

**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, July 20, 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 6<sup>th</sup>
5. Open Forum/Public comment (3 to 5 minutes max.)
6. Bryan Schiffler – present petition for annexation of 25+/- acres south of the Albany Chrysler Center and Resolution 2022-31 for the orderly annexation of the property.
7. Jeremy Mathiasen, City Engineer – present the following:
  - Final Payment Voucher No. 6 for the 2021 Capital Improvements
  - Project updates
8. Reports of Boards and Department Heads
  - Keith Heitzman, Albany Golf Club Liaison – present check register and other club activities
  - John R. Harlander, Street Commissioner - discuss proposed option to construct off-street parking on south side of Fire Hall, 221 4<sup>th</sup> St.
  - Police Chief Ozzie Carbajal, Police Department
    - Performance evaluation of Patrol Officer Carter Fish at conclusion of Introductory Period. The meeting shall be closed pursuant to Minn.Stat.13D.05, Subd. 3(a) unless Officer Fish request that the meeting be open.
    - Stearns County Criminal Prosecution Contract renewal (2023-24)
  - Joe Mergen, Public Works Supervisor – update condition of drain tile for the 2020 Capital Improvement Project
  - Tom Schneider, Clerk/Adm. – present the following:
    - LG220 Exempt MN Lawful Gambling application submitted by the Albany Area Gymnastics Association to conduct a raffle.
    - Enforcement of Ordinance 75, Abandoned Motor Vehicles
9. Mayor's announcements and letters
10. Mayor to announce next regular Council meeting date (August 3) 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 6, 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 John R. Harlander and seconded by Adam Rushmeyer to approve/authorize payroll, electronic payments (900005-900009), transfers, and the payment of the following bills: Check Numbers 71912 to 71971. 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 June 15th and hearing none declared them approved.

Open forum/public comments: none

Kris Schiffler, owner of Shady's Hometown Tavern and Events Center, 451 Railroad Avenue, appeared before the council to present the following applications: 1) Large Gathering Permit, and 2) Temporary Extension of out-door liquor. Mr. Schiffler presented a site plan of an event (outdoor band-August 26th) to be held north of his building and rear alley similar to past events. Mr. Schiffler noted the event area will be fenced, two ticket gates, port-a-pots, band to end at 12:00 AM, and questioned if the rear alley will be hard surfaced prior to August 26<sup>th</sup>. Mr. Mathiasen informed the council the alley should not be an issue. After due discussion, a motion was made by Al Amdahl and seconded by Keith Heitzman to approve both applications for an outdoor band to be held north of his building and rear alley on August 26<sup>th</sup>. All voted for the motion and it carried.

Pursuant to due notice, Mayor Tom Kasner called the public hearing into session at 6:35 PM to consider objections to the proposed assessments for the 1<sup>st</sup> Street (TH 238) Intersection-Utility Improvements and 8<sup>th</sup> Street (TH #238) and Shamrock Lane Sidewalk Improvements. No property owners were present for the meeting. Mr. Mathiasen informed the council of the following: project improvements, construction schedule, proposed special assessments, methodology of calculating assessments, and turf restoration. Mr. Mathiasen noted the proposed total amount to be assessed is \$5,934.23. Mr. Mathiasen also noted the special assessments for property owners can be paid in full without interest until August 6<sup>th</sup> and if not paid by this date, interest will begin to accrue at the time of the adoption of the resolution for the final assessments calculated over a period of 5-years at 3.75% interest. Mr. Mergen questioned if the city should consider a mill and overlay for the first 150'+/- on Shamrock Lane west of 8<sup>th</sup> Street due to the poor condition of the bituminous. Mr. Mathiasen noted the estimated cost is \$25,000+/-, but can confirm the cost from the contractor at the next meeting. Mayor Tom Kasner, with the consensus of the council, directed Mr. Mathiasen to contact the contractor for a firm price for a mill and overlay which can be discussed and acted upon at the next meeting. Mayor Tom Kasner hearing no additional questions, closed the public hearing at 6:48 PM. After due discussion, a motion was made by Keith Heitzman who introduced the following resolution and moved its adoption:

RESOLUTION 2022-29  
ADOPTING FINAL ASSESSMENT ROLE  
1<sup>st</sup> Street and Railroad Avenue Intersection Improvements  
8<sup>th</sup> Street (TH#238) and Shamrock Lane Sidewalk Improvements

The motion for the foregoing resolution was seconded by John R. Harlander 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 Payment Voucher No. 2 for the 2022 Capital Improvement Project. Mr. Mathiasen noted the payment voucher includes site removals, sanitary sewer, water main, storm sewer installation and roadway construction items. After due discussion and upon recommendation from the city engineer, a motion was made by John R. Harlander and seconded by Al Amdahl to approve Payment Voucher No. 2 to Breitbach Construction Company, Elrosa, MN, in the amount of \$338,566.98. All voted for the motion and it carried.

Mr. Mathiasen also presented to the council Payment Voucher No. 1 for the 1<sup>st</sup> Street (TH238) and 8<sup>th</sup> Street (TH238) Sidewalk Improvements. Mr. Mathiasen noted the payment voucher includes site removals, storm sewer installation, and roadway construction items. After due discussion and upon recommendation from the city engineer, a motion was made by Adam Rushmeyer and seconded by Keith Heitzman to approve Payment Voucher No. 1 to Craig Bardson Excavating, Albany, MN, in the amount of \$258,371.41. All voted for the motion and it carried.

Mr. Mergen received a quote from Roto Rooter in the amount of \$6,200 to televise approximately 4,000 lineal feet of drain tile installed on the 2020 Capital Improvement Project. Mr. Mergen noted the purpose is to inspect the condition of the drain tile to confirm that the drain tile was not damaged after installation and in good working condition. After due discussion, a motion was made by John R. Harlander and seconded by Al Amdahl to authorize Roto Rooter to televise approximately 4,000 lineal feet of drain tile that was installed with the 2020 Capital Improvements at a cost of \$6,200+/- . All voted for the motion and it carried.

Mr. Mathiasen informed the council he is soliciting a quote from a local contractor to assist in establishing two emergency storm water overflows in the Trails Edge neighborhood. Mr. Mathiasen noted the work would include some minor grading and excavation and restoring an abandoned catch basin east of the overflow structure in the Trails Edge subdivision that will assist in taking extra storm water during large rain events. Mayor Tom Kasner, with the consensus of the council, directed Mr. Mathiasen to proceed to hire a local contractor if the quote received is reasonable and if not, to obtain bids for the improvements.

Mark Luostari, Inspectron, Inc., presented to the council the final draft of the Building Inspection Services Contract between Inspectron, Inc., and the City of Albany. Mr. Schneider informed the council the city attorney reviewed the contract and only recommended minimal changes. Mr. Luostari presented to the council the proposed building permit fee schedule, 1994 Uniform Building Code Table 1-A, and amendment to Appendix A Albany Schedule of Fees and Charges. After due discussion, a motion was made by Adam Rushmeyer and seconded by Keith Heitzman to authorize Mayor Tom Kasner to execute the Building Inspection Services Contract and to approve the amendment to Appendix A, Albany Schedule of Fees and Charges (Building Permit fees). All voted for the motion and it carried. Mr. Schneider noted a summary of the amendment to Appendix A will be published in the Star Post on July 13<sup>th</sup> and upon publication the new fee schedule is finalized.

Mr. Mergen informed the council he and Mr. Mathiasen met with representatives from XCEL Energy to discuss relocating an electric pole on 5<sup>th</sup> Street near the rear alley adjacent to Rookies Sports Bar to allow the public works department to adequately remove snow on the public sidewalk during large snow events. Mr. Mergen noted the current pole location prevents city snow removal equipment from going between the pole and the concrete curb for Rookies Sports Bar patio. Mr. Mergen noted XCEL quoted the cost to relocate the pole to be \$4,000. Mr. Mathiasen questioned if the relocation cost to install a new electric pole would be less due to depreciation of the old pole. After due discussion, a motion was made by Adam Rushmeyer and seconded by Al Amdahl to direct Mr. Mathiasen to negotiate the cost with EXCEL,

but regardless relocate a new pole farther to the north to improve snow removal on the sidewalk. All voted for the motion and it carried.

Al Amdahl, Park Board Liaison, informed the council the Albany Lions Club donated \$5,000 to the Park Board to be used for future park improvements.

