

**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 1, 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 May 18th
5. Open Forum/Public comment (3 to 5 minutes max.)
6. 2022-2023 Annual Liquor and Cigarette License renewals
7. David Belford, owner of Barbacoa American & Mexican Restaurant – present request for an amendment to Ordinance 60, Section 60.08, Subd. 4 (d)(e), outside patio
8. Jeremy Mathiasen, City Engineer – present the following for the 1st Street and Railroad Avenue Intersection Improvements: 1) Resolution 2022-23 declaring cost to be assessed, ordering preparation of assessments, and calling for a public hearing on the assessments, and 2) Resolution 2022-24 Conveyance of city owned property for TH238 Right of Way
-project updates
9. Reports of Boards and Department Heads
 - Councilor John R. Harlander – present a future land use boundary for residential, commercial, and industrial development that would prohibit construction of solar farms/gardens within the designated sections in Albany Township.
 - Police Chief Ozzie Carbajal, Police Department – Confidential Informants Model Policy, MN State 626.8476
 - Joe Mergen, Public Works Supervisor – recommendation to hire Troy Jansky as a seasonal employee in the Public Works Department
 - Tom Schneider, Clerk/Adm. – present the following:
 - Albany Area Community Education – submit request to MnDOT special event application to conduct the annual Purple Pride 5K to be held on August 6, Heritage Day.
 - Albany Lions Club request for 1-4 Day Temporary Liquor License application for August 6th, Heritage Day
 - Contract for Services – vendor for credit/debit card machine
10. Mayor's announcements and letters
11. Mayor to announce next regular Council meeting date (June 15th) 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, May 18, 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 for the meeting were: Jean Pundsack, Shirley Bauer, Joe Nett, Bonnie Nett, Dennis Mareck, Stephen Posch, Jack Evens, and Dan Sorenson.

The council recited the Pledge of Allegiance.

The council took notice of approval of payment of bills. After due discussion, a motion was made by Adam Rushmeyer and seconded by John R. Harlander to approve/authorize payroll, electronic payments, transfers, and the payment of the following bills: Check Numbers 71820 to 71850. 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 4th and hearing none declared them approved.

Open forum/public comments: none

Dan Franklin, owner of Franklin Signs, Clearwater, MN, appeared before the council to request a minor subdivision of Lot 1, Block 1, (12.5+/- acres) Albany Business and Industrial Park, according to the recorded plat thereof, Stearns County, Minnesota. Mr. Franklin informed the council he will be selling the property that lies west of the South Two River Rivers to Bryan D. Schiffler, owner of the Albany Chrysler Center/Tani Division, whose property lies adjacent to the aforesaid lot. Mr. Franklin noted the property to be sold is unbuildable due to wetlands, but he will retain a 100' easement to access his billboard. Mr. Schneider noted a certificate of survey was received and reviewed for accuracy by the city engineer. After due discussion and careful review, a motion was made by Keith Heitzman and seconded by Adam Rushmeyer to approve a Certificate of Compliance on the request by Franklin Signs, Clearwater, MN, for a minor subdivision of Lot 1, Block 1, Albany Business and Industrial Park as shown on the certificate of survey as Tract A and Tract B. All voted for the motion and it carried.

Pursuant to due notice, Mayor Tom Kasner called the public hearing into session at 6:35 PM to consider objections to the proposed assessments for the reconstruction of sanitary sewer, water main, storm sewer, sanitary services, water services, and roadways for the 2022 Capital Improvements (Midland Avenue (from 1st Street to 6th Street), 2nd Street, 3rd Street, 4th Street, 5th Street (each between Railroad Avenue and Midland Avenue), and adjacent alleys. Mr. Mathiasen informed the public of the following: project improvements, construction schedule, proposed special assessments, methodology of calculating assessments, and turf restoration. Mr. Mathiasen noted the total estimated project cost is \$2,488,981 (construction/administration/engineering), estimated assessment proceeds are \$543,085 or 22% and the city paying 78%. Mr. Mathiasen also noted special assessments can be paid in full without interest until June 18th and if not paid by this date, interest will begin to accrue at the time of the adoption of the resolution for the final assessments calculated over a period of 15-years at 3.75% interest. The following individuals appeared before the council:

Jean Pundsack, 211 Railroad Avenue, questioned the following: deferred assessment lanauge, damage to her personal belongings in her home, vibration of equipment, and payment/cost of assessments. Mayor Tom Kasner noted reconstruction projects are necessary to upgrade infrastructure and deferred assessments can be paid at a later date including interest upon verification of a hardship or an individual's age, but not waived. Mayor Tom Kasner also noted property owners are encouraged to remove personal

belonging from their interior walls if they feel they might get damage due to vibration and/or use of heavy equipment. Mayor Tom Kasner also noted the council strives to keep special assessments at or near 20% for property owners and understands payment may be difficult in some circumstances.

