

**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, June 15, 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 June 1st
5. Open Forum/Public comment (3 to 5 minutes max.)
6. Sheri Thill, Rookies Sports Bar – permission to conduct the following on Heritage Day, August 6th:
 - Bean Bag Tournament on 5th St., adjacent to building, temporary 5th St. closure
7. Albany Chamber of Commerce – present applications for a Large Gathering Permit, MnDOT special event parade permit, and fireworks application to be held on August 6th (Heritage Day)
8. Mark Luostari, Building Inspector, Inspectron, Inc. – present proposed Building Inspection Services Contract and permit fee schedule
9. Albany Economic Development Authority (EDA) – recommendation to provide a business subsidy (tax abatement) to Shamrock Lane Rentals, LLC to construct a new office building at 1321 Shamrock Lane, Resolution 2022-25 authorizing a tax abatement, and Resolution 2022-26 approving a Business subsidy to Shamrock Lane Rentals, LLC.
 - Jason Murray, David Drown Associates
 - Joseph Peternell, Shamrock Lane Rentals, LLC
10. Jeremy Mathiasen, City Engineer – present the following:
 - Project updates
 - Resolution 2022-27 entering into agreement with MnDOT for administration of the TH238 Detour
11. Reports of Boards and Department Heads
 - Police Chief Ozzie Carbajal, Police Department
 - Joe Mergen, Public Works Supervisor
 - Tom Schneider, Clerk/Adm. – present the following:
 - Recommendation to approve 2022 Election Judges
 - Holy Family School request MN Lawful Gambling LG220 application for exempt permit to conduct a raffle (Resolution 2022-28) and application for a 1-4 Day Temporary On-sale liquor license on October 8th.
 - Request by Gary Winkels, Fire Chief for installation of 7 or 8 off-street parking spaces south side of Fire Hall from Midland Avenue.
12. Mayor's announcements and letters
13. Mayor to announce next regular Council meeting date (July 6th) 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, June 1, 2022, in the Council Room at 400 Railroad Avenue for the said City.

Other Council members present were: Councilors Keith Heitzman, John R. Harlander, and Adam Rushmeyer. Councilor Al Amdahl was 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 Ellarry Prentice, Staff Writer, the Star Post. Members from the public present were: Joyce Thull, Hillcrest Restaurant and Stubby's Tavern, Steve Bates, Albany Bowl, Ray Fuchs, Albany Legion Club, Sheri Thill/Chad Schmidt, Rookies Sports Bar, Drew Stanley, Teals Liquor, Kris Schiffler, Shady's Hometown Tavern and Event Center, Don's 194 (Mellissa Lachinski, Ashley Larson, Sara Gondringer) Stu Austing, Annette Austing, and David Belford, Barbacoa American and Mexican Food, were present for the liquor license renewals.

The council recited the Pledge of Allegiance.

The council took notice of approval of payment of bills. Mr. Schneider informed the council no checks were prepared for the meeting due to computer software changes, but should be available for consideration at the next council meeting. After due discussion, a motion was made by John R. Harlander and seconded by Keith Heitzman to approve/authorize payroll expenditures. 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 May 18th and hearing none declared them approved.

Open forum/public comments: none

Mayor Tom Kasner welcomed the members from the public present for the meeting and the owners of the liquor and cigarette establishments. Police Chief Ozzie Carbajal noted the department conducts annual compliance checks for alcohol and cigarette licensees and found none in the last year. No questions were asked from the public or license holders. Mr. Schneider informed the council the liquor license renewal applications are for the license period between July 1, 2022 and June 30, 2023 and recommended approval. After due discussion, a motion was made by Keith Heitzman and seconded by Adam Rushmeyer to approve the following:

- On-Sale Liquor license: Rookies Sports Bar, Shady's Hometown Tavern and Event Center, Albany Bowl, Hillcrest Family Restaurant and Stubby's Tavern, JM Stationers, Inc., dba Barbacoa American and Mexican Food (outside patio area included).
- Off-Sale Liquor License: Teal's Liquor, Rookies Sports Bar, Hillcrest Family Restaurant and Stubby's Tavern, Albany Bowl, and Shady's Hometown Tavern and Event Center.

All voted for the motion and it carried.

After due discussion, a motion was made by John R. Harlander and seconded by Keith Heitzman to approve the Club On-sale Liquor Licenses for the following: Albany American Legion Club and Albany Golf Club. Voting for the motion were councilors John R. Harlander, Keith Heitzman, and Adam Rushmeyer and none voted against. Mayor Tom Kasner abstained and the motion carried.

After due discussion, a motion was made by Keith Heitzman and seconded by John R. Harlander to approve the following cigarette licenses: Teal's Liquor, Teal's Market, Albany Golf Club, Don's 1-94, Albany Tesoro, Holiday Store, Rookies Sports Bar, and Shady's Hometown Tavern and Events Center.

Voting for the motion were councilors John R. Harlander, Keith Heitzman, and Adam Rushmeyer and none voted against. Mayor Tom Kasner abstained and the motion carried.

After due discussion, a motion was made by Mayor Tom Kasner and seconded by Adam Rushmeyer to approve the 3.2% Malt (beer) Liquor License for Linn Companies dba Albany Holiday, 800 Shamrock Lane. All voted for the motion and it carried.

The Council also took notice of a request by the Albany Lions Club for a Temporary On-Sale Liquor license for Heritage Day to be held on Saturday, August 6th, at 400 Railroad Avenue. After due discussion, a motion was made by Keith Heitzman and seconded by Adam Rushmeyer to approve the said License. All voted for the motion and it carried.

The Council also took notice of a request by the Albany American Legion Club for a one-day 3.2% Malt (Beer) Liquor License to sell on-sale beer for the annual Car Show to be held on Friday, August 5th at the Albany Chrysler Center, 34650 225th Avenue. After due discussion, a motion was made by John R. Harlander and seconded by Adam Rushmeyer to approve the aforesaid license. All voted for the motion and it carried.

David Belford, Barbacoa American and Mexican Food, appeared before the council to present an amendment to Ordinance 60, Section 60.08, Subd. 4 (d) and (e). Mr. Belford requested the height for a fence be lowered from six (6) feet to four (4) feet and a gate not be required for an outside patio. Mr. Belford noted the alternative entrance to his building and patio will meet the American with Disabilities Act (ADA) requirements, but a gate would be difficult to open and close. Mr. Rushmeyer questioned if Mr. Belford could secure the gate in the open position during regular business hours, but lock the gate after to secure the patio furniture and other private property on the patio. Mr. Belford noted if that were an option he would comply and had no objection to leaving the fence at six (6) feet. Mayor Tom Kasner, with the consensus of the council, informed Mr. Belford he may open the gate during business hours, maintain a six (6) foot high fence, and there would be no changes to the aforesaid ordinance.

Mr. Mathiasen presented to the council Resolution 2022-23, a resolution declaring cost to be assessed, ordering preparation of proposed assessment, and calling for a public hearing on assessments for the 1st Street (TH238) and 8th Street/Shamrock Lane sidewalk Improvements in the amount of \$833,505. Mr. Mathiasen noted MnDOT will fund \$540,000+/-, the city \$287,615, and special assessments \$5,890. Mr. Mathiasen also noted the public hearing will be held at the council meeting on July 6th. After due discussion, a motion was made by Adam Rushmeyer who introduced the following resolution and moved its adoption:

RESOLUTION 2022-23
DECLARING COST TO BE ASSESSED; ORDERING PREPARATION OF
PROPOSED ASSESSMENT; AND CALLING FOR PUBLIC HEARING
ON ASSESSMENTS

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, 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 also presented to the council Resolution 2022-24, a resolution to convey city owned property to the Minnesota Department of Transportation (MnDOT) for TH238 right-of-way related to the 1st Street (TH238) and Railroad Avenue Intersection Improvements. Mr. Mathiasen noted the conveyance will be at no charge to MnDOT and the additional right-of-way is required for the proper construction of the aforesaid intersection improvements. After due discussion, a motion was made by John R. Harlander who introduced the following resolution and moved its adoption:

RESOLUTION 2022-24
CONVEYANCE OF CITY OWNED PROPERTY FOR
TH 238 RIGHT-OF-WAY

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

Mr. Mathiasen also presented to the council Payment Voucher No. 1 for the 2022 Capital Improvement Project. Mr. Mathiasen noted the payment voucher includes site removals, sanitary sewer, watermain, and storm sewer installation. After due discussion and upon recommendation from the city engineer, a motion was made by Adam Rushmeyer and seconded by John R. Harlander to approve Payment Voucher No. 1 to Breitbach Construction Company, Elrosa, MN, in the amount of \$141,825.27. All voted for the motion and it carried.

Mr. Mathiasen informed the council Stantec's survey crew completed elevation heights near the storm sewer inlet in the Trails Edge subdivision and surrounding residential properties that were affected by surface flooding during the May 12th rain event. Mr. Mathiasen noted additional information will be presented at the next meeting to determine how to minimize surface flooding in the future.

Councilor John R. Harlander presented to the council a proposed boundary that would prohibit the construction of any solar farm/gardens as per the request by Albany Township. Mr. Harlander noted the sections abutting the boundary of the city limits can easily be served with municipal water and sewer, but a solar farm would create a barrier and prevent future expansion of residential, commercial, and industrial development. After due discussion, a motion was made by John R. Harlander and seconded by Adam Rushmeyer to recommend to Albany Township to prohibit the construction of solar farm/gardens in Sections 9, 10, west 1/2 -14, 15, 16, 21, 22, west 3/4 -23, 26, and 27. All voted for the motion and it carried.

Mayor Tom Kasner informed the council the 2001 fire truck (ladder/snorkel-1977) was purchased from the city of Sauk Rapids and delivered a few days ago to the Albany Fire Department. Mayor Tom Kasner noted the cost of the used fire truck was \$15,000 and training will begin shortly for the firemen.

Police Chief Ozzie Carbajal presented to the council a Confidential Informants Model Policy that was prepared and approved by the Police Officer Standards Training (POST) Board; whereby POST recommended departments include the policy in their operations manual. After due discussion, a motion was made by Keith Heitzman and seconded by John R. Harlander to approve the Confidential Informants Model Policy for the Albany Police Department. All voted for the motion and it carried.

Mr. Mergen appeared before the council to recommend Troy Janski, Albany, MN, be hired as a seasonal part-time employee to work 20+/- hours per week mowing grass. After due discussion, a motion was made by Adam Rushmeyer and seconded by John R. Harlander to hire Mr. Jansky as a seasonal part-time employee in the Public Works Department. All voted for the motion and it carried.

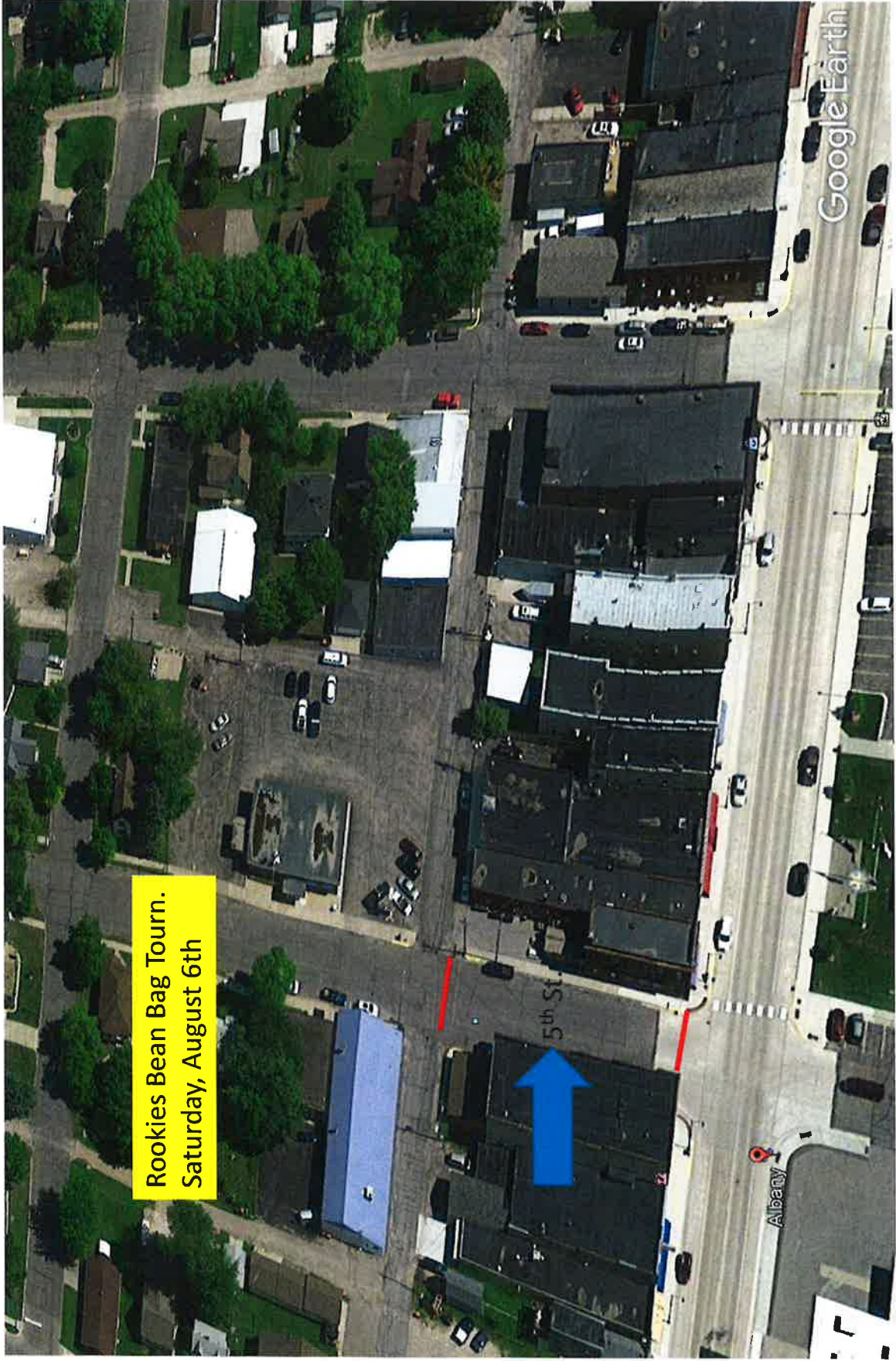
The council took notice of a Minnesota Department of Transportation (MnDOT) special event permit application submitted by Albany Area Community Education to conduct the annual Purple Pride 5K run/walk on TH 238 (Railroad Avenue) on Heritage Day, August 6th. Mr. Schneider noted the request is done annually and recommended approval. After due discussion, a motion was made by Mayor Tom Kasner and seconded by John R. Harlander to approve the said application. All voted for the motion and it carried.