The Council took notice of a MN Lawful Gambling LG230 application submitted by the Albany American Legion to conduct off-site gambling at 34650 225<sup>th</sup> Avenue. Mr. Schneider noted pull-tabs will be provided to the public during the annual Car Show at the Albany Chrysler Center to be held on Friday, August 5<sup>th</sup>. After due discussion, a motion was made by Mayor Tom Kasner who introduced the following resolution and moved its adoption:

RESOLUTION 2022-30  
APPROVING MINNESOTA  
LG230 APPLICATION TO CONDUCT OFF-SITE GAMBLING

The motion for the foregoing resolution was seconded by John R. Harlander and after a full discussion thereon and upon a vote being taken thereon, the following voted in favor thereof: Mayor Tom Kasner, Councilors Adam Rushmeyer, John R. Harlander, Keith Heitzman, and Al Amdahl 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.

The Council took notice of a Fireworks Event Permit application submitted by Premier Pyrotechnics, the company that will display the fireworks on Heritage Day, Saturday, August 6<sup>th</sup>, the annual community celebration sponsored by the Albany Area Chamber of Commerce. Mr. Schneider informed the council the fireworks may not be displayed on the Toptracer driving range due to use by the course, but an alternate site adjacent to the driving range seems to be an appropriate site. Mayor Tom Kasner informed the council he is familiar with the new site and planned to meet with the individual who will prepare the setup for the fireworks display to make sure there will be no damage to the golf course. After due discussion, a motion was made by Adam Rushmeyer and seconded by Al Amdahl to approve the aforesaid permit to Premier Pyrotechnics to display fireworks on the golf course for Heritage Day on August 6<sup>th</sup>. All voted for the motion and it carried.

Mr. Schneider informed the council he met with a business owner adjacent to the fire hall, as directed by the council, to discuss the proposal by the Albany Fire Department to construct seven or eight new off-street parking spaces on the south side of the fire hall. Mr. Schneider noted the business owner had no objection. Mr. Harlander informed the council on-street parking has been an issue in the commercial business district for several years and losing four on-street parking spaces is a concern. Mr. Rushmeyer questioned if the request for an off-street parking lot at this time is being considered because Midland Avenue is being reconstructed. Mr. Mathiasen noted one option to consider may be to construct a surmountable curb similar to driveways rather than a standard B6-18 curb if the off-street parking area is constructed in the future. After due discussion, a motion was made by Adam Rushmeyer and seconded by John R. Harlander to authorize Mr. Mathiasen to construct a surmountable curb similar to driveways to accommodate off-street parking south of the Fire Hall if needed in the future. All voted for the motion and it carried.

The council took notice of a request by the Albany Chrysler Center, 34650 225<sup>th</sup> Avenue, to consider approval of a Large Gathering Permit application for their annual Car Show to be held on Friday, August 5<sup>th</sup>. Mr. Schneider noted the activities will be the same as in prior years. After due discussion, a motion was made by Mayor Tom Kasner and seconded by John R. Harlander to approve the aforesaid Large Gathering Event Permit. All voted for the motion and it carried.

Mr. Schneider presented to the council the following proposed ordinance amendments: Ordinance 30, Municipal Water System, Ordinance 13, Municipal Sewer System, and Ordinance 33, Stormwater Drainage Utility. Mr. Schneider noted the purpose of the ordinance amendments is to clarify the due date

for utility billings to the 15<sup>th</sup> day of the month following receipt of the utility invoice, established late payment surcharge, and revised Appendix A Schedule of Fees and Charges to reflect the changes. After due discussion, a motion was made by Keith Heitzman who introduced the following ordinance amendments and moved their adoption:

AMENDMENT TO ORDINANCE 30 MUNICIPAL WATER SYSTEM  
AMENDMENT TO ORDINANCE 31 MUNICIPAL SEWER SYSTEM  
AMENDMENT TO ORDINANCE 33 STORMWATER DRAINAGE UTILITY  
AMENDMENT TO APENDIX A  
SUMMARY PUBLICATION

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

Mayor Tom Kasner informed the council a member from the public questioned how long motor vehicles or recreational campers/trailers may be parked on a city street. Police Chief Ozzie Carbajal noted 48 hours per ordinance and when the department receives a complaint they will investigate. Mayor Tom Kasner also noted a member from the public contacted him regarding someone living in a fish house within the Minnesota Department of Transportation (MnDOT) right-of-way (Lake Wobegon Trail). Mr. Schneider informed the council the owner of the fish house has been contacted by MnDOT and steps are being taken to remove the structure from the said right-of-way.

Mayor Tom Kasner announced the next regular council meeting for 6:30 o'clock in the evening on Wednesday, July 20, 2022, and adjourned the meeting at 7:40 PM.

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Tom Schneider  
Clerk/Adm.

# PETITION FOR ANNEXATION

Lucky of Albany, LLC

IN THE MATTER OF THE PETITION BY CERTAIN PARTIES FOR ANNEXATION  
PURSUANT TO MINNESOTA STATUTES 414.0325

TO: City of Albany  
P.O. Box 370  
Albany, MN 56307

Office of Administrative Hearings  
600 North Robert Street  
P.O. Box 64620  
St. Paul, MN 55164-0620

## PETITIONER STATES:

1. **Petitioner intent.** Lucky of Albany, LLC, Bryan D. Schiffler, President, **address to be determined**, Albany, MN 56307, (the "Petitioner"), is commencing a proceeding under Minn. Stat. Section 414.0325.
2. **Annexation request.** It is hereby requested by the Petitioner to annex certain property described herein lying in the Town of Albany to the City of Albany, County of Stearns, Minnesota.
3. **Property described.** The area proposed for annexation (the "Property") is as illustrated and legally described in the Certificate of Survey attached hereto and made a part hereof as "**Exhibit A**".
4. **Authority to petition.** All of the property owners having an interest in the Property have signed this Petition.
5. **Status of Property.** The Property is unincorporated, abuts the City's boundary to the north, west, and east, and is not included within any other municipality, as shown on the map of the Property and boundaries of the City of Albany attached hereto as "**Exhibit B**". Municipal utilities (water/sewer) are adjacent to the property. Any new buildings will be connected to municipal utilities.
6. **Area.** The area of land to be annexed is unplatted property totaling twenty-two (22) acres +/- in size.
7. **Purpose.** Annexation would be in the best interests of the area proposed for annexation.
8. **Not previously petitioned.** The area proposed for annexation is not included in any area that has already been designated for orderly annexation pursuant to Minn. Stat. Section 414.0325.

## PETITIONER'S REQUEST:

That pursuant to Minn. Stat. Section 414.0325, the property described herein be annexed to and included within the City of Albany, County of Stearns, Minnesota.

