

**NOTICE OF ALBANY
CITY COUNCIL MEETING**

There will be a regular meeting of the city council in and for the city of Albany, Stearns County, Minnesota at 6:30 o'clock in the evening on Wednesday, March 6, 2024, in the council room at 400 Railroad Avenue for the said City.

AGENDA

1. Convene meeting.
2. Pledge of Allegiance
3. Audit Bills
4. Act on the regular council meeting minutes held on February 21st.
5. Open Forum/Public comment (3 to 5 minutes max.)
6. Ryan Capelle, Project Engineer, Stantec
 - Water Treatment Plant sand filter rehabilitation update and quotes
7. Jeremy Mathiasen, City Engineer – present the following:
 - Project updates
8. Reports of Boards and Department Heads
 - Police Chief Ozzie Carbajal
 - Therapy Dog Agreement between the City of Albany and Patrol Officer JoAnna Bigler
 - Joseph Mergen, Public Works Supervisor
 - Gary Winkels, Clerk/Adm. -present the following:
 - Albany Golf Club
 - Change Order#11 Deduction of \$1,575.00
9. Mayor Tom Kasner - announce the next regular council meeting date (March 20th) and adjourn.

Gary Winkels
Administrator/Clerk

Pursuant to due call and notice thereof a regular meeting of the Council in and for the City of Albany, Stearns County, Minnesota, was called to order by Mayor Tom Kasner at 6:30 o'clock in the evening on Wednesday, February 21, 2024, in the Council Room at 400 Railroad Avenue for the said City.

Other Council members present were councilors John R Harlander, Keith Heitzman, Al Amdahl, and Adam Rushmeyer. Other's present were Police Chief Ozzie Carbajal, Kurt Beuning, Public Works Laborer, Jeremy Mathiasen, City Engineer with, Stantec, Inc., Tim Hennagir, Staff Writer, the Star Post, Gary Winkels, City Administrator, Ryan Capelle, Project Engineer with Stantec Inc, Derrick Bjork, Patrol Officer, Albany Police Department, Kody Beckers, Patrol Officer, Albany Police Department, and Rolland Hanson, resident.

The council recited the Pledge of Allegiance.

The council took notice of approval of payment of bills. Mayor Kasner informed the council on February 7, 2024, check number 4105 was deleted, and replaced with check number 4109 due to a printing issue. After due discussion, a motion was made by John R. Harlander, and seconded by Keith Heitzman to approve/authorize payroll (4110-4127), electronic payments, transfers, and the payment of the following bills: Check Numbers 73307-73336. All voted for the motion, and it carried.

Mayor Tom Kasner called for any corrections or additions to the minutes of the regular meeting of the council held on February 7th and hearing no corrections or additions, declared them approved.

Open forum/public comments: none.

Mr. Capelle and Mr. Beuning appeared before the council to discuss evaluation of the water treatment plant filters. Mr. Capelle informed the council the public works department drained the four filter cells and found cells 1 and 2 to have depressions in the media and need immediate attention. Cells 3 and 4 appear to be salvable at this time but suspects they will eventually fail. Mr. Capelle noted he knows of another city that had a similar issue which ended up being a problem with the laser shield underdrain system under the filter media. Mr. Capelle noted the water treatment plant was built in 2006 and the city took over operations in 2007. Mr. Capelle noted the city will not know the full extent of the problem until the media and laser shields are removed from each filter cell. Mr. Capelle noted the plant is currently running on cells 3 and 4. Mr. Beuning informed the council public works received the following two quotes to remove the media from cells 1 and 2. American Industrial Services Inc. \$2,800.00, and Austin Incorporated \$3,600.00, both local companies. After due discussion, a motion was made by John R. Harlander and seconded by Keith Heitzman to approve the quote from American Industrial Services Inc. to "vac" out the media in filter cells 1 and 2. All voted for the motion, and it carried.

Mr. Capelle also stated because of the problems with the laser shield system, he would recommend replacing it with a gravel underdrain and media top. Mr. Capelle noted with summer coming he advised addressing the issue immediately, and that fixing this issue will be a costly fix. After due discussion, a motion was made by Mayor Tom Kasner and seconded by Al Amdahl to authorize Mr. Capelle to get quotes on repairing all four filter cells. All voted for the motion, and it carried. Mayor Tom Kasner, with the consensus of the council, directed Mr. Winkels to contact

the city attorney to determine if the city may proceed to hire a contractor to expedite the repairs to avoid a lengthy bidding procedure.

Mr. Mathiasen appeared before the council to inform the council the contracts for the 2024 Roadway Surface Improvement project are being prepared for the low bidder, Knife River's review, and execution.