Mr. Schneider presented to the council a proposed contract for service between Gila, LLC, a Texas Limited Liability Company and the city to allow Gila to serve as their vendor to provide online payment using credit/debit cards. Mr. Schneider noted the city will be changing vendors and will continue to charge three (3%) percent to customers who pay using this option. After due discussion, a motion was made by John R. Harlander and seconded by Adam Rushmeyer to authorize Mayor Tom Kasner to execute the said contract on behalf of the city. All voted for the motion and it carried.

Mayor Tom Kasner announced the next regular council meeting for 6:30 o'clock in the evening on Wednesday, June 15, 2022, and adjourned the meeting at 7:10 PM.

Tom Schneider
Clerk/Adm.

unofficial



Rookies Bean Bag Tourn.
Saturday, August 6th

Google Earth

5th St

Albany

CITY OF ALBANY, MN

CITY MAP

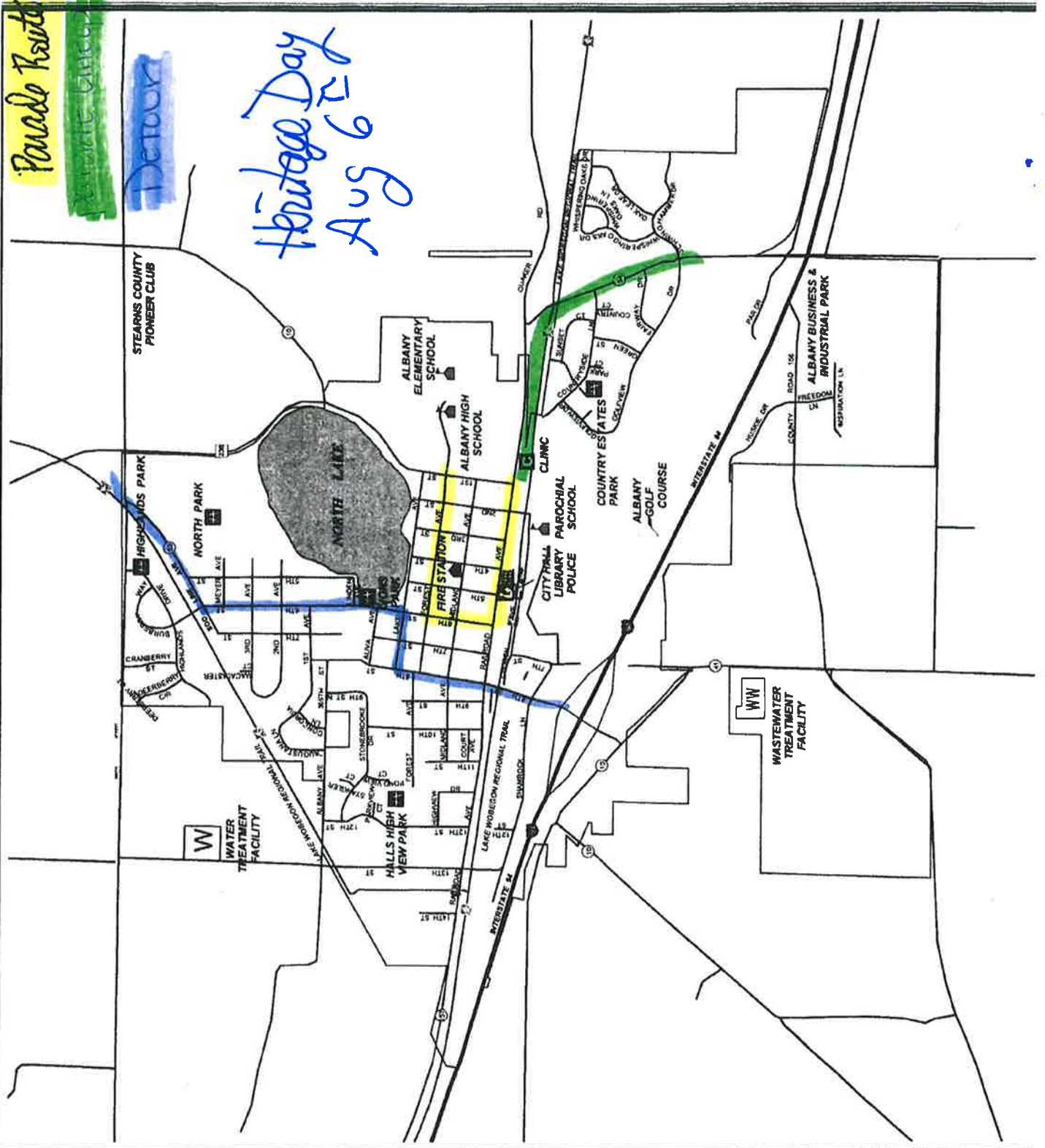
MARCH 2020

LEGEND

- INTERSTATE HIGHWAY
- CITY/COUNTY ROADS
- WATER FEATURES
- CITY BOUNDARY
- CLINIC
- PARK
- LIBRARY
- CITY HALL
- POLICE STATION
- FIRE STATION
- WASTEWATER TREATMENT FACILITY
- WATER TREATMENT FACILITY
- SCHOOL
- LAKE WOBEGON REGIONAL TRAIL



Data Provided By
City of Albany, Stearns County
Stearns County



BUILDING INSPECTION SERVICES CONTRACT

This agreement is entered into this _____ day of _____, 2022 by and between Inspectron Inc., a Minnesota corporation with its principle place of business located 15120 Chippendale Ave., Suite 202 Rosemount, MN 55068 hereinafter "Inspectron" and City of Albany, MN a Statutory Minnesota jurisdiction, with its principle offices located at 400 Railroad Ave, Albany, MN 56307 (hereinafter "[City]").

WHEREAS, the [City] has enacted the Minnesota Building Code (the "Code");

WHEREAS, the [City] requires building inspection services to ensure compliance with the Code;

WHEREAS, Inspectron and or its employees are licensed to provide such inspection services;

WHEREAS, the [City] desires to enter into an agreement for the purchase of building inspection services with Inspectron; and

WHEREAS, Inspectron desires to provide such services to the [City].

NOW THEREFORE, upon adequate consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. **Inspection Services.** During the term of this agreement, Inspectron agrees to perform the following services:

- a. Providing Building Code inspections as required by Minnesota Statutes and local ordinance;
- b. Providing re-inspections as required;
- c. Issuing occupancy permits upon final completion of the structure.
- d. Review of building plans for compliance with building code requirements.
- e. Other responsibilities as outlined in proposal _____, 2022.
(attached as Exhibit A)

City agrees to provide Inspectron with access to pertinent information, records, systems and data, as determined necessary in the discretion of Inspectron. The City shall provide all required forms. Inspectron shall assist in the responsibilities of administration and enforcement of its zoning ordinance, initiating and confirming all building permits for final zoning approval and land use. City shall hold Inspectron harmless and indemnify Inspectron from any and all claims that arises or may arise from zoning, land use, ordinances or incomplete or incorrect information on the permit application except to the extent such claims arise out of the negligence or intentional acts of Inspectron. Inspectron shall hold the City harmless and indemnify the City from all claims that arise out of Inspectron's negligence or intentional misconduct in performing the services hereunder.

Such indemnification and hold harmless shall specifically include damages, claims, costs and reasonable attorney fees.

Inspectron shall perform the services under this contract at such location and at such times as Inspectron deems appropriate while providing the service to diligently carry out the terms of this agreement.

Inspectron shall provide all tools, transportation, and communication devices it deems necessary to carry out the field services of this agreement.

Inspectron agrees to proceed diligently and in accordance with its usual course and manner of business and in accordance with accepted industry standards. Inspectron may at its discretion retain subcontractors in the performance of this agreement. Inspectron agrees to perform additional services, to which the parties agree during the term of this contract, under the terms and conditions of this agreement.

2. Term of Agreement. This agreement is effective commencing _____ 2022 and shall consist of a period of 12 months of service. This agreement may be automatically extended each upon such terms and conditions as contained herein.

3. Payment. In consideration of such consulting work, the City agrees to pay to Inspectron under the following schedule:

Inspectron will have personnel available as needed 5 days per week to cover the building inspection services outlined in the Proposal Scope of Services.

Inspectron, Inc. will provide the services listed in the Building Inspection Scope of Services for 75% of the building permit fee plus 100% of the plan review fee. Services will be billed to the City on a monthly basis.

Inspectron, Inc. will provide the services listed in the Zoning Scope of Services at the hourly rate of \$85.00/per hour and will be added to the monthly invoice. Reviewing the building plans for compliance with the Zoning Ordinance and field verification of setbacks will be included in the building plan review and inspections at no extra charge to the City.

Any work performed at the request of the City outside of the Building Inspection Scope of Services will be billed at \$85.00/per hour and will be added to the monthly invoice.

All transportation, communication, tools and insurance costs will be the direct responsibility of Inspectron, Inc. All records will be maintained in accordance with the City adopted record retention schedule, at the office of Inspectron, Inc. The records will be available to the City for examination at any time during normal business hours or any other pre-arranged time. Records for all closed projects shall be delivered to the City on a quarterly basis.

Attendance at requested meetings will be billed at \$85.00 per hour of attendance plus travel time one way from the Rosemount office and will be added to the monthly invoice.

Inspections requested outside of normal business hours, M-F 8:00 a.m. to 4:30 p.m. will be billed to the contractor at \$85.00 per hour in addition to the permit fee. A 1-hour minimum will apply. Inspectron Inc. will retain 100% of this fee.

Additional work agreed to by the parties shall be paid at the rate of \$85.00 per hour of services. All work shall be billed on a monthly basis and shall be due and payable within 30 days of receipt of such billing.

4. Confidentiality. City agrees that it will not reveal, divulge or make known to any person, firm, or corporation any secret or confidential information during or after the term of this agreement. Confidential information shall be defined as knowledge, systems, practices, forms and written plan review format used by Inspectron in the delivery of service under this contract. The City shall use such confidential information for the limited purposes of this agreement.

5. Relationship. Nothing in this agreement shall be construed to create employment, a partnership, joint venture, license or agency relationship and neither party shall have the right or authority to bind the other. The City agrees that it will not hire any of Inspectron's employees, who have provided services under this agreement, during the term of this contract or for a period of one year after the expiration or termination of this agreement, without the express written consent of Inspectron. In the event the City hires such Inspectron employee(s) (with or without express written consent of Inspectron); the City shall notify Inspectron and pay a fee of ten (10%) percent of the employee's 1st year annual salary with the City. Such payment shall be due upon commencement of employment with the City.

6. Termination. This agreement may be terminated by either party upon sixty (60) days written notice. Such termination shall not affect the rights and obligations of the parties accrued prior to the termination date or rights under paragraph 3 and 4.

7. Assignability. This agreement shall not be assignable by either party without the written consent of the non-assigning party.

8. Law. This contract shall be governed by the law of the State of Minnesota. The parties agree that the venue of any legal action arising under the agreement shall be Stearns County, Minnesota. The parties further agree that in the event either party brings an action against the other to enforce any condition or covenant of this agreement the prevailing party shall be entitled to recover its court costs and reasonable attorney fees in the judgement rendered in such action.

9. Severability. If any provision of this agreement shall be held by any court to be illegal, invalid or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as to be legal, valid or enforceable. Such illegality, invalidity or

unenforceability shall not have effect upon or impair the enforceability of any other provision of this agreement.

10. Entire Agreement. This agreement constitutes the entire agreement between the parties. This agreement may be amended only by written agreement of both the City and Inspectron.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

City of Albany

Inspectron, Inc.

By: _____

By: _____

Its: _____

Its: _____

“Appendix A”

Proposal Scope of Services

Building Inspection

Inspectron, Inc. proposes to provide building department administration including plan review, permit issuance, field inspections, correction notice issuance and re-inspection, certificate of-occupancy issuance, monthly, quarterly and annual reports to City Council, Planning Commission and outside agencies and interact with contractors and general public on complaints and code questions. Inspectron Inc. will calculate the project valuation for determination of building permit fees for every permit.

City will:

1. Provide a plan submittal checklist to all permit applicants outlining required submittals to accompany the application.
2. Approve permits and provide them within 24 hours to Inspectron.
3. Review all permit applications for land use compliance.
4. Review all permit applications for compliance with setback dimensions, lot coverage limits and minimum lot dimensions.
5. Verify Certificates of Occupancy’ are ok to release.
6. Calculate the project valuation for determination of building permit fees for every permit.

Permits will be issued for all construction work as required in MN State Building Code Chapter 1300. These permits will include but not be limited to:

1. New construction, addition, alteration, repair, remodel, modification, demolition, or relocation of all residential and non-residential and accessory structures.
2. Roofing, siding, window replacement.
3. Signs
4. Plumbing new, addition, alteration, remodel, repair or modification.
5. Mechanical new, addition, alteration, remodel or modification.
6. Fire Suppression Systems
7. Fire Alarm Systems

The service will also include reviewing permit applications with the City’s Zoning ordinance for land use compliance. This will involve reviewing all permit applications for compliance with setback dimensions, lot coverage limits and minimum lot dimensions. The project will be field inspected to ensure compliance with the Zoning Ordinance dimensional standards.

The average turnaround time for residential projects will be 7 – 10 days after receipt of all necessary information. Minor residential projects such as roofing, siding, window replacement and minor repairs will not require plan review. These permits can be issued immediately. The average turnaround time for a commercial or other non-residential

project will be 10-15 days after receipt of all necessary information as required in MN Rule 1300. A plan submittal checklist will be provided to all permit applicants outlining required submittals to accompany the-application. Written plan review comments are provided to every applicant when plan review is determined necessary

Our office receptionist will schedule all inspections when the permit holder calls Inspectron's Rosemount office at 651-322-6626. A 24-hour notice is required for all inspection. All inspections will be scheduled within 24 hours of the time requested.

