buyer
Signature _____

Please Print Name _____

Date _____

Respectfully Submitted



BY_____
Jesse Schmidgall

WESTMOR INDUSTRIES, LLC TERMS AND CONDITIONS

1. OFFER AND ACCEPTANCE. Westmor Industries, LLC's ("Seller") acceptance of Buyer's order to purchase products (the term products includes any services being provided by Seller) described in the proposal to which these Terms and Conditions are made a part of ("Proposal") is expressly made conditional on assent to these Terms and Conditions, which constitute a binding "Contract" between the parties. This Contract constitutes the complete and final agreement between Seller and Buyer for the products. Any additional or different terms or conditions contained in any document furnished by Buyer, including but not limited to, any purchase order or any acknowledgment, are deemed to be material and are hereby objected to and rejected by Seller. If such agreement shall be deemed an offer or counter-offer by Buyer, Seller expressly rejects such offer or counter-offer and limits acceptance to these Contract terms and expressly objects to any different or additional terms proposed by Buyer. Any actual performance by Buyer or Seller thereafter shall be deemed a renewal of the offer contained in this Contract and acceptance of this Contract without change. In the event of a conflict between the terms of this Contract and the terms of any other document, the terms of this Contract shall control. The offer to sell Seller's products is valid for thirty (30) days from the date of the Proposal.

2. PAYMENT TERMS. All prices specified in this Contract are FOB Seller's designated location for delivery. All risk of damage to or loss of the products from any cause whatsoever shall pass to Buyer upon delivery, even if Seller arranges for shipment of the product. Unless otherwise expressly provided in the Proposal, payment shall be made within thirty (30) days from the earlier of the date of delivery or the date of an invoice, without discount. Any discount which may be expressly provided in the Proposal applies to the sale price of the products at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation. All payments shall be made in United States dollars. Interest will be charged at the rate of eighteen percent (18%) per annum, or the maximum interest rate allowable by applicable law, whichever is lower, on all unpaid invoices. Buyer shall reimburse Seller for any and all costs in collecting amounts due Seller from Buyer, including, without limitation, attorneys' fees, whether or not suit is filed. Buyer shall pay all taxes and charges of any nature imposed by any federal, state, or local governmental authority by reason of the sale, use or delivery of the products whether levied or assessed against Seller, Buyer, or the products. Such applicable taxes or charges, if not included in this Contract, shall be invoiced separately. If Buyer is in any default (material or otherwise) or, in Seller's opinion, doubt exists as to Buyer's financial condition, Seller may, at any time and without prejudice to any other rights or remedies, suspend or terminate performance of any order, decline to ship, stop any product in transit, or require full or partial payment by Seller in advance.

3. DELIVERY; TITLE. Any delivery or promise date indicated on the Proposal is an estimate of the date Seller believes the products will be available for delivery, provided, however, Seller shall not be responsible for any delays in delivery. Title to the products will not pass to Buyer until all required payments have been made to Seller.

4. WARRANTY.

a. Limited Warranty; Exclusion of Third Party Components. Subject to the terms, conditions and limitations contained herein, Seller warrants only to the original Buyer that Seller's new products will not materially fail to operate in accordance with their specifications due to defects in material or workmanship during the period which ends one (1) year from the date of delivery, normal wear and tear excluded. The foregoing period is sometimes referred to as "original warranty period." The foregoing limited warranty does not apply to any part, portion or component of any product which is manufactured by a third-party ("Third-Party Component").

b. DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. THE LIMITED WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO OTHER EXPRESS WARRANTY OF ANY KIND OR NATURE AS TO THE PRODUCTS OR THEIR PERFORMANCE EXCEPT FOR THOSE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE FOREGOING PARAGRAPH AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY THAT THE PRODUCTS COMPLY WITH ANY LAW, RULE OR REGULATION. SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY COMPONENT AND SELLER SPECIFICALLY SELLS SUCH THIRD-PARTY COMPONENTS "AS IS" WITHOUT ANY WARRANTY. FURTHER, SELLER MAKES NO IMPLIED WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO ITS PRODUCTS OR ANY THIRD-PARTY COMPONENT AND SPECIFICALLY DISCLAIMERS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION. IN ADDITION, SELLER EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT ALLOWED BY LAW, RULE OR REGULATION ANY WARRANTY PROVIDED UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION.

