

**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, August 3, 2022, 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 regular Council minutes of the meeting held on July 20th
5. Open Forum/Public comment (3 to 5 minutes max.)
6. Jeremy Mathiasen, City Engineer – present the following:
 - Payment Voucher No. 3 for the 2022 Capital Improvements
 - Payment Voucher No. 2 for the 1st Street (TH238) & Railroad Avenue Intersection Improvements
 - Project updates
7. Reports of Boards and Department Heads
 - Joe Mergen, Public Works Supervisor
 - Police Chief Ozzie Carbajal, Police Department
 - Mayor Tom Kasner, Albany Area Fire Board – update council on regular meeting held on July 27th (Department operations/activities)
 - Tom Schneider, Clerk/Adm. – present the following:
 - Resolution 2022-32 – renewal of commercial lease with the Minnesota Department of Transportation for use of right-of-way to be used for golf course purposes
8. Mayor's announcements and letters
9. Mayor to announce next regular Council meeting date (August 17th) and adjourn

Tom Schneider
Clerk/Adm.

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, July 20, 2022, in the Council Room at 400 Railroad Avenue for the said City.

Other Council members present were: Councilors Keith Heitzman, John R. Harlander, Al Amdahl, and Adam Rushmeyer. None were absent.

Other's present were: Tom Schneider, Clerk/Adm., Joe Mergen, Public Works Supervisor, Jeremy Mathiasen, City Engineer with Stantec, Inc., St. Cloud, MN, Police Chief Ozzie Carbajal, and Evan Michealson, Staff Writer, the Star Post.

The council recited the Pledge of Allegiance.

The council took notice of approval of payment of bills. After due discussion, a motion was made by Adam Rushmeyer and seconded by Al Amdahl to approve/authorize payroll (3311-3334), electronic payments (900010-900014), transfers, and the payment of the following bills: Check Numbers 71972 to 72000. 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 July 6th and hearing none declared them approved.

Open forum/public comments: none

Bryan Schiffler, owner of the Albany Chrysler Center, 3450 225th Avenue, appeared before the council to inform the council he purchased property at 3450 225th Avenue, (25+/- acres) and presented a petition for orderly annexation for the purpose of plating the property for commercial development. Mr. Schiffler noted in 2005 there is a deferred assessment for trunk utility charges and questioned how the city will calculate the said charges being nearly fifty-percent (50%) of the property is a designated wetland and undevelopable. Mr. Schneider informed the council he will review the ordinance to determine how utility trunk charges are calculated which can be discussed at the time when a preliminary and final plat is submitted to the Planning Commission for review. Mr. Mathiasen noted the Planning Commission will also review the developers' responsibilities extending water and sewer, street, and other public improvements to the site. After due discussion, a motion was made by John R. Harlander who introduced the following resolution and moved its adoption:

RESOLUTION 2022-31
JOINT RESOLUTION FOR ORDERLY ANNEXATION
AGREEMENT BETWEEN THE TOWN OF ALBANY
AND THE CITY OF ALBANY
PURSUANT TO MINNESOTA STATUTES 414.0325

The motion for the foregoing resolution was seconded by Keith Heitzman and after a full discussion thereon and upon a vote being taken thereon, the following voted in favor thereof: Mayor Tom Kasner, Councilors John R. Harlander, Al Amdahl, Adam Rushmeyer, 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. Mathiasen presented to the council Final Payment Voucher No. 6 for the 2021 Capital Improvement Project. Mr. Mathiasen noted the payment voucher includes final wear course paving, striping, final quantity adjustments, and the release of the remaining project retainage. After due discussion and upon recommendation from the city engineer, a motion was made by Al Amdahl and seconded by Adam Rushmeyer to approve Final Payment Voucher No. 6 to Breitbach Construction Company, Elrosa, MN, in the amount of \$113,055.43. All voted for the motion and it carried.

Mr. Mathiasen informed the council Roto Rooter televised nearly 1,400 lineal feet of 4" drain tile installed for the 2020 Capital Improvement Project; whereby there were several areas where the drain tile was either partially or totally crushed. Mr. Mathiasen noted the purpose of the drain tile is to keep ground water out of the subgrade of the roadway and to allow property owners the option to connect their sump pump to the drain tile. Mr. Mathiasen noted drain tile is installed at a depth of two feet below the roadway surface and the damage more than likely was caused by construction equipment during the placement of granular borrow and aggregate base prior to the installation of the curb. Mr. Mathiasen noted for future projects a stronger wall or ridged pipe be considered and televised prior to the installation of curb. Mr. Mathiasen also noted he will provide a map of the areas where the drain tile is damaged and review records to determine if any private sump pumps are connected to avoid any potential backups during rain events.

Mr. Mathiasen also informed the council the cost for a mill and overlay of approximately 690 sq. yards of roadway on Shamrock Lane (125') west of the intersection of 8th Street (TH 238) and Shamrock Lane is \$24,000. Mr. Mathiasen recommended the city hire a private contractor to complete the mill and overlay to get better pricing. After due discussion, a motion was made by John R. Harlander and seconded by Keith Heitzman to authorize the city engineer to solicit additional bids for the aforementioned mill and overlay improvement in an amount not to exceed \$25,000 and if acceptable, move forward with the improvement. All voted for the motion and it carried.

Councilor Keith Heitzman, Albany Golf Club Liaison, presented to the council the Albany Golf Club's checkbook register. After due discussion, a motion was made by Keith Heitzman and seconded by Al Amdahl to approve electronic payments, transfers, and the payment of the following: checks 40201-40223. Voting for the motion were Councilors Keith Heitzman, Al Amdahl, John R. Harlander, and Adam Rushmeyer, and none voted against. Mayor Tom Kasner abstained and the motion carried. Mr. Heitzman informed the council there are many ongoing golf course and clubhouse improvements and the following were approved as officers of the board of directors: Tom Plattner, President, Craig Baggenstoss, Vice-President, Nate Ronning, Secretary, and Tim Peterson, Treasurer.

Councilor John R. Harlander informed the council Gary Winkels, Fire Chief, met with him to discuss the department's request to construct 10 off street parking stalls on the south side of the fire hall or Midland Avenue. Mr. Harlander noted the request includes the area surrounding the flag pole which would be eliminated to create a parking stall or two. Mr. Harlander also noted he and the fire chief are in agreement to construct the off-street parking on the south side of the fire hall as per follows: 1) three parking stalls available to the public for daily parking between the hours of 6AM and 6PM with appropriate signs, 2) NO overnight parking, 3) paid for by the Albany Fire Department, and 4) 90-degree parking stalls. Mr. Harlander noted if the revised proposal is acceptable to the council, the city engineer and fire department can work together to complete the new off-street parking stalls. Mayor Tom Kasner noted no objection by any other council members and called for a vote. After due discussion, a motion was made by John R. Harlander and seconded by Adam Rushmeyer to approve the request by the Albany Fire Department contingent upon the stipulations listed above. All voted for the motion and it carried.