Computerized permit activity and inspection activity reports will be provided with the monthly billing for Planning Commission and Board review. Inspectron will also provide the reports on forms provided by the City if required.

A copy of the monthly permit activity report will be submitted to the County Assessor.

Inspectron will prepare the electronic surcharge reports for submittal to the State Treasurer. The City shall forward the report with appropriate fees.

Inspectron, Inc. will provide effective, efficient and expedient service by utilizing its Rosemount team of inspectors and plan review staff for inspections and plan reviews. Additional staff will be hired to supplement as needed. Ron Wasmund or Mark Luostari will serve as the Building Official of Record and serve as the Project Manager.

Zoning Administration

Upon Written Request of the City Council, Inspectron Inc. will provide Zoning Assistance to the City Council with review of the zoning ordinance standards, district standards and administration of the zoning ordinance as the specific zoning requests or projects require.

Fire Marshall

Inspectron Inc. will provide Fire Marshall services to include but not limited to:

1. Plan review and inspection of all multi-family and non-residential building plans for compliance with MN Fire Codes.
2. Plan review and inspection of all fire suppression systems for compliance with MN Building Codes, MN Fire Codes and NFPA Standards.
3. Plan review and inspection of all fire alarm systems for compliance with MN Building Codes, MN Fire Codes and NFPA Standards.
4. Coordination with the Fire Chief for response preplanning on all new multifamily and non-residential buildings.

Fee Schedule

Inspectron Inc. proposes to use the 1997 Table 1A fee schedule to establish building permit fees. Inspectron Inc. will review the adopted fee schedule for compliance with the Building Code and State Statutes and advise the City Council if changes are required.

The building permit fee will be calculated on the valuation of the proposed project. The building official will calculate the project valuation using the Construction Cost Data published by the State Building Codes and Standard Division annually around the month of May.

A plan review fee of 65% of the building permit fee for commercial permits and 50% for residential permits will be charged for every project which in the sole discretion of the building official requires a plan to be submitted to demonstrate or clarify the project being permitted.

In addition to the building permit and plan review fees, the applicant must also pay a surcharge fee in accordance with Minnesota Statutes 16B.70

Separate plumbing and mechanical permits will be required in addition to the building permit for all construction projects that involve installation or changes to the plumbing and mechanical systems.

Terms

Inspectron will have personnel available as needed 5 days per week to cover the building inspection services outlined in the Building Inspection Scope of Services.

Inspectron, Inc. will provide the services listed in the Building Inspection Scope of Services for 75% of the building permit fee plus 100% of the plan review fee. Services will be billed to the City on a monthly basis.

Inspectron, Inc. will provide the services listed in the Zoning Enforcement Scope of Services at the hourly rate of \$85.00/per hour and will be added to the monthly invoice. Reviewing the plans for compliance with the Zoning Ordinance and field verification of setbacks will be included in the building plan review and inspections at no extra charge to the City.

Any work performed at the request of the City Council outside of the Building Inspection Scope of Services will be billed at \$85.00/per hour and will be added to the monthly invoice.

All transportation, communication, tools and insurance costs will be the direct responsibility of Inspectron, Inc. All records will be maintained in accordance with the City's adopted record retention schedule, at the office of Inspectron, Inc. The records will be available to the City Council for examination at any time during normal business hours or any other pre-arranged time. Records for all closed projects will be delivered to the City on a quarterly basis.

Attendance at requested meetings will be billed at \$85.00 per hour of attendance plus travel time one way from the Rosemount office and will be added to the monthly invoice.

Inspections requested outside of normal business hours, M-F 8:00 a.m. to 4:30 p.m. will be billed to the contractor at \$85.00 per hour in addition to the permit fee. A 1-hour minimum will apply. Inspectron Inc. will retain 100% of this fee.

Additional plan review required by changes, additions or revisions to an approved plan after it has been reviewed will be billed to the contractor at \$85.00 per hour in addition to the permit fee. A 1-hour minimum will apply. Minor adjustments or changes to the plan that do not affect the scope or structural elements of the project will not require additional review.

Inspectron will bill the City an hourly rate of \$85.00 per hour for all Fire Marshall Services on a monthly basis.

Respectfully Submitted,

Ron Wasmund
President
Inspectron Inc.

City of Albany Permit Fee Schedule

Residential Permits

Building Permits

Residential Permit Fee	Valuation based using UBC Table 1A
Plan Review Feedback	50% of Permit Fee
State Surcharge	The greater of .0005 x valuation or \$1.00

Building Permits - Maintenance

Roofing	\$100 + \$1.00 State Surcharge = \$101.00
Siding	\$100 + \$1.00 State Surcharge = \$101.00
Demolition	\$150 + \$1.00 State Surcharge = \$151.00
Window Replacement (same size)	\$100 + \$1.00 State Surcharge = \$101.00
Window Replacement (with structural change)	Valuation based using UBC Table 1A
Fences and Walls under 6'	\$100 + \$1.00 State Surcharge = \$101.00

Plumbing Permit

Residential Alteration	\$100 + \$1.00 State Surcharge = \$101.00
Residential New	\$100 + \$1.00 State Surcharge = \$101.00
Sprinkler/Irrigation System	\$100 + \$1.00 State Surcharge = \$101.00

Mechanical Permit

Residential Alteration	\$100 + \$1.00 State Surcharge = \$101.00
Residential Fireplace	\$100 + \$1.00 State Surcharge = \$101.00
Residential New	\$100 + \$1.00 State Surcharge = \$101.00

ISTS Permits - New, Replace or Repair

Permit Fee	\$400
Township Filing Fee	\$25

Commercial Permits

Building Permits

Building Permit Fee	Valuation based using UBC Table 1A
Plan Review Fee	65% of Permit Fee
State Surcharge	The greater of .0005 x valuation or \$.50

Commercial Demolition Permits

Building Permit Fee	Valuation based using UBC Table 1A
Plan Review Fee	65% of Permit Fee
State Surcharge	The greater of .0005 x valuation or \$.50

Plumbing Permits

Building Permit Fee	Valuation based using UBC Table 1A
Plan Review Fee	65% of Permit Fee
State Surcharge	The greater of .0005 x valuation or \$.50

Mechanical Permits

Building Permit Fee	Valuation based using UBC Table 1A
Plan Review Fee	65% of Permit Fee
State Surcharge	The greater of .0005 x valuation or \$.50

Fire Suppression and Alarm Permits

Plan Review Fee	Valuation based using UBC Table 1A
State Surcharge	65% of Permit Fee The greater of .0005 x valuation or \$.50

Fences/Walls over 6 Feet & Permanent Signs

Permit Fee	Valuation based using UBC Table 1A
Plan Review Fee	50% of Permit Fee
State Surcharge	The greater of .0005 x valuation or \$.50

Zoning Permits

Agriculture Buildings

Permit Fee	Valuation based - \$100 for \$0 to \$20,000 and \$6.00 per \$1,000 thereafter
No Plan Review Fee	
No Surcharge Fee	

Grain Bins

Flat fee of \$100

Inspections Outside Normal Business Hours

\$60 per hour, 1 hour minimum

Inspections for which no fee is specifically indicated

\$50.00 per inspection

Investigation Fees

Work which was started without a permit shall be subject to an investigation fee equal to the permit fee, less the surcharge

Updated 1/1/2022

1994 UNIFORM BUILDING CODE TABLE 1-A – BUILDING PERMIT FEES Valuation	Fee
\$1 to \$2000	\$21 for the first \$500 plus \$2.75 for each additional \$100, or fraction thereof, to and including \$2,000
\$2001 to \$25,000	\$62.25 for the first \$2000 plus \$12.50 for each additional \$1000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$349.75 for the first \$25,000 plus \$9.00 for each additional \$1000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$574.75 for the first \$50,000 plus \$6.25 for each additional \$1000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$887.25 for the first \$100,000 plus \$5.00 for each add'l \$1000, or fraction thereof, to and incl. \$500,000
\$500,001 to \$1,000,000	\$2,887.25 for the first \$500,000 plus \$4.25 for each add'l \$1000, or fraction thereof, to and incl. \$1,000,000
\$1,000,001 and up	\$5,012.25 for the first \$1,000,000 plus \$2.75 for each add'l \$1000, or fraction thereof

Calculation based on 50% of Permit Fee:

Enter valuation in A2
300,000

New single family Residential Home = 50% of Building Permit Fee
Commercial = 65% of Building Permit Fee

Total Valuation	Valuation	Additional			Overage		New House			New House Total Permit
		Base Fee	Amount	Per	Calc	Amount	Plan Check Fee	State Surcharge	Admin Fee	
\$1.00 to \$25,000.00	0	62.25	12.5	1000	1000	-2	\$37.25	\$24.21	\$0.00	\$0.00
\$25,001.00 to \$50,000.00	0	349.75	9	1000	1000	-25	\$124.75	\$81.09	\$0.00	\$0.00
\$50,001.00 to \$100,000.00	0	574.75	6.25	1000	1000	-50	\$262.25	\$170.46	\$0.00	\$0.00
\$100,001.00 to \$500,000.00	300000	887.25	5	1000	1000	200	\$1,887.25	\$943.63	\$150.00	\$2,980.88
\$500,001.00 to \$1,000,000.00	0	2887.25	4.25	1000	1000	-500	\$762.25	\$495.46	\$0.00	\$0.00
\$1,000,001.00 and Up	0	5012.25	2.75	1000	1000	-1000	\$2,262.25	\$1,470.46	\$0.00	\$0.00

Calculation based on \$100.00 Plan Check Fee:

Enter valuation in A2
300,000

New single family Residential Home = \$100
Commercial = 50% of Building Permit Fee

Total Valuation	Valuation	Additional			Overage		New House			New House Total Permit
		Base Fee	Amount	Per	Calc	Amount	Plan Check Fee	State Surcharge	Admin Fee	
\$1.00 to \$25,000.00	0	62.25	12.5	1000	1000	-2	\$37.25	\$100.00	\$0.00	\$0.00
\$25,001.00 to \$50,000.00	0	349.75	9	1000	1000	-25	\$124.75	\$100.00	\$0.00	\$0.00
\$50,001.00 to \$100,000.00	0	574.75	6.25	1000	1000	-50	\$262.25	\$100.00	\$0.00	\$0.00
\$100,001.00 to \$500,000.00	300000	887.25	5	1000	1000	200	\$1,887.25	\$100.00	\$150.00	\$2,137.25
\$500,001.00 to \$1,000,000.00	0	2887.25	4.25	1000	1000	-500	\$762.25	\$100.00	\$0.00	\$0.00
\$1,000,001.00 and Up	0	5012.25	2.75	1000	1000	-1000	\$2,262.25	\$100.00	\$0.00	\$0.00

Difference of \$843.63

Building Permit Application for City of Albany

Permit Number: _____

Inspection, Inc.

15120 Chippendale Ave. Suite 202
Rosemount, MN 55068

Main Office: 651-322-6626

Fax Number: 651-322-7580

Toll Free Number: 1-800-322-6153

Project Address	Street	City	State / Zip	Property ID #
Applicant Name	Street Address		Applicant Phone Number	
City	State	Zip	Applicant E-Mail	
Owner Name	Street	City	State / Zip	
Phone Number				
Contractors Name	Street	City	State / Zip	
Contractors State License Number (required)			Expiration Date	Phone Number/Email
Brief Project Description			Completed Value (includes labor and materials)	
Intended Use				

Project Information

Permit Type	Project Proposed Use	Type of Construction	Zoning District	
<input type="checkbox"/> Building <input type="checkbox"/> Mechanical <input type="checkbox"/> Plumbing	<input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Agricultural <input type="checkbox"/> Industrial <input type="checkbox"/> Townhouse <input type="checkbox"/> Public <input type="checkbox"/> Multi Family (+5)	<input type="checkbox"/> Accessory Building <input type="checkbox"/> Addition <input type="checkbox"/> Interior Remodel <input type="checkbox"/> Deck/Porch <input type="checkbox"/> Foundation Only <input type="checkbox"/> Siding <input type="checkbox"/> Roofing <input type="checkbox"/> Window Replacement <input type="checkbox"/> Furnace <input type="checkbox"/> New Construction	<input type="checkbox"/> Repair <input type="checkbox"/> Fire Suppression <input type="checkbox"/> Fire Alarm <input type="checkbox"/> Demolition <input type="checkbox"/> Fireplace <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Fence/Wall <input type="checkbox"/> Aboveground Pool <input type="checkbox"/> InGround Pool <input type="checkbox"/> Relocation	<input type="checkbox"/> AG-Agriculture <input type="checkbox"/> RR-Rural Residential <input type="checkbox"/> MXR-Mixed Residential <input type="checkbox"/> CB-Commercial/Business <input type="checkbox"/> CO-Conservancy Overlay <input type="checkbox"/> FO-Flood Plain Overlay <input type="checkbox"/> SO-Shoreline Overlay <input type="checkbox"/> ME-Mineral Extraction

Notice: Separate permits are required for plumbing, heating, fireplace installation, electrical work and installation of the septic system. The permit shall become null and void unless the work or construction authorized by the permit is commenced within 180 days after its issuance, or if the work authorized by the permit is suspended or abandoned for a period of 180 days after the time the work is commenced.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provision of any other State or Local law regulating construction of the performance of construction. This building permit may be suspended or revoked if the permit has been issued in error or on the basis of incorrect information supplied or in violation of any ordinance or regulation of the City of Albany. All permit fees and other costs to review the application that are incurred by the City for professional consultants, will be paid prior to issuance of the Building Permit. Interest will not be paid out on escrow dollars and any interest earned on the account will go into the general account for administration fees.