c. Terms and Conditions of Warranty; Voiding of Warranty; Notice Requirements. The limited warranties set forth above shall be null and void if (a) any alterations or modifications are made to a product, (b) a product is not maintained in strict compliance with the maintenance requirements set forth in the maintenance manual for such product or otherwise provided to Buyer, (c) any repairs are made to a product which are not authorized by Seller in writing, (d) any failure of a product to comply with the above limited warranty is not reported to Seller in writing within thirty (30) days of the date such failure first occurs, (e) a product is operated after the failure of any warranty first occurs, (f) a product is used for any purpose other than for the purpose for which it was manufactured, (g) a product is not operated in strict compliance with the terms and conditions set forth in any operating manual for the product (including but not limited to exceeding the load bearing capacity of the product), (h) a product is abused or damaged, (i) Buyer fails to deliver the product to Seller for inspection and testing if requested by Seller or Buyer disposes of the product or any part or component on or before the sixtieth (60th) day after sending a written claim under the warranty to Seller, or (j) such failure of the limited warranty results from a failure of any Third-Party Component.

d. Course of Dealing; Course of Performance; Usage of Trade. No course of dealing or course of performance of Seller with respect to the products sold under this Contract and no usage of trade shall be considered in interpreting this Contract or any part thereof and none of the foregoing shall be considered a waiver or modification of any such terms, conditions, disclaimers or limitation of the limited warranties or disclaimers contained in this Contract. No statement, whether written or oral, made by any employee, sales person, distributor, agent or contractor of Seller which is not set forth in this Contract shall be considered a covenant, representation or warranty with respect to any product, its specifications or its performance and all such statements are hereby disclaimed.

e. Exclusive Remedies for Breach of Warranty. The sole and exclusive remedy for any failure of any product to comply with the limited warranty set forth above or any other warranty imposed upon Seller by law, if any, shall, at the election of Seller, in its sole discretion, be either (a) the repair or replacement of the product which failed to comply with such warranty or (b) the refund of the purchase price of the product. Buyer is responsible for all labor costs in connection with the repair or replacement of any equipment. Except as provided below, any repair or replacement shall carry the same warranty as the original product but only for the remainder of the original warranty period. Buyer's exclusive remedy with respect to any claim arising out of or as a result of Third-Party Component shall be against the third-party manufacturer.

f. Warranty Claims; Notice Requirement; Limited Time to Bring Claims. Any and all claims under the above limited warranty shall be made to Seller only in writing and not later than thirty (30) days after the date the product first fails to comply with the above limited warranty but in no event later than the expiration of the original warranty period with respect to which the claim is being made. Any claim under the above limited warranty made after such period for making a claim shall be null and void. After receiving written notice of the warranty claim and Seller's confirmation that the claimed issue falls under this limited warranty, Seller shall determine whether to (a) repair or replace the product or part or (b) refund the purchase price of the product. Seller may require Buyer to return any product or part thereof which Buyer claims to be defective to Seller at Buyer's cost for inspection as a condition to any claim under the above limited warranty. No product or part may be returned to Seller without Seller's prior written authorization. If a product which is returned is determined by Seller in its sole discretion not to have failed to comply with the limited warranty, Buyer shall pay costs of removal, repair and/or replacement for such product. If a product which is returned is determined by Seller in its sole discretion to have failed to comply with the limited warranty, Seller shall pay for all repair and/or replacement costs for such product (or refund the purchase price if so elected by Seller) and Seller shall reimburse Buyer for the reasonable costs of shipping the defective product or part to Seller.

g. Limitation on Liability for Breach of Warranty and Other Claims. If the warranty and the remedy for any failure of any product to comply with any warranty are deemed for any reason to fail their intended purpose, Seller's liability for any failure of any product to comply with any such warranty, together with any and all other liability, if any, arising out of or in connection with such product, including, but not limited to, all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of the product, shall not exceed the purchase price for such product. In no event shall Seller be responsible or liable to Buyer or any third party under any circumstances for (i) any indirect, consequential, special, punitive or exemplary damages or losses, (ii) any and all damages for loss of profits, (iii) loss of goodwill or (iv) loss of use of the product or any other equipment or other intangible losses which may be incurred in connection with the product, in each case regardless of the type of claim or the nature of the cause of action, even if Seller has been advised of the possibility of such damage or loss. Any and all claims that Buyer has against Seller, whether or not Buyer is aware of such claims, must be brought by Buyer within thirty (30) days after the date that such claim first arose, but in any event within the applicable warranty period set forth above. Any claim not brought by Buyer within the applicable thirty (30) day period shall be deemed null and void.