Mr. Posch, 211 5th Street, on behalf of the Albany American Legion, 371 Railroad Avenue, questioned how assessments are calculated on frontage or rear property boundary. Mr. Mathiasen noted the front only.

Jack Evens, 431 Railroad Avenue, questioned if he can obtain a quote from the contractor to pave the parking lot in the rear of his building. Mr. Mathiasen noted property owners can upgrade their parking areas outside the right of way in the adjacent alley at their cost. Mr. Mathiasen noted Jarred Stenzel, the project manager/inspector, will call him to schedule a meeting to view the property for additional details.

Shirley Bauer, 131 2nd Street, questioned if the new mail boxes will be installed near her home. Mr. Mathiasen informed the public old mailboxes will be given back to the property owners and the city will install new mailboxes and posts similar to past reconstruction projects in specific cluster locations as per the direction of the local U.S. Post Office.

Mayor Tom Kasner hearing no more questions from the public, closed the public hearing at 7:10 PM. After due discussion, a motion was made by Keith Heitzman who introduced the following resolution and moved its adoption:

RESOLUTION 2022-21
ADOPTING FINAL ASSESSMENT ROLE
2022 Capital Improvements

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

Councilor Keith Heitzman, Albany Golf Club Liaison, presented to the council the Albany Golf Club's checkbook register. After due discussion, a motion was made by Keith Heitzman and seconded by Adam Rushmeyer to approve electronic payments, transfers, and the payment of the following: checks 40137-40161. Voting for the motion were Councilors Keith Heitzman, John R. Harlander, and Adam Rushmeyer, and none voted against. Mayor Tom Kasner abstained and the motion carried.

Mr. Heitzman also informed the council the club's annual stockholders meeting was held on May 9th; whereby Tim Buerman, Chris Kotzer, and Joe Overman, were elected to the Board of Directors. After due discussion, a motion was made by Keith Heitzman and seconded by John R. Harlander to ratify the annual stockholder's election results for the aforesaid individuals. All voted for the motion and it carried.

Councilor John R. Harlander informed the council he and Mr. Schneider were invited to an Albany Township Planning Commission meeting to discuss the city's Land Use Map for future residential, commercial, and industrial development; whereby the township requested the city to prohibit the construction of solar farms/gardens within designated sections of Albany Township that abut the city. Mr. Schneider noted there are sections in Albany Township that abut the city which can easily be served with municipal water and sewer and a solar farm/garden would prohibit the growth of the city in any of these areas. Mr. Rushmeyer noted the consensus of the Planning Commission was to support the council's decision to create a boundary map to prohibit solar farms/gardens near the city limits. Mayor Tom Kasner, with the consensus of the council, directed the city engineer to draft a proposed boundary map of specific sections in Albany Township that the city would object to the construction of future solar farms/gardens.

Mr. Mergen appeared before the council to inform the council the city received nearly six (6") inches of rain on May 11th-12th which nearly flooded the main sanitary sewer lift station at the Wastewater Treatment Facility. Mr. Mergen noted he discussed options to keep the lift station safe from future large rain events with the city engineer and corrections will be made as soon as possible. Mr. Mergen noted storm sewer drains were cleared of debris the day before the large rain event, but surface flooding occurred on 7th Street North between 1st Avenue and 2nd Avenue, Trails Edge subdivision, and a few other locations in the city. Mr. Mergen noted on May 12th there was a two-hour power outage which resulted in sump pumps failing in many residential basements. Mr. Sorenson appeared before the council to inform the council he resides at 820 Midland Avenue and his basement flooded due to a collapsed drain tile in the right-of-way on Midland Avenue. Mr. Sorenson questioned why the drain tile isn't getting repaired having brought it to the attention of several city employees and contractor who installed the drain tile as part of a city's reconstruction project a few years ago. Mr. Schneider informed the council he spoke to the city engineer who confirmed the drain tile is collapsed and had been told the contractor will repair the drain tile. Mr. Mergen recommended drain tile be televised after reconstruction projects to make sure they are not damaged during construction but many times homeowners or private contractors are at fault when they dig in the right of way and don't inform the city they cut or collapsed the drain tile. Mr. Harlander noted there should be a physical break or an air gap between the sump pump discharge from a home and the drain tile so in the event the drain tile fails, the ground water can be pumped outside the basement. Mayor Tom Kasner directed the city engineer to direct the contractor to repair the drain tile immediately and thanked Mr. Sorenson for bringing his concerns to the council.