At 7:35 PM, Mayor Tom Kasner announced the meeting would be closed to consider private personnel not public data to discuss the performance evaluation of Patrol Officer Carter Fish at the conclusion of his Introductory Period under Minn. Stat. Section 13D.05, Subd. 3(a). Mayor Tom Kasner informed the Council and those present that the closed meeting would be tape recorded. Patrol Officer Carter Fish was not present. At 7:50 PM, Mayor Tom Kasner re-opened the meeting to the public. A motion was made by Keith Heitzman and seconded by John R. Harlander to terminate the employment of Patrol Officer Carter Fish based upon the information presented in the closed session effective July 21, 2022. All voted for the motion and it carried.

Police Chief Ozzie Carbajal presented to the council a proposed Criminal Prosecution Agreement for the year 2023 and 2024 between the Stearns County Attorney's office and the city of Albany in the amount of \$14,175 each year. Chief Carbajal noted the contract is a renewal and a 5% increase from prior years. After due discussion and after the recommendation by Police Chief Ozzie Carbajal, a motion was made by Al Amdahl and seconded by Adam Rushmeyer to authorize Mayor Tom Kasner to execute the aforesaid contract on behalf of the City. All voted for the motion and it carried.

The Council took notice of a MN Lawful Gambling LG220 application submitted by the Albany Area Gymnastics Association to conduct a raffle on October 23, 2022. After due discussion, a motion was made by John R. Harlander and seconded by Al Amdahl to approve the said application. All voted for the motion and it carried.

The council also took notice of a request by the American Heritage National Bank, Avon, MN to consider approval of a proposed Subordination Agreement on behalf of the Albany Hotel and Business Center, 441 Railroad Avenue. Mr. Schneider informed the council the city's Economic Development Authority (EDA) recorded a mortgage (\$24,999) a few months ago related to the EDA's Commercial Rehabilitation Deferred Loan Program, a deferred loan that will be forgiven after seven years if the business maintains ownership of the building. Mr. Schneider noted the council has approved similar requests in the past for businesses on Railroad Avenue that have participated in the said Program. After due discussion, a motion was made by Mayor Tom Kasner and seconded by Adam Rasmeyer to approve the Subordination Agreement. All voted for the motion and it carried.

Mr. Schneider informed the council that members from the public have brought it to his attention there are many unlicensed and inoperable motor vehicles being stored on residential properties in the city. Mr. Schneider noted Ordinance 75, Abandoned Motor Vehicles, prohibits any person from parking, storing or leaving an abandoned motor vehicle that lacks vital component parts in an inoperable condition on private property within the city. Mayor Tom Kasner with the consensus of the council, directed Mr. Schneider and Police Chief Ozzie Carbajal to enforce the ordinance having received complaints from members of the public. Mr. Schneider informed the council inspections of residential properties will begin in a week or two with the assistance of the police department.

Mayor Tom Kasner announced the next regular council meeting for 6:30 o'clock in the evening on Wednesday, August 3, 2022, and adjourned the meeting at 7:40 PM.

Tom Schneider
Clerk/Adm.

To:	Mr. Tom Schneider Albany City Hall	From:	Jeremy Mathiasen St. Cloud, MN
File:	193805394	Date:	July 29, 2022

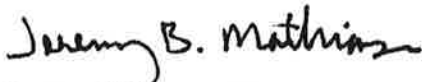
Reference: 2022 Capital Improvements – Payment Application No. 3

For your consideration at your August 3rd Council meeting is Payment Voucher No.3 for the 2022 Capital Improvement Project.

Payment Voucher No. 3 has been prepared for your review and generally includes sanitary sewer, water main, storm sewer, service and roadway construction quantities. The amount due, minus the retainage, for **Payment Voucher No. 3 is \$457,887.87.**

Stantec is recommending approval of Payment Voucher No. 3 for Breitbach Construction Co. Should you have any questions about the work completed to date, feel free to contact me.

Stantec Consulting Services Inc.



Jeremy Mathiasen PE
Senior Associate

Phone: 320 266 5232
Jeremy.Mathiasen@stantec.com

Attachment: Payment Voucher No.3



Owner: City of Albany, 400 Railroad Ave., Albany, MN 56307	Date: July 26, 2022
For Period: 6/26/2022 to 7/22/2022	Request No: 3
Contractor: Breitbach Construction Co.	

CONTRACTOR'S REQUEST FOR PAYMENT
 2022 ALBANY CAPITAL IMPROVEMENTS
 STANTEC PROJECT NO. 193805394

SUMMARY

1	Original Contract Amount		\$	<u>2,008,700.59</u>
2	Additional Work	\$	<u>4,815.75</u>	
3	Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>2,013,516.34</u>
5	Value Completed to Date		\$	<u>987,663.28</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>987,663.28</u>
8	Less Retainage 5%		\$	<u>49,383.16</u>
9	Subtotal		\$	<u>938,280.12</u>
10	Less Amount Paid Previously		\$	<u>480,392.25</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO.	<u>3</u>	\$	<u><u>457,887.87</u></u>

Recommended for Approval by:
STANTEC

Approved by Contractor:
BREITBACH CONSTRUCTION CO.