  
Bryan D. Schiffler, President

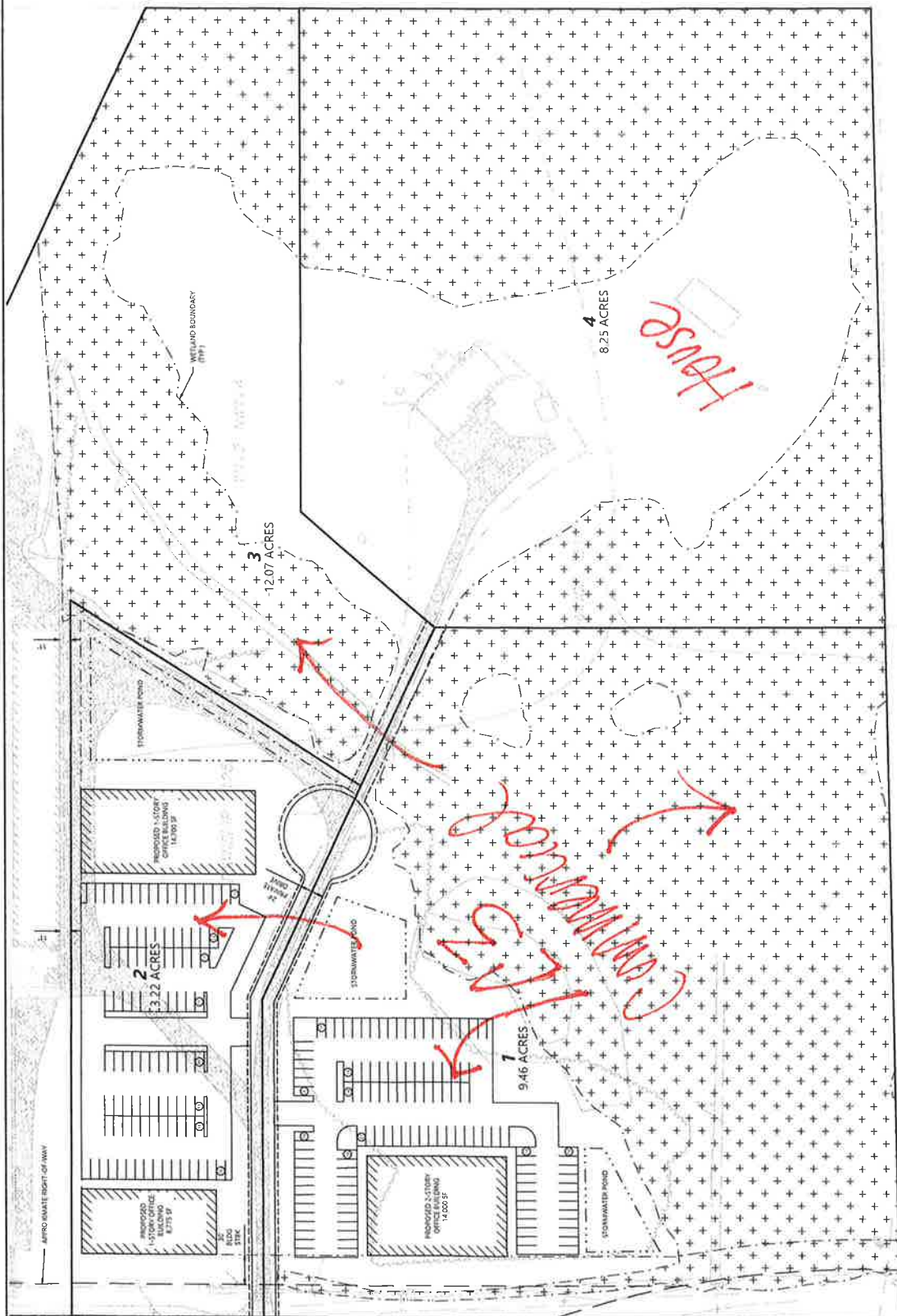
7-12-22

Date

## SCHEDULE OF REAL PROPERTY

That part of the West Half of the Northwest Quarter (W1/2 of NW1/4) of Section 22, Township 125, Range 31, Stearns County, Minnesota lying South of Interstate Highway No. 94, less and except the following described property: That part of said W1/2 of NW1/4 of said Section 22, described as follows: Beginning at a point on the West line 900 feet North of the Southwest corner of the SW1/4 of NW1/4 of said Section 22; thence due East 330 feet; thence due South 50 feet; thence due East 430 feet; thence due North to the South line of Interstate Highway No. 94; thence Northwesterly along the South line of Interstate Highway No. 94 to the West line of said W1/2 of NW1/4; thence South along said West line to the point of beginning. Also LESS AND EXCEPT that part of the W1/2 of NW1/4 of Section 22, Township 125, Range 31, Stearns County, Minnesota described as follows: Commencing at the Southwest corner of said W1/2 of NW1/4; thence North 00 degrees 05 minutes 03 seconds West (assumed bearing) along the West line thereof a distance of 900.00 feet; thence North 89 degrees 54 minutes 57 seconds East a distance of 330.00 feet; thence South 00 degrees 05 minutes 03 seconds East a distance of 50.00 feet to the point of beginning of the land to be described; thence North 89 degrees 54 minutes 57 seconds East a distance of 430.00 feet; thence North 00 degrees 05 minutes 03 seconds West a distance of 218.63 feet to the Southwesterly right of way line of Interstate Highway No. 94; thence South 64 degrees 29 minutes 33 seconds East along said right of way line a distance of 103.84 feet; thence continue South 53 degrees 10 minutes 57 seconds East along said right of way line a distance of 203.96 feet; thence continue South 64 degrees 28 minutes 44 seconds East along said right of way line a distance of 72.00 feet; thence leaving said right of way line South 85 degrees 36 minutes 53 seconds West a distance of 322.59 feet; thence South 89 degrees 54 minutes 57 seconds West a distance of 430.00 feet to its intersection with a line which bears South 00 degrees 05 minutes 03 seconds East from the point of beginning; thence North 00 degrees 05 minutes 03 seconds West along said line a distance of 4.00 feet to the point of beginning.

Call us before buying  
811 or call 811.com  
Common Ground Notice



NOT FOR CONSTRUCTION

PROJECT NUMBER  
1 of 1

BUILDING LAYOUT  
CONCEPT C

PROJECT NUMBER 0032982.00  
DATE 07/07/22

ALBANY COMMERCIAL  
SUBDIVISION  
ALBANY, WI

Westwood  
Project: 020 335 9496  
1450 Riverchase Way S., Suite 100  
Marietta, GA 30067  
www.westwoodeng.com

PREPARED FOR:  
LUCKY OF ALBANY LLC  
ADDRESS:  
ALBANY, WI 53007

DATE PLOTTED: 07/07/22  
DRAWN BY: [Redacted]  
CHECKED BY: [Redacted]  
SCALE: AS SHOWN

DATE: [Redacted]  
DRAWN: [Redacted]  
CHECKED: [Redacted]  
SCALE: [Redacted]

*proposed amezexhan 23 1/2 Acres*





**RESOLUTION 2022-31  
JOINT RESOLUTION FOR ORDERLY ANNEXATION  
AGREEMENT BETWEEN THE TOWN OF ALBANY  
AND THE CITY OF ALBANY**

WHEREAS, the Board of Supervisors of the Town of Albany (hereinafter referred to as the “Town”) passed a resolution on \_\_\_\_\_, 2022, approving the annexation to the City of Albany of certain land owned by Lucky of Albany, LLC designated as legally described in the attached Exhibit A.

WHEREAS, the City Council of the City of Albany (hereinafter referred to as the “City”), agreed to the annexation of the above-described parcel of land at its July 20, 2022 meeting; and

WHEREAS, a request from all of the property owners of the area proposed for designation and immediate annexation was received; and

WHEREAS, the Town and the City have determined that the annexation of a portion of the Township with the City is of mutual benefit to both parties and the residents thereof;

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual terms and conditions, the City and Town enter into this Joint Resolution of Orderly Annexation (the “joint resolution”)

1. Designation of Orderly Annexation Area. The Town and City designate the area set forth on the map attached as Exhibit B and legally described in the attached Exhibit A both of which are incorporated herein by reference for immediate orderly annexation under and pursuant to Minnesota Statutes Section 414.0325. For purposes of this Joint Resolution, this area shall be referred to as the “OAA Property”.
2. Office of Administrative Hearing, Municipal Boundary Adjustments Unit. Upon approval by the Town Board and the City Council, this Joint Resolution shall confer jurisdiction upon the Office of Administrative Hearings, Municipal Boundary Adjustments Unit (hereinafter referred to as “OAH”) to accomplish said orderly annexations in accordance with the terms of this Joint Resolution. In the event that the OAH is abolished, the authority will be transferred to the department or person(s) assigned that duty.
3. No Alterations of Boundaries. The Town and City mutually agree and state that no alterations the stated boundaries OAA Property is appropriate.
4. No Hearing Required. Pursuant to Minnesota Statute Section 414.0325, the Town and City mutually agree that this Joint Resolution and Agreement sets forth all the conditions for annexation of the areas designated, and that no consideration by the chief administration law judge is necessary. Upon the execution and filing of this Joint Resolution and Agreement, the chief administrative law judge may review and comment thereon, but shall, within thirty (30) days, order annexation(s) of the OAA Property in accordance with the terms of this Joint Resolution.
5. Reimbursement to Town In Lieu of Taxes. The City agrees to pay the Town the following as full payment for 2022 as a result of this annexation:

2022:	\$637.00
2023:	\$1,274.00
2024:	\$1,274.00
2025:	\$1,274.00
2026:	\$1,274.00

6. Planning and Land Use Control Authority. The Town and City mutually agree that upon annexation, the property shall be zoned C-3, Highway Commercial District.
7. Character of the Property. The OAA Property abuts the City and is presently urban or suburban in nature or is about to become so. Furthermore, the OAA property is served by municipal water and sanitary sewer.
8. Acreage. The designated property consists of 25+/- square feet.
9. Population. The Town and City state that the population of the annexed area is two (2) person. Therefore, following the annexation, the estimated population of the City will not increase.
10. Authorization. The Town and City have authorized the appropriate officers to carry this Joint Resolution's terms into effect.
11. Roads. The OAA property does not border a Township Road.
12. Severability and Repealer. A determination that a provision of this Joint Resolution is unlawful or unenforceable shall not affect the validity or enforceability of the other provisions herein.
13. Effective Date. This Joint Resolution shall be effective upon adoption by the governing bodies of the City and Town and approval by the Office of Administrative Hearings, Municipal Boundary Adjustments Unit.
14. Governing Law. Minnesota law will govern this Agreement.

