

NOTICE OF ALBANY CITY COUNCIL MEETING

There will be a 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, February 17, 2016, 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 February 3rd
5. Open Forum/Public comment
6. Albany Girl Scouts – present request for Girl Scout Proclamation March 6-12th.
7. David Drown, David Drown Associates – discuss tax parcels in the Whispering Oaks at Two River subdivision that have been forfeited to the State of Minnesota and request by Stearns County Auditor's office to schedule properties for a public auction.
8. Deb Haus, Stearns County Assessor's Office, the City Assessor - present information relating to 2016 property assessment for property taxes payable in 2017
9. Jeremy Mathiasen, City Engineer – present Resolution 2016-07 approving Plans and Specifications and setting bid date for 5th Street Roadway and Utility Improvements
-project updates
-Stantec Professional Services Agreement
10. Joe Mergen, Public Works Supervisor
11. Laurie Dingmann, Park Board and Community Education Liaison
12. John R. Harlander, Street Department and Albany Township Liaison
13. Tom Kasner, Fire Department, EDA Board, and Equipment
14. Ozzie Carbajal, Police Chief – request to advertise surplus property (car)
15. John Greer, Police Department and Planning Commission
16. Daron Gersch, Utility Department and Albany Golf Club (AGC)
17. Tom Schneider, Clerk/Adm. – present request by Mother of Mercy Foundation for Temporary On-sale liquor license for annual Wine and Dine fundraiser
18. Mayor's announcements and letters
19. Announce next meeting date and adjourn

Tom Schneider
Clerk/Adm.



320-845-4244
320-845-2346 Fax
www.ci.albany.mn.us
email: albanycity@albanytel.com
P. O. Box 370
Albany, Minnesota 56307

PROCLAMATION GIRL SCOUT WEEK

WHEREAS, March 12th, marks the 104 anniversary of Girl Scouts of the USA, founded by Juliette Gordon Low in 1912 in Savannah, Georgia; and,

WHEREAS, throughout its distinguished history, Girl Scouting has inspired millions of girls and women with the highest ideals of courage, confidence, and character; and,

WHEREAS, through the Girl Scout leadership experience girls develop the skills and lessons that will serve them a lifetime so that they may contribute to their communities; and,

WHEREAS, Girl Scouting takes an active role in increasing girls' awareness of the opportunities available to them today in math, science, sports, technology, and other fields that can expand their horizons; and,

WHEREAS, more than 2.8 million current Girl Scout members nationwide will be celebrating 104 years of this American tradition, with 59 million American women who are former Girl Scouts and living proof of the impact of this amazing Movement;

NOW, THEREFORE, I Daron Gersch, by virtue of the authority vested in me as Mayor of the City of Albany, do hereby applaud the commitment Girl Scouting has made to support the leadership development of America's girls and proudly proclaim the week of March 6-12, 2016, as Girl Scout Week.

Mayor Daron Gersch

(SEAL)



COUNTY OF STEARNS

Office of the County Auditor-Treasurer

Administration Center Rm 148 • 705 Courthouse Square • St. Cloud, MN 56303

320-656-3900 • FAX 320-656-3916

Randy R. Schreifels, County Auditor - Treasurer

RI-POD

February 3, 2016

To: Local Township/City

From: Steve Holthaus

Enclosed you will find a list of tax parcels that forfeited to the State of Minnesota for non-payment of Real Estate Taxes last fall along with property information forms. In preparation of these properties for a public auction we are looking for your approval of classification per state statute 282.01. The appraised price will be the opening bid at the auction which will be set at a later date. The property information forms are for the public so that they can make a more informed decision when purchasing a tax forfeited property. Please complete, sign and return the information forms along with the classification approval form.

If you have any questions please feel free to contact me at steve.holthaus@co.stearns.mn.us or 320-656-3904. Thank you.



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February 3, 2016

PLEASE SIGN AND RETURN IMMEDIATELY SO THAT WE CAN SCHEDULE OUR SALE AS SOON AS POSSIBLE FOLLOWING STATE APPROVAL. Also enclosed is a property information form that needs to be completed so that we can provide as much information to perspective buyers. Thank you.