Approved by Owner:
CITY OF ALBANY

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Amount This Request	Quantity to Date	Amount to Date
BASE BID:								
1	MOBILIZATION	LUMP SUM	1	98,512.00	0.25	24,628.00	0.75	73,884.00
2	CLEAR AND GRUB	TREE	28	674.04		0.00	34.00	22,917.36
3	REMOVE SEWER PIPE (STORM)	LIN FT	1404	6.27	454	2,846.58	1,161.00	7,279.47
4	REMOVE SEWER PIPE (SANITARY)	LIN FT	1773	0.78	699	545.22	1,773.00	1,382.94
5	REMOVE WATER MAIN	LIN FT	2332	1.05	999	1,048.95	2,332.00	2,448.60
6	REMOVE HYDRANT ASSEMBLY	EACH	4	261.25	2	522.50	4.00	1,045.00
7	REMOVE GATE VALVE & BOX	EACH	2	109.50	4	438.00	6.00	657.00
8	REMOVE CATCH BASIN	EACH	11	182.91		0.00	4.00	731.64
9	REMOVE MANHOLE (STORM)	EACH	6	182.83	5	914.15	11.00	2,011.13
10	REMOVE MANHOLE (SANITARY)	EACH	10	182.90	1	182.90	6.00	1,097.40
11	REMOVE CURB AND GUTTER	LIN FT	5501	1.36	1606	2,184.16	6,871.00	9,344.56
12	REMOVE BLOCK RETAINING WALL	LIN FT	145	5.75		0.00	0.00	0.00
13	REMOVE STONE GROUTED RETAINING WALL	LIN FT	260	5.75		0.00	260.00	1,495.00
14	REMOVE CONCRETE WALK	SQ YD	2642	3.08	308	948.64	2,203.00	6,785.24
15	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	689	3.40	108	367.20	1,073.00	3,648.20
16	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	925	2.61	210	548.10	210.00	548.10
17	RECLAIM BITUMINOUS PAVEMENT	SQ YD	22020.00	0.65		0.00	17,375.00	11,293.75
18	SAWING BITUMINOUS PAVEMENT	LIN FT	5021	3.14	1161	3,645.54	1,287.00	4,041.18
19	SAWING CONCRETE PAVEMENT	LIN FT	779	5.22	86	448.92	246.00	1,284.12
20	ABANDON PIPE SEWER (SANITARY)	LIN FT	410	4.44		0.00	0.00	0.00
21	SALVAGE METAL SIDEWALK RAILING	LIN FT	19	20.89		0.00	16.00	334.24
22	SALVAGE SIGN	EACH	12	26.17		0.00	5.00	130.85
23	SALVAGE MAIL BOX SUPPORT & BOX	EACH	40	78.38		0.00	27.00	2,116.26
24	INSTALL SIGN	EACH	12	156.75		0.00	0.00	0.00
25	INSTALL CLUSTER MAIL BOX SUPPORT & BOXES	EACH	7	209.00		0.00	0.00	0.00
26	INSTALL METAL SIDEWALK RAILING	LIN FT	13	67.92		0.00	0.00	0.00
27	ADJUST VALVE BOX	EACH	2	251.00		0.00	0.00	0.00
28	ADJUST FRAME & RING CASTING	EACH	2	397.00		0.00	0.00	0.00
29	VALVE BOX ADJUSTMENT RING	EACH	6	94.00		0.00	0.00	0.00
30	MANHOLE ADJUSTMENT RING	EACH	17	256.00		0.00	0.00	0.00
31	COMMON EXCAVATION (P)	CU YD	14285	10.45	3517	36,752.65	6,623.00	69,210.35
32	SUBGRADE EXCAVATION	CU YD	987	7.73		0.00	475.00	3,671.75
33	SELECT GRANULAR BORROW (CV)	CU YD	6034	10.45	710	7,419.50	1,180.00	12,331.00
34	SUBGRADE GRANULAR BORROW (CV)	CU YD	1382	8.36		0.00	484.00	4,046.24
35	SELECT TOPSOIL BORROW - SCREENED (LV)	CU YD	915	19.85		0.00	0.00	0.00
36	PLACE SALVAGED AGGREGATE (CV)	CU YD	1800	3.74	2100	7,854.00	5,600.00	20,944.00
37	GEOTEXTILE FABRIC TYPE V	SQ YD	23705	1.41	3110	4,385.10	6,110.00	8,615.10
38	GEOGRID	SQ YD	1300	1.57		0.00	0.00	0.00
39	AGGREGATE BASE (LV) CLASS 5 - DRWYS & WALKS	CU YD	715	16.72		0.00	0.00	0.00
40	AGGREGATE BASE (CV) CLASS 5 - ROADWAYS & ALLEYS	CU YD	4696	22.47	2865	64,376.55	2,865.00	64,376.55
41	TYPE SP 9.5 WEARING COURSE MIXTURE (3.C)	TON	1932	85.69		0.00	0.00	0.00
42	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3.C)	TON	2702	84.65		0.00	0.00	0.00
43	BITUMINOUS PAVEMENT REPLACEMENT 2"-4"	SQ YD	1500	20.90		0.00	0.00	0.00
44	4" CONCRETE WALK	SQ FT	27057	4.18		0.00	0.00	0.00
45	6" CONCRETE WALK	SQ FT	2053	6.79		0.00	0.00	0.00
46	PEDESTRIAN CURB RAMP	EACH	1575	6.79		0.00	0.00	0.00
47	TRUNCATED DOMES	SQ FT	216	52.25		0.00	0.00	0.00
48	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	6871	14.37	4178	60,037.86	4,178.00	60,037.86
49	7" CONCRETE VALLEY GUTTER & APRONS	SQ YD	40	83.60	40	3,344.00	40.00	3,344.00
50	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	350	56.43		0.00	0.00	0.00
51	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	967	41.80	1125	47,025.00	1,268.00	53,002.40
52	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	1277	49.64	72	3,574.08	635.00	31,521.40
53	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	3	1,985.67		0.00	0.00	0.00
54	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2' X 3'	EACH	11	3,471.45		0.00	4.00	13,885.80
55	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	8	3,799.63	2	7,599.26	11.00	41,795.93
56	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	EACH	1	4,593.00		0.00	0.00	0.00
57	CONNECT TO EXISTING STORM SEWER	EACH	3	836.00	1	836.00	2.00	1,672.00
58	CONNECT INTO EXISTING CATCH BASIN	EACH	2	705.50	1	705.50	2.00	1,411.00
59	CONNECT DRAIN TILE TO STRUCTURE	EACH	4	209.00	8	1,672.00	13.00	2,717.00
60	IMPROVED PIPE FOUNDATION	LIN FT	1100	1.05		0.00	0.00	0.00
61	4" PERF PE PIPE DRAIN W/SOCK	LIN FT	2800	4.70	1176	5,527.20	3,851.00	18,099.70
62	DRAINTILE RISER W/ GV COVER	EACH	38	235.13	18	4,232.34	33.00	7,759.29
63	8" PVC SANITARY SEWER PIPE, SDR 35, 8-13' DEEP	LIN FT	2233	33.13	561	18,585.93	2,054.00	68,049.02
64	10" PVC SANITARY SEWER PIPE, SDR 35, 0-8' DEEP	LIN FT	315	38.67	271	10,479.57	271.00	10,479.57
65	CONSTRUCT SANITARY MANHOLE	EACH	12	3,816.33	2	7,632.66	10.00	38,163.30
66	SANITARY MANHOLE OVERDEPTH	LIN FT	29.13	229.87	5	1,149.35	20.00	4,597.40
67	8"X4" PVC WYE	EACH	20	313.50	14	4,389.00	28.00	8,778.00

PROJECT PAYMENT STATUS

OWNER CITY OF ALBANY
 STANTEC PROJECT NO. 193805394
 CONTRACTOR BREITBACH CONSTRUCTION CO.