Signature of Applicant _____

Date _____

Make check payable to the City of Albany

Building Permit Approval

By: _____ Date _____

Building Official

**CITY OF ALBANY
COUNTY OF STEARNS
STATE OF MINNESOTA**

**NOTICE OF PUBLIC HEARINGS
on
APPROVAL OF PROPERTY TAX ABATEMENT
and
PROPOSED BUSINESS SUBSIDY FOR SHAMROCK LANE RENTALS LLC**

Notice is hereby given that the City Council of the City of Albany, Minnesota (the "City") will meet beginning at 6:30 p.m. on Wednesday, June 15, 2022, at the City Hall, 400 Railroad Avenue, Albany, Minnesota, to conduct public hearings to consider the following:

Granting a property tax abatement under Minnesota Statutes, Sections 469.1812 to 469.1815, to assist the construction of a new commercial facility within the City (the "Property"). The Property is described as follows:

Tax Parcel No. 40.25444.0100

The tax abatement to be collected by the City shall not exceed a period of fifteen years commencing with taxes payable 2024. The maximum cumulative amount of the abatement shall not exceed \$250,000 over that fifteen year period.

And:

Relating to the proposed business subsidy agreement with Shamrock Lane Rentals LLC, pursuant to Minnesota Statutes, Section 116J.993 through 116J.995, inclusive, as amended.

Any person with residence in or owner of taxable property in the City of Albany may file a written complaint with the City if the City fails to comply with the Minnesota Statute noted above. If written notice is not filed with the City, no action may be taken against the City for failure to comply.

A draft copy of the abatement resolution containing the terms of the abatement, and a summary of the Business Subsidy Agreement, will be on file at City Hall and available for public inspection on and after the date of this notice. Any person wishing to express an opinion on the matters to be considered at the public hearings will be heard orally or in writing.

Tom Schneider
City Administrator

City of Albany, Minnesota

Business Subsidy Application

Business Name: Shamrock Lane Rentals LLC
Business Address: 1301 Shamrock Lane Box 661
City: Albany State: MN Zip: 56307
Contact Person: Joe Peternell
Daytime Phone: 845-2023 Evening Phone: 320-250-3289

For office use only:
Application # 2022-01
Date Received 5-18-22
Development District -
Finance District -
Application Fee Paid 150-

pd
chr
2792

Type of assistance requested:

___ Tax Increment [X] Tax Abatement ___ Other (please specify)

Amount of assistance requested: \$ 300,000

Projected start date: 7-1-22 Projected completion date: 12-31-22

Project Information

Please attach a description of the proposed project AND a description of why the assistance is needed. Be specific as possible.

Estimated Costs (please itemize)

Estimated Costs table with 8 rows and Total Costs row. Includes handwritten note 'see attached'.

Financing Sources (please itemize)

Financing Sources table with 8 rows and Total Funds row. Includes handwritten note 'see attached'.

Project Site:

Parcel #'s: 40.25444.0100

Please attach a legal description of the property. [checkmark]

If the assistance is for a building project:

Estimated value after project completion: \$ 2.2m

Size of Building 20K sq. ft. Building Type Concrete & Wood

Function of Building: Professional / office

Provide a sketch plan and/or site plan for the project with specific building information.

Public Purpose and Job Creation Information

What benefits will the City and its residents gain if assistance is provided?

Job Creation Job Retention Job Training Land Clean Up
 Tax Base Removal of Blight Redevelopment Other (please list)

If job creation is part of your proposal please list:

of full-time jobs created _____ # of part-time jobs created _____
Average full-time salary \$ _____ Average part-time salary \$ _____

Banker's Information

Name of Bank: Magnifi Financial Contact Name: Chad Hess
Address: Melrose Phone Number: 320-429-1936

Ownership/Company Information

Type of company (corporation, etc): LLC
Owner(s) name(s): Joseph Peterzell Address: Box 661
Phone number: 320-250-3289 Is there a parent company? NO

If there is a parent company, please describe the relationship in detail.

Has the business, owners or parent company ever declared bankruptcy? No Yes

If yes is checked, you must include information about the bankruptcy.

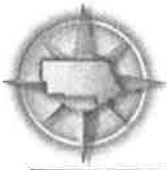
Has your business or parent company received a business subsidy, for this or any other project, from another Minnesota unit of government during the past 5 years?

Yes No:

If yes is checked, please attach a description of the subsidy and by whom it was provided.

This application must be accompanied by a \$150.00 application fee. Depending upon the type of assistance requested, you may also be required to provide the City with a deposit to cover administration and consulting expenses associated with your project. Unused funds will be returned upon completion of this process. The applicant agrees to provide additional information if requested by the City.

Joseph Peterzell Owner 5-18-22
Applicant Title Date



Stearns County Minnesota

Permit No.	Permit Type	Issue Date	Status	Structure	Category Name
------------	-------------	------------	--------	-----------	---------------

Restrictions

Type	Document Number	Date	Acres
------	-----------------	------	-------

Feedlot Registration

Status	County ID
--------	-----------

Orange Book

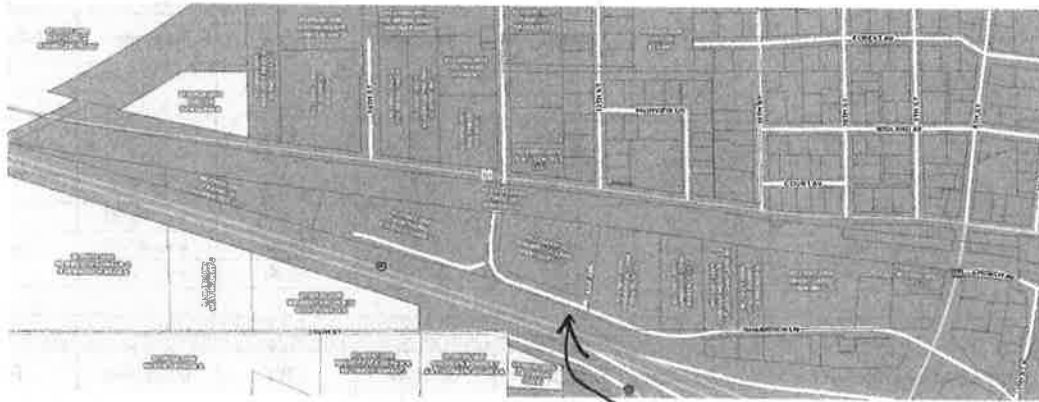
Type	City-Township	Section	Township	Range
Orange Book	ALBANY CITY	16	125	31

Transfer Book History

Book	Page	Parcels
34	141	40.25444.0100, 40.25444.0110

Apex Sketch

GIS Map



Data is as represented in Stearns County Databases, It is NOT Intended for Locational Use and Stearns County waives all liability from this product. Stearns County is the local administrator of the Minnesota Wetland Conservation Act. Some areas of regulated wetland have been delineated but there are other areas of wetland that have not been delineated. Questions concerning the presence of wetland and permissible activities should be directed to Stearns County Environmental Services

SITE

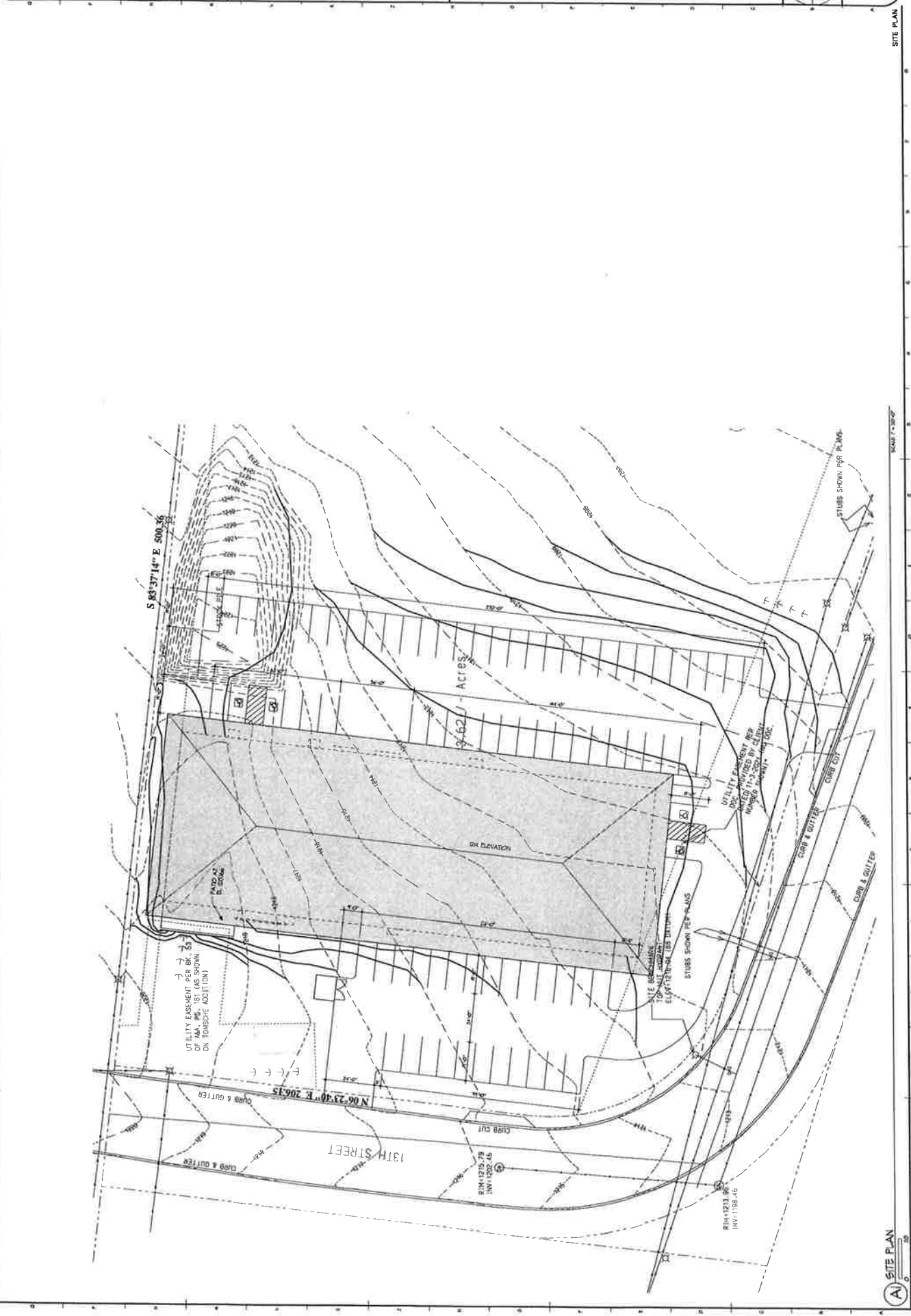
DESCRIPTIONS	MAGNIFI FINANCIAL	BY OWNER
KOTZER EXCAVATING		
FOUNDATION & FLOOR	\$ 231,000.00	\$ 75,000.00
WORMS SIDEWALK & PARKING LOT	\$ 253,000.00	
WORMS ROOF	\$ 414,000.00	
ALBANY MFG RED IRON		\$ 35,000.00
ST ROSA INTERIOR FRAMING MATERIAL	\$ 39,000.00	
INTERIOR FRAMING LABOR & DOORS		\$ 40,000.00
INTEX INSULATION	\$ 49,000.00	
INTERIOR DOORS	\$ 23,000.00	
EAST SIDE GLASS	\$ 84,000.00	
HVAC MATERIAL	\$ 103,000.00	
PLUMBING MATERIAL	\$ 35,000.00	
HVAC & PLUMBING LABOR		\$ 40,000.00
BORDER STATES ELECTRIC	\$ 43,000.00	
ELECTRIC LABOR		\$ 37,000.00
LIGHT POLES		\$ 10,000.00
SUNSPENDED CEILING	\$ 58,000.00	
TAPE & SPRAY		\$ 75,000.00
GARAGE DOORS	\$ 6,000.00	
HENNEN FLOORING	\$ 77,000.00	
WELLS CONCRETE	\$ 325,000.00	
ARCHITECT & CIVIL		\$ 25,000.00
LAND	\$ 200,000.00	
TOTAL	\$ 1,940,000.00	\$ 337,000.00
GENERAL CONTRACT		\$ 100,000.00
GRAND TOTAL		\$ 447,000.00



SHAMROCK LANE DEVELOPMENT
JOE PETERNELL
SHAMROCK LANE
ALBANY, MINNESOTA

ARCHITECTURE
OUTSOURCE
DANBURY, WI 54820
ST. CLOUD, MN 56302
OFFICE: 820.267.4200
P.O. BOX 2214
DATE: 04-25-22

DATE: 04-25-22
SIGNED: [Signature]
DRAWN: [Signature]
CHECKED: [Signature]
DATE: 04-25-22
PROJECT: SHAMROCK LANE DEVELOPMENT
SHEET: A0.1
SCALE: AS SHOWN
BY: [Signature]
DATE: 04-25-22





A3.1

SHAMROCK LANE DEVELOPMENT
JOE PETERMELL
ALBANY, MINNESOTA
SHAMROCK LANE

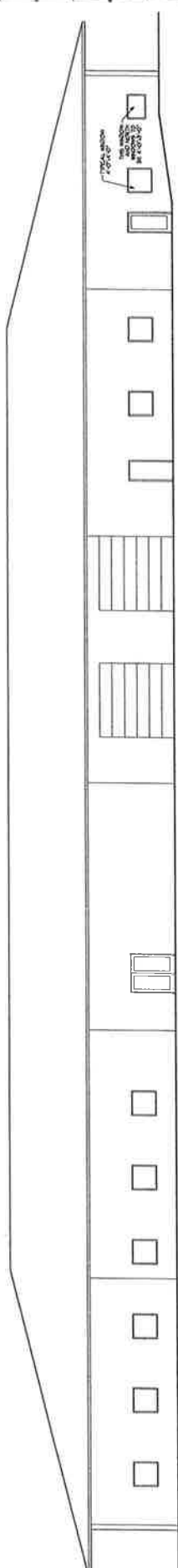
CDMM • 2022011

ARCHITECTURE
GOVERNMENT AND BUSINESS ADMINISTRATION, LLC
ST. CLOUD, MN 56302
305 STATE ROAD 77
KASSON, MN 56450

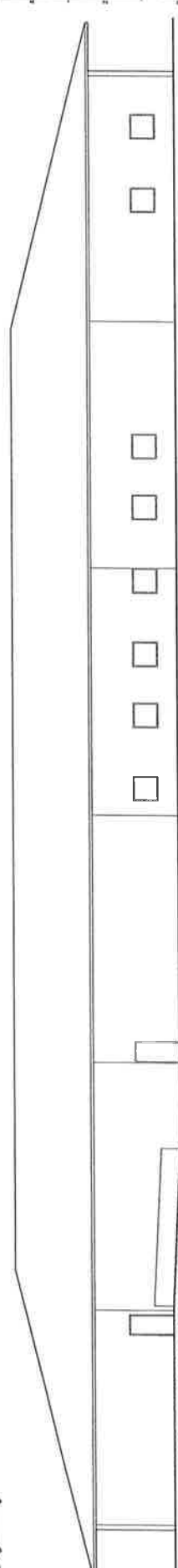
DATE: 04-29-22
SIGNED: [Signature]
PROJECT: SHAMROCK LANE DEVELOPMENT
JOB NO.: 44794
DRAWN BY: DAVID A. WICK