Whereas, the County Board of Stearns County, Minnesota, has classified the following described forfeited lands as non-conservation lands and al ordered the following tract (s) to be sold at public sale thereof, in accordance with Minnesota Statutes, Chapter 282.01 to wit:

City of Albany

Pin	Section	Township	Range	Legal Description	Appraised Price
40.25655.0001	22	125	31	Lot 002 Block 001 of WHISPERING OAKS AT TWO RIVER	\$ 10,000.00
40.25655.0003	22	125	31	Lot 004 Block 001 of WHISPERING OAKS AT TWO RIVER	\$ 7,000.00
40.25655.0005	22	125	31	Lot 006 Block 001 of WHISPERING OAKS AT TWO RIVER	\$ 7,000.00
40.25655.0006	22	125	31	Lot 007 Block 001 of WHISPERING OAKS AT TWO RIVER	\$ 7,000.00
40.25655.0011	22	125	31	Lot 012 Block 001 of WHISPERING OAKS AT TWO RIVER	\$ 9,000.00
40.25655.0015	22	125	31	Lot 016 Block 001 of WHISPERING OAKS AT TWO RIVER	\$ 6,000.00
40.25655.0016	22	125	31	Lot 017 Block 001 of WHISPERING OAKS AT TWO RIVER	\$ 6,000.00
40.25655.0017	22	125	31	Lot 018 Block 001 of WHISPERING OAKS AT TWO RIVER	\$ 6,000.00
40.25655.0018	22	125	31	Lot 019 Block 001 of WHISPERING OAKS AT TWO RIVER	\$ 7,000.00
40.25655.0021	22	125	31	Lot 022 Block 001 of WHISPERING OAKS AT TWO RIVER	\$ 6,000.00
40.25655.0027	22	125	31	Lot 002 Block 003 of WHISPERING OAKS AT TWO RIVER	\$ 7,000.00
40.25655.0028	22	125	31	Lot 003 Block 003 of WHISPERING OAKS AT TWO RIVER	\$ 7,500.00
40.25655.0031	22	125	31	Lot 006 Block 003 of WHISPERING OAKS AT TWO RIVER	\$ 9,000.00
40.25655.0032	22	125	31	Lot 007 Block 003 of WHISPERING OAKS AT TWO RIVER	\$ 8,500.00
40.25655.0033	22	125	31	Lot 008 Block 003 of WHISPERING OAKS AT TWO RIVER	\$ 7,500.00
40.25655.0034	22	125	31	Lot 009 Block 003 of WHISPERING OAKS AT TWO RIVER	\$ 7,000.00
40.25655.0035	22	125	31	Lot 010 Block 003 of WHISPERING OAKS AT TWO RIVER	\$ 6,000.00
40.25655.0036	22	125	31	Lot 011 Block 003 of WHISPERING OAKS AT TWO RIVER	\$ 7,500.00
40.25655.0038	22	125	31	Lot 013 Block 003 of WHISPERING OAKS AT TWO RIVER	\$ 10,500.00
40.25655.0044	22	125	31	Lot 003 Block 004 of WHISPERING OAKS AT TWO RIVER	\$ 6,500.00
40.25655.0045	22	125	31	Lot 004 Block 004 of WHISPERING OAKS AT TWO RIVER	\$ 6,000.00
40.25655.0046	22	125	31	Lot 005 Block 004 of WHISPERING OAKS AT TWO RIVER	\$ 7,500.00
40.25655.0050	22	125	31	Lot 004 Block 005 of WHISPERING OAKS AT TWO RIVER	\$ 9,500.00
40.25655.0052	22	125	31	Lot 006 Block 005 of WHISPERING OAKS AT TWO RIVER	\$ 8,000.00
40.25655.0053	22	125	31	Lot 007 Block 005 of WHISPERING OAKS AT TWO RIVER	\$ 8,000.00
40.25655.0054	22	125	31	Lot 008 Block 005 of WHISPERING OAKS AT TWO RIVER	\$ 8,500.00
40.25655.0056	22	125	31	Lot 010 Block 005 of WHISPERING OAKS AT TWO RIVER	\$ 7,000.00
40.25655.0059	22	125	31	Lot 013 Block 005 of WHISPERING OAKS AT TWO RIVER	\$ 11,000.00
40.25655.0061	22	125	31	Lot 015 Block 005 of WHISPERING OAKS AT TWO RIVER	\$ 9,000.00
40.25655.0065	22	125	31	Lot 004 Block 006 of WHISPERING OAKS AT TWO RIVER	\$ 9,000.00
40.25655.0077	22	125	31	Lot 003 Block 007 of WHISPERING OAKS AT TWO RIVER	\$ 9,000.00
40.25655.0082	22	125	31	Lot 008 Block 007 of WHISPERING OAKS AT TWO RIVER	\$ 9,000.00
40.25655.0083	22	125	31	Lot 009 Block 007 of WHISPERING OAKS AT TWO RIVER	\$ 9,500.00
40.25655.0084	22	125	31	Lot 010 Block 007 of WHISPERING OAKS AT TWO RIVER	\$ 7,500.00