Mr. Mathiasen updated the council on the 2025 Railroad Avenue / CR 157 Improvement project. Mr. Mathiasen stated his company is currently working on the construction drawings for the City's portion of the project (sanitary sewer and water main improvements on the east end of the project) and will have additional information to present at a future meeting.

Mr. Mathiasen noted he will be working with city staff to complete the MN Department of Health Lead Service Line Inventory which said report is due in late summer of 2024.

Police Chief Ozzie Carbajal updated the council on the process of a therapy dog in the police department. Chief Carbajal noted the city attorney is currently working on drafting an agreement between the City and Patrol Officer Joanna Bigler, the dog's owner.

Councilor Adam Rushmeyer, Albany Golf Club Liaison, presented to the council the Albany Golf Club's checkbook register. After due discussion, a motion was made by Adam Rushmeyer and seconded by Keith Heitzman to approve electronic payments, transfers, and the payment of the following checks 40655-40656. All voted for the motion, and it carried.

Mr. Rushmeyer noted the golf board of directors was presented with a draft 2024 budget; whereby some adjustments will be made, and the budget will be reviewed for approval at the board's March board meeting.

Mr. Winkels appeared before the council and presented the following proposed Change Orders for the Albany Golf Clubhouse renovation:

- Change Order #8, \$11,542.27, added cost for lockers, moveable bar, and construction service fee.
- Change Order #9, \$5,149.84, added cost for additional wall tile behind the bar, and construction service fee.
- Change Order #10, deduction \$1,050.00, remove Louvers from all gables, and construction service fee.

Mr. Winkels noted the total of the three change orders is an additional \$15,642.11; whereby the construction contract sum total to date is \$1,788,310.05. After due discussion a motion was made by Al Amdahl and seconded by Adam Rushmeyer to approve Change Orders 8,9, and 10. Voting for the motion were Mayor Tom Kasner, Councilors Adam Rushmeyer, Al Amdahl, and Keith Heitzman. Councilor John R. Harlander abstained, and the motion carried.

Mr. Winkels informed the council the following two quotes for furniture were received, for the golf clubhouse: Becker Furniture \$99,569.62 and Hom Furniture \$99,728.16. Mr. Winkels noted the furniture has been ordered from Becker Furniture and a down payment of \$49,784.81 was made on February 14th.

Mr. Winkels presented LG220 Minnesota Lawful Gambling exempt permit application submitted by the Holy Family School for the purpose of conducting a raffle at the Albany Golf

Club, 500 Church Avenue on June 17, 2024. After due discussion, a motion was made by Mayor Tom Kasner who introduced the following resolution and moved its adaption:

**RESOLUTION NO. 2024-05
APPROVING MINNESOTA
LAWFUL GAMBLING EXEMP PERMIT APPLICATION**

The motion for the foregoing resolution was seconded by Keith Heitzman and after full discussion thereon and upon a vote being taken thereon, the following voted in favor thereof: Mayor Tom Kasner, Councilors Adam Rushmeyer, Al Amdahl, John R. Harlander, and Keith Heitzman, and none voted against the same; whereupon the said Resolution was declared duly passed and adopted. The full text of the said Resolution is on file at the office of the City Clerk/Administrator for public inspection during regular office hours.

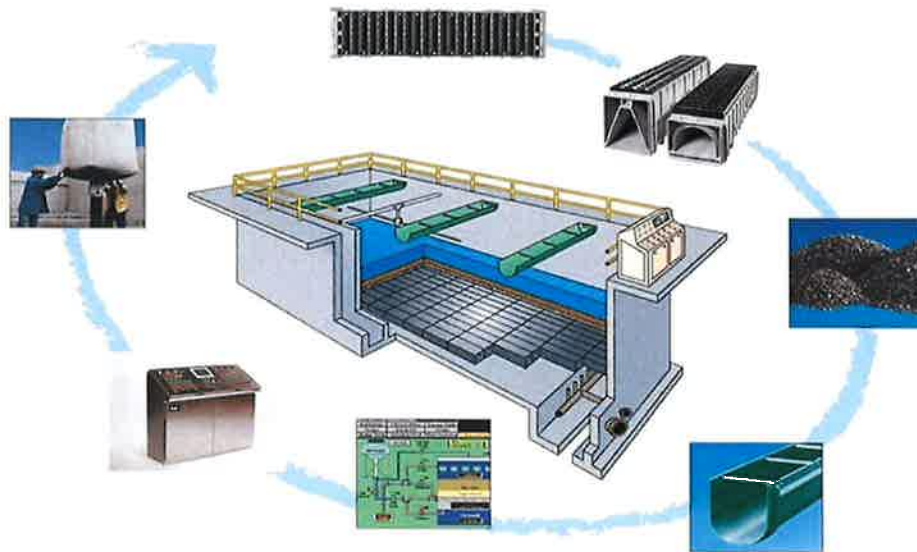
Mr. Winkels presented a request from the Albany Sportsman's Club to change the date of their raffle. Mr. Winkels noted the date listed on the permit X-05954-25-029 and Resolution 2023-07 is January 7, 2025; whereby the club is requesting to change the date to January 3, 2025. After due discussion a motion was made by Adam Rushmeyer and seconded by Al Amdahl to grant the request for the date change. All voted for the motion, and it carried.