Approved the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Town Board of the Town of Albany.

\_\_\_\_\_  
John Greer, Chairman

\_\_\_\_\_  
Diane Noll, Clerk

Approved the 20<sup>th</sup> day of July, 2022, by the City Council of the City of Albany.

\_\_\_\_\_  
Tom Kasner, Mayor

\_\_\_\_\_  
Tom Schneider, Clerk/Adm.

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To:	Mr. Tom Schneider Albany City Hall	From:	Jeremy Mathiasen St. Cloud, MN
File:	193805123	Date:	July 14, 2022

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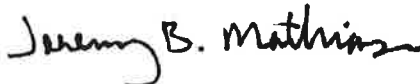
**Reference: 2021 Capital Improvements – Final Payment Application No.6**

For your consideration at your July 20<sup>th</sup> Council meeting is Final Payment Voucher No. 6 for the 2021 Capital Improvement Project. Final Payment Voucher No. 6 has been prepared for your review and generally includes the final wear course paving, striping, final quantity adjustments and the release of the remaining project retainage. The final amount due is **\$113,055.43** and the final project construction cost is **\$1,206,038.79**.

Stantec is recommending approval of Final Payment Voucher No. 6 for Breitbach Construction Co. You're your final approval you assume responsibility for the roadway and perpetual maintenance. The project warranty extends to August of 2023.

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: 320 529 4366  
Jeremy.Mathiasen@stantec.com

Attachment: Final Payment Voucher No.6

**FINAL PAYMENT  
CONTRACT VOUCHER NO. 6  
CONTRACT NO. 193805123**

**TO:** Breitbach Construction Co.  
P.O. Box 78  
Elrosa, MN 56325

**OWNER:** City of Albany  
P O Box 370  
Albany, MN 56307-0370

**CONTRACT FOR:** 2021 Capital Improvements  
**DATE APPROVED:** March 3, 2021  
**FOR PERIOD ENDING:** July 1, 2022

**Completion Dates:**  
**Substantial:** Friday, August 27, 2021  
**Final:** Friday, June 24, 2022

<b>ORIGINAL CONTRACT AMOUNT</b>	\$ 1,271,829.92	<b>TOTAL AMOUNT DUE:</b>	\$ 1,206,038.79
<b>NET CHANGE ORDERS (thru No. )</b>	\$ -	<b>LESS AMOUNT RETAINED</b>	\$ -
<b>NET SUPPLEMENTAL AGREEMENTS (thru No. )</b>	\$ -	<b>AMOUNT DUE TO DATE:</b>	\$ 1,206,038.79
<b>NET WORK ORDERS (thru No. )</b>	\$ -	<b>LESS PREVIOUS PAYMENTS:</b>	\$ 1,092,983.36
<b>CURRENT CONTRACT AMOUNT</b>	\$ 1,271,829.92	<b>NET AMOUNT DUE:</b>	\$ 113,055.43

**Owner's Approval:**

I hereby recommend payment of this voucher.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
City of Albany

**Engineer's Recommendation:**

This is to certify that the items of work shown in the Statement of Work Certified herein have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
Stantec

**CERTIFICATE FOR FINAL ACCEPTANCE**

**Contractor's Certification:**

The undersigned Contractor does hereby certify, warrant and covenant that it has completed and performed all the work in accordance with the project's plans and specifications and pursuant to the terms of the contract. Contractor further accepts this final payment voucher as being correct, full and complete. Final payment received in accordance with this final payment voucher shall constitute full and final payment and contractor waives all rights for additional payments under the contract. Accordingly, the undersigned Contractor does make claim for final payment on this contract in accordance with this final voucher.

Signature: \_\_\_\_\_  
Breitbach Construction Co.

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the corporation named in the foregoing instrument, and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

**2021 Capital Improvements  
PARTIAL PAYMENT  
CONTRACT VOUCHER NO. 6  
CONTRACT NO. 193805123**

Line No.	Item	Unit	Unit Price	Contract		Work Included on this Voucher		Work Complete - to Date	
				Quantity	Amount	Current Quantity	Current Amount	Quantity to Date	Amount to Date
<b>2021 Capital Improvements</b>									
1	MOBILIZATION	LS	\$28,938.00	1.00	\$ 28,938.00		\$ -	1.00	\$ 28,938.00
2	CLEAR AND GRUB	TREE	\$599.00	11.00	\$ 6,589.00		-	18.00	10,782.00
3	REMOVE SEWER PIPE (STORM)	LIN FT	\$6.83	726.00	\$ 4,958.58	107.00	730.81	833.00	5,689.39
4	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$0.79	1,132.00	\$ 894.28		-	1,132.00	894.28
5	REMOVE WATER MAIN	LIN FT	\$1.58	2,297.00	\$ 3,629.26		-	2,297.00	3,629.26
6	REMOVE HYDRANT ASSEMBLY	EACH	\$262.50	2.00	\$ 525.00		-	2.00	525.00
7	REMOVE GATE VALVE & BOX	EACH	\$110.25	4.00	\$ 441.00	1.00	110.25	5.00	551.25
8	REMOVE CATCH BASIN	EACH	\$183.71	7.00	\$ 1,285.97		-	7.00	1,285.97
9	REMOVE MANHOLE (STORM)	EACH	\$183.83	6.00	\$ 1,102.98		-	6.00	1,102.98
10	REMOVE MANHOLE (SANITARY)	EACH	\$183.67	3.00	\$ 551.01		-	3.00	551.01
11	REMOVE SANITARY CLEANOUT	EACH	\$131.00	1.00	\$ 131.00		-	1.00	131.00
12	REMOVE CURB AND GUTTER	LIN FT	\$1.58	3,201.00	\$ 5,057.58		-	3,213.00	5,076.54
13	REMOVE SIDEWALK	SQ FT	\$2.31	200.00	\$ 462.00		-	200.00	462.00
14	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$4.20	40.00	\$ 168.00		-	40.00	168.00
15	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$3.05	792.00	\$ 2,415.60		-	792.00	2,415.60
16	RECLAIM BITUMINOUS PAVEMENT	SQ YD	\$0.53	11,624.00	\$ 6,160.72		-	11,624.00	6,160.72
17	SAWING BITUMINOUS PAVEMENT	LIN FT	\$2.00	763.00	\$ 1,526.00		-	563.00	1,126.00
18	SAWING CONCRETE PAVEMENT	LIN FT	\$4.99	550.00	\$ 2,744.50		-	560.00	2,794.40
19	SALVAGE & REINSTALL BLOCK RETAINING WALL	LS	\$18,375.00	1.00	\$ 18,375.00		-	1.00	18,375.00
20	SALVAGE SIGN	EACH	\$31.50	8.00	\$ 252.00		-	2.00	63.00
21	SALVAGE LIGHT POLE & BASE	EACH	\$788.00	1.00	\$ 788.00		-	1.00	788.00
22	SALVAGE MAIL BOX & SUPPORT	EACH	\$63.00	19.00	\$ 1,197.00		-	17.00	1,071.00
23	SALVAGE & REINSTALL RETAINING WALL ROCK	LS	\$1,040.00	1.00	\$ 1,040.00		-	1.00	1,040.00
24	SALVAGE PAVING STONES	SQ FT	\$2.10	132.00	\$ 277.20		-	132.00	277.20
25	SALVAGE GRAVEL SURFACING	SQ YD	\$5.78	130.00	\$ 751.40		-	130.00	751.40