The council took notice of a Minnesota Lawful Gambling LG214 Premises Permit application for the New Munich Lions at Rookies Sports Bar, 481 Railroad Avenue. After due discussion, a motion was made by John R. Harlander who introduced the following resolution and moved their adoption:

RESOLUTION 2022-22
 APPROVING MINNESOTA
 LAWFUL GAMBLING LG214 PERMIT APPLICATION
 (New Munich Lions at Rookies Sports Bar, 481 Railroad Avenue)

The motion for the foregoing resolution was seconded by Adam Rushmeyer 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. Schneider informed the council discussions are underway converting the Banyon Fund Accounting, Utility and Payroll software to Civic Systems. Mr. Schneider noted the utility bills will be printed on an 8" x 11" regular size paper and the smaller postcard size will be discontinued. Mr. Schneider also informed the council he'd like to change the due date for utility bills to the 15th day of a month being the current due date is not consistent which has been confusing for the customers because utility bills are not mailed out on a specific day. Mayor Tom Kasner, with the consensus of the council, directed Mr. Schneider to prepare an ordinance amendment for council to review at a future council meeting changing the due date for utility bills to the 15th day of the month. Mr. Schneider noted the due dates will be printed on the reverse side of the utility bill to assist the customers with timely payment of their utility bills.

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 8:05 PM.

 Tom Schneider
 Clerk/Adm.

**CITY OF ALBANY
DEVELOPMENT APPLICATION**

Date of Complete Application (office use only) 5-17-22

Application Fee Per Submittal:
For explanation of what application fee covers, see page 3 in Development Application

- Conditional Use Permit (\$300) _____
- Zoning Amendment (\$300) _____
- Variance (\$300) _____
- Ordinance Amendment (\$300) _____
- Interim Use Permit (\$300) _____

Other:

- Preliminary and Final Plat (Escrow + \$300 + \$10/lot)
- Planned Unit Development/Amendment (Escrow + \$300)
- Minor Amendment (Escrow + \$300)
- Rezoning (Escrow + \$300)
- Comprehensive Plan Amendment (Escrow + \$300)

*If an Ordinance publication is required, the fee will be deducted from your escrow account.

Form to be typed or printed in ink. If space provided is insufficient, use additional sheets, keeping information to the proper item number.

1. _____
Legal Description
2. 441 Railroad Ave, Albany MN 56307
Street Address of Property Involved
3. Albany Hotel Business Center Inc. 612 919 2820
Fee Owner of Property (This name will be used on legal documents) Telephone No.
4. 441 Railroad Ave, Albany MN 56307
Address of Fee Owner Fax No.
5. David Belford 612 919 2820
Applicant Name Address Telephone No.
6. _____
Name of Architect/Engineer Telephone No.
7. _____
Address of Architect/Engineer Fax No.

8. _____
Name of Plat – (if applicable) No. of Lots

9. State proposed use and a description of project proposed or other request. Attach handouts for additional information.

I request changes to Ordinance 60, Section 60.08, Subd. 4 (d) and (e).

I would request this ordinance be update and modernized, specifically, lowering the fence requirement to 4" as well as providing relief in a situation where the entrance is well monitored but is shared as an ADA entrance to the building. If an establishment only has one possible ADA entrance And access point to the patio, there should be relief.

~~This ordinance seems to be targeted to prevent under age drinking at establishments but that is already illegal and preventable by proper management and monitoring, particularly at an establishment that is not mostly a bar.~~

The undersigned applicant hereby acknowledges:

- receipt of a copy of the applicable List of Required Submissions.
- that all required documents have been submitted with this application except:

APPLICATIONS ARE NOT COMPLETE UNTIL ALL REQUIRED SUBMITTAL DOCUMENTS HAVE BEEN RECEIVED.

Acknowledgment and Signature:

The undersigned applicant hereby represents upon all of the penalties of the law, for the purpose of inducing the City of Albany take action herein requested, that all statements herein are true and that all work herein mentioned will be done in accordance with the Ordinance of the City of Albany, and the laws of the State of Minnesota, and that the undersigned applicant will pay all fees and charges incurred by the City for the examination and review of this petition.

David Belford

Signature of Applicant

5/17/2022

Date

David Belford

Signature of Property Owner

5/17/2022

Date

Application Fees and Refunds

Planning application fees cover the following costs: meeting room time, copies, minutes, public hearing, recording documents, and legal notices. The escrow deposit will be utilized for the cost of staff review time, consultants, meetings with applicants, neighborhood meetings, preparation of staff reports, and preparation of legal documents, review and editing of Planning Commission minutes, staff reports and legal documents.