THIS DOCUMENT IS NOT VALID FOR A FUTURE PERMIT
UNLESS SPECIFICALLY NOTED OTHERWISE
I HEREBY CERTIFY THAT THE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF
REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA
DATE: 04-29-22
SIGNED: [Signature]
PROJECT: SHAMROCK LANE DEVELOPMENT
JOB NO.: 44794
DRAWN BY: DAVID A. WICK

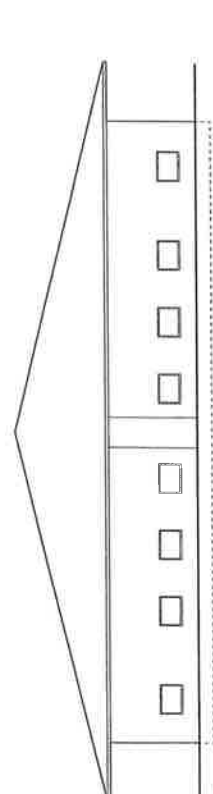
EXTERIOR ELEVATIONS



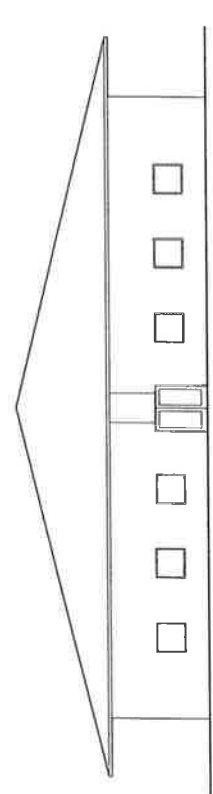
1) EAST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



2) WEST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



3) NORTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



4) SOUTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

6-8-22

City of Albany, Minnesota

Property Tax Abatement Plan (Shamrock Lane Rentals LLC 2022)

Public Hearing: June 15, 2022



DDA

David Drown Associates, Inc.
Public Finance Advisors

Minneapolis Office:
5029 Upton Avenue South
Minneapolis, MN 55410
612-920-3320 (phone); 612-605-2375 (fax)
www.daviddrown.com

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Property Tax Abatement Plan (Shamrock Lane Rentals LLC 2022)

Introduction

Shamrock Lane Rentals LLC (hereinafter the "Developer") desires to construct a new facility within the City of Albany (hereinafter the "City"). The Developer will add 20,000 square feet of commercial space. The facility will be lease by a professional service/finance firm for its primary office and headquarters. The new facility will be located at 1301 Shamrock Lane (hereinafter the "Project"). Due to rising costs of construction and labor, along with the prior removal of blighted structures, the Developer has requested Tax Abatement assistance from the City. The parcel number is 40.25444.0100.

Section 1 Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"City" means the City of Albany, Minnesota.

"County" means Stearns County, Minnesota

"Developer" means Shamrock Lane Rentals LLC, Joe Peternell, it's successors or assigns.

"Plan" means the Tax Abatement Plan associated with assisting the Developer (this document) and associated approving Resolution (defined below).

"Project" means the expansion of Shamrock Lane Rentals LLC, approximately a new 20,000 square foot commercial building.

"Project Area" means the geographic area or tax parcels included in the Tax Abatement Project, specifically Parcel No. 45.25444.0100.

"Resolution" means the Resolution Approving Property Tax Abatement adopted on June 15, 2022 by the City Council of Albany.

"State" means the State of Minnesota.

"Tax Abatement Law" means Minnesota Statutes, Sections 469.1812 to 469.1815, both inclusive, as may be amended from time to time.

Section 2 Statutory Authorization

The City is empowered under the provisions of Tax Abatement Law to authorize property tax abatement.

Section 3 Statement of Need and Public Purpose / Public Benefits

Without the assistance contemplated in this Plan, the Developer would be unable to move forward which would prevent the public benefits associated with the Project. The Project serves the following public purposes listed under State Statute 469.1813, Subdivision 1:

1. the tax abatement shall increase tax base,
2. provide employment opportunities in the City, and
3. help redevelopment or renew a blighted property.

The City hereby makes the finding that the benefits of the Project shall equal or exceed the cost of the tax abatement based on the following:

1. the Project will result in investment of approximately \$2.2 million worth of local development spending (or more),
2. Increase in tax base, and
3. Create employment opportunities.

Section 4 Specific Development Expected

The Developer will construct a 20,000 square foot new commercial facility. Substantial construction will be completed in 2022 resulting in the first tax abatement year of 2024 for the new facility.

Section 5 Property to be Included

The property to be included in this Plan is made up of one parcel (Parcel No. 40.25444.0100). A map showing the location of the Project Area is included as Exhibit 1 of this document.

Section 6 Estimated Sources and Uses of Funds (Public Costs)

The Developer has requested tax abatement assistance to soften the impact with rising construction costs. The City intends to use the tax abatements to reimburse the Company on a pay-as-you-go basis up to \$250,000 of project costs utilizing Tax Abatements.

The public benefit is found to equal or exceed the cost of approving the Tax Abatement based on the following:

1. The Tax Abatement is limited to the portion of new taxes associated with the increased value of the Property after completion of the Project. The political subdivision will **NOT** forego any existing tax base and the long-term taxes collected from the Property after termination of the Tax Abatement will far exceed the amount of the Tax Abatement returned to the Developer.
2. The Tax Abatement shall result in a local investment of approximately \$2.2 million dollars that would not have otherwise occurred.
3. The property market value is estimated to increase a total of \$1,642,400, from \$157,600 to \$1,800,000.
4. The new commercial facility will secure additional employment opportunities in the City. The expansion will provide additional economic activity for the community.

Below are the estimated sources and uses for this Plan. However, final figures may be higher or lower depending upon actual future local tax rates and taxable market value increases.

Uses of Funds:

Reimbursed Project Costs	\$250,000
Planning	4,000
Legal Costs	2,500
Total Uses of Funds	\$256,500

Sources of Funds:

City Property Tax Abatements*	\$250,000
Other Funds	6,500
Total Sources of Funds	\$256,500

* Resolution authorizes tax abatement collection of up to \$250,000 over 15 years, commencing with 2024.

Section 7 Estimated Revenues

The Project is calculated to increase tax base by 33,598. Based on an estimated local City tax rate of 50%, this would generate new City taxes of about \$16,799 per year. The City agrees to reimburse 100% of that in the form of Tax Abatement payments to reimburse the Developer for site development costs, which equates to annual Tax Abatement of approximately \$16,799. Actual valuations and tax rates are expected to vary over time, so the actual maximum annual tax abatement levy may fluctuate accordingly. However, in no event shall the City collect more than \$250,000 in tax abatements over fifteen collections, or whichever comes first, commencing with taxes payable 2024.

Refer to Exhibit 2 for a breakdown of estimated revenues.

Pursuant to Minnesota Statutes, Section 469.1813 Sub. 8, in any year, the total amount of property taxes abated by a political subdivision may not exceed ten (10) percent of the net tax capacity of the political subdivision for the tax's payable year to which the abatement applies, or (2) \$200,000, whichever is greater. Below is a summary of approved tax abatements in the City:

City of Albany Pay 2022 Net Tax Capacity	\$ 2,522,292
10% Annual Limitation	252,229
Less approx. Shamrock Lane Rentals Abatement	(16,799)
AVAILABLE TAX ABATEMENT CAPACITY	\$ 235,403

Section 8 Duration Limit

Pursuant to Minnesota Statutes, Section 469.1813 Sub. 6, a political subdivision may abate taxes on a parcel for up to 15 years. The City hereby authorizes tax abatement for the Project for up to 15 years, commencing with taxes payable 2024. Total amount of assistance is \$250,000 or fifteen years, whichever comes first.

Section 9 Funding Mechanism

The Developer requires pay as you go assistance of approximately \$250,000 to partially fund the site improvements. The City will issue a Pay As You Go contract authorizing to reimburse 100% of the new City taxes generated by the Project for up to 15 years, commencing with taxes payable 2024.

Section 10 Wage & Job Goals

Minnesota Statutes 116J.994 requires a City or City providing financial assistance of between \$25,000-150,000 or a business subsidy worth \$150,000 or more to complete an approval process as described below. Housing projects and many redevelopment projects are exempt from the requirements. For financial assistance of \$25,000-149,999:

1. Adopt criteria for awarding business subsidies following a public hearing.
2. Complete the Financial Assistance Report annually for two years

For a business subsidy of \$150,000 or more, the City must complete the following:

1. Adopt criteria for awarding business subsidies following a public hearing.
2. Conduct a public hearing on the subsidy, after providing at least 10 days published notice in the local

newspaper.

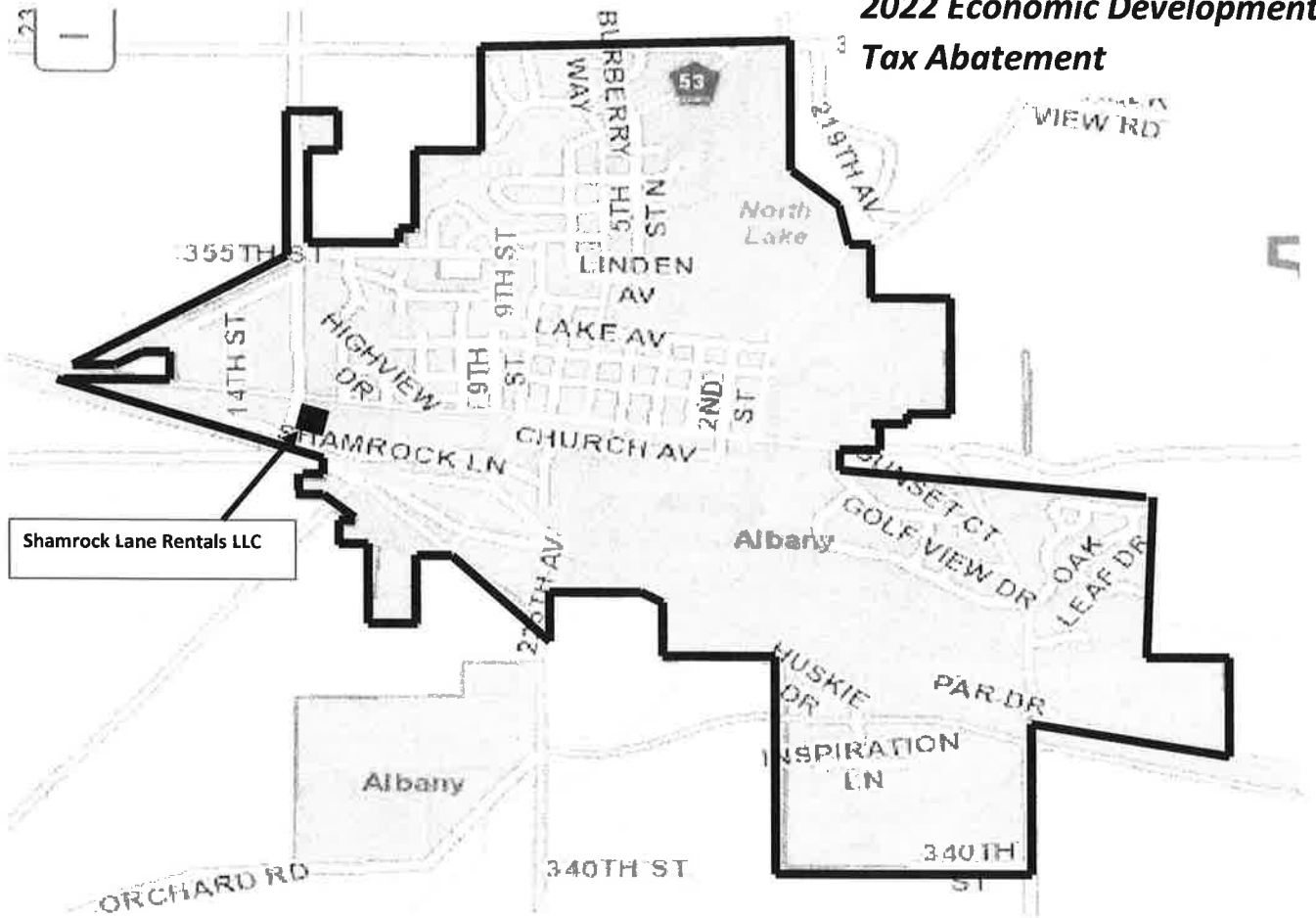
3. Enter into a subsidy agreement which must include the following information and requirements:
 - a) A description of the subsidy.
 - b) A statement of the public purpose and goals of the subsidy.
 - c) Wage and job creation goals (or job retention goals, if job loss is imminent and demonstrable) to be achieved within 2 years of receiving the subsidy;
 - d) A description of the recipient's financial obligation if the goals are not met. The recipient must pay back the assistance with interest if goals are not met, although pro-ratio to reflect partial fulfillment of goals is permitted.
 - e) A statement of why the subsidy is needed.
 - f) A commitment from the recipient to continue operations at the site for at least 5 years;
 - g) The name and address of the parent company of the recipient;
 - h) A list of all other financial assistance to the project; and
 - i) A requirement for the recipient to provide the City and the Department of Employment and Economic Development with annual information regarding goals for two years after receiving the subsidy or until the goals are achieved. The reports must be filed by March 1 for the prior year.