Line No.	Item	Unit	Unit Price	Contract		Work Included on this Voucher		Work Complete - to Date	
				Quantity	Amount	Current Quantity	Current Amount	Quantity to Date	Amount to Date
<b>2021 Capital Improvements</b>									
26	INSTALL SIGN	EACH	\$147.00	8.00	\$ 1,176.00		-	8.00	1,176.00
27	INSTALL MAIL BOX CLUSTER SUPPORT & BOXES	EACH	\$183.80	5.00	\$ 919.00		-	5.00	919.00
28	INSTALL EXISTING 2' X 3' CATCH BASIN	EACH	\$1,307.00	1.00	\$ 1,307.00		-	-	-
29	INSTALL LIGHT POLE & BASE	EACH	\$1,050.00	1.00	\$ 1,050.00		-	1.00	1,050.00
30	INSTALL SALVAGED GRAVEL	SQ YD	\$8.40	130.00	\$ 1,092.00		-	130.00	1,092.00
31	INSTALL PAVING STONES	SQ FT	\$18.90	132.00	\$ 2,494.80		-	132.00	2,494.80
32	ADJUST VALVE BOX	EACH	\$225.80	5.00	\$ 1,129.00		-	-	-
33	ADJUST FRAME & RING CASTING	EACH	\$367.50	2.00	\$ 735.00		-	1.60	588.00
34	VAVLE BOX ADJUSTMENT RING	EACH	\$94.50	18.00	\$ 1,701.00		-	-	-
35	MANHOLE ADJUSTMENT RING	EACH	\$236.20	5.00	\$ 1,181.00		-	-	-
36	HYDRANT EXTENSION	LIN FT	\$1,195.00	2.00	\$ 2,390.00		-	-	-
37	COMMON EXCAVATION (P)	CU YD	\$15.12	8,800.00	\$ 133,056.00	134.00	2,026.08	7,834.00	118,450.08
38	SUBGRADE EXCAVATION (EV)	CU YD	\$1.26	2,180.00	\$ 2,746.80		-	-	-
39	SELECT GRANULAR BORROW (CV)	CU YD	\$12.97	4,359.00	\$ 56,536.23		-	4,028.00	52,243.16
40	SUBGRADE GRANULAR BORROW (CV)	CU YD	\$6.51	2,180.00	\$ 14,191.80		-	-	-
41	SELECT TOPSOIL BORROW -SCREENED (LV)	CU YD	\$19.69	1,769.00	\$ 34,831.61		-	1,412.00	27,802.28
42	PLACE SALVAGED AGGREGATE (CV)	CU YD	\$5.36	1,300.00	\$ 6,968.00		-	1,300.00	6,968.00
43	GEOTEXTILE FABRIC TYPE V	SQ YD	\$1.59	13,077.00	\$ 20,792.43	(4,467.00)	(7,102.53)	8,610.00	13,689.90
44	GEOGRID	SQ YD	\$0.93	2,042.00	\$ 1,899.06		-	-	-
45	AGGREGATE SURFACING (LV) CLASS 2	CU YD	\$27.93	15.00	\$ 418.95		-	15.00	418.95
46	AGGREGATE BASE (CV) CLASS 5 - ROADWAY	CU YD	\$23.63	3,539.00	\$ 83,626.57		-	3,816.00	90,172.08
47	AGGREGATE BASE (LV) CLASS 5 - DRIVEWAY/WALK	CU YD	\$17.33	135.00	\$ 2,339.55		-	135.00	2,339.55
48	BITUMINOUS WEARING COURSE MIXTURE - ROADWAY	TON	\$81.90	1,044.00	\$ 85,503.60	997.31	81,679.69	997.31	81,679.69
49	BITUMINOUS WEARING COURSE MIXTURE - DRIVEWAY	TON	\$210.00	10.00	\$ 2,100.00		-	-	-
50	BITUMINOUS NON WEARING COURSE MIXTURE	TON	\$76.65	1,392.00	\$ 106,696.80		-	1,337.00	102,481.05
51	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$13.65	4,970.00	\$ 67,840.50		-	5,127.00	69,983.55
52	CONCRETE CURB & GUTTER SURMOUNTABLE	LIN FT	\$13.39	300.00	\$ 4,017.00		-	352.00	4,713.28

Line No.	Item	Unit	Unit Price	Contract		Work Included on this Voucher		Work Complete - to Date	
				Quantity	Amount	Current Quantity	Current Amount	Quantity to Date	Amount to Date
<b>2021 Capital Improvements</b>									
53	7" CONCRETE VALLEY GUTTER & APRONS	SQ YD	\$75.58	24.00	\$ 1,813.92		-	24.00	1,813.92
54	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$47.25	792.00	\$ 37,422.00		-	1,080.00	51,030.00
55	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$40.93	43.00	\$ 1,759.99		-	43.00	1,759.99
56	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$44.50	602.00	\$ 26,789.00	47.00	2,091.50	858.00	38,181.00
57	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$45.32	833.00	\$ 37,751.56		-	442.00	20,031.44
58	36" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$120.45	80.00	\$ 9,636.00		-	80.00	9,636.00
59	48" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$260.79	72.00	\$ 18,776.88	8.00	2,086.32	80.00	20,863.20
60	36" RC PIPE SEWER ENERGY DISSIPATOR	EACH	\$716.14	7.00	\$ 5,012.98		-	5.00	3,580.70
61	54" X 48" RC PIPE REDUCER	EACH	\$2,997.00	1.00	\$ 2,997.00		-	-	-
62	18" RC PIPE APRON	EACH	\$830.00	1.00	\$ 830.00		-	1.00	830.00
63	36" RC PIPE APRON	EACH	\$2,678.00	1.00	\$ 2,678.00		-	1.00	2,678.00
64	CONSTRUCT DRAINAGE STRUCTURE 2' X 3'	EACH	\$2,257.57	7.00	\$ 15,802.99		-	7.00	15,802.99
65	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-402	EACH	\$2,446.50	10.00	\$ 24,465.00		-	10.00	24,465.00
66	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-402	EACH	\$4,282.00	2.00	\$ 8,564.00		-	2.00	8,564.00
67	STORM WATER BMP - SAFL BAFFLE	EACH	\$4,133.00	1.00	\$ 4,133.00		-	1.00	4,133.00
68	STORM WATER BMP - SKUNK	EACH	\$3,063.00	1.00	\$ 3,063.00		-	1.00	3,063.00
69	RANDOM RIPRAP CLASS II	CU YD	\$115.50	6.00	\$ 693.00		-	6.00	693.00
70	RANDOM RIPRAP CLASS III	CU YD	\$115.50	12.00	\$ 1,386.00		-	13.00	1,501.50
71	GEOTEXTILE FILTER TYPE IV	SQ YD	\$4.74	27.00	\$ 127.98	27.00	127.98	27.00	127.98
72	4" PERF PE PIPE DRAIN W/ SOCK	LIN FT	\$4.64	5,325.00	\$ 24,708.00		-	5,025.00	23,316.00
73	DRAIN TILE RISER W/ GV COVER	EACH	\$115.50	26.00	\$ 3,003.00		-	17.00	1,963.50
74	CONNECT DRAIN TILE INTO EXISTING STRUCTURE	EACH	\$105.00	4.00	\$ 420.00		-	4.00	420.00
75	CONNECT TO EXISTING STORM SEWER	EACH	\$840.00	5.00	\$ 4,200.00		-	5.00	4,200.00
76	CONNECT INTO EXISTING CATCH BASIN	EACH	\$709.00	1.00	\$ 709.00		-	1.00	709.00
77	8" PVC SANITARY SEWER PIPE, SDR 35, 8-13' DEEP	LIN FT	\$27.66	1,165.00	\$ 32,223.90		-	1,159.00	32,057.94
78	IMPROVED PIPE FOUNDATION	LIN FT	\$4.20	774.00	\$ 3,250.80		-	-	-
79	CONSTRUCT SANITARY MANHOLE	EACH	\$3,173.00	3.00	\$ 9,519.00		-	3.00	9,519.00