5. INDEMNIFICATION. Buyer will indemnify and hold harmless Seller, its affiliates and their respective officers, directors, employees, agents and other representatives and will, at Seller's option, defend any action brought against the same with respect to any claims, judgments, actions, suits, demands, damages, liabilities, costs or expenses (including, but not limited to, attorneys' fees and legal expenses) associated with or arising from the ownership, use or operation of the products by Buyer or any third party, including, without limitation, direct claims and third party claims.

6. TERMINATION OF PERFORMANCE. Buyer may cancel its purchase only with the written consent of Seller and upon terms that will indemnify and compensate Seller from any loss, damage and expense arising from such cancellation. Seller may terminate this Contract pursuant to Section 2 and/or 9 hereof, and in such event, Seller shall have no further liability to produce or ship any products hereunder and shall have no liability for damages to Buyer or any third party

7. ADVICE. No obligation or liability shall arise out of Seller's rendering of technical or other advice in connection with Buyer's order or the recommendation of or use of products. Any such advice furnished, or recommendations made by Seller or any employee or representative of Seller, concerning any use, application or installation of any products or parts furnished under this Contract is believed to be reliable, but Seller makes no covenant, representation or warranty, express or implied, related thereto. Buyer assumes all responsibility and risk for loss or damage resulting from the recommendation, handling, installation or use of any products or parts in accordance with such advice or recommendation. The selection of the products ordered, or design of any custom products, shall be Buyer's sole and ultimate responsibility, and Seller shall have no liability whatsoever for any design defects of custom products, or if the products ordered are unsuitable for Buyer's intended use. Any advice or assistance provided by Seller to Buyer in connection with Buyer's selection or design of the products is at Buyer's sole risk, and Seller makes no covenant, representation or warranty whatsoever in connection with such advice or assistance. Without limiting the foregoing, even if Seller recommends, sells or installs a product for Buyer, Seller is not responsible for ensuring (i) the security of any hardware, software, network or other device or (ii) that Buyer's systems are or will be in compliance with any PCI (or similar body) standards or protocols.

8. GOVERNING LAW. This Contract shall be construed, interpreted, and governed by the laws of Minnesota without regard to its conflict of laws principles. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in Minneapolis, Minnesota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein. If Seller must resort to legal action or remedies, Buyer shall reimburse Seller for all of Seller's legal fees and expenses, whether or not suit is filed by Seller.

9. FORCE MAJEURE. Seller does not assume the risk of and shall not be liable for failure to perform any obligation caused by civil insurrection, war, riot quarantine, terrorism, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omissions of Buyer, acts or omissions of any government body or entity, floods, epidemics, freight embargoes, shortages of labor, fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, accidents to machinery, delays in transportation or any other cause beyond the reasonable commercial control of Seller. Upon the occurrence of any such event, Seller may terminate this Contract without liability.

10. NOTICES. Any notices, consents or other communications required or permitted under this Contract must be in writing and delivered personally, overnight air courier, registered or certified mail or facsimile. Unless otherwise stated in this Contract, notices, consents or other communication will be deemed received (a) on the date delivered, if delivered personally or by facsimile transmission; (b) on the next business day if sent via overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.

11. Confidential Information. All specifications, drawings, designs, data, information, ideas, methods, patents, technical matters, samples and inventions made, conceived, developed or acquired by Seller, whether or not incident to this Contract (collectively "Confidential Information") is and shall be the exclusive property of Seller and any disclosure to Buyer is only to assist Buyer with the use of the product, and such disclosure is made on a confidential basis and in no way shall impair the confidential nature thereof. Buyer shall not at any time disclose, or cause or permit any employee, agent or affiliated, controlled or controlling entity of Buyer to disclose, to any person or entity, or use for its own or their benefit, or reproduce, the Confidential Information. Upon cancellation or termination of the Contract the Buyer shall promptly return to Seller all Confidential Information.