CHANGE ORDERS

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	5/2/2022	5/21/2022	141,825.27	7,464.48	149,289.75
2	05/22/2022	06/25/2022	338,566.98	25,283.80	505,676.05
3	06/25/2022	07/22/2022	457,887.87	49,383.16	987,663.28

Material on Hand

Total Payment to Date		\$938,280.12	Original Contract	\$2,008,700.59
Retainage Pay No.	3	49,383.16	Additional Work	\$4,815.75
Total Amount Earned		\$987,663.28	Revised Contract	\$2,013,516.34

To:	Mr. Tom Schneider Albany City Hall	From:	Jeremy Mathiasen St. Cloud, MN
File:	193805175	Date:	July 29, 2022

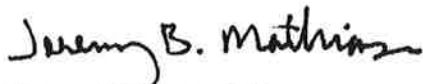
Reference: Albany (TH 238) 1st Street Improvements – Payment Application No.2

For your consideration at your August 3rd Council meeting is Payment Voucher No. 2 for the Albany (TH 238) 1st Street Improvement Project.

Payment Voucher No. 2 has been prepared for your review and generally includes quantities for roadway, sidewalk and driveway paving, along with street lighting installation and other miscellaneous work. The amount due, minus the retainage, for **Payment Voucher No. 2 is \$316,468.26.**

Stantec is recommending approval of Payment Voucher No. 2 for Craig Bardson Excavating, Inc. Should you have any questions about the work completed to date, feel free to contact me.

Stantec Consulting Services Inc.



Jeremy Mathiasen PE
Senior Associate

Phone: 320 266 5232
Jeremy.Mathiasen@stantec.com

Attachment: Payment Voucher No.2



Owner: City of Albany, 400 Railroad Ave., Albany, MN 56307	Date: July 28, 2022
For Period: 6/6/2022 to 6/24/2022	Request No: 2
Contractor: Craig Bardson Excavating Albany, MN 56307	

CONTRACTOR'S REQUEST FOR PAYMENT

Albany TH 238 / 1st Street and 8th Street / Shamrock Lane Sidewalk Improvements
STANTEC PROJECT NO. 193805175

SUMMARY

1	Original Contract Amount		\$	<u>616,632.06</u>
2	Additional Work	\$	<u>31,019.73</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>647,651.79</u>
5	Value Completed to Date		\$	<u>605,094.38</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>605,094.38</u>
8	Less Retainage 5%		\$	<u>30,254.71</u>
9	Subtotal		\$	<u>574,839.67</u>
10	Less Amount Paid Previously		\$	<u>258,371.41</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>2</u>		\$	<u><u>316,468.26</u></u>

Recommended for Approval by:
STANTEC

Approved by Contractor:
CRAIG BARDSON EXCAVATING, INC.

Approved by Owner:
CITY OF ALBANY

Specified Contract Completion Date:
8/12/22 (Substantial) 9/30/22 (Final)

Date:

Line No.	Item	Unit	Unit Price	Contract		Work Included on this		Work Complete - to Date	
				Quantity	Amount	Current Quantity	Current Amount	Quantity to Date	Amount to Date
TH 238 (1st St) & 8th St/Shamrock Ln Improvements									
1	MOBILIZATION	LS	29,000.00	1	29000.00	0.35	10150.00	0.85	24,650.00
2	MAINT AND RESTORATION OF HAUL ROADS	LS	12,000.00	1	12000.00	0.3	3600.00	1	12,000.00
3	CLEARING	TREE	150.00	1	150.00		0.00	2	300.00
4	GRUBBING	TREE	150.00	1	150.00	1	150.00	2	300.00
5	PAVEMENT MARKING REMOVAL	SQ FT	2.05	68	139.40		0.00	0	0.00
6	REMOVE MANHOLE OR CATCH BASIN	EACH	1,025.00	5	5125.00		0.00	5	5,125.00
7	REMOVE CURB STOP & BOX	EACH	1,025.00	1	1025.00		0.00	0	0.00
8	SALVAGE LIGHTING UNIT	EACH	755.65	1	755.65		0.00	2	1,511.30
9	SALVAGE SIGN TYPE C	EACH	25.63	8	205.04		0.00	8	205.04
10	SALVAGE SIGN TYPE SPECIAL	EACH	25.63	2	51.26		0.00	1	25.63
11	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	4.90	156	764.40		0.00	268	1,313.20
12	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	2.72	632	1719.04		0.00	864	2,350.08
13	REMOVE SEWER PIPE (STORM)	LIN FT	28.70	147	4218.90		0.00	109	3,128.30
14	REMOVE CURB AND GUTTER (P)	LIN FT	2.00	630	1260.00	34	68.00	676	1,352.00
15	SALVAGE RETAINING WALL	LIN FT	14.00	65	910.00	39	546.00	39	546.00
16	REMOVE WATER SERVICE PIPE	LIN FT	30.75	23	707.25		0.00	0	0.00
17	REMOVE CONCRETE PAVEMENT (P)	SQ YD	9.80	229	2244.20		0.00	229	2,244.20
18	REMOVE BITUMINOUS PAVEMENT (P)	SQ YD	2.60	1,608	4180.80	17	44.20	1,480	3,848.00
19	REMOVE CONCRETE WALK (P)	SQ YD	3.50	353	1235.50		0.00	330	1,155.00
20	EXCAVATION - COMMON (P)	CU YD	17.50	2287	40022.50	337	5897.50	2287	40,022.50
21	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	18.62	1346	25062.52	127	2364.74	918	17,093.16
22	GEOTEXTILE FABRIC TYPE 9	SQ YD	2.05	1845	3782.25		0.00	1522	3,120.10
23	AGGREGATE BASE CLASS 6 (P)	TON	21.90	932	20410.80		0.00	893	19,556.70
24	DOWEL BAR	EACH	15.38	1007	15487.66	1079	16595.02	1079	16,595.02
25	CONCRETE PAVEMENT 7.0"	SQ YD	87.64	1565	137156.60	1601.9	140390.52	1601.9	140,390.52
26	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	3.08	1230	3788.40	1209	3723.72	1209	3,723.72
27	DRILL AND GROUT DOWEL BAR (EPOXY COATED)	EACH	20.50	32	656.00	23	471.50	23	471.50
28	TYPE SP 12.5 NON WEARING COURSE MIXTURE (4,B)	TON	241.31	41	9893.71	52.77	12733.93	52.77	12,733.93
29	TYPE SP 12.5 WEARING COURSE MIXTURE (4,E)	TON	198.65	29	5760.85	33.93	6740.19	33.93	6,740.19
30	INSTALL RETAINING WALL	LIN FT	150.00	65	9750.00	39	5850.00	39	5,850.00
31	12" RC PIPE CULVERT DES 3006 CL V	LIN FT	71.75	31	2224.25		0.00	26	1,865.50
32	15" RC PIPE CULVERT DES 3006 CL V	LIN FT	63.55	176	11184.80		0.00	160	10,168.00
33	24" RC PIPE CULVERT DES 3006 CL V	LIN FT	102.50	8	820.00		0.00	16	1,640.00
34	4" PERF TP PIPE DRAIN	LIN FT	5.70	279	1590.30		0.00	323	1,841.10
35	CONNECT TO EXISTING PIPE DRAIN	EACH	100.00	2	200.00		0.00	2	200.00
36	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	512.50	1	512.50		0.00	1	512.50
37	CONNECT TO EXISTING STORM SEWER	EACH	820.00	5	4100.00		0.00	5	4,100.00
38	4" PVC SANITARY SERVICE PIPE	LIN FT	49.20	86	4231.20		0.00	73	3,591.60
39	ADJUST VALVE BOX	EACH	512.50	5	2562.50	4	2050.00	5	2,562.50
40	1" CORPORATION STOP	EACH	820.00	1	820.00		0.00	1	820.00
41	1" CURB STOP AND BOX	EACH	1,230.00	1	1230.00		0.00	1	1,230.00
42	1" TYPE K COPPER PIPE	LF	41.00	58	2378.00		0.00	38	1,558.00
43	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	2,050.00	3	6150.00		0.00	3	6,150.00
44	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	3,895.00	7	27265.00		0.00	7	27,265.00
45	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	EACH	4,920.00	1	4920.00		0.00	1	4,920.00
46	CASTING ASSEMBLY	EACH	1,230.00	11	13530.00		0.00	11	13,530.00
47	6" CONCRETE WALK	SQ FT	8.20	8123	66608.60	8052	66026.40	8173	67,018.60
48	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	20.50	74	1517.00	67	1373.50	67	1,373.50
49	CONCRETE CURB AND GUTTER DESIGN B424	LIN FT	43.05	340	14637.00		0.00	338	14,550.90
50	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	32.80	193	6330.40	65.5	2148.40	261.5	8,577.20
51	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	32.80	477	15645.60	6.5	213.20	536.5	17,597.20
52	CONCRETE CURB DESIGN V6	LIN FT	39.98	32	1279.36	35	1399.30	35	1,399.30
53	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	87.64	202	17703.28	128.45	11257.36	193.45	16,953.96
54	TRUNCATED DOMES	SQ FT	51.25	158	8097.50	158	8097.50	158	8,097.50
55	LIGHTING UNIT TYPE SPECIAL	EACH	9972.01	1	9972.01		0.00	0	0.00
56	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	1,405.31	2	2810.62	3	4215.93	3	4,215.93
57	1.25" NON-METALLIC CONDUIT	LIN FT	5.32	200	1064.00	352	1872.64	917	4,878.44
58	UNDERGROUND WIRE 1 COND NO 6	LIN FT	2.24	300	672.00	1961	4392.64	2885	6,462.40
59	INSTALL LIGHTING UNIT	EACH	1,567.31	1	1567.31	2	3134.62	2	3,134.62
60	TRAFFIC CONTROL	LS	11,172.50	1	11172.50	0.25	2793.13	0.75	8,379.38
61	INSTALL SIGN	EACH	153.75	25	3843.75		0.00	0	0.00
62	SIGN	SQ FT	61.50	49	3013.50		0.00	0	0.00
63	STORM DRAIN INLET PROTECTION	EACH	87.13	20	1742.60	6	522.78	17	1,481.21
64	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	300.00	2	600.00		0.00	0	0.00
65	CULVERT END CONTROL	EACH	240.88	1	240.88		0.00	1	240.88
66	SILT FENCE; TYPE MS	LIN FT	2.05	648	1328.40		0.00	687	1,408.35
67	FERTILIZER TYPE 1	POUND	1.28	213	272.64		0.00	0	0.00
68	SEEDING	ACRE	563.75	0.53	298.79		0.00	0	0.00
69	SEED MIXTURE 25-121	POUND	6.15	106	651.90		0.00	0	0.00
70	HYDRAULIC BONDED FIBER MATRIX	POUND	1.79	1583	2833.57		0.00	0	0.00
71	4" SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	6.72	1409	9468.48		0.00	0	0.00
72	4" BROKEN LINE MULTI-COMPONENT GROUND IN	LIN FT	4.61	73	336.53		0.00	0	0.00
73	4" DOTTED LINE MULTI-COMPONENT GROUND IN	LIN FT	4.61	50	230.50		0.00	0	0.00
74	12" SOLID LINE PREFORM THERMO GROUND IN ESR	LIN FT	23.04	60	1383.60		0.00	0	0.00
75	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN	SQ FT	31.78	16	508.48		0.00	0	0.00
76	CROSSWALK MARKING -MULTI-COMPONENT (WET REFLECTIVE)	SQ FT	13.49	702	9469.98		0.00	0	0.00
				Totals	616,632.06		318,822.71		574,074.65

REQUIRED ADDITIONAL WORK

77	ADDITIONAL TRAFFIC CONTROL	LUMP SUM	10,963.68	1	10,963.68		0.00		10,963.68
78	STREET LIGHTING & CONDUIT	LUMP SUM	16134.30	1	16,134.30	0.64	10,380.03		16,134.30
79	STORM SEWER FIELD REVISIONS	LUMP SUM	3921.75	1	3,921.8		3,921.75		3,921.75
					31,019.73		14,301.78		31,019.73

PROJECT PAYMENT STATUS

OWNER CITY OF ALBANY
 STANTEC PROJECT NO. 193805175
 CONTRACTOR CRAIG BARDSON EXCAVATING, INC.