Mayor Tom Kasner announced the next regular council meeting for 6:30 PM or as soon as thereafter on Wednesday, March 6, 2024, and adjourned the meeting at 7:30 PM.

Gary Winkels
City Administrator

Budget Proposal

Albany WTP Albany, MN.



2/28/2024



Xylem Water Solutions USA, Inc.
108 Tomlinson Drive Suite 400
Zelienople, PA 16063
Mr. Bruce Wolfe
Mobile: 724-504-0366
Email: bruce.wolfe@xylem.com

2/28/2024

Project name : Albany, MN.
Project number : I24093

To Whom It May Concern:

Based on your inquiry, we are pleased to forward the following proposal to your attention. Thank you for the opportunity to offer our equipment and services for the Albany, MN, WTP project.

We hope that our proposal meets your expectation. If you have any questions, please do not hesitate to contact me or our local representative.

Respectfully,

Bruce Wolfe
Senior Sales Engineer

1/4" X 1/8" - 2 inches
1/2" X 1/4" - 2 inches
3/4" X 1/2" - 2 inches (bottom layer)
30 Tons

932 cubic feet **SILICA SAND** – 18" Depth plus
1/2" skimming allowance and 5% extra
Effective size: 0.45 mm to 0.55 mm
Uniformity coefficient: 1.40
47 Tons

624 cubic feet **FILTER ANTHRACITE** – 12" Depth plus
1" skimming allowance
Effective Size: 0.95 mm to 1.05 mm
Uniformity coefficient: 1.40
16 Tons

Submittals:

Materials meet and/or exceed American Water Works Association Standard B100 (latest revision) for Filtering Material. Typical samples and/or test reports detailing the physical and chemical characteristics of the filtering material will be provided for review and approval as required by the specification. If independent testing is required per specification, test reports of the actual material produced will be submitted for approval prior to release for shipment.

Packaging and Placement of Materials:

Material will be packaged in semi-bulk containers, "Super Bags," with lifting sleeves and bottom discharge spout, containing approximately 2,000 to 4,000 pounds per sack and palletized.

Quantities:

Quantities indicated above are Xylem Water Solutions USA, Inc best calculations of the quantity requirements. Any loss of material due to storage or handling is not covered by this proposal.

2 Price & Scope of Supply

2.1 MAIN SCOPE

BASIS of PRICING:



Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 90 days. Orders received more than 90 days after the date of this quotation are reviewed by Xylem Water Solutions USA, Inc before acceptance and are subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by Xylem Water Solutions USA, Inc. and Purchase Order issuer at time of order placement.

We do not include any applicable taxes.

Orders resulting from this quotation should be addressed to Xylem Water Solutions USA, Inc. 227 S. Division St., Zelienople, PA, 16063, USA.

We propose to furnish the material described in this document for a **total selling price of**

BASE BUDGET: \$ _____.

ALTERNATE BUDGET: \$ _____.

Pricing for the equipment and field services outlined in this proposal, DAP Jobsite per Incoterms 2020.

For further information pertaining to the equipment contained in this proposal, please contact our area representative, who is:

Vessco, Inc.
Cell: 612-269-4859

Attention: Matt Madson

Payment terms:

100% net 30 days from the date of the respective shipments of the material

3 Commercial Terms & Conditions

3.1 DELIVERY SCHEDULE

- Please consult our factory for manufacturing lead-times.

FILTER MEDIA WARRANTY (if applicable): SELLER warrants that its filter media products will meet the standards established by the latest edition of AWWA (American Water Works Association) B100. SELLER shall be



responsible for verifying that the filter media meets or exceeds the AWWA B100 Standard at the point of sale. Testing shall be by an independent laboratory, which regularly performs testing of filter media. BUYER shall notify Xylem Water Solutions USA, Inc. immediately upon discovery of any defective product. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF MEDIA UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER.

3.2 TERMS AND CONDITIONS OF SALE – NORTH AMERICA

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted. Terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between parties.