12. MISCELLANEOUS. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The Section headings herein are for the convenience of the parties only and in no way alter, limit or restrict the obligations of the parties. There shall be no third-party beneficiaries to this Contract. Seller shall have the right to deduct from any sums it owes Buyer, any sums or the value of any obligation owed by Buyer to Seller. The terms set forth herein constitute the sole terms and conditions of the Contract. To the extent this Contract conflicts with the terms or conditions of any written agreement between the parties, the agreement most favorable to Seller shall control. No other warranty, term, condition or understanding, whether oral or written shall be binding upon Seller, unless hereafter expressed in writing, approved and signed by an officer of Seller. Buyer shall not assign its rights or obligations under this Contract without the prior written consent of Seller, which consent may be withheld for any reason in the sole discretion of Seller. Any attempt at such assignment by Buyer without the prior written consent of Seller shall be deemed null and void. This Contract will be binding upon the parties hereto and their successors and permitted assigns. The provisions of Sections 2 through 5 and 7 through 12 shall survive the termination and performance of this Contract.

CITY OF ALEXANDRIA

City Council - Regular Meeting
704 Broadway
Alexandria, MN 56308

SCHEDULED
ACTION ITEM (ID # 10706)

Meeting: October 12, 2026
Department: Municipal Liquor Stores
Category: Agreement
Prepared by: Marty Schultz
Department Head: Andy Mellgren
DOC ID: 10706

Authorization for Market Study for Municipal Liquor Stores

Background

The Liquor Commission has had ongoing discussions regarding our two liquor stores and the current market conditions. In the past 18-24 months sales have declined and costs are up. Sales and revenues at the Downtown location have been lower than anticipated.

These market conditions are not unique to Alexandria. Liquor operations across Minnesota and nationally have experienced similar challenges.

As a result, the Liquor Commission has begun strategic planning discussions regarding the future of the Downtown liquor store and the overall liquor operations. The goal is to identify challenges and opportunities within the current store locations, evaluate our unique competitive local market and determine how the City can best position our municipal liquor stores for future revenues and long-term sustainability.

To help with this process, we have reached out to several consulting companies asking for a market analysis. The purpose of the analysis would be to provide objective market information and help to make a more informed decision regarding the options available in our competitive local market.

Some examples of the options that could be evaluated include:

- Remodel the Downtown Liquor Store while maintaining the Plaza Liquor Store as it is.
- Remodel the Plaza Liquor Store, while maintaining the Downtown Liquor Store as it is.
- Construct one store and sell existing Downtown and Plaza locations.
- Other alternatives identified through the market analysis.

Market Analysis Proposals

We received the following preliminary estimates from these consulting firms:

- Shenehon Company: estimated minimum of $25,000 - $30,000
- Maxfield Research & Consulting and Consulting: $10,000
- LOCi Consulting: $9,500

Both Maxfield and LOCi have extensive experience working with municipal liquor

operations. LOCi has also worked with communities similar in size to Alexandria, including Buffalo, MN.

Financial Impact
The cost of the study will be split 50/50 between the Downtown Liquor Fund and the Plaza Liquor Fund. Both funds have a sufficient balance to cover the cost of the study.

Recommendation
Motion authorizing the City Administrator to execute an agreement with LOCi Consulting in the amount of $9,500 to perform a Market Study for Municipal Liquor Stores

Agenda
Alexandria Airport Commission Meeting
Thursday, October 8, 2026
12:00 PM
Regular Meeting

Call Meeting to Order

REGULAR MEETING

Approval of August & September Minutes

Management & Commission Member Communications

Tenant Petitions, Requests, Concerns

Reports

- Grounds and Runway Reports
- Equipment Reports
    - Sweeper
- Hangar Report

Unfinished Business

- T-Hangar Inspection Status
- Security Plan
- November Date Change

New Business

- City CIP Presentation w/ Finance Director

Engineering Update

- Runway Project
- Terminal Area Study
- ILS Replacement
- Bellanca Lane
- SRE Acquisition
- T-6 Pavement

September Minutes

The September Airport Commission meeting was held on Thursday, September 10th at 12pm in the airport conference room. Airport Manager Kreg Anderson and Commissioners Randy Goeke and Carl Kvale were present, along with Kevin Cunningham, Al Roebke, Brian Yavarow, Jim Conn, Dillon Petrowitz, Randy Reemts.

Approval of Minutes

August minutes were not approved due to a lack of quorum.

Management & Commission Member Communications – Kreg shared that hangar tenant Kim Srock passed away a few weeks prior.

Tenant Petitions, Requests, Communications

Randy Goeke asked if geese had been an issue so far this season. Kreg said they were around one day last weekend, otherwise they have not been present. Kreg added that Corey, the Community Service Officer, has came out previous years to shoot and scare off geese.