Line No.	Item	Unit	Unit Price	Contract		Work Included on this Voucher		Work Complete - to Date	
				Quantity	Amount	Current Quantity	Current Amount	Quantity to Date	Amount to Date
<b>2021 Capital Improvements</b>									
80	SANITARY MANHOLE OVERDEPTH	LIN FT	\$164.78	3.72	\$ 612.98		-	3.72	612.98
81	4" PVC DOUBLE SWEEP PIPE CLEANOUT	EACH	\$518.00	1.00	\$ 518.00		-	1.00	518.00
82	8"X4" PVC WYE	EACH	\$236.28	18.00	\$ 4,253.04		-	20.00	4,725.60
83	8"X6" PVC WYE	EACH	\$320.00	1.00	\$ 320.00		-	-	-
84	4" PVC SANITARY SERVICE PIPE	LIN FT	\$19.30	850.00	\$ 16,405.00		-	856.00	16,520.80
85	6" PVC SANITARY SERVICE PIPE	LIN FT	\$25.73	33.00	\$ 849.09		-	-	-
86	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$110.26	19.00	\$ 2,094.94		-	20.00	2,205.20
87	CONNECT TO EXISTING SANITARY SEWER	EACH	\$696.00	2.00	\$ 1,392.00		-	2.00	1,392.00
88	TELEWISE SANITARY SEWER	LIN FT	\$1.31	1,165.00	\$ 1,526.15	76.00	99.56	1,235.00	1,617.85
89	6" PVC WATERMAIN	LIN FT	\$32.03	80.00	\$ 2,562.40		-	70.00	2,242.10
90	8" PVC WATERMAIN	LIN FT	\$27.60	2,584.00	\$ 71,318.40		-	2,583.00	71,290.80
91	6" GATE VALVE AND BOX	EACH	\$1,540.25	4.00	\$ 6,161.00		-	4.00	6,161.00
92	8" GATE VALVE AND BOX	EACH	\$2,068.55	11.00	\$ 22,754.05		-	11.00	22,754.05
93	5" HYDRANT	EACH	\$4,121.25	4.00	\$ 16,485.00		-	4.00	16,485.00
94	FITTINGS	POUND	\$5.77	1,186.00	\$ 6,843.22	107.00	617.39	1,373.00	7,922.21
95	1" CORPORATION STOP	EACH	\$236.26	19.00	\$ 4,488.94		-	20.00	4,725.20
96	1" CURB STOP & BOX	EACH	\$355.95	19.00	\$ 6,763.05		-	20.00	7,119.00
97	1" TYPE K COPPER PIPE	LIN FT	\$22.81	685.00	\$ 15,624.85		-	595.00	13,571.95
98	CONNECT TO EXISTING WATER MAIN	EACH	\$756.00	8.00	\$ 6,048.00		-	8.00	6,048.00
99	8" WATER MAIN OFFSET	EACH	\$2,153.00	1.00	\$ 2,153.00		-	3.00	6,459.00
100	TEMPORARY WATER SYSTEM	LUMP SUM	\$5,250.00	1.00	\$ 5,250.00		-	1.00	5,250.00
101	CONNECT TO EXISTING WATER SERVICE	EACH	\$113.42	19.00	\$ 2,154.98		-	20.00	2,268.40
102	3" POLYSTYRENE INSULATION	SQ YD	\$26.30	10.00	\$ 263.00		-	24.00	631.20
103	6" UTILITY CONDUIT	LIN FT	\$14.89	47.00	\$ 699.83		-	50.00	744.50
104	FERTILIZER & SEED, MNDOT 25-151	SQ YD	\$1.77	10,359.00	\$ 18,335.43		-	10,359.00	18,335.43
105	HYDRAULIC SOIL STABILIZER, TYPE 5	SQ YD	\$0.37	10,359.00	\$ 3,832.83		-	10,359.00	3,832.83
106	EROSION CONTROL BLANKETS CATEGORY 4	SQ YD	\$4.20	670.00	\$ 2,814.00		-	-	-
107	2.5" DECIDUOUS TREE, CELEBRATION MAPLE	EACH	\$761.33	6.00	\$ 4,567.98		-	-	-
108	2.5" DECIDUOUS TREE, DONALD WYMAN CRAB	EACH	\$761.25	4.00	\$ 3,045.00		-	-	-

Line No.	Item	Unit	Unit Price	Contract		Work Included on this Voucher		Work Complete - to Date	
				Quantity	Amount	Current Quantity	Current Amount	Quantity to Date	Amount to Date
<b>2021 Capital Improvements</b>									
109	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$3.15	550.00	\$ 1,732.50		-	448.00	1,411.20
110	SILT FENCE, TYPE FLOATING	LIN FT	\$23.10	50.00	\$ 1,155.00		-	75.00	1,732.50
111	FILTER LOG TYPE STRAW BIOROLL	LIN FT	\$3.15	60.00	\$ 189.00		-	200.00	630.00
112	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	\$262.50	2.00	\$ 525.00		-	2.00	525.00
113	STORM DRAIN INLET PROTECTION	EACH	\$131.24	21.00	\$ 2,756.04	3.00	393.72	18.00	2,362.32
114	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$78.74	35.00	\$ 2,755.90		-	8.00	629.92
115	TRAFFIC CONTROL	LUMP SUM	\$19,845.00	1.00	\$ 19,845.00	0.05	992.25	1.00	19,845.00
116	FURNISH SIGN PANEL (STOP SIGN)	EACH	\$73.67	3.00	\$ 221.01		-	3.00	221.01
117	SIGN SUPPORT	EACH	\$73.67	3.00	\$ 221.01		-	3.00	221.01
118	24" SOLID LINE WHITE-PAINT	LIN FT	\$13.08	119.00	\$ 1,556.52	90.00	1,177.20	90.00	1,177.20
<b>TOTALS</b>					<b>\$ 1,271,829.92</b>	<b>\$ 85,030.22</b>	<b>\$ 1,206,038.79</b>		

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To:	Mr. Tom Schneider and Albany City Council City of Albany	From:	Jeremy Mathiasen St. Cloud Office
File:	193801690	Date:	July 14, 2022

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**Reference: Engineering Update for the 7/20/22 Council Meeting**

**2021 Capital Improvement Project**

Final Payment Voucher No. 6 has been prepared and included in your packets for review and approval. The Work has been completed and found to meet City specifications. We thank Breitbach Construction and their sub-contractors for delivering a successful project on time and on budget.

**2022 Capital Improvement Project**

The Contractor has about two weeks of utility work remaining along 5<sup>th</sup> Street and the alleys between 3<sup>rd</sup> Street and 6<sup>th</sup> Street. The concrete subcontractor is planning to start curb and gutter on the east side of the project this coming Monday. Project newsletter No. 3 was distributed to residents and business owners to update them on the proposed schedule.

**1<sup>st</sup> Street/TH 238 Improvements**

On Friday of this week the final lane of TH 238/Railroad Avenue will be poured in the morning. Traffic will remain on the north side of Railroad Avenue for the seven-day cure period and then switched back. Final striping and signage are scheduled for the week of July 25<sup>th</sup>. The intersection is currently scheduled to open back up the first week of August.

**Forest Avenue Feasibility Study**

The project preliminary survey work is underway and should be completed by the second week in August. The Feasibility report work will follow shortly behind the survey.

**Other Miscellaneous Work**

- The drain tile televising began this week on the 2019 Capital Improvement project. They did find a number of partial pipe blockages and a few that were severe enough that the camera wouldn't fit through them. We've asked Breitbach to assist in televising some of the recently installed drain tile on the current project to see what condition it is in pre-curb and gutter.

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

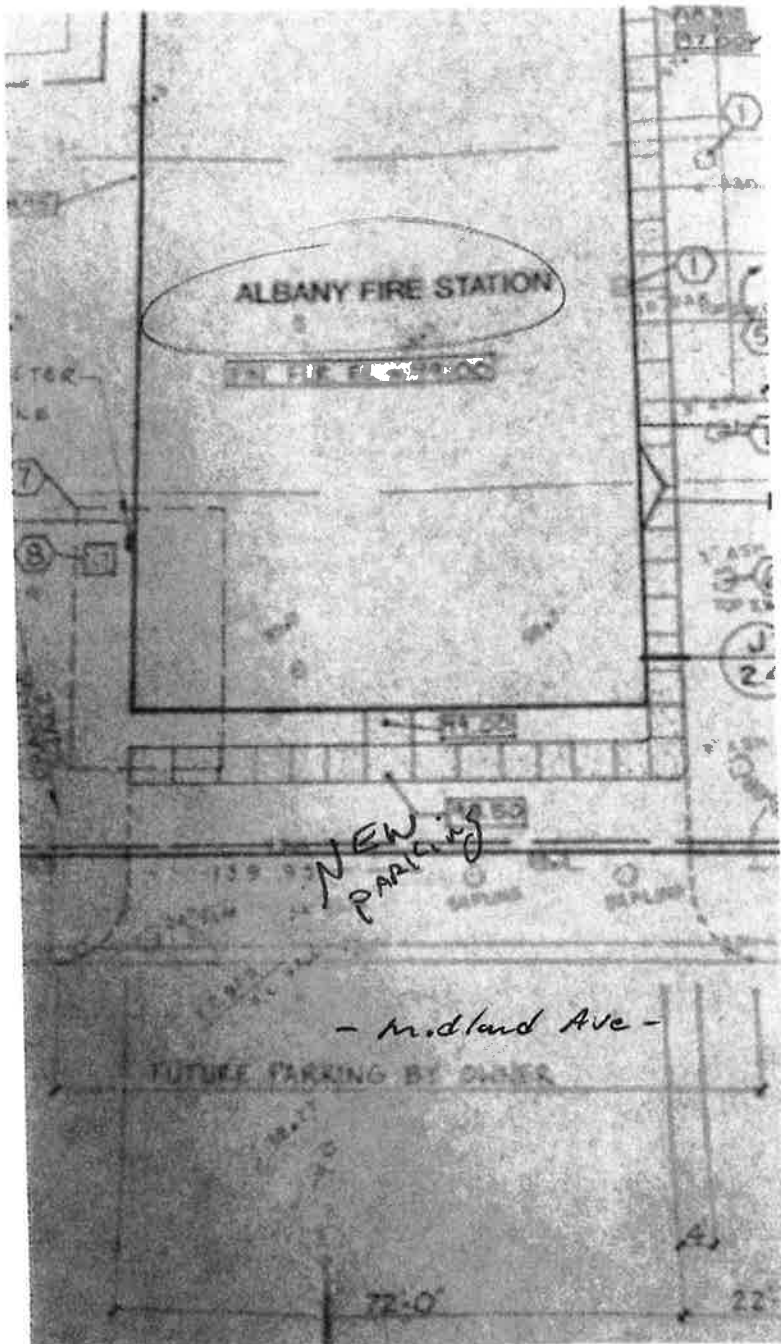
[Jeremy.mathiasen@stantec.com](mailto:Jeremy.mathiasen@stantec.com) 320.266.5232