Refunds of application fee will be one-half of the fee and any remaining escrow if the application is withdrawn prior to publication of the public hearing notice. After publication, no refunds will be given. Escrow accounts will be refunded after the Certificate of Occupancy is issued for the project. This would be for the building shell in the case of a multi-tenant retail or industrial project with separate tenant finish permits, all of the units in a residential subdivision or the entire building in the case of a multi-family or single-tenant commercial/industrial development.

ADDENDUM TO DEVELOPMENT APPLICATION

AGREEMENT TO PAY CITY PROFESSIONAL FEES

David Belford

Applicant Name

441 Railroad Ave, Albany MN 56307

Address of Property Involved

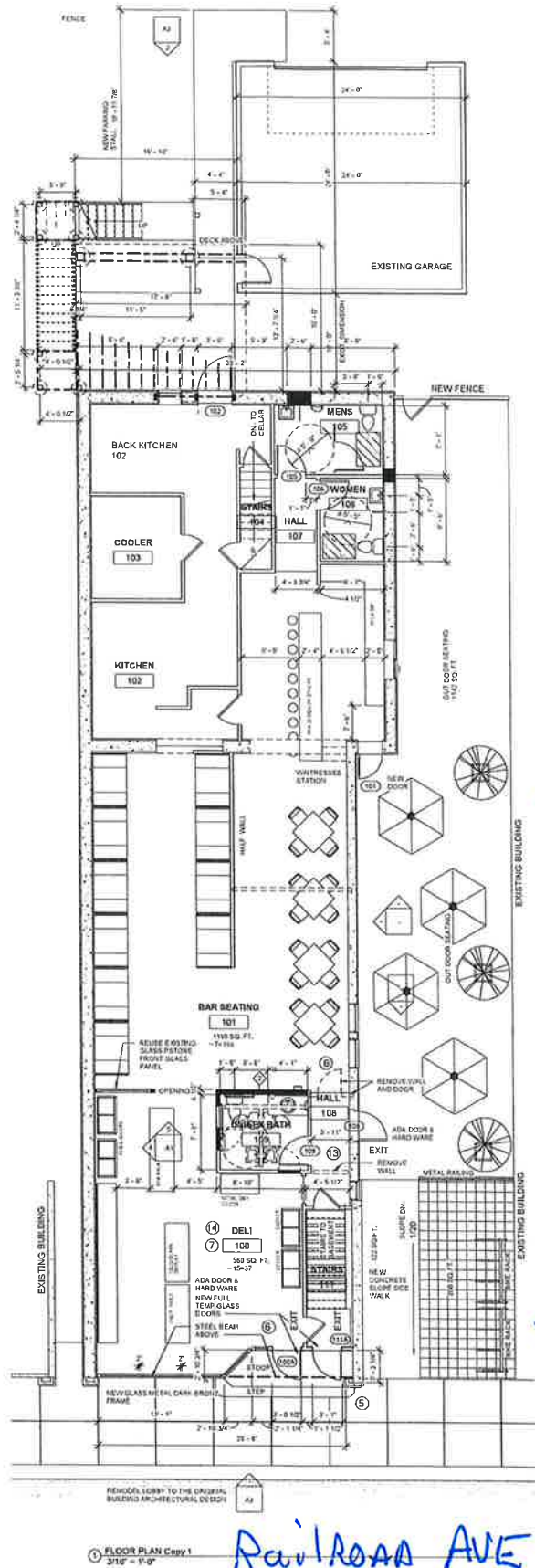
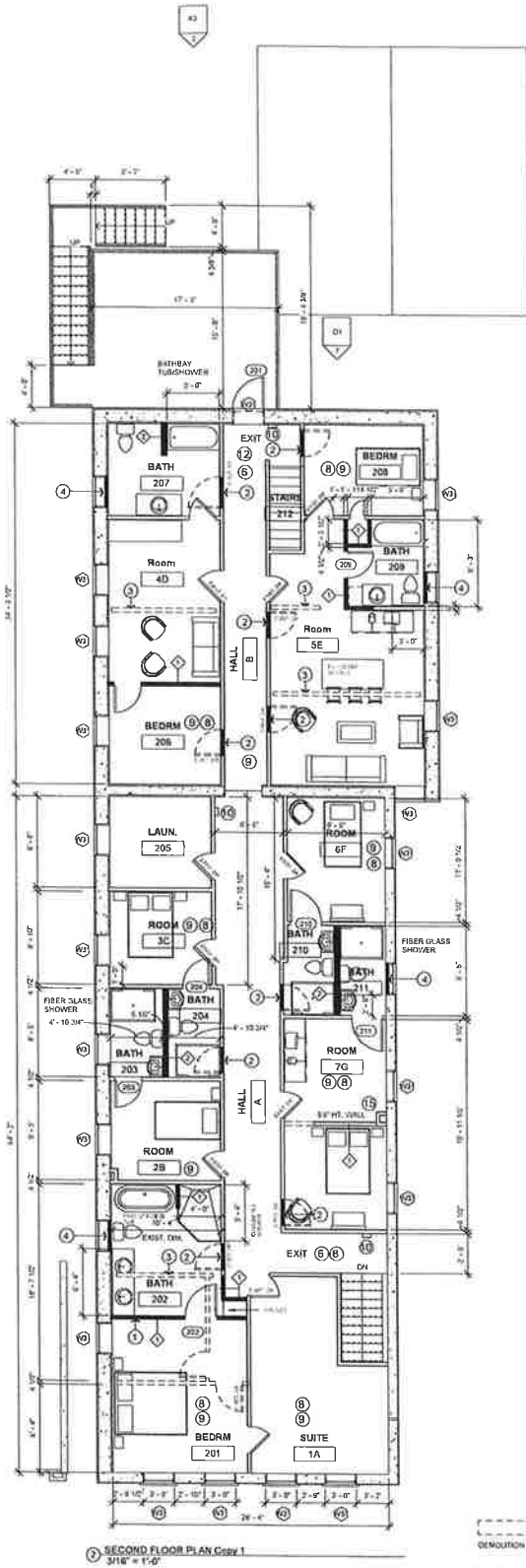
I/we, the undersigned Applicant, hereby agree that I/we will pay all fees and charges that may be incurred by the City for planning, engineering, legal and any other professional services directly related to and incurred by the City during the examination, review and processing of this Application, and during any necessary enforcement action subsequent to this request. I/we understand that the Applicant fee is only an administrative charge intended to defray costs associated with City Staff services and resources required for the processing of this request. If a determination is made by the City that additional professional services are necessary for the review and processing of this Application, the Zoning Administrator may require the Applicant to enter into a development escrow agreement and deposit funds in escrow with the City. The sum to be deposited will be based upon the anticipated direct costs to the City. The City will also make every reasonable effort possible to keep these charges to a minimum, yet still provide the needed level of professional services. If direct costs for professional services are in excess of funds placed in escrow, then additional escrow funds may be required to be submitted prior to further processing of the request. Otherwise any fees resulting in charges above the escrow funds placed on deposit will be billed and promptly paid by the Applicant prior to the final disposition of the request by the City. If direct costs to the City are less than the sum placed in escrow, then the balance will be refunded to the Applicant upon final disposition of the request by the City.