Jim Conn informed the Commission that the 100LL credit card machine hasn't been working for him and has caused issues on his early morning flights before staff arrived. Kreg said he is aware of the issue and estimates that it only works 20% of the times you swipe a card. Kreg is going to see if there is any funding available from MNDOT since the machine likely won't last to the fuel system CIP project.

Reports

Grounds report – Nothing notable

Equipment – Sweeper – Allstate looked at Sweeper and per Brian they pulled oil and pipes that showed signs of damage that traces back to the air filtration system. Randy Goeke said it sounds like the engines are what are considered 'dusted' and he expected about $30,000/piece to rebuild.

Hangar list is at 26 names with 12 serious. Kreg shared some preliminary results of the t-hangar compliance audit, stating that he is waiting for about 12 more tenants to provide their inspection entries. Kreg is to provide a more comprehensive report in November or December.

Unfinished Business

T-Hangar Inspections – Staff is starting backwards at hangar #54, checking cables and greasing components.

Security Plan – Brian plans to release the bid package this Friday or early next week for bidders

New Business

Air Show Recap – About 2,000 attendees, overall it went smooth even moving to the rain date. One performer managed to hit a pole guarding the fire hydrant on the primary ramp with a loaned vehicle.

Date Change – Kreg changed the date of the November commission meeting to Thursday, November 5, 2026.

Engineering Update –

Runway Project – Kreg, Brian, and Jeff met with FAA and State officials last week. The FAA officials informed us that the Discretionary dollars received by the Mpls ADO office did not nearly cover the amount of projects the ADO anticipated, including ours. This is due to other airports maximizing their AIP dollars, which depletes the Discretionary funds. Kreg added that the ADO's hands were tied here and they simply were given a

smaller pool of money. However, it continues to provide frustration as the FAA has continually pushed this project back with the promise of FY26 funds. Moving forward, there is a small chance it could be funded via an FAA Reauthorization bill in late 2025/early 2026. If not, it would be a FY27 Discretionary grant. A question was asked if we have to complete all our prep work again. Dillon P. from TKDA said that the planning phase can be shelved but we will likely have to re-apply.

Terminal Area Study – TKDA is finishing property maps, title opinions, activity forecast. TKDA asked Kreg for the hangar waiting list as it relates to the activity forecast.

ILS Replacement – No update

Bellanca Lane – Waiting for the State companion grant to be completed, then project should begin later in September. It's expected to take 3 weeks. All affected tenants have been notified.

SRE Acquisition – Looking at a 3rd axle modification on the plow, Brian is confirming a 90 day quote acceptance from MB.

T-6 Pavement – TKDA will be submitting a pre-application for repaving the T-6 pavement and crack sealing for the south hangar complex and main ramp

ALP UTILITIES

1015 34th Ave E
P.O. Box 609
Alexandria, MN 56308
Phone: (320) 763-6501
Toll Free: 1 (800) 267-8955

ALP UTILITIES, ALEXANDRIA MINNESOTA

Meeting Minutes, July 20, 2026

The regular meeting of the Board of Public Utilities was called to order by Rich Rentz on July 20, 2026, at 3:29pm at ALP Utilities.

Members Present: Rich Rentz, Jason Bachman and Matt Fischer and Bobbie Osterberg via Zoom

Members Absent: Bill Finley

Also Present: Lisa King, Jeannie Eden and Tim Miller, MRES

AGENDA

Motion to approve agenda by Bobbie Osterberg seconded by Jason Bachman

Vote in favor: Rich Rentz, Jason Bachman, Matt Fischer and Bobbie Osterberg

Against: None

The motion carried

PUBLIC COMMENTS

CONSENT AGENDA

1. June Meeting Minutes
2. Checks Issued & Credit Card Expenses
3. June Bills to be Paid
4. June Expense Accounts
5. June Accounts Sent to Collections

ALP UTILITIES

1015 34th Ave E
P.O. Box 609
Alexandria, MN 56308
Phone: (320) 763-6501
Toll Free: 1 (800) 267-8955

Motion to approve the Consent Agenda by Jason Bachman seconded by Matt Fischer

Vote in favor: Rich Rentz, Jason Bachman, Matt Fischer and Bobbie Osterberg

Against: None

The motion carried

FINANCIAL REPORTS | Lisa King

1. Water Rate Study | Tim Miller, MRES
2. 2026A Bond Issuance
3. Motion to approve the Q2 Financial reports by Jason Bachman seconded by Bobbie Osterberg