12:52



Done

Photo





# JANELLE P. KENDALL

## *Stearns County Attorney*

June 29, 2022

Tom Schneider  
Albany City Administrator/Clerk  
400 Railroad Avenue  
PO Box 370  
Albany, MN 56307

Re: Criminal Prosecution Contract for 2023 and 2024

Dear Mr. Schneider:

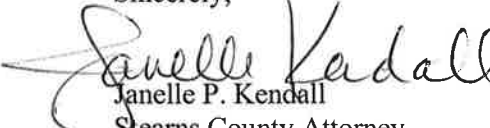
The Stearns County Attorney's Office prosecutes misdemeanor and petty misdemeanor violations of Minnesota's state statutes for the City of Albany pursuant to contract. Based on our experiences over the years, this has been a mutually efficient and cost-effective way to provide professional prosecution services to your city. Since our current contract ends December 31, 2022, I am writing to present you with a proposal to extend this contract beyond that date.

As a result of increased personnel and other costs incurred by the county since the last contract price adjustment, the yearly contract rate for the calendar years of 2023 and 2024 will increase by 5% to \$14,175.00. As has been the case in past years, this rate is guaranteed not to increase through the duration of the contract. City contract rates are based on a review of the historical number of prosecution files, the population of your city, size of the police department, personnel and administrative costs to our office, and comparison to other contracts for cities of comparable size in Stearns County.

Our services under the contract will continue to include victim and witness assistance, civil asset forfeiture, appellate representation on these cases, law enforcement training, and 24/7 availability for law enforcement questions.

Despite the lack of major changes, please re-familiarize yourself with the contract. If you have any questions or concerns, please do not hesitate to contact me or Chief Deputy County Attorney Michael Lieberg at the number below.

Sincerely,

  
Janelle P. Kendall  
Stearns County Attorney

JPK/MJL/jtl

Enclosure

cc: Ozzie Carbajal, Chief of Police

## **AGREEMENT FOR PROSECUTION SERVICES**

**THIS AGREEMENT** is made and entered into by and between the COUNTY OF STEARNS and the STEARNS COUNTY ATTORNEY, hereinafter referred to collectively as the "County," and the CITY OF ALBANY, MINNESOTA, hereinafter referred to as the "Municipality;"

**WHEREAS**, the Municipality desires to engage the services of the County to prosecute petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses, including criminal and traffic state law violations and criminal and traffic probation violations that arise under state law which occur within the jurisdiction of the Municipality;

**WHEREAS**, Minn. Stat. § 484.87, subd. 3, allows for a Municipality to enter into an Agreement with the County Board and the County Attorney for the County to provide such prosecution services for criminal offenses that occur within the Municipality. Said "Prosecution Services" include the following: (1) prosecuting petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses arising under state law and criminal and traffic probation violations that occur within the jurisdiction of the Municipality; (2) giving advice and guidance on prosecution matters, procedures and policies to Municipal law enforcement relating to criminal prosecutions; (3) providing P.O.S.T. accredited law enforcement training for the Municipality law enforcement officers when such training is being provided or sponsored by the County; (4) providing victim assistance and/or services as mandated by Minn. Stat. § 611A; (5) completing criminal appeals before the Minnesota Court of Appeals and the Minnesota Supreme Court on matters arising under state law which occur within the jurisdiction of the Municipality; and, (6) providing administrative advice and assistance and legal services in district court and Minnesota's courts of appeal related to civil administrative and judicial forfeitures originated by the Municipality's law enforcement agency;

**WHEREAS**, logistically, functionally and financially such an Agreement is mutually beneficial to both the County and Municipality.

**NOW, THEREFORE**, in consideration of the mutual covenants and understandings contained herein, the County and Municipality enter into the following Agreement:

1. **TERM AND COST OF THE AGREEMENT**

- A) The County will provide the Municipality with the prosecution services above-referenced for cases that occur within the jurisdiction of the Municipality beginning January 1, 2023. This Agreement will continue for the calendar years 2023 and 2024. Any Agreement for prosecution services for future years will be finalized by November 1 of the year before such service is to commence. If such an Agreement is not reached, this Agreement will expire on January 1 of the following year.
  - i) Beginning January 1, 2023, the Municipality will pay \$14,175 (fourteen thousand one-hundred seventy-five dollars) to the County, said money to be used to fulfill this Agreement, including the payment of salary, benefits, and other costs incurred by the County in performance of its obligations hereunder for calendar year 2023. Municipality will pay

County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.

- ii) January 1, 2024 the Municipality will pay \$14,175 (fourteen thousand one-hundred seventy-five dollars) to the County for calendar year 2024, said money to be used to fulfill this Agreement, including the payment of salary, benefits, and other costs incurred by the County in performance of its obligations hereunder. Municipality will pay County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.

- B) The County will provide all prosecution services, administrative services, overhead, secretary and paralegal support in fulfilling its obligations under and for the term of this Agreement. The Municipality will forward all law enforcement files to the County at no charge to the County.

2. **MODIFICATION**

Any alteration, modification, amendment or waiver of provisions of the Agreement shall be valid only when it has been reduced to writing and signed by representatives of all parties.

3. **TERMINATION OF AGREEMENT**

Either party may terminate this Agreement at any time, with or without cause, upon 90 days notice, in writing, delivered by certified mail or in person to the City Clerk for the Municipality or County Attorney for the County. During the term of this Agreement, the County will not increase the fees stipulated to in this Agreement. Unless a separate written agreement is reached, on expiration or termination of this contract, the Municipality's new attorney(s) will undertake representation of the Municipality in all matters then filed, pending, or otherwise before the Court as a result of the County's representation of the Municipality. On expiration or termination of this contract, at the Municipality's request, the County will electronically duplicate and deliver files that were the subject of representation pursuant to this agreement to the Municipality in the electronic format that suits the business needs and practices of the County.

4. **INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

5. **SERVICES SPECIFICALLY EXCLUDED**

The Parties acknowledge and agree that the County will not prosecute violations of local ordinances adopted by the Municipality. Local ordinance enforcement remains the sole responsibility of the Municipality. The Parties further acknowledge and agree that as a term or condition of this contract, the County will not provide representation to the Municipality on criminal prosecution related matters, if any, venued in any federal

district or federal appellate court. Likewise, the County will not provide representation or advice or otherwise participate in any administrative citation process, regardless of statutory authorization for such programs.

6. **RELEASE AND INDEMNIFICATION**

The Parties further acknowledge and agree that the County will not indemnify in any way or defend civil claims for damages or any other cause(s) of action alleging wrongdoing by the County on behalf of the Municipality, whether in federal or state court, if any, arising in relation to any criminal prosecution or administrative or judicial forfeiture action undertaken by the County on behalf of Municipality. The Municipality remains solely responsible for defense of such claims, including but not limited to civil litigation expenses, settlement costs, and court ordered awards.

**IN WITNESS WHEREOF**, the Municipality, by motion duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Clerk; and the County of Stearns, by the County Board of Commissioners, has caused this Agreement to be signed by the Chair Person and Clerk of said Board, and by the Stearns County Attorney, effective on the date and for the duration as above-referenced.