The assistance in this Tax Abatement Plan exceeds the statutory threshold. A Business Subsidy hearing will be held on June 15, 2022.

Exhibits

Map of Project Area Exhibit 1
Tax Abatement Projections Exhibit 2

City of Albany, Minnesota
2022 Economic Development
Tax Abatement



Shamrock Lane Rentals LLC

**City of Albany, Minnesota
Shamrock Lane Rentals LLC
Tax Abatement Project 2022**

Parcels and Values

PIN	Base Market Value	Base Tax Capacity
40.25444.0100	157,600	2,402
TOTALS	\$ 157,600	2,402

	Estimated MV	Estimated TC
Additional Value due to new Construction	\$ 1,800,000	\$ 36,000
	\$ 1,800,000	\$ 36,000
	\$ 1,642,400	\$ 33,598

New "Captured" Tax Capacity due to Construction to be applied to Tax Capacity Rate (below)

	Projected Tax Rate	Estimated Taxes	Estimated Full Abatement*
City of Albany	50%	\$ 18,000	16,799
Stearns County	48%	\$ 17,280	-
School District	30%	\$ 10,800	-
Other	1%	\$ 360	-
State of MN C/I Rate	36%	\$ 13,064	-
	165%	\$ 59,504	16,799

TOTAL

* Abatement shall be based on actual increased tax capacity multiplied by actual future tax capacity rates.

Annual Abatement Payments

Year	City Portion	County Portion	School Portion	Total Abatement	# of Years
2022	-	-	-	-	
2023	-	-	-	-	
2024	16,799.00	-	-	16,799.00	1
2025	16,799.00	-	-	16,799.00	2
2026	16,799.00	-	-	16,799.00	3
2027	16,799.00	-	-	16,799.00	4
2028	16,799.00	-	-	16,799.00	5
2029	16,799.00	-	-	16,799.00	6
2030	16,799.00	-	-	16,799.00	7
2031	16,799.00	-	-	16,799.00	8
2032	16,799.00	-	-	16,799.00	9
2033	16,799.00	-	-	16,799.00	10
2034	16,799.00	-	-	16,799.00	11
2035	16,799.00	-	-	16,799.00	12
2036	16,799.00	-	-	16,799.00	13
2037	16,799.00	-	-	16,799.00	14
2038	16,799.00	-	-	16,799.00	15
Total Abatement	\$ 251,985	\$ -	\$ -	\$ 251,985	

Projected Assistance not to exceed 15 years or \$250,000, whichever comes first

RESOLUTION NO. 2022-24
AUTHORIZING A TAX ABATEMENT ON PROPERTY WITHIN THE CITY OF ALBANY
FOR THE PURPOSE OF ASSISTING SHAMROCK LANE RENTAL LLC

WHEREAS, the City Council of the City of Albany, Minnesota (the "City"), determined a need to grant a property tax abatement to the property described in Exhibit A hereto (the "Property") to retain the local business and offer the potential for growth located at 1301 Shamrock Lane, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815 (the "Act"); and

WHEREAS, the City Council has conducted a duly noticed public hearing on the Abatement (as hereinafter defined) at which the views of all interested persons were heard; and

WHEREAS, under the Act, the City is authorized to retain abatements from property in order to finance up to \$250,000 in assistance to Shamrock Lane Rentals LLC; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Albany, Stearns County, Minnesota, as follows:

1. Findings. The City Council finds that the benefits to the City from the Abatement will be at least equal to the costs to the City of the Abatement, because the retention and growth of the business will benefit the Property that is the source of the Abatement and that therefore the Abatement is in public interest; and specifically finds and determines that the Abatement is expected to result in a public benefit because it will retain a business and facilitate the potential for growth of a local business and may expand employment and tax base in the City.
2. Abatement. Subject to the provisions of the Act, the City Council hereby authorizes the Abatement in the annual amount of City tax generated by Shamrock Lane Rentals LLC, subject to following terms and conditions:
 - (a) The term "Abatement" means the real property taxes generated in any tax-payable year by extending the City's total tax rate for that year against the tax capacity of the Property as of January 2 in the prior year.
 - (b) Abatement payments will be made February 1 and August 1, based upon the city share of taxes on the abatement property received in the six (6) months prior.
 - (c) The term of the abatement shall be fifteen (15) years, commencing in 2024 and continuing through 2038.

- (d) Maximum amount of the abatement to be collected is \$250,000.
- (e) In accordance with Section 469.1813, subdivision 8 of the Act, in no case shall the Abatement, together with all other abatements approved by the City under the Act and paid in any one year, exceed the greater of 10% of the City's tax capacity for that year or \$200,000.
- (f) In accordance with Section 469.1815 of the Act, the City will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this resolution. The City Clerk shall estimate the amount of tax abatement to be generated and shall add such amount to the City's levy.

3. Actions Ratified. The Council hereby ratifies all actions of the City's staff and consultants in arranging for approval of this resolution in accordance with the Act.

Adopted by the city council of the city of Albany this 15th day of June, 2022.

Tom Kasner, Mayor

Tom Schneider, Clerk/Adm.

(S E A L)

EXHIBIT A

Properties

Parcel ID

PIN# 40.25444.0100

1301 Shamrock Lane, Albany MN

Resolution No. 2022-25
Resolution Approving
Business Subsidy to Shamrock Lane Rentals LLC

WHEREAS, the City of Albany, Minnesota (the "City") acknowledges the need to provide financial assistance to businesses in the City to further the economic and development objectives of the City; and

WHEREAS, the City has held a public hearing as required by Minnesota Statutes 116J.993 through 116J.995 prior to awarding a Business Subsidy in excess of \$150,000; and

WHEREAS, the City has performed all actions required by law to be performed prior to the awarding of a Business Subsidy, therefore

BE IT RESOLVED by the City Council (the "Council") of the City as follows:

1. The Council hereby approves providing financial assistance to Shamrock Lane Rentals LLC in accordance with the requirements of Minnesota Statutes 116J.993 through 116J.995; and

2. The Council hereby authorizes the Mayor and Clerk to execute the Development Agreement which will govern the assistance being provided to Shamrock Lane Rentals LLC in accordance with the terms agreed upon and as outlined in attached Exhibit A.

Adopted by the city council of the city of Albany this 15th day of June, 2022.

Tom Kasner, Mayor

Tom Schneider, Clerk/Adm.

(S E A L)

Exhibit A

The following summarizes the terms for the development agreement between all parties:

Developer Commitments

The Developer will agree to:

1. Construct a new 20,000 square foot facility. Construction must be substantially completed by December 31, 2022.
2. The Developer agree to comply with Minnesota Business Subsidy Law, Sections 116J.993 through 116J.995, the statute applies to subsidy amounts of \$25,000 or more. The Developer will enter into a business subsidy agreement for:
 - a. The Developer will create or cause to create 10 full time jobs within 24 months of operating at the new facility. As a requirement of the Business Subsidy Policy for the City, the jobs shall pay wages totaling at least state minimum wage.
 - b. The Developer must provide information regarding goals and results for two (2) years after the benefit date (date operation or occupancy of the new facility), or until the goals are met, whichever is later. The information must be provided using the form developed by DEED for this purpose and filed no later than March 1 of each year for the previous year. If the recipient does not submit its report within 14 days of mailed notice, the recipient must pay a penalty of \$100 for each subsequent day until the report is filed, up to a maximum penalty of \$1,000.
 - c. A commitment to continue operations in the City for at least five (5) years.
3. Total subsidy to the Developer is expected to exceed \$150,000. Therefore, the City will be conducting a business subsidy public hearing. The Developer will be expected to file an annual job and wage summary with the City, until goals are met.
4. If the Developer fails to create and maintain all jobs on the new site, or the business should cease operations in the City, and fails to correct such conditions after proper notice has been given by the City, the City will declare a default, the City will move to rescind this agreement and future payments. The subsidy agreement must specify the recipient's obligation if the recipient does not fulfill the agreement. At a minimum, the agreement must require a recipient failing to meet subsidy agreement goals to pay back the assistance plus interest to the grantor or, at the grantor's option, to the account created under section 116J.551 provided that repayment may be prorated to reflect partial fulfillment of goals.
5. Refrain from selling the development property and/or assigning its rights under this agreement to another party without the prior written approval of the City. Sale or assignment without the City's approval will be considered a default.
6. The Developer agrees to keep current on all payments of property taxes.
7. The Developer will not contest or challenge its market valuation during the duration of the TIF district.

8. The Developer agrees to indemnify the City for the project.

City Commitments

The City agrees to:

1. The City finds the following objectives/purpose for this subsidy (as required by the City's Business Subsidy Policy):
 - Redevelop or develop underutilized property in the City
 - Retain existing employment opportunities in the City
 - Create employment opportunities in the City
 - Expand commercial services in the City
 - Expand and diversify the tax base.
2. The Tax Abatement is limited to the portion of new taxes associated with the increased value of the Property after completion of the Project. The political subdivision will **NOT** forego any existing tax base and the long-term taxes collected from the Property after termination of the Tax Abatement will far exceed the amount of the Tax Abatement returned to the Developer.
3. Payments will be paid semi-annually before August and February 1st of each year, commencing August 1, 2024, and continuing through December 31, 2038, or until payments total \$250,000.
4. The agreement shall bear no interest.

Pursuant to due call and notice thereof a meeting of the Economic Development Authority (EDA) in and for the City of Albany, Stearns County, Minnesota, was called to order by Chairman Mayor Tom Kasner at 6:30 o'clock in the evening on Monday, June 6, 2022, in the Council Room at 400 Railroad Avenue for the said City.

Other EDA Board members present for the meeting were: Councilor John R. Harlander, Paul Wellenstein, Jon Stueve, and Bill Scepaniak. None were absent.

Chairman Mayor Tom Kasner called for any additions or corrections to the minutes of the meeting held on January 20, 2022 and hearing none declared them approved.

Jason Murray, Economic Development Consultant with the firm of David Drown Associates, Daryn Lecy, Oakmont Capital Services, Albany, and Joseph Peternell, Shamrock Lane Rentals, LLC, Albany, were present for the meeting.

Mr. Peternell appeared before the board to inform the board he is proposing to construct a 20,000 square foot commercial office building at 1321 Shamrock Lane to serve as administrative offices for Wells Concrete, Oakmont Capital Services, and the remaining square footage for growth of existing tenants at an estimated cost of \$2 million. Mr. Peternell noted due to rising costs of construction, labor, and materials, he is requesting tax abatement assistance from the city. Mr. Peternell noted the estimated tax abatement over a 15-year period is \$250,000+/- and without the assistance of tax abatement he would be unable to move forward with the project. Mr. Lecy appeared before the board to inform the board that Oakmont Capital Services is in need additional office space and will be hiring several new employees to meet the needs of the growing business. Mr. Peternell informed the board Wells Concrete is considering adding several new jobs if the project moves forward. Mr. Murray informed the board the project serves the following public purposes:

- The tax abatement shall increase tax base.
- Provides employment opportunities in the city.
- Help redevelopment or renew a blighted property.
- The project will result in investment of approximately \$2.2 million worth of local development spending or more.

Mr. Murray noted Shamrock Lane Rentals, LLC is proposing pay-as-you-go assistance to partially fund up to \$250,000 of new improvements; whereas the city will issue a pay-as-you-go contract authorizing to reimburse 100% of the new city taxes generated by the project for up to 15 years commencing with taxes payable 2024. Mr. Murray also noted Shamrock Lane Rentals, LLC will enter into a Business Subsidy Agreement which will outline a statement of public purpose, wages, total business subsidy data, and job creation goals including annual reporting within two years of receiving the subsidy. Mr. Peternell informed the board nearly fifteen (15) new jobs will be created between the Oakmont Capital Services, Wells Concrete, and Albany Manufacturing, but with the uncertainty of the economy in recent months it could be less. Mr. Murray noted if new jobs are not created within a specific timeframe, the city will move forward to rescind the business subsidy agreement and future payments. Mr. Stueve questioned if a request for tax abatement for their share of property taxes was made to Stearns County or the school district. Mr. Murray noted no request was made, but with his experience the county rarely or never to his knowledge approves a tax abatement request, but school districts have considered tax abatement for new housing projects. Mr. Stueve questioned if a sidewalk is proposed to connect the new building to the Lake Wobegon Trail. Mr. Peternell noted he is considering a sidewalk and connection to the said Trail. After due discussion, a motion was made by John R. Harlander and seconded by Jon Stueve to recommend to the council the tax abatement request by Shamrock Lane Rentals, LLC be approved as follows:

- Construct a new 20,000 square foot building at 1321 Shamrock Lane.

- The term of pay-as-you-go tax abatement assistance shall be 15-years, commencing in 2024
- Maximum amount of the abatement to be collected is \$250,000.
- Create ten (10) new full-time jobs within 24 months of operating at the new facility.
- Enter into a Business Subsidy Agreement

All voted for the motion and it carried.

Chairman Tom Kasner adjourned the meeting at 7:00 PM.

Tom Schneider
Clerk/Adm.

Unofficial

To:	Mr. Tom Schneider and Albany City Council City of Albany	From:	Jeremy Mathiasen St. Cloud Office
File:	193801690	Date:	June 9, 2022

Reference: Engineering Update for the 6/15/22 Council Meeting

2022 Capital Improvement Project

Breitbach Construction is continuing with the utility installation along Midland Avenue and 3rd Street. Lange Excavating is following behind and starting to work on the roadway construction along 2nd Street.

1st Street/TH 238 Improvements

Removals and the traffic detour began on Monday this week. We have been making tweaks to the traffic control as requests have been coming in and as they make sense. Utility work has begun this week with utility services and storm sewer.

A resolution is included in your packet regarding the 6th Street/CSAH 53 detour for the project.

2021 Capital Improvement Project

The Contractor was on site this week to replace a couple of concrete driveway panels. Bituminous wear course is scheduled next week for the project.