David Belford

Signature of Applicant

5/17/2022

Date



PATIO AREA

Railroad Ave

**CITY OF ALBANY
AMENDMENT TO ORDINANCE NO. 60 LIQUOR**

The City Council for the City of Albany, HEREBY ORDAINS that Ordinance 60 Liquor shall be amended as follows:

1. That Section 60.08, Subd. 4(d) shall be amended to read as follows:

~~“d) the outdoor patio or deck shall have a fence that is six (6) feet high so as prevent entrance from outside the fenced area onto the patio or deck area unless the patio or deck is constructed in such a manner that entrance from other than the building or structure is otherwise prevented without a fence~~ the City Administrator, in consultation with the Chief of Police, may require the outdoor area to be fenced if the location of the outdoor patio or deck causes concerns with safety or code enforcement.

2. That Section 60.08, Subd. 4(e) shall be deleted.

~~e) — any exterior stairway or ramp access to the outdoor patio or deck must be gated so as to require all persons using the outdoor area to enter and exit the area through the building or structure except for emergency exit;.”~~

This Ordinance Amendment shall be effective upon publication.

This Ordinance was approved by the majority of the City Council of Albany on this ___ day of June, 2022.

Tom Kasner, Mayor

Tom Schneider, Clerk/Administrator

(S E A L)

This amendment was published in the *Star Post* June ___, 2022

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

DRAFT

WHEREAS, total costs have been determined for the construction of certain improvements consisting of Albany (TH 238) 1st Street Improvements & 8th Street / Shamrock Lane Sidewalk Improvements (the "Improvement") in the amount of \$833,505.78.

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

1. Allocation of Costs. The portion of the cost of the Improvement to be paid by the City is hereby declared to be \$287,615.78, and the portion of the cost of the Improvement to be assessed against benefited property owners is declared to be \$5,890.48.

2. Interest Rate; Term. Assessments will be payable in annual installments extending over a period of 15 years, the first of the installments to be payable with the 2023 general taxes and to bear interest at the rate per annum which will be determined at the time of the final assessment roll adoption.

3. Preparation of Assessment Roll. The Administrator/Clerk-Treasurer, with the assistance of counsel to the City, the City's consulting Engineer and the independent financial advisor to the City, as needed, is authorized and directed to forthwith calculate the proper amount to be specially assessed for the Improvement against every assessable lot, piece or parcel of land within the area affected, without regard to cash valuation, as provided by law, and a copy of such proposed assessment roll will be filed in the office of the Administrator/Clerk-Treasurer and be open to public inspection.