CHANGE ORDERS

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	06/06/2022	06/24/2022	258,371.41	13,598.49	271,969.90
2	06/25/2022	07/22/2022	316,468.26	30,254.71	605,094.38

Material on Hand

Total Payment to Date		\$258,371.41	Original Contract	\$616,632.06
Retainage Pay No. 2		30,254.71	Additional Work	\$31,019.73
Total Amount Earned		\$288,626.12	Revised Contract	\$647,651.79

To:	Mr. Tom Schneider and Albany City Council City of Albany	From:	Jeremy Mathiasen St. Cloud Office
File:	193801690	Date:	July 28, 2022

Reference: Engineering Update for the 8/3/22 Council Meeting

2022 Capital Improvement Project

Breitbach Construction is continuing with the remaining storm sewer work and Lange Excavating is rebuilding the roadway behind them. Pavement removal and work is underway in the alleys between 4th and 6th Street and concrete subcontractor is also back on the project this week to continue with curb and driveway aprons.

Payment Voucher No. 3 is included in your packets and will be considered for payment on Wednesday.

1st Street/TH 238 Improvements

The Contractors are completing the roadway striping and signage this week in addition to the seeding and turf establishment work. The intersection may be opening as early as this weekend if everything falls into place.

Payment Voucher No. 2 is included in your packets and will be considered for payment on Wednesday.

Forest Avenue Feasibility Study

Our survey crews completed their project scanning work this week. The data collected will now be processed for use in the feasibility study and preliminary design.

Feel free to contact me at any time with project related questions.

Jeremy.mathiasen@stantec.com 320.266.5232

Pursuant to due call and notice thereof a regular meeting of the Albany Area Fire Board was called to order by Chairman Tom Kasner at 6:30 o'clock in the evening on Wednesday, July 27, 2021, at the Albany Fire Hall, 221 4th Street, in and for the City of Albany, Stearns County, Minnesota.

Board members present were: John Greer, Town of Albany, Dan Stommes, Town of Farming, Scot Laing, Town of Krain, and Gary Winkels, Fire Chief. Others present were: Tom Schneider, Clerk/Adm., Steve Pelzer, Fireman, and Greg Muellner, Secretary.

Chairman Tom Kasner called for any corrections or additions to the minutes of the meeting held on February 22, 2022 and hearing no corrections or additions declared the minutes approved as written.

Mr. Winkels informed the board the annual firemen's dance was held in April and after all expenses paid, the event raised \$26,721. Mr. Winkels also presented the outstanding billable calls for service, CIP fund balances, AFD Checkbook/Savings balances, etc.

Zach Zierden, President, and Kevin Spohn, Treasurer, Albany Fire Department Relief Association appeared before the Board to present the December 31, 2021 Audit as prepared by Schlenner Wenner & Company, the departments auditor. Mr. Spohn informed the board ending 2021, the association was 204% funded with a \$1,016,000+/- pension fund balance. Mr. Spohn noted the firemen retirement per year of service is \$2,500 and the pension can support a \$300 increase or \$2,800 per year of service. Mr. Greer questioned what actions would need to take place if the total pension liability drops below 100%. Mr. Spohn informed the board as far as he can recall, the fund balance has always been above 100%. Mr. Laing questioned how many firemen qualify for retirement at the end of the year. Mr. Winkels noted two or three firemen, but only one meets the qualifications such as age and years of service. Mr. Stommes questioned if there are survivor benefits included in the plan. Mr. Zierden noted each fireman provides beneficiary information and the retirement schedule is reviewed annually. After due discussion, a motion was made by John Greer and seconded by Dan Stommes to approve a \$300 increase or \$2,800 per year of service. All voted for the motion and it carried.

Mr. Muellner, Secretary, informed the Board there were 145 calls for services from January – June 2022.

Mr. Winkels informed the board of the following:

- A \$253,000 Loan Agreement was executed between the department and Stearns Cooperative Electric Association for the 2021 Rosenbauer Fire Engine/Pumper. First payment due December 15, 2022 and the final payment due December 15, 2031 (10-years).
- 2001 Aerial Fire Truck was delivered and purchased for \$15,000. Firemen are training on truck and when completed the truck will be put in service.
- City council approved the departments request to construct 8-10 off street parking stalls on the south side of the fire hall or Midland Avenue. The flag pole will be relocated. Three parking stalls will be available to the public for daily parking between the hours of 6AM and 6PM with appropriate signs. NO overnight parking. 90-degree parking stalls. Improvement to be paid for by the department. No objection by board of proposed improvement.
- Firemen attendance record for drills, meetings, calls.

The Board took notice of the following proposed 2023 Albany Fire Department Budget:

<u>ITEM</u>	<u>2022</u>	<u>2023</u>
Part-time employee wages	\$82,400	\$84,000
Training and Instruction	\$6,700	\$6,700
Workers Compensation	\$12,000	\$12,000
Relief	\$51,500	\$51,500

Office Supplies	\$2,900	\$2,900
Legal Fees	\$150	\$150
Telephone	\$2,300	\$2,300
Legal Notices Publications/Dues	\$3,500	\$3,500
General Liability Insurance	\$10,000	\$11,000
Electric Utilities	\$3,100	\$3,100
Gas Utilities	\$2,600	\$2,600
Repairs/Maintenance Building	\$10,000	\$15,000
Repairs/Maintenance Equipment o/m	\$30,000	\$30,000
Capital Investment Fund	\$30,746	\$30,746
Other Equipment/New	\$5,000	\$5,000
Total:	\$252,896	\$261,418

Mr. Winkels noted the proposed increase includes some deferred maintain to the building which may include future exterior improvements to the metal siding. Mr. Schneider informed the board the budget is a 3.36% increase. After due discussion, a motion was made by Dan Stommes and seconded by Scot Laing to approve the 2023 Budget in the amount of \$261,418. All voted for the motion and it carried.

Mr. Winkels also updated the Board on the following:

- Farm Safety Exercise to be held October 8th at Albany Area Schools
- No response FEMA grant application: large hoses, nozzles
- Mn Department of Natural Resources (DNR) 50/50 grant submitted for truck equipment denied.
- Annual Albany/Avon Fire Department Golf Tournament to be held on Monday, August 8th at the Albany Golf Club. Over the past 20-years, the event has raised \$739,000!

Chairman Tom Kasner adjourned the meeting at 7:35 PM.

Tom Schneider
Clerk/Adm.



320-845-4244
P. O. Box 370
Albany, Minnesota 56307

RESOLUTION NO. 2022-32

BE IT RESOLVED, that the City of Albany enter into a Commercial Lease No. 73142 with the State of Minnesota; and

FURTHER RESOLVED, that authorization to execute the attached Agreement and any amendments thereto is hereby given to the Mayor; and

Passed and adopted by unanimous vote of the city council this 3rd day of August, 2022.

Tom Kasner, Mayor

Tom Schneider, Clerk/Adm.