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

Jeremy.mathiasen@stantec.com 320.266.5232

BUSINESS SUBSIDY DEVELOPMENT AGREEMENT

This Business Subsidy/Development Agreement (the "Agreement") is entered into this ___ day of June, 2022, by and between the City of Albany (the "City") a Minnesota public body corporate and politic, and Shamrock Lane Rentals, LLC (the "Developer").

RECITALS

A. Pursuant to Minnesota Statutes 469.1812 through 469.1815, the City has established a Tax Abatement Program;

B. The City has determined that the development and construction of a certain Project (as defined herein) and fulfilment of this Agreement are vital and are in the best interests of the City, will result in preservation and enhancement of the tax base, redevelop or develop underutilized property in the City; retain existing employment opportunities and create new employment opportunities in the City; expand commercial services in the City and are in accordance with the public purpose and provisions of the applicable state and local laws, and requirements under which the Project has been undertaken and is being assisted;

C. Minnesota Business Subsidy Law, Minnesota Statutes Sections 116J.993 through 116J.995, applies to this request for assistance. The City Council for the City of Albany conducted a public hearing on June 15, 2022 prior to approving the Business Subside (as defined herein).

NOW, THEREFORE, in consideration of the above recitals, and the mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings:

Administrative Costs shall have the meaning set forth in Section 3.13;

Agreement means this Business Subsidy/Development Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day in which banking institutions in the City are authorized by law or executive order to close;

City means the City of Albany, Minnesota;

Developer means Shamrock Lane Rentals, LLC, a Minnesota limited liability company, and its successors and assigns;

Development Property means the real property legally described in Exhibit A attached hereto and incorporated herein;

Eligible Costs means the cost to construct the improvements on the Development Property for the Project;

Event of Default means any of the events described in Section 6.1;

Net Tax Capacity has the meaning provided in Minnesota Statutes Section 273.13, Subd. 21b as it may be amended from time to time;

Project means the Developer's proposal to construct a 20,000 square foot multi-tenant commercial building on the Property;

State means the State of Minnesota;

Tax Abatement means 100% of the amount calculated in each tax-payable year as follows: The City tax rate for such tax-payable year multiplied by the difference between the Net Tax Capacity of the Development Property as improved by the Project as of January 2 in the prior year, and \$157,600^[JMI] (the Net Tax Capacity of the current land value only of the Development Property, as established by the County Assessor on January 2, 2022 for taxes payable in 2023), then abated in accordance with the Tax Abatement Program.

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815;

Tax Abatement Note means the Taxable Abatement Revenue Note, substantially in the form attached as Exhibit B to this Agreement to be issued by the City to the Developer;

Tax Abatement Program means the actions by the City pursuant to the Tax Abatement Act and undertaken in support of the Project, including without limitation, this Agreement and the resolution of the City authorizing the Tax Abatements and findings of fact set forth therein;

Termination Date means the earlier of (i) December 31, 2038 ; or (ii) any earlier date this Agreement is cancelled in accordance with the terms hereof; or (iii) the date the principal of the Tax Abatement Note is paid or deemed paid in full in accordance with the terms hereof;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly results in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) The City proposes, subject to the further provisions of this Agreement to provide certain financial assistance to the Developer for certain Eligible Costs incurred in connection with the Project as further provided in this Agreement.

(4) The City has made the findings require by the Tax Abatement Act for the Tax Abatement Program.

(5) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Tax Abatement Program.

(6) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property is suitable for the Developer's purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a registered Minnesota limited liability company in good standing with the Office of the Minnesota Secretary of State, has the power to enter into this Agreement and to perform its obligations hereunder, and is not in violation of any provision of its Articles, Operating Agreement or other operating documents or the laws of the State. The Developer has no parent company.

(2) The Developer has or will acquire fee title to the Development Property.

(3) Construction of the Project would not be undertaken by or on behalf of the Developer, and in the opinion of the Developer would not be economically feasible within a reasonably foreseeable future, without the assistance and benefit to the Developer provide in this Agreement.

(4) Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(5) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project but only to the extent that the City and Developer are not adverse parties to the litigation.

(6) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(7) To the knowledge of the undersigned, no Councilmember of the City, or officer of the City, benefit financially from this Agreement within the meaning of Minnesota Statutes, Section 412.211 and 471.87.

(8) The Developer understands that the City may subsidize or encourage the development of other properties in the City, including development that competes with the Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that the City has not represented that development of the Development Property will be favored over the development of other properties.

(9) The Developer has not received any notice from any local, state or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation.

(10) The Developer has received the following other financial assistance for the Project: None?^[JM2]

(11) The Developer warrants that the financing commitments which the Developer has obtained to finance construction of the Project, together with the financing approved by the City pursuant to this Agreement, will be sufficient to enable the Developer to successfully complete the Project as contemplated in this Agreement.

ARTICLE III

UNDERTAKINGS OF DEVELOPER AND CITY

Section 3.1. Construction of Project.

(1) The cost of the Development Property and the construction of the Project shall be paid by the Developer and none of such costs shall be paid by the City except as reimbursed as specifically provided in this Agreement

(2) The Developer will construct or will cause the Project to be constructed in conformance with the construction plans approved by the City. The Developer agrees that the scope and scale of the Project to be constructed shall not be significantly less than the scope and scale of the Project as detailed and outlined in the construction plans.

(3) The Developer will cause the Project to be constructed, operated and maintained in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to environmental, zoning, energy conservation, building code and public health laws and regulations).

(4) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) Nothing in this Agreement shall be deemed to impair or limit any of the City's rights or procedures under its zoning law or construction permit process and policies.

(6) The Developer at all times prior to the termination of this Agreement will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 3.2. Change in Construction Plans. If the Developer desires to make any material change in the Construction Plans after the execution of this Agreement, the Developer shall submit the proposed change to the City for its approval. So long as the

proposed change is deemed appropriate by the City and does not constitute a material modification to the shape, size or use of the Project or to the site plan therefore, the City shall approve the proposed changes.

Section 3.3. Commencement and Completion of Construction. The Developer shall commence construction of the Project by _____, 2022. [JM3] Subject to Unavoidable Delays, the Developer shall have substantially completed the Project by December 31, 2022. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Project to inspect such construction.

Section 3.4. City's Business Subsidy. Pursuant to a "pay-as-you-go" Tax Abatement Note, in substantially the same form as the Tax Abatement Note attached hereto as Exhibit B, the City agrees to pay to the Developer the Tax Abatement generated by the Project for a period of not more than fifteen years to reimburse the Developer in an amount not to exceed \$250,000.00 for site improvement costs (the "Eligible Expenses"). The Tax Abatement Note shall be secured solely by Tax Abatement. No interest shall accrue or be payable on the Tax Abatement Note. The Tax Abatement shall not exceed the actual amounts of the Eligible Expenses. The Developer shall provide paid invoices or other evidence satisfactory to the City of the actual Eligible Expenses incurred upon completion of the project totaling at least \$250,000.00. If documented Eligible Expenses are less than \$250,000.00, the Tax Abatement will be reduced accordingly.

Section 3.5. Payment Dates. Payments will be made semi-annually on February 1 and August 1 of each year (Payment Date), provided that if any such payment date is not a Business Day the Payment Date shall be the next succeeding Business Day, commencing on August 1, 2024 and continuing through February 1, 2038, or until payments have reached the Eligible Expenses.

Section 3.6. Tax Abatements, Semi-Annual Amount. Tax Abatements will be paid in semi-annual installments equal to the Tax Abatements actually received by the City in the 6-month period before each Payment Date. Notwithstanding anything to the contrary herein, the Tax Abatement payments under this paragraph in each year may not exceed the Statutory Cap described in paragraph 3.8.

Section 3.7. Qualifications. Developer acknowledges that:

(1) It has not relied on any representations of the City, or any of its officers, agents or employees, and has not relied on any opinion of any attorney of the City, as to the Federal or State income tax consequences relating to the Tax Abatement payments under this Section.

(2) The City shall in no event be obligated to make any Abatement payment to Developer unless and until (i) all property taxes due and payable with respect to the Development Property as of the applicable Payment Date have been paid in full and (ii) the City has received from the County or any other source as provided by law the property tax distribution that includes all or any portion of the Abatements.

(3) All estimates of Tax Abatement that have been prepared by or on behalf of the City have been done for the City's use only and neither the City nor its consultants shall have liability to Developer if the actual Tax Abatements are less than the amounts estimated.

Section 3.8. Statutory Cap. The Developer further acknowledges that the total Tax Abatements attributable to any calendar year (i.e. the combined payments on the Payment Dates of August 1 and the following February 1) may not exceed the greater of \$200,000 or 10% of the City's Net Tax Capacity for that tax-payable year (the "Statutory Cap"), all pursuant to Section 469.1813 of the Tax Abatement Act. The City has granted or may grant abatement under the Abatement Act for other projects in the City. The City reasonably expects that the Statutory Cap will not cause the Tax Abatements to be reduced; however, Developer acknowledges that, during the term of the Tax Abatement under this Section, if the total abatements payable by the under the Tax Abatement Act in any year would exceed the Statutory Cap, the Statutory Cap is allocated first to the City's existing abatement obligations, second to the Tax Abatements payable under this Agreement, and third to any other abatements granted after the date of this Agreement.

Section 3.9. Limitations on Undertaking of the City. Notwithstanding the provisions of this Section, the City shall have no obligation to reimburse the Developer for the Eligible Costs, if the City, at the time or times such payment is to be made, is entitled under Article VI to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.10. Change in Use of Project. The City's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Developer or the permitted assigns for a period of five years from completion of construction of the Project.

Section 3.11. Damage and Destruction. In the event of damage or destruction of the Project the Developer shall repair or rebuild the Project or cause the Project to be repaired or rebuilt.

Section 3.12. Job Creation and Reporting.

(1) As a condition of the Tax Abatement, the Developer will create or cause to be created a minimum of ten (10) full time jobs on the Development Property within 24 months of completion of the Project by the Developer. The jobs shall pay wages totaling at least state minimum wage. If the Tenant does not file a report by the due date, the

City will mail a warning to the Tenant and the Developer within one week of the filing date. If the Tenant does not file the report within 14 days after the postmarked date of the warning, the Developer must pay the City a penalty of \$100 for each subsequent day until the report is filed.

(2) The Developer shall furnish or cause its tenants to furnish annually, to the City Minnesota DEED Business Assistance Form, covering the preceding twelve months certified to be accurate by the Chief Operating Officer or Director of Human Resources of the Developer or its tenants information regarding goals and results for two (2) years after the date of occupancy of the Project, or until job creation goals are met, whichever occurs later. The report shall be filed with the City no later than March 1 of each year for the previous year. If the Developer does not submit or cause its tenants to submit each report within 14 days of mailed notice, the Developer shall be subject to a penalty to the City of \$100 for each day until the report is filed, up to a maximum penalty of \$1,000.

Section 3.13. Developer to Pay City Fees and Expenses. The Developer will pay all the City's Administrative Costs (as defined below). For the purposes of this Agreement the term "Administrative Costs" means reasonable out of pocket costs incurred by the City together with staff and consultant (including legal, financial advisor, etc.) costs of the City, all attributable to or incurred in connection with establishing the Tax Abatement Program and review, negotiation and preparation of this Agreement (together with any other agreements entered into between the parties hereto contemporaneously therewith) and review and approvals of other documents in connection with the Project and any amendments thereto. In addition, certain engineering, environmental advisor, legal, land use, zoning, subdivision and other costs related to the development of the Development Property are required to be paid, or additional funds deposited in escrow, as providing in accordance with the City's planning, zoning and building fee schedules. The Developer is obligated to pay such Administrative Costs within 30 days after receipt of a written notice from the City containing evidence of Administrative Costs incurred by the City.

ARTICLE IV

PROPERTY TAXES

Section 4.1. Real Property Taxes. The Developer agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid in respect of the Development Property through (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed property. The Developer also agrees that it will not, prior to the Termination Date, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the Property would result in the Development Property being exempt from real property taxes under State law. The Developer shall, so long as this Agreement remains in effect, timely pay or cause to be paid all real property taxes

payable with respect to all and any parts of the Development Property acquired and owned by it that shall accrue subsequent to the date of its acquisition of title to the Development Property or any part thereof. The Developer further acknowledges that failure of the Developer to commence and complete the Project in accordance with this Agreement could reduce the Tax Abatements below the Reimbursement Amount. The Developer agrees that so long as this Agreement remains in effect, it will not contest or challenge market valuations of the Development Property or seek administrative or judicial review of the constitutionality of any tax statement relating to taxation of the taxation of the Development Property.

ARTICLE V

PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER; INDEMNIFICATION

Section 5.1. Status of Developer. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that the Developer will maintain its existence as a limited liability company in good standing and shall not wind up or otherwise dispose of all or substantially all of its assets, including the Property, without the prior written approval of the City and provided that the transferee can demonstrate a continuing need for assistance to the satisfaction of the City. The City shall be entitled to require, as conditions to any such approval that any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer. Any proposed transferee, by instrument in writing satisfactory to the City shall have expressly assumed for the benefit of the City all of the obligations of the Developer under this Agreement and agreed to be subject to all of the conditions and restrictions contained herein. In the absence of a specific written agreement by the City to the contrary, no such transfer or approval by the City shall be deemed to relieve the Developer from any of its obligations hereunder. The Developer shall submit to the City for its review all instruments and other legal documents involved in effecting the transfer, and if approved by the City, its approval shall be inducted to the Developer in writing. The Developer shall pay all reasonable legal fees and expenses of the City, including fees by the City Attorney's office and/or outside counsel and consultants to review the documents submitted by the Developer in connection with any transfer.

Section 5.2. Transfer or Assignment of Business Subsidy. The Business Subsidy provided pursuant to this Agreement may not be transferred or assigned to any other entity by the Developer without the prior written approval of the City and provided that the transferee can demonstrate a continuing need for assistance to the satisfaction of the City.