The governing body of the City of Albany after due investigation do hereby approve the classification as made by the County Board of Stearns County and also approve the sale of such lands according to law.

Dated this _____ day of _____,

City of Albany Mayor

RESOLUTION 2016-07
RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS
5th Street Roadway and Utility Improvements

WHEREAS, Stantec Consulting Services Inc, St. Cloud, MN, the engineer for the City of Albany, Minnesota (the "City") has prepared the final plans and specifications for the 5th Street Roadway and Utility Improvements (the "Improvement").

NOW THEREFORE, BE IT RESOLVED by the City Council, as follows:

1. Such plans and specifications are hereby approved and are placed on file in the office of the Administrator/Clerk-Treasurer.
2. The Administrator/Clerk-Treasurer is hereby directed to publish an advertisement for bids in the official newspaper and in a recognized industry trade journal, on the Improvement to be given in substantially the form set forth on Exhibit A attached hereto.
3. The advertisement shall be published at least once, not less than three weeks before the date set for opening of bids.

Adopted by the City Council this 17th day of February, 2016.

Daron Gersch, Mayor

Tom Schneider, Clerk/Adm.

(S E A L)

EXHIBIT A

**NOTICE OF ADVERTISEMENT FOR BIDS
FOR CITY OF ALBANY, MINNESOTA**

Notice is hereby given that the City Council (the "City Council") of the City of Albany, Minnesota (the "City"), will receive bids at the City Hall, 400 Railroad Avenue, Albany, Minnesota, until 11:00 a.m., on March 17, 2016, at which time they will be publicly opened and tabulated for consideration by the City Council at a subsequent meeting, for the making of the following improvement under Minnesota Statutes, Section 429:

General nature of improvement:	Installation of underground utilities, grading and bituminous street construction.
Proposal Forms:	All bids shall be made in the form prescribed by the City and shall be accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the order of the City for not less than 5 (five) percent of the amount bid.
Rejection of bids:	The City Council reserves the right to reject all bids.
Plans and Specifications:	Digital copies of the plans and specifications will be available for download and purchase at www.questcdn.com and will be available for viewing at City Hall or at the office of Stantec Consulting Services Inc, St. Cloud.

Tom Schneider
Ckerk/Adm.

Published in the Albany Enterprise on February 24th, March 2nd, and March 9, 2016.

5th Street Roadway and Utility Improvements

PLANS AND SPECIFICATIONS (Final)

To be added to packet for website on Tuesday, February 16th.

Tom Schneider
Clerk/Adm.

To:	Mr. Tom Schneider and Albany City Council City of Albany	From:	Jeremy Mathiasen St. Cloud Office
File:	193801690	Date:	February 11, 2016

Reference: Engineering Update for the 2/17/16 Council Meeting

Railroad Avenue Improvements

Conversations with the Contractor this week pointed towards having their closeout paperwork back from the State on or about the date of the upcoming council meeting. If the information arrives on Monday or Tuesday we will present the final payment application at the meeting. If the Contractor doesn't deliver the materials in time they will be held for the 3/2/16 meeting.