(SEAL)

Minnesota Department of Transportation District 3
7694 Industrial Park Road Baxter., MN 56425-8096
218-828-5700

PARCEL: 7311 (52=003) 902 0085

LEASE NO. 73142
MnDOT Contract NO. 1051264

COMMERCIAL LEASE

THIS LEASE is made between the State of Minnesota, Department of Transportation ("Landlord"), and the City of Albany ("Tenant").

Mail lease to: City Administrator, City of Albany, P.O. Box 370, Albany, MN 56307

IT IS AGREED:

1. In consideration of payment of the rent hereinafter specified to be paid by Tenant, and the covenants and agreements herein contained, Landlord hereby leases to Tenant that certain property ("Premises") in the County of Stearns, State of Minnesota, described as follows:

Address of Premises: 500 Church Ave Albany, MN 56307

Type of Premises: Commercial Vacant Land

Legal Description: See Exhibit A attached hereto and by this reference incorporated herein.

Final execution of this lease is subject to review and concurrence by the Federal Highway Administration (FHWA). Should such concurrence be denied or rescinded, the lease shall be subject to cancellation as set forth in Section 7 CANCELLATION.

This Lease includes improvements, if any, and is in effect for the term of 5 Years commencing on June 1, 2022, and continuing through May 31, 2027, with the right of termination in both Landlord and Tenant as hereinafter set forth.

2. RENT. Tenant shall pay to Landlord as rent for the Premises the sum of Five Hundred and No/100 Dollars (\$500.00), in five (5) equal annual payments of One Hundred and No/100 Dollars (\$100.00) each. Such rent is due and payable by the Tenant to the Landlord on September 30, 2022, and on June 1st of each year thereafter during the term.

Rent payments are to be mailed or delivered to Landlord's finance office as follows:

Department of Transportation
Office of Financial Management
Accounting Department
395 John Ireland Boulevard – Mail Stop 215
St. Paul, Minnesota 55155

Make checks payable to:
Commissioner of Transportation

3. **USE OF PREMISES.** Tenant shall use the Premises for the following purpose only: the operation and maintenance of a golf course fairway and for no other use whatsoever.

It shall be the sole responsibility of Tenant to comply with all laws, regulations, or ordinances imposed by any jurisdiction governing the use of the Premises. Failure to comply will not relieve Tenant of the obligation to pay rent. Tenant's use of the Premises must not interfere with the public's use of any adjacent highway.

Tenant at its sole cost and expense, agrees to comply with, and provide and maintain the Premises in compliance with all applicable laws, rules, ordinances, and regulations issued by any federal, state, or local political subdivision having jurisdiction and authority in connection with the Premises including the Americans with Disabilities Act ("ADA"). If the Premises are not in compliance with the ADA or other applicable laws Landlord may enter the Premises and perform such obligation without liability to Tenant for any loss or damage to Tenant thereby incurred, and Tenant shall pay Landlord for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of Landlord's invoice.

Signs or displays will be restricted to those indicating proprietorship and type of activities conducted on the Premises and will be subject to regulation by Landlord and the Federal Highway Administration as to number, size, location, and design.

4. **MAINTENANCE AND REPAIRS.** Tenant shall keep the Premises in good condition at Tenant's own expense and shall not call on Landlord to make any improvements or repairs.
5. **CHARGES AND EXPENSES.** Tenant shall pay when due all utility charges and any other charges or expenses connected with Tenant's use of the Premises.
6. **NOTICES.** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally on Landlord or Tenant, or when made in writing and deposited in the United States Mail and addressed as follows: To Tenant at the mailing address above stated and to Landlord, Department of Transportation, Office of Land Management, Transportation District 3 - 7694 Industrial Park Road, Baxter, MN 56425-8096. The address to which notices are mailed may be changed by written notice given by either party to the other.

7. CANCELLATION. This Lease shall be subject to cancellation by either party at any time during the term hereof by giving the other party notice in writing at least ninety (90) days prior to the date when the cancellation will become effective. Furthermore, this Lease shall be subject to cancellation by Landlord if the Premises become needed for highway purposes (as determined solely by Landlord) by giving Tenant notice in writing at least thirty (30) days prior to the date when the cancellation will become effective. In the event of cancellation any unearned rent paid by Tenant will be returned.

Tenant hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees, and compensation arising from or related to any cancellation or termination of this Lease by Landlord, including any cancellation or termination for highway purposes (as determined solely by the Landlord). Tenant agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees, and compensation based upon the existence, cancellation, or termination of the Lease. Tenant agrees not to sue or institute any legal action against Landlord based upon any of the claims released in this paragraph.

8. INDEMNIFICATION AND RELEASE. Notwithstanding anything to the contrary in this Lease, Tenant shall indemnify, hold harmless, release and defend Landlord (with the approval of the State's Office of the Attorney General) Landlord and Landlord's employees from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Tenant and Tenant's property) occurring on the Premises and connected with Tenant's use and occupancy of the Premises, regardless of whether such injury, death, loss, or damage is caused in part by:

- (i) the negligence of Landlord or
- (ii) is deemed to be the responsibility of Landlord,

because of its failure to supervise, inspect, or control the operations of Tenant or otherwise discover or prevent actions or operations of Tenant giving rise to liability to any person.

If any negligence or responsibility of Landlord is unrelated to Tenant's occupancy or use of the Premises, Tenant will not be obligated to indemnify and hold harmless as set forth above.

Landlord's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736.

9. INSURANCE. The Tenant is governed by the Minnesota League of Cities Insurance Trust and will be insured for liability and workers compensation.

- 9.1 Tenant shall maintain during the full term of this Lease commercial general liability insurance or equivalent form including Premises-Operations Liability, Products/Completed Operations Liability (if applicable), Contractual Liability, and Fire Legal

Liability with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it will be equal to or greater than \$2,000,000 and apply separately to this Lease.

- 9.2 The insurance shall name the State of Minnesota as an Additional Insured with respect to performance of the Lease.
- 9.3 This insurance shall be primary with respect to any insurance or self-insurance programs covering Landlord, its officers, and employees.
- 9.4 Tenant shall maintain during the full term of this Lease workers' compensation insurance with statutory limits and employers' liability insurance with limits not less than \$100,000 bodily injury by disease per employee, \$500,000 bodily injury by disease aggregate and \$100,000 bodily injury by accident.

If Minnesota Statute 176.041 exempts Tenant from Workers' compensation insurance or if the Tenant has no employees in the State of Minnesota, Tenant must provide a written statement, signed by the authorized signer of the contract, stating the qualifying exemption that excludes Tenant from MN Workers' Compensation requirements.