Section 5.3. Release and Indemnification Covenants. The Developer hereby releases the City and agrees to indemnify, defend and hold the City harmless against any claim, proceeding, demand, loss or damage, including, but not limited to claims for damage to property or any injury to or death of any person occurring at or resulting from

the Project. The provisions of this Section 5.3 shall survive termination of this Agreement.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.1. Events of Default. Any one of the following shall be "Events of Default" under this Agreement:

- (1) Failure by the Developer to timely pay any obligation, including but not limited to real estate taxes, due under this Agreement
- (2) Failure by the Developer to construct or cause the construction of the Project to be commenced and completed or failure to cause the Project to be reconstructed when required pursuant to this Agreement.
- (3) Transfer of any interest in the Property in violation of this Agreement.
- (4) Cessation of the operation of the clinic on the Property.
- (5) Failure by the Developer to create and maintain all jobs on the Development Property following completion of construction of the Project.
- (6) The holder of any Mortgage on the Development Property, or any improvement thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under applicable Mortgage documents.
- (7) The Developer shall:
 - (a) file a petition in voluntary bankruptcy or for reorganization pursuant to the United States Bankruptcy Code or any similar law, state or federal; or
 - (b) file any answer admitting insolvency or inability to pay its debts; or
 - (c) be adjudicated a bankrupt or declared insolvent in any Bankruptcy Proceeding; or
 - (d) have a trustee or receiver appointed to take possession of its property, or major part thereof, in any involuntary proceeding for the purpose of reorganization, arrangement, liquidation if such trustee or receiver shall not be discharged or if jurisdiction shall not be relinquished, vacated or stayed, on appeal or otherwise, within sixty (60) days; or

- (e) make an assignment for benefit of its creditors; or
- (f) admit in writing its inability to pay its debts generally as they become due.

(8) Failure by the Developer to operate the Project in the City for a minimum of five years from the date of completion of construction of the Project.

(9) Failure by the Developer to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

Section 6.2. Remedies on Default. Whenever any Event of Default occurs and is continuing, the City may take any one or more of the following actions:

(1) Suspend its performance under this Agreement and the Tax Abatement Note, without interest, until the default is cured or, in the discretion of the City, if it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) Cancel this Agreement and the Tax Abatement Note without any additional notice if Developer fails to correct any Event of Default within 30 days of receipt of written notice to do so from the City. Upon cancellation of this Agreement and the Tax Abatement Note, Developer shall immediately refund all Tax Abatement payments plus interest at a rate of _____% that [JM4] Developer has received from the City on or before the cancellation to the City, or, at the City's option, to an account created under section 116J.551. Repayment may be prorated in the discretion of the City to reflect partial fulfillment of goals by the Developer. This provision shall survive cancellation of the Agreement.

(3) Take any action, including legal or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance or observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 6.3. No Remedy Exclusive. No remedy conferred upon the City hereunder is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission by the City to exercise any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver of any Event of Default or any acquiescence therein; and every power and remedy given by this Agreement to the City may be exercised from time to time as often as may be deemed expedient by the City.

Section 6.4. Attorney's Fees and Expenses. In the event that this Agreement is placed in the hands of an attorney for collection or if suit is brought to enforce the terms

of this Agreement, or in the event the City may be made party to any litigation because of the existence of the Agreement or the Project, the Developer agrees to pay the City's costs and reasonable attorneys' fees, both before and after judgment and whether or not suit be filed. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

ARTICLE VII

ADDITIONAL PROVISIONS

Section 7.1. Modifications. This Agreement may not be amended, modified or changed nor shall any claim of waiver of any provision hereof be effective except only by instrument in writing and signed by the party against whom enforcement thereof is sought

Section 7.2. Notices. All notices to be given pursuant to this Agreement shall be sufficient if given by personal service, by guaranteed overnight delivery service, or certified first class mail, to the addresses of the parties described below or to such other address as party may request in writing from time to time. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the date after delivery to the guaranteed overnight delivery service, or two (2) days after any notices are deposited, postage prepaid, in the U.S. mail, certified mail.

Developer's Address: Shamrock Lane Rentals, LLC
P.O. Box 661
1201 Shamrock Lane
Albany, MN 56307

City: City of Albany
P.O. Box 370
400 Railroad Avenue
Albany, MN 56307-0370
ATTN: Tom Schneider

Section 7.3. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed, effective as of the date above written.

Shamrock Lane Rentals, LLC

By _____
Joseph Peternell, Manager

CITY OF ALBANY

By _____
Tom Kasner, Its Mayor

By _____
Tom Schneider, Its Clerk/Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF STEARNS)

This instrument was acknowledged before me on the ____ day of _____, 2022 by Joseph Peternell, the Manager of Shamrock Lane Rentals, LLC, a Minnesota limited liability company, who executed the foregoing instrument on behalf of said Company.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF STEARNS)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Tom Kasner and Tom Schneider, the Mayor and City Clerk/Administrator respectively of the City of Albany, a public body, politic and corporate under the laws of the State of Minnesota, and who signed this instrument on behalf of said corporation.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Susan M. Dege – 0290385
Jovanovich, Dege & Athmann, P.A.
1010 W St. Germain, Suite 420
St. Cloud, Minnesota 56301
Telephone: (320) 230-0203

Tax statements should be sent to:
Shamrock Lane Rentals, LLC
P.O. Box 661
Albany, MN 56307

EXHIBIT A

DEVELOPMENT PROPERTY

Lot 1, Block 1 of Tomsche Addition, Stearns County, Minnesota.

DRAFT

EXHIBIT B

FORM OF TAX ABATEMENT NOTE

\$250,000.00

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF STEARNS
CITY OF ALBANY

TAX ABATEMENT NOTE
(SHAMROCK LANE RENTAL PROJECT)

The City of Albany, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay to the order of Shamrock Lane Rentals, LLC, a Minnesota limited liability company (the "Developer"), solely from the source, to the extent and in the manner hereinafter provided, the principal sum in an amount not to exceed \$250,000 without interest. This Note is given in accordance with that certain Business Subsidy/Development Agreement, dated as of June____, 2022, (the "Agreement"), by and between the City and Shamrock Lane Rentals, LLC. Capitalized terms used and not otherwise defined herein shall have the meaning provided for such terms in the Agreement unless the context clearly requires otherwise.

Payments of principal on this Note shall be payable in semi-annual installments payable on payable on each February 1 and August 1 commencing on August 1, 2024 and ceasing the earlier of (i) February 1, 2038; (ii) any earlier day the Agreement is cancelled in accordance with the terms thereof; or (iii) the date the principal of this Note is paid or deemed paid in full in accordance with the terms hereof, the "Final Maturity Date".

Each payment shall be in an amount equal to the Tax Abatements actually received from the Development Property by the City in the 6-month period preceding each Payment Date. Notwithstanding anything to the contrary herein, the Tax Abatement payments under this paragraph in each year may not exceed the Statutory Cap. On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment.

The Payment Amounts due hereon shall be payable solely from the Tax Abatement which shall mean, the amount calculated in each tax-payable year as follows: The City tax rate for such tax-payable year multiplied by the difference between the Net Tax Capacity of the Development Property as improved by the Project as of January 2 in the prior year, and \$157,600 (the Net Tax Capacity of the current land value only of the Development Property, as established by the County Assessor on January 2, 2022 for taxes payable in 2023), then abated in accordance with the Tax

Abatement Program. The pledge of Tax Abatements is subject to all the terms and conditions of the Agreement.

The City makes no representation or covenant, express or implied, that the Tax Abatements will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. This Note shall terminate and be of no further force and effect as of, and the City shall have no obligation to pay any portion of the Payments that remain unpaid after Final Maturity Date. Any estimates of Abatement prepared by the City are for the benefit of the City only, and are not intended as representations on which the Developer may rely. **THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE TAX ABATEMENTS WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE HEREUNDER.**

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable, without interest accruing thereon in the meantime, if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is issued pursuant to Minnesota Statutes Sections 469.1812 to 469.1815, and pursuant to a resolution of the City adopted on June ____, 2022 (the "Resolution"), duly adopted by the City pursuant to and in full conformity with the Constitution and the laws of the State of Minnesota. This Note is a limited obligation of the City, payable solely from moneys pledged to the payment of the Note under the Resolution. This Note shall not be deemed a general obligation of the State of Minnesota, or any political subdivision thereof, including without limitation, the City. Neither the State of Minnesota, or any political subdivision thereof, including without limitation, the City, shall be obligated to the principal of this Note or other costs incident hereto except from the revenues and receipts pledged therefor, and neither the full faith and credit nor the taxing power of the State of Minnesota, or any political subdivision thereof, including without limitation, the City, is pledged to the payment of the principal of this Note or other costs incident hereto.

This Note may be assigned only with the consent of the City in accordance with the provisions of the Business Subsidy/Developer Agreement of even date herewith, which consent may be withheld for any reason. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional, statutory or charter limitation thereon.

IN WITNESS WHEREOF, City of Albany, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and Administrator and has caused this Note to be issued on and dated June_____, 2022.

Administrator

Mayor

DRAFT

RESOLUTION 2022-27
ENTERING INTO AGREEMENT NO. 1050922 WITH MNDOT
FOR ADMINISTRATION OF THE TH 238 DETOUR

WHEREAS, the City of Albany and MNDOT are making improvements to the TH 238 (1st Street / Railroad Avenue) Intersection; and

WHEREAS, the project will require a traffic detour along 6th Street / CSAH 53 during the project, which is expected to be from June 6th to approximately August 1st, 2022; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Albany, Stearns County, Minnesota (the "City"):

1. The City of Albany agrees to enter into MNDOT Agreement No. 1050922 and to authorize Staff to sign the agreement.
2. The City shall notify MNDOT and Stearns County when the detour is scheduled to be removed.

Adopted: June 15, 2022

Tom Kasner, Mayor

Tom Schneider, Clerk/Adm.

(S E A L)

2022 State and General Elections

Position Judge Name

HJ	Rita Stenlund
EJ	Lucy Thomas
EJ	Carol Tembruell
Epoll	Tom Schneider
Epoll	Mary Kay Grabmeier
Epoll	Frank Haynes
Epoll	Steven Mader
Epoll	Pam Rypkema
Epoll	Debbie Sabrowsky
Epoll	Sharon Timp
Epoll	Anne Smith-Bleichner
EPoll	Christopher Ramseyer

State Primary: August 9th

General Election: November 8th



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

RESOLUTION 2022-28
APPROVING MINNESOTA
LAWFUL GAMBLING EXEMPT PERMIT APPLICATION

WHEREAS, the Holy Family School has filed a Minnesota Lawful Gambling LG220 application for Exempt Permit to conduct a raffle at 160 2nd St. S., Albany, MN, on October 8, 2022, and

WHEREAS, the City Council, of the City of Albany, County of Stearns, State of Minnesota, has reviewed the said application; and

WHEREAS, the City Council finds that appropriate circumstances exist; and

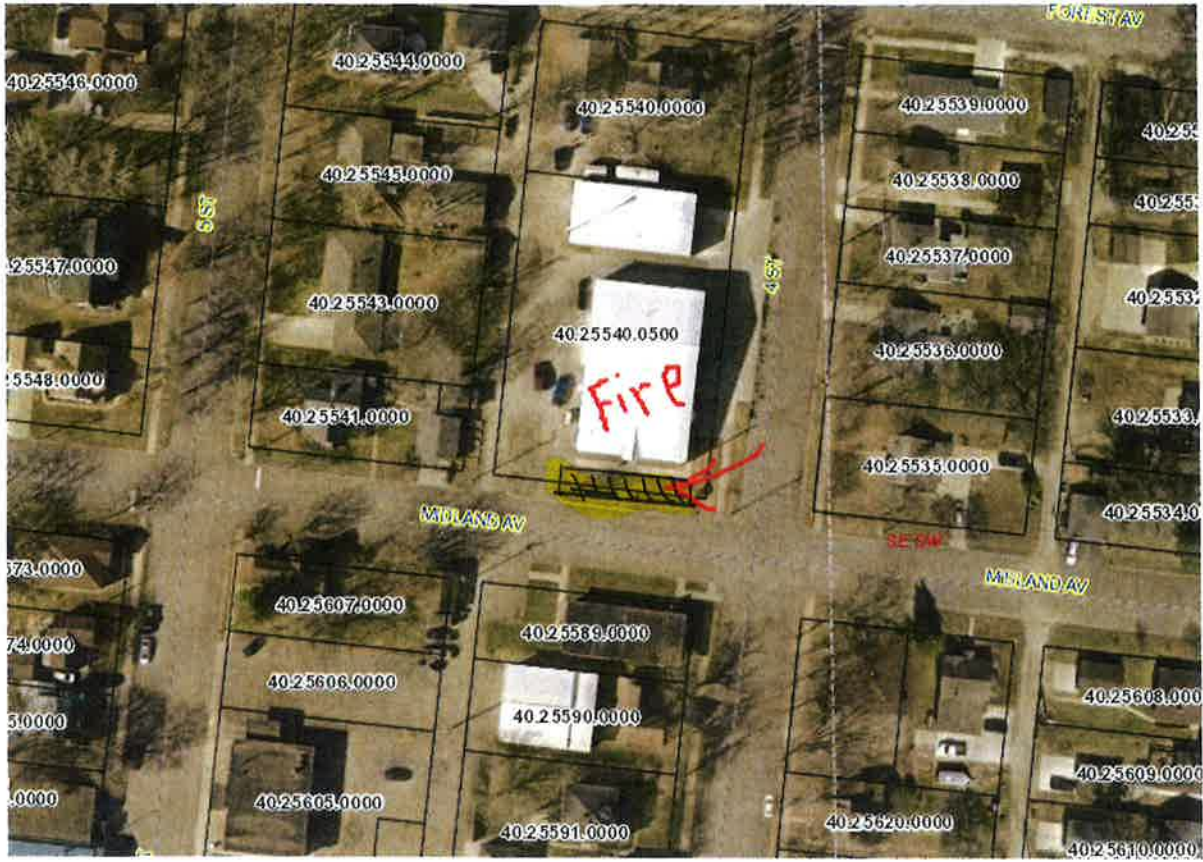
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ALBANY, COUNTY OF STEARNS, STATE OF MINNESOTA, does hereby approve the Lawful Gambling application submitted by Holy Family School.

Approved by the City Council this 15th day of June, 2022.

Tom Kasner, Mayor

Tom Schneider, Clerk/Adm.

(S E A L)



 : Proposed 7-8 off street parking spaces, AFD parking ONLY