Dated: \_\_\_\_\_

**CITY OF ALBANY**

By: \_\_\_\_\_  
Tom Kasner, Mayor

Attest: \_\_\_\_\_  
Tom Schneider  
City Administrator/Clerk

Dated: \_\_\_\_\_

**COUNTY OF STEARNS**

By: \_\_\_\_\_  
Steven L. Notch, Chair  
Stearns County Board

By: \_\_\_\_\_  
Randy Schreifels  
County Auditor/Treasurer

Dated: 6-29-22

**STEARNS COUNTY ATTORNEY**

By: Janelle P. Kendall  
Janelle P. Kendall  
County Attorney



CHAPTER 7: NUISANCES AND OFFENSES

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ORDINANCE 75 ABANDONED MOTOR VEHICLES

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Section 75.01: PURPOSE. Abandoned motor vehicles, junk vehicles, abandoned appliances and discarded furniture constitute:

Subd. 1: A hazard to the health and welfare of the people of the City in that they can harbor noxious disease, furnish shelter and breeding places for vermin, and present physical dangers to the safety and well-being of children and other citizens.

Subd. 2: A blight on the landscape of the City and are detrimental to the environment.

Subd. 3: A waste of a valuable source of useful metal, in the case of abandoned motor vehicles and appliances.

It is in the public interest that the present accumulation of abandoned motor vehicles, abandoned appliances and discarded furniture within the City be eliminated and that future abandonment be prevented.

Section 75.01 amended 3/13/19

Section 75.02: DEFINITIONS. The terms used in this Ordinance shall have the meanings given them in this Section.

Subd. 1: Abandoned Vehicle. Shall mean a motor vehicle that:

- a) Lacks vital component parts or is in an inoperable condition so it has no substantial potential for further use consistent with its usual functions; and
- b) Has remained for a period of more than 48 hours on public property illegally (or more than four hours if posted); or
- c) Has remained on private property for more than 24 hours (or immediately, if posted) without the consent of the Person in control of the property.

Subd. 2: Abandoned Appliance. Shall mean a household appliance lacking one or more vital component parts or in an inoperable condition left or stored outdoors.

Subd. 3: Discarded Furniture. Shall mean any item of furniture originally intended for use within the interior of a building but left or stored outdoors.

## CHAPTER 7: NUISANCES AND OFFENSES

Subd. 4: Junk Vehicle. Means a vehicle that:

- a) Is extensively damaged, with the damage including such things as broken or missing wheels or tires, motor, drive train or transmission;
- b) Has not had a valid, current registration plate, or has not been properly licensed for operation within the State of Minnesota for a period of thirty (30) consecutive days or greater;
- c) Is three years or older;
- d) Is apparently inoperable; and
- e) Has an approximate fair market value equal only to the approximate value of the scrap in it.

Section 75.02 Subd. 2, 3, and 4 amended 3/13/19

Subd. 5: Motor Vehicle or Vehicle. Has the meaning in Minn. Stat. §169.01, as amended.

Subd. 6: Private Property. Shall mean any real property within the City which is privately owned and which is not public property as defined in this Section.

Subd. 7: Public Property. Shall mean any street, alley or highway which shall include the entire width between the boundary lines of every way publicly maintained for vehicular travel including sidewalks and boulevards, and also means any other publicly owned property or facility.

Subd. 8: Unauthorized Vehicle. Shall mean a vehicle that is subject to removal and impoundment pursuant to Minn. Stat. §168B.035 or 168B.04, subdivision 2, as may be amended from time to time, but is not a junk vehicle or an abandoned vehicle.

Section 75.02 Subd 7 and 8 amended 3/13/19

Subd. 9: Vital Component. Shall mean a part of a motor vehicle or appliance essential to its mechanical functioning.

Section 75.03: EXCEPTIONS. A vehicle shall not be considered an abandoned, junk or unauthorized vehicle, and an appliance shall not be an abandoned appliance when kept:

Section 75.03 amended 3/13/19

Subd. 1: In an enclosed garage or storage building.

Subd. 2: On the premises of a junkyard or a motor vehicle or appliance repair business when such junkyard or business is maintained and/or licensed in accordance with Minnesota law or City Ordinances and zoning regulations. In the case of a repair business, each motor vehicle or appliance must be actively and consistently worked on and maintained or stored in an area screened from public view by an appropriate fence.

Subd. 3: In an appropriate storage place or depository maintained in a lawful place and manner by the City or authorized by the City.

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Subd. 4: A classic or pioneer car, as defined in Minn. Stat. §168.10, as amended.

Section 75.04: NUISANCE. The presence of any abandoned, junk or unauthorized vehicle or parts of a vehicle, abandoned appliance, discarded furniture, or parts of an appliance or furniture, on private or public property is a public nuisance which may be abated under this Ordinance.

Section 75.04 amended 3/13/19

Section 75.05: PUBLIC PROPERTY. No Person shall park, store, leave or permit the parking, storing or leaving of any abandoned, junk or unauthorized vehicle or parts of a vehicle, abandoned appliance, or discarded furniture of any kind, or parts of an appliance or furniture, whether attended or not, upon any public property within the City.

Subd. 1: A Police Officer may impound any abandoned junk or unauthorized vehicle, abandoned appliance or discarded furniture on public property within the City, or that causes an obstruction and hazard. The Police Department or City may remove it as allowed by State law, or after giving proper notice under this Ordinance.

Section 75.05 amended 3/13/19

Section 75.06: PRIVATE PROPERTY. No Person owning, in charge of, or in control of any real property within the City, whether as owner, tenant, occupant, lessee, or otherwise, shall allow any abandoned or junk motor vehicle, abandoned appliance or discarded furniture or parts of an appliance or furniture of any kind to remain on such property longer than ninety-six (96) hours.

Section 75.06 amended 3/13/19

Section 75.07: REMOVAL PROCEDURE.

Subd. 1: Notice to Remove – Abandoned and Junk Vehicles.

- a) Whenever it comes to the attention of the Police Department or other City officials that any abandoned, junk or unauthorized vehicle, is present on any real property within the City, the City or Police Department shall cause notice to be placed upon such abandoned or junk vehicle, using substantially the following words:

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED MOTOR VEHICLE AND TO THE OWNER OR PERSONS IN LAWFUL POSSESSION OR CONTROL OF THIS LAND:

This motor vehicle (insert brief vehicle description) located at (insert location description) is improperly stored and will be in violation of Albany City Code Section 75 if not removed by (insert date and time) and stored within a building. Failure to remove and store said motor vehicle is a petty misdemeanor or misdemeanor (as applicable). In addition, this motor vehicle shall be removed and disposed of in accordance with Minn. Stat. Chapter 168B.

## CHAPTER 7: NUISANCES AND OFFENSES

- b) The notice shall be not less than eight inches by ten inches and shall be sufficiently weatherproofed to withstand normal exposure to the elements.
- c) In addition to the posting, the City or Police Department shall mail a copy of the written notice to the last registered owner of said motor vehicle and to the owner or Person in lawful possession of the real property upon which the motor vehicle is located.

### Subd. 2: Notice to Remove – Abandoned Appliances or Discarded Furniture.

- a) Whenever it comes to the attention of the Police Department or other City officials that any abandoned appliances or discarded furniture, or parts thereof, is present on any real property within the City, the City or Police Department shall cause notice to be mailed to the Person in lawful possession of the real property and the owner of the real property according to the most recent property tax information.
- b) The notice shall state that the failure to remove the item(s) by a date not less than ten (10) days after the date the notice is mailed shall be a petty misdemeanor or misdemeanor (as applicable) and shall result in said item(s) being removed and disposed of, and the costs shall be certified for collection in the same manner as taxes and special assessments are certified and collected.

Subd. 3: Responsibility for Removal. Upon proper notice, an owner of the abandoned, junk or unauthorized vehicle, abandoned appliance, or discarded furniture, and the owner or occupant of the private property on which the same is located, shall be jointly and severally responsible for its removal.

Section 75.07 Subd. 1, 2 and 3 amended 3/13/19

Subd. 4: Content of Notice. The notice shall contain the request for removal within ten (10) days after the mailing of such notice and the notice shall advise that failure to comply with the notice to remove shall be a violation of this Ordinance.

Section 75.08: IMPOUNDMENT. If the nuisance is not abated under this Ordinance after proper notice, the City or the Police Department may impound the vehicle according to State law and Section 51.10 of this Code.

Section 75.08 amended 3/13/19

Section 75.09: PENALTY. Any Person who violates the provisions of this Ordinance shall be guilty of a petty misdemeanor upon the first offense and a misdemeanor upon the second and subsequent offenses. Each day the violation continues unabated shall constitute a separate and distinct offense. Fines for violations are as established by the City Council in Appendix A.

Section 75.09 amended 1/4/06