   Vote in favor: Rich Rentz, Jason Bachman, Matt Fischer and Bobbie Osterberg

   Against: None

The motion carried

GENERAL MANAGER'S REPORT | Ted Cash

1. MRES Update
2. Motion to Award the bid for 115kv breakers for new substation by Jason Bachman seconded by Matt Fischer

   Vote in favor: Rich Rentz, Jason Bachman, Matt Fischer and Bobbie Osterberg

   Against: None

The motion carried

3. Reserve Capacity Generation
4. IT Policies

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ROUNDTABLE DISCUSSION

OLD AND OTHER BUSINESS

ADJOURNMENT: Rich Rentz adjourned the meeting at 5:05pm

UPCOMING MEETINGS

- August MRES Board Meeting – 13th
- /// NO August ALP Board Meeting ///
- MMUA Summer Conference - August 17th-19th - St. Cloud
- September MRES Board Meeting – 10th
- September ALP Board Meeting – Monday, 21st
- October MRES Board Meeting – 8th
- October ALP Board Meeting – Monday, 19th
- November MRES Board Meeting – 5th
- November ALP Board Meeting – Monday, 16th
- December MRES Board Meeting – 3th
- December ALP Board Meeting – Monday, 21st

Call to Adjourn: Adjourned

_____ _____

Rich Rentz, Board Chair Ted Cash, Secretary

ALEXANDRIA HIGHWAY COMMITTEE MEETING

MINUTES • SEPTEMBER 24, 2026

CITY HALL CONFERENCE ROOM 11:00 AM

1. 11:00 AM - Call to Order

The meeting was called to order by City of Alexandria Public Works Director Brian Yavarow.

Attendee Name	Title	Status
Brian Yavarow	City of Alexandria	Present
Jacob Hoffmann	Douglas County	Not Present
Tim Erickson	Douglas County	Present
Mike Weber	City of Alexandria	Present
Blaine Green	Widseth	Present
Marty Schultz	City of Alexandria	Not Present
Scott Kent	City of Alexandria	Present
Bill Thoennes	City of Alexandria	Not Present
Dane Bosl	City of Alexandria	Not Present

2. New Business

1. Brian Yavarow introduced a concern brought up by an Alexandria resident about the intersection Nokomis St and 18th Ave E. The concern is that visibility is limited and speeds are too high. A four-way stop and a roundabout were both discussed, as was the increase of traffic expected in the area once 18th Ave E is pushed through. A study of crash data was agreed upon and APD will put out the speed trailer in the area to get more data, then the Committee will return to the issue.

3. Old Business

1. Mike Weber reviewed what he found in his study of the Pioneer Rd SE and 43rd Ave E intersection and crosswalk. He said that crash data was insignificant and that the speed trailer had not been put out yet. He did a visual study of pedestrians before and after school on several occasions and found that there is, indeed, an issue with pedestrians crossing the street there and traffic failing to stop for them. A pedestrian refuge island and moving the crosswalk were both discussed as potential remedies. The Committee agreed to wait for further discussion until results were in from the speed trailer.

2. Regarding the 2nd Ave E and Broadway crosswalk, Mr. Yavarow has an email in to Councilperson Thalman to find out his thoughts on what the Committee discussed last time.

3. Regarding the traffic calming island request at 7th Ave E and Quincy St, Mr. Yavarow explained that data collection has been done but has not been reviewed at this time.

4. Mr. Yavarow discussed the upcoming 2027 closures on McKay Ave for the two roundabouts being installed that year. Tim Erickson said the County will use Nokomis St for a detour during that time. Mr. Erickson also added that the Geneva Bridge project is expected to be completed prior to Memorial Day 2027.

5. Mr. Yavarow had nothing new to report on the issue of visibility at the intersection of Cedar St and 8th Ave W.

6. For the 2028 TH 29/Broadway Reconstruction project, a request has been made to extend out the curbline at 9th Ave E. Property access modifications may be made: there is an old access behind Pizza Ranch that is to be removed, but in the interim could potentially be used to reach The Coffee Pot.

4. Adjournment

There being no further business, the meeting was adjourned at 12:03 PM.

Bobbi Smith, Office Support Specialist

Attest: _____
Brian Yavarow, Public Works Dir