2015 Capital Improvements

Sewer televising should be taking place in the next two weeks, and we are coordinating this work with the public works department and Mr. Kasner.

We met at the golf course earlier this week to review the ground water seepage that is surfacing near the #9 tee boxes. It was discussed with Public Works and Mr. Kasner that the most cost efficient approach would likely be to trench in drain tile from the affected area to the nearby creek area. We will be soliciting some feedback and a quote from a local contractor with hopes that the groundwater can be addressed prior to the spring and the re-opening of the course.

5th Street Roadway and Utility Improvements

The intent is to approve the plans and specifications at the upcoming council meeting and authorize the advertisement of bids. The resolution is included in your packets and the proposed bid opening date is Thursday, March 17th.

1st Street (TH 238) Utility Improvements

The Feasibility study is nearing completion and we are planning to review it with staff the week of February 22nd, and present the feasibility study at your March 2nd council meeting.

If anyone has any project related or general questions feel free to contact me before the meeting or anytime. Jeremy – 320.529.4366 – Jeremy.mathiasen@stantec.com



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective February 3, 2016 (the "Agreement Date") by and between:

"CLIENT"

Name: CITY OF ALBANY, MN
Address: 400 Railroad Avenue, PO Box 370, Albany, MN, 56307
Phone: 320.845.4244 Fax: 320.845.2346
Representative: Mr. Tom Schneider, City Clerk/Administrator

"STANTEC"

Name: STANTEC CONSULTING SERVICES INC.
Address: 3717 23rd Street South, St. Cloud, MN 56301
Phone: 320.251.4553 Fax: 320.251.6252
Representative: Jeremy Mathiasen, Associate

PROJECT NAME (the "PROJECT"):

5th Street Roadway & Utility Improvements

DESCRIPTION OF WORK: STANTECSTANTEC shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTECSTANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTECSTANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with STANTECSTANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTECSTANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to STANTECSTANTEC in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTECSTANTEC all relevant information or data pertinent to the PROJECT which is required by STANTECSTANTEC to perform the SERVICES. STANTECSTANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTECSTANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTECSTANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTECSTANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTECSTANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTECSTANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTECSTANTEC and whenever prompt action is necessary shall inform STANTECSTANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTECSTANTEC's entry to the PROJECT site as well as other public and private property as necessary for STANTECSTANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTECSTANTEC in the performance of the SERVICES.

STANTECSTANTEC's RESPONSIBILITIES: STANTECSTANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTECSTANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTECSTANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTECSTANTEC's performance. There are no other representations or warranties expressed or implied made by STANTECSTANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTECSTANTEC nor shall STANTECSTANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTECSTANTEC's reasonable control. STANTECSTANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTECSTANTEC from any demands, claims, suits or actions of third parties arising out of STANTECSTANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTECSTANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTECSTANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTECSTANTEC from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay STANTECSTANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTECSTANTEC's invoices within 30 days of STANTECSTANTEC rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTECSTANTEC are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, STANTECSTANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, STANTECSTANTEC may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTECSTANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: STANTECSTANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTECSTANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTECSTANTEC, through no fault of STANTECSTANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTECSTANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractor's bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to \$1,000,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances,

STANTECSTANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTECSTANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTECSTANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTECSTANTEC. STANTECSTANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by STANTECSTANTEC or on behalf of STANTECSTANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTECSTANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTECSTANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTECSTANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTECSTANTEC. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTECSTANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTECSTANTEC. In the event STANTECSTANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTECSTANTEC, the CLIENT agrees to indemnify STANTECSTANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTECSTANTEC in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of STANTECSTANTEC, which may be withheld at STANTECSTANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of STANTECSTANTEC's standard form reliance letter.

STANTECSTANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTECSTANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTECSTANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTECSTANTEC's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include STANTECSTANTEC in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTECSTANTEC, the CLIENT and STANTECSTANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor STANTECSTANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: STANTECSTANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTECSTANTEC will refer any request for access to or correction of

personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTECSTANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTECSTANTEC or any of STANTECSTANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTECSTANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTECSTANTEC. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: if any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTECSTANTEC.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

CITY OF ALBANY, MN

**STANTEC CONSULTING SERVICES INC. STANTEC
CONSULTING SERVICES INC.**

Daron Gersch, Mayor
Print Name and Title

Jeremy Mathiasen, Associate
Print Name and Title

Signature _____

Signature Jeremy Mathiasen

Tom Schneider, City Clerk/Administrator
Print Name and Title

Keith Yapp, Principal
Print Name and Title

Signature _____

Signature Keith Yapp



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the AGREEMENT BETWEEN:

CITY OF ALBANY, MNCITY OF ALBANY, MN

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC. STANTEC CONSULTING
SERVICES INC.

(hereinafter called "STANTECSTANTEC")

EFFECTIVE: February 3, 2016

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: STANTECSTANTEC shall perform the following SERVICES:

Field Survey / Preliminary Design / Feasibility Study: this task shall include the clarification of the project area, consultation with the City to confirm the proposed utility improvements, the coordination of one-call utility locates, a complete field survey of the existing roadway, right of way, the front building corners, and existing utilities. Once the necessary data is collected the information will be utilized to prepare the necessary CAD base drawing. The feasibility report will include a summary of the proposed work, the project extents, the design considerations that facilitated the report and the questions that will need to be addressed during the final design, an estimate of project costs, a summary of estimated project finances and amounts to be assessed, and a final recommendation. This task also includes the preparation of the feasibility presentation to the City Council. *Deliverables include the final Feasibility Study and the feasibility presentation documents.*

Final Design: this task shall include the final design project calculations, the preparation of bid documents including plans and specifications consistent with City standards, a 90% review meeting with City staff and corresponding revisions. This task will also include the preparation of the MPCA NPDES permit application (permit fees paid by the Owner). *Deliverables include a 90% review plan, final construction plans and specifications for bidding.*

Bidding: Stantec will assist the City with the advertisement documents (City to publish notifications), answer questions from potential bidders, assist in the bid opening, review the bids for accuracy, Stantec will prepare a bid summary and award recommendation to the City Council. *Deliverables include the bid summary and award recommendation letter.*

Assessments: Stantec will prepare the assessment roll based upon the City's existing assessment policy. This work will include one review meeting with the City and associated revisions, and the preparation of the assessment hearing presentation. *Deliverables include the final assessment roll and presentation materials.*

Construction Administration: Stantec will coordinate the preconstruction meeting with the City and the Contractor, monitor the project budget and prepare partial payment vouchers for the Contractor, coordinate and lead weekly construction meetings with the Contractor and City representatives, alert the City to changes in the project conditions in a timely fashion, solicit competitive bids for the City from material testing companies, take and respond to questions from the public during the project and assist with the project final inspection and closeout process. *Deliverables include the MPCA NPDES Storm water permit submittal, monthly project summaries to the City and Council, payment vouchers, and meeting minutes.*

Construction Observation: Stantec will provide full time on site observation unless directed otherwise by the City. On site representative will coordinate construction staking, material testing coordination, keep a daily project diary, and respond to questions from property owners and the City during construction. Stantec's field representative will also be responsible for preparing the project punch list for remaining work and the work that has not been accepted. *Deliverables include a preliminary and final punch list.*

Construction Staking: Construction staking will be provided by Stantec personnel to establish line and grade for the construction of the project bid items. Staking scheduling will be coordinated by the project engineer or the engineer's representative.