If during the course of the contract the Tenant becomes eligible for Workers' Compensation, the Tenant must comply with the Worker's Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

If Tenant receives a cancellation notice from an insurance carrier affording coverage herein Tenant agrees to notify the Landlord within five (5) business days with a copy of the cancellation notice, unless Tenant's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the Landlord.

An Umbrella or Excess Liability insurance policy may be used to supplement the policy limit to satisfy the full policy limits required by the Lease.

10. FIRE INSURANCE. The Tenant will not be required to keep the Premises insured against a structure fire. Tenant shall make no claim against Landlord arising out of any loss to the Premises
11. RIGHT TO ENTER. Tenant shall allow Landlord and Landlord's contractors and authorized licensees, and FHWA to enter upon the Premises for any purpose including: to survey the land; to take soil borings; to perform utility relocation or repair work, to perform any other work, which is preparatory to a highway construction project; to perform non-emergency routine maintenance to existing highway facilities and appurtenances; and to make emergency repairs required for highway safety. If there is a Landlord owned bridge above or adjacent to any part of the Premises, Tenant shall allow Landlord and Landlord's contractors and authorized licensees to enter upon the Premises to inspect,

maintain, and repair the bridge and its structural supports. Landlord and Landlord's contractors and authorized licensees shall coordinate with Tenant to determine the location of all sub-surface appurtenances and utilities and to minimize disruption of the Tenant's use of the Premises. Before entering the Premises for any of the purposes under this paragraph, Landlord will make a reasonable effort to notify Tenant, provided, however, that in case of an emergency affecting highway safety (the existence of which will be determined solely by Landlord), Landlord or its representatives may enter without notice to Tenant. Tenant will have no claim against Landlord based upon Landlord's entry onto the Premises for any purpose.

12. ADJACENT HIGHWAY FACILITY. Tenant shall not permit the storage of any substance or material on the Premises which may create a fire hazard to the adjacent highway facility (including any overhead bridge and its structural supports). If Landlord determines that Tenant is using the Premises in such a way as to create a danger to the adjacent highway facility or the traveling public thereon, and if, upon receiving notice, Tenant does not immediately remedy the danger to the satisfaction of Landlord, then Landlord may immediately cancel this Lease and take possession of the Premises. Any requirement for giving notice of cancellation set out elsewhere in this Lease will not apply to cancellation under this section. Unearned rent paid by Tenant will be returned.

If a part of the Premises is situated under or adjacent to a highway bridge, Tenant acknowledges that Landlord's plowing and sweeping of the bridge may cause snow, ice, sand, or road sweepings to be pushed off the sides of the bridge or otherwise expelled off the bridge, falling onto the Premises. Tenant agrees that this risk is specifically included in the Tenant's indemnification and release of Landlord appearing elsewhere in this Lease.

13. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Premises.

14. CIVIL RIGHTS ACT. The Tenant for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Premises described in this Lease for a purpose for which a Landlord activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such improvements in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency (LEP) will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

15. DEFAULT BY TENANT - LANDLORD'S REMEDIES. The following occurrences are "events of default":

- (a) Tenant defaults in the due and punctual payment of rent, and such default continues for five (5) days after notice from Landlord; however, Tenant will not be entitled to more than one notice for default in payment of rent during any twelve month period, and if, within twelve months after any such notice, any rent is not paid when due, an event of default shall have occurred without further notice.
- (b) Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after notice by Landlord to Tenant.

At any time after the occurrence of either of the above events of default, Landlord may terminate this Lease upon giving written notice to Tenant and may then re-enter and take possession of the Premises in such manner as allowed or provided by law. Tenant shall pay Landlord all costs and expenses, including attorney's fees, in any successful action brought by Landlord to recover unpaid rent, or to recover damages for breach of any of the other covenants, agreements, terms, or conditions which this Lease requires Tenant to perform, or to recover possession of the Premises.

- 16. **HOLDING OVER.** If Tenant remains in possession of the Premises after the end of this Lease with the consent of Landlord, express or implied, Tenant shall occupy the Premises as a Tenant from month to month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the term.
- 17. **MOVING OUT.** At the expiration or sooner termination of this Lease, Tenant shall leave the Premises in as good condition as when delivered to Tenant (except for ordinary wear and any loss covered by insurance payment to Landlord).
- 18. **SALE OR TRANSFER OF PREMISES.** If Landlord sells or transfers the Premises, Landlord's liability for the performance of its covenants under this Lease shall end on the date of the sale or transfer, and Tenant shall look solely to the purchaser or transferee for the performance of those covenants.
- 19. **RELOCATION ASSISTANCE:** Persons, businesses, farms, non-profit organizations, and other entities (hereinafter collectively referred to as Tenant) displaced by cancellation or termination of this Lease, or by moving out prior to cancellation or termination of this Lease, are not classified as "displaced persons" and are not eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and its amendments. By signing this Lease, TENANT acknowledges and agrees that they are not a displaced person.
- 20. **HAZARDOUS SUBSTANCES OR POLLUTANTS OR CONTAMINANTS.** Tenant shall not cause or permit any hazardous substance or pollutant or contaminant to be used, generated, stored, or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors, or invitees. If the Tenant causes or allows the Premises to become contaminated in any manner by hazardous substances or pollutants or

contaminants, during the term of this Lease, Tenant shall indemnify and hold harmless the Landlord in accordance with Section 8 of this Lease. This indemnification is intended to, and shall, survive the termination of this Lease. Without limitation of the foregoing, if Tenant causes or permits the presence of any hazardous substance or pollutant or contaminant on the Premises, and that presence results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions approved by the Landlord to return the Premises to a condition that is in accordance with all applicable Federal, State and Local regulations.

21. PREVIOUS LEASE TERMINATED. Landlord and Tenant have heretofore entered into that certain Lease dated August 2, 2017, for Premises located along I-94 as further described in said Lease; in consideration of the letting of the Premises demised herein, Landlord and Tenant agree that the aforementioned Leased dated August 2, 2017, shall be cancelled and terminated effective May 31, 2022. It is specifically understood and agreed that such termination shall in no way eliminate any liabilities of either Landlord or Tenant which arise prior to such termination date as defined above.
21. ENTIRE AGREEMENT. This Lease contains the entire agreement between Landlord and Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those which are set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease.

TENANT, THE CITY OF ALBANY

Signature _____

Print Name _____

Title _____ Date _____

Signature _____

Print Name _____

Title _____ Date _____

**LANDLORD, STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COMMISSIONER OF TRANSPORTATION**

By _____

Date _____

Approved as to form and execution

OFFICE OF CONTRACT MANAGEMENT

By _____

Title _____

Date _____