Different terms are hereby rejected unless expressly assented to in writing.

AGREEMENT TO PURCHASE: BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.

(BUYER)

Xylem Water Solutions USA, Inc.

BY: _____

BY: _____

_____, 20 _____

_____, 20 _____

THERAPY DOG AGREEMENT

This agreement is entered into and effective on _____, 2024, by and between the City of Albany ("City") and JoAnna Bigler ("Bigler").

RECITALS:

1. Bigler is the owner of a mixed breed dog known as "Theo" whom is currently being trained through Performance Kennels to become certified as a Therapy Dog through the United States Police Canine Association, after which Bigler will maintain training in a manner comparable to the original training received.
2. Bigler is employed by the City of Albany as a patrol officer and is assigned during the school year as the School Resource Officer for the Albany School District ("School").
3. The City desires her to utilize Theo in providing school resource officer services, provided that the School consents to the use of Theo in the schools.
4. The City desires her to utilize Theo to provide services to the City of Albany and surrounding communities.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises contained herein, the parties agree as follows:

1. The City will purchase Theo from Bigler for the purchase price of \$1.00. Following purchase, Theo will be assigned to Bigler's care on a full-time basis.
2. Bigler agrees that the time involved in care, feeding, daily boarding, vet appointments and other related off duty time involved in the adequate care of Theo is her responsibility unless otherwise directed by the Chief of Police. She shall receive 30 minutes of paid time off during scheduled workdays and one-half hour of overtime on non-scheduled workdays, including holidays, as compensation for training time and care of Theo.
3. The City shall pay Bigler's direct expenses related to Theo such as dog food, veterinary bills, training expenses and the like.
4. Bigler shall be provided a take-home vehicle to be used extensively for the transportation of Theo while fulfilling her role as canine officer. Other uses of the vehicle must be approved by the Chief of Police.
5. Bigler agrees to participate fully in being Theo's handler and to provide adequate training for Theo for his Therapy Dog duties. Training will be completed on both working days as well as days off. Annual certification must be completed through the USPCA.
6. Bigler shall work with the School to determine the appropriate use of Theo during the school day and whether Theo should be excluded from certain activities. Bigler shall follow all applicable policies agreed upon between the City and School.

7. Bigler shall work with the Chief of Police to determine the appropriate use of Theo in the community and whether Theo should be excluded from certain activities. Bigler shall follow all applicable policies agreed upon between the City and Chief of Police.
8. Bigler shall make every effort to protect, safeguard Theo and the public, to reduce the risk of injury and liability resulting from Theo for the well-being of the dog and for the best interests of the City of Albany.
7. Bigler shall be responsible for exercising care and control of Theo both during the workday and during off-duty care.
10. In the event any of the following occurs: (1) Bigler separates employment from the City, (2) the City or Bigler terminate this Agreement as provided herein, Bigler shall repurchase Theo from the City for \$1.00.
11. This Agreement may be terminated by either party by giving fourteen (14) days written notice to the other party. Written notice may be delivered by email, by U.S. mail or by personal delivery. If by U.S. mail, the notice shall be effective on the third business day following deposit in the mail. This Agreement shall terminate immediately and without notice upon the death of Theo or Bigler.
12. This Agreement may be modified only by writing signed by the parties.
13. This Agreement shall be governed by the laws of the state of Minnesota. Any disputes arising hereunder shall be venued in the state district court located in Stearns County, Minnesota.

By signing below, the parties agree to the terms set forth above.

City of Albany

By _____
Tom Kasner, Mayor

JoAnna Bigler

ATTEST:

Gary Winkels, City Administrator



Arnzen Construction Inc.

29033 County Road 17
 Freeport, MN 56331
 Phone: (320) 836-2284

Change Order

C/O Date: 2/22/2024

Quoted to: CITY OF ALBANY
 BOX 370
 ALBANY, MN 56307

Regarding Job: Albany Golf Club Remodel- 2023
 500 CHURCH AVE
 ALBANY, MN 56307

C/O Number:	11	Comments
Owner C/O No:		REMOVE REAR ELEVATION LETTERING

Description	Amount
CREDIT TO REMOVE THE LETTERING FROM THE REAR ELEVATION.	-1,500.00
CONSTRUCTION SERVICE FEE	-75.00

Original Contract	\$	1,359,778.14
Previous Change Orders	\$	428,531.91
Revised Contract	\$	1,788,310.05
Current Change Order	\$	-1,575.00
New Contract Total	\$	1,786,735.05

Authorized by: _____
 CITY OF ALBANY

Date: _____

Representative: Jason Spurgeon
 Arnzen Construction Inc.

Date: 2/27/2024