4. Public Hearing Scheduled. A public hearing will be held at the City Hall at 6:30 PM, on July 6, 2022, to consider such proposed assessment, and at such time and place, all persons owning property affected by the Improvement will be given an opportunity to be heard with reference to such assessment.

5. Published and Mailed Notice of Public Hearing. The Administrator/Clerk-Treasurer is hereby directed to cause a notice of the hearing on the proposed assessment stating the total cost of the Improvement to be published in the official newspaper of the City once at least two weeks prior to the date set for the hearing. The published notice must be in substantially the form set forth on Exhibit A attached hereto. Mailed notice will be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the date set for the hearing. The mailed notice must be in substantially the form set forth on Exhibit B attached hereto.

6. Payment in Full of Assessments Allowed. The owner of any property so assessed may, at any time prior to the certification of the assessment or the first installment thereof to the County Auditor, which will be on or before November 15, 2022, pay the entire assessment on such property to the Administrator/Clerk-Treasurer. No interest shall be charged if the entire

assessment is paid within 30 days from the adoption of the final assessment roll. If the assessment is not prepaid within 30 days from the adoption of the assessment roll, interest will accrue on the assessment at the interest rate determined by the City Council. An owner may at any time prior to November 15th of any year pay to the Administrator/Clerk-Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.

Adopted: June 1, 2022

Mayor

Attest:

Administrator/Clerk-Treasurer

NOTICE OF HEARING ON ASSESSMENTS
City of Albany, Minnesota

Notice is hereby given that the City Council of the City of Albany, Stearns County, Minnesota (the "City"), will meet at the City Hall, 400 Railroad Ave, Albany, Minnesota on Wednesday, July 6, 2022, at 6:30 p.m. to consider objections to the proposed assessments for the construction of the Improvement referred to below, previously ordered by the City Council.

The general nature of the project includes reconstruction of storm sewer, and roadways and the new construction of concrete sidewalk (the "Improvement"). The area proposed to be assessed consists of every lot, piece of parcel of land abutting and benefited by the improvement. The total amount to be assessed is \$5,890. The proposed assessment roll is on file with the Administrator/Clerk-treasurer and open to public inspection.

Written or oral objections by any property owner will be considered at the hearing. No appeal may be taken as to the amount of any assessment adopted by the City Council unless a written objection signed by the affected property owner is filed with the Administrator/Clerk-Treasurer prior to the assessment hearing or presented to the presiding officer at the hearing. All objections to the assessments not received at the assessment hearing in the manner prescribed by Minnesota Statutes, Section 429.061 are waived, unless the failure to object to the assessment hearing is due to a reasonable cause.

Any owner of property to be assessed may appeal the assessment to the district court of Stearns County pursuant to Minnesota Statutes, Section 429.081, by serving notice of the appeal upon the Mayor or Administrator/Clerk-Treasurer of the City within 30 days after the adoption of the assessment and filing such notice with the district court within 10 days after service upon the Mayor or Administrator/Clerk-Treasurer.

Under the provisions of Minnesota Statutes, Sections 435.193 through 435.195, the City may, at its discretion, defer the payment of assessments for any homestead property owned by a person 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments. The City has not established a deferment procedure pursuant to Minnesota Statutes, Sections 435.193 through 435.195.

The notice of this hearing mailed to property owners contains additional information.

Tom Schneider, City Administrator/Clerk
City of Albany, Minnesota

**EXHIBIT B
(Mailed Notice)**

**NOTICE OF HEARING ON ASSESSMENTS
City of Albany, Minnesota**

To:

Parcel Description:

Notice is hereby given that the City Council of the City of Albany, Stearns County, Minnesota (the "City"), will meet at the City Hall, 400 Railroad Avenue, Albany, Minnesota on July 6, 2022 at 6:30 to consider objections to the proposed assessments for the Construction of the Improvements referred to below, previously ordered by the City Council.

The general nature of the project includes reconstruction of storm sewer, and roadways, and the new construction of concrete sidewalks (the "Improvement"). The area proposed to be assessed consists of every lot, piece of parcel of land abutting and benefited by the improvement.

The total amount proposed to be assessed is \$5,890.49. The total amount proposed to be assessed against the property described above is attached. The proposed assessment roll is on file with the Administrator/Clerk-treasurer and open to public inspection. Written or oral objections will be considered at the hearing.