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Record Plans: A post construction survey of the manholes, hydrants, valves, catch basins, and service curb boxes will be completed in the field for incorporation into the project record plans. Stantec will prepare the record plans in accordance with past Albany improvement projects. This task will also include updating the City's GIS utility mapping files. *Deliverables will include two hard copies and one electronic copy for the City's files.*

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: February 2, 2016
Estimated Completion Date: June 30, 2017

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTECSTANTEC as follows:

Project time will be billed on an hourly basis in accordance with the Stantec Rate schedule on file with the owner. Final project costs may vary (higher or lower) depending on project delays outside of Stantec's control such as weather impacts and the Contractor's schedule / progress. The estimated engineering costs for the project are shown below:

• Field Survey / Preliminary Design / Feasibility Study	\$23,900.00
• Final Design	\$76,500.00
• Bidding	\$3,000.00
• Assessments	\$5,400.00
• Construction Administration	\$31,900.00
• Construction Observation	\$65,500.00
• Construction Staking	\$27,000.00
• Record Plans	\$6,500.00

Total Estimated Engineering costs for the 5th Street Improvements of \$239,700

Project specific charges, such as sub consultants; travel accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs, and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTECSTANTEC with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTECSTANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

Items not currently included in the scope of services include: soil boring investigation or coordination, payment for material testing during construction, permit application fees, or publishing expenses.

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

2016 Stantec Rate Table

INSURANCE
REQUIREMENTS

Before any services are provided under this agreement, STANTECSTANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTECSTANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTECSTANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

\$15.00

No. 2016-01

TEMPORARY "ON SALE" LIQUOR

LICENSE GRANTED TO

Mother of Mercy Foundation

FOR CONSUMPTION ON THE PREMISES LOCATED AT

151 2nd Street South

**IN THE CITY OF ALBANY,
COUNTY OF STEARNS,
STATE OF MINNESOTA,**

**For the period commencing
May 7, 2016, and terminating on
May 7, 2016 at Midnight**

This license is granted pursuant to application and payment of fee therefore and is subject to all the provisions and conditions of the laws of the State and of the Federal Government pertaining to such sale, and is revocable for the violation thereof. Not transferable.

WITNESS THE GOVERNING BODY of the City of Albany and the seal thereof this 17th day of February, 2016.

By _____
Daron Gersch, Mayor

Attest: _____
Tom Schneider, Clerk/Adm.

(S E A L)



Stearns County Parks • 1802 Co. Rd. 137
Waite Park, MN 56387 • 320/255-6172 • Fax 320/255-6177

MEMO

TO: City Clerks/Administrators
FROM: Pete Theismann, Parks Director
DATE: February 8th, 2016
RE: Public Hearing regarding amendments to Stearns County Parks and Trails Ordinances #511 and #510.

NOTICE OF PUBLIC HEARING AND NOTICE OF INTENT TO ENACT AN ORDINANCE

AMENDMENT OF THE COUNTY PARKS AND RECREATIONAL TRAILS ORDINANCES

Pursuant to Minnesota Statutes, Chapter 394 and Chapter 375, notice is hereby given that the Stearns County Board of Commissioners, in and for the County of Stearns, shall conduct a public hearing to consider enactment of Ordinance Number 524 (Parks) and 525 (Trails), Ordinances amending Parks and Trails Ordinance, 511 and 510 respectively.

The Stearns County Board of Commissioners will conduct a public hearing beginning at 9:45 a.m., Tuesday, March 1st, 2016 to listen to input on proposed changes to the Stearns County Recreational Trail Ordinance as well as the Stearns County Ordinance Regulating the Use of County Parks. The proposed changes provide further protection for the environment, address the carry and conceal law in regards to park property, limits the areas in which tobacco and e-cigarettes can be used, and allows the use of approved archery equipment at designated archery ranges within the Parks and upon the Trails. The meeting will be in the County Board Room of the Stearns County Administration Center, 705 Courthouse Square, St. Cloud, MN 56303.

Copies of the proposed ordinance changes are available upon request and online at www.co.stearns.mn.us. All persons are invited to attend said public hearing or submit written testimony prior to the hearing date. Written testimony should be submitted to Pete Theismann at the Stearns County Parks Department, 1802 County Road 137, Waite Park, MN 56387 or via email to parkinfo@co.stearns.mn.us.