No appeal may be taken as to the amount of any assessment adopted by the City Council unless a written objection signed by the affected property owner is filed with the Administrator/Clerk-Treasurer prior to the assessment hearing or presented to the presiding officer at the hearing. All objections to the assessments not received at the assessment hearing in the manner prescribed by Minnesota Statutes, Section 429.061 are waived, unless the failure to object to the assessment hearing is due to a reasonable cause.

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Under the provisions of Minnesota Statutes, Sections 435.193 through 435.195, the City may, at its discretion, defer the payment of assessments for any homestead property owned by a person 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments. The City has not established a deferment procedure pursuant to Minnesota Statutes, Sections 435.193 through 435.195.

Adoption by the City Council of the proposed assessment may be taken at the hearing.

The owner of any property so assessed may, at any time prior to the certification of the assessment or the first installment thereof to the County Auditor, which will be on or before November 15, 2022, pay the entire assessment on such property to the Administrator/Clerk-Treasurer. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of the final assessment roll. If the assessment is not prepaid within 30 days from the adoption of the assessment roll, interest will accrue on the assessment at the interest rate determined by the City Council. An owner may at any time prior to November 15th of any year pay to the Administrator/Clerk-Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Interest will accrue on the assessments at the annual rate determined by the City Council upon adoption of the final assessment roll. Interest accrues from the assessment, if not sooner paid, is payable over a period of 15 years.

Dated _____, 2022

DRAFT

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

WHEREAS, the City of Albany wishes to convey certain City-owned property to MnDOT for purposes of reconstructing the intersection of Railroad Avenue and 1st Street (TH 238); and

WHEREAS, the property being conveyed is shown on the attached MnDOT Orders Map, shown in exhibit A and totals approximately 1,970 square feet.

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

1. The City of Albany conveys said property to MNDOT for use as Roadway or Trunk Highway purposes.

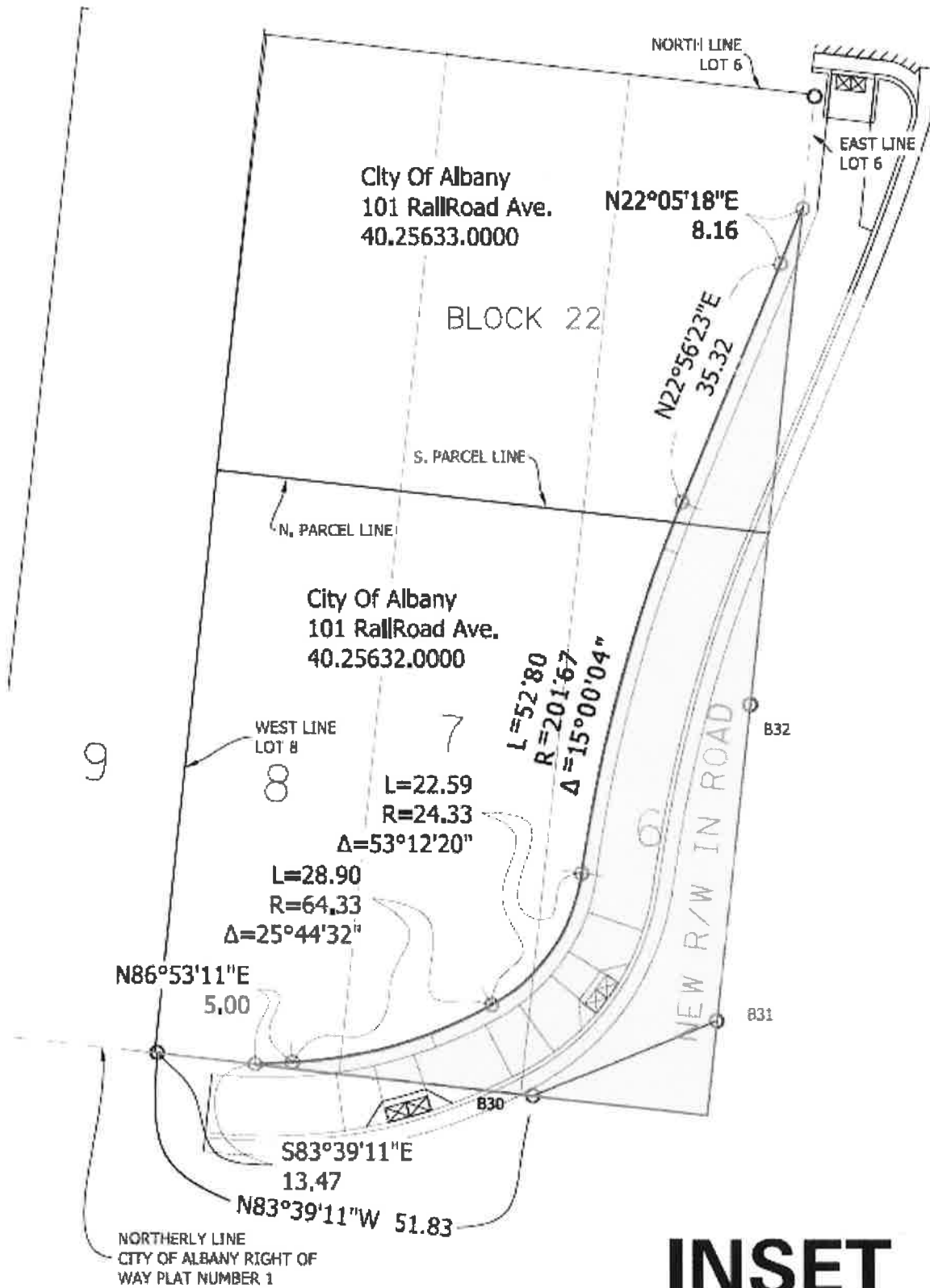
Adopted: June 1, 2022

Mayor

Attest:

Administrator/Clerk-Treasurer

EXHIBIT A (2 of 2)



INSET A

To:	Mr. Tom Schneider Albany City Hall	From:	Jeremy Mathiasen St. Cloud, MN
File:	193805394	Date:	May 27, 2022

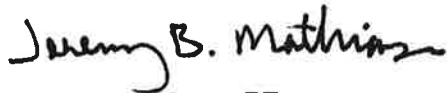
Reference: 2022 Capital Improvements – Payment Application No. 1

For your consideration at your June 1st Council meeting is Payment Voucher No. 1 for the 2022 Capital Improvement Project.

Payment Voucher No. 1 has been prepared for your review and generally includes site removals, sanitary sewer, water main, and storm sewer installation. The amount due, minus the retainage, for **Payment Voucher No. 1 is \$141,825.27.**

Stantec is recommending approval of Payment Voucher No. 1 for Breitbach Construction Co. Should you have any questions about the work completed to date, feel free to contact me.

Stantec Consulting Services Inc.



Jeremy Mathiasen PE
Senior Associate

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

Attachment: Payment Voucher No.1



Owner: City of Albany, 400 Railroad Ave., Albany, MN 56307	Date: May 27, 2022
For Period: 5/2/2022 to 5/21/2022	Request No: 1
Contractor: Breitbach Construction Co.	

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

SUMMARY

1	Original Contract Amount		\$	<u>2,008,700.59</u>
2	Change Order - Addition	\$	<u>0.00</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>2,008,700.59</u>
5	Value Completed to Date		\$	<u>149,289.75</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>149,289.75</u>
8	Less Retainage 5%		\$	<u>7,464.48</u>
9	Subtotal		\$	<u>141,825.27</u>
10	Less Amount Paid Previously		\$	<u>0.00</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>1</u>		\$	<u><u>141,825.27</u></u>

Recommended for Approval by:
STANTEC

Approved by Contractor:
BREITBACH CONSTRUCTION CO.

Approved by Owner:
CITY OF ALBANY

Specified Contract Completion Date:

Date:

Item	Unit	Contract Quantity	Unit Price	Current Quantity	Amount This Request	Quantity to Date	Amount to Date
BASE BID:							
MOBILIZATION	LUMP SUM	1	98,512.00	0.25	24,628.00	0.25	24,628.0
CLEAR AND GRUB	TREE	28	674.04	32	21,569.28	32.00	21,569.3
REMOVE SEWER PIPE (STORM)	LIN FT	1404	6.27	40	250.80	40.00	250.8
REMOVE SEWER PIPE (SANITARY)	LIN FT	1773	0.78	475	370.50	475.00	370.5
REMOVE WATER MAIN	LIN FT	2332	1.05	478	501.90	478.00	501.9
REMOVE HYDRANT ASSEMBLY	EACH	4	261.25	1	261.25	1.00	261.3
REMOVE GATE VALVE & BOX	EACH	2	109.50		0.00	0.00	0.0
REMOVE CATCH BASIN	EACH	11	182.91		0.00	0.00	0.0
REMOVE MANHOLE (STORM)	EACH	6	182.83	1	182.83	1.00	182.8
REMOVE MANHOLE (SANITARY)	EACH	10	182.90	2	365.80	2.00	365.8
REMOVE CURB AND GUTTER	LIN FT	5501	1.36	1500	2,040.00	1,500.00	2,040.0
REMOVE BLOCK RETAINING WALL	LIN FT	145	5.75		0.00	0.00	0.0
REMOVE STONE GROUTED RETAINING WALL	LIN FT	260	5.75	260	1,495.00	260.00	1,495.0
REMOVE CONCRETE WALK	SQ YD	2642	3.08	1872	5,765.76	1,872.00	5,765.8
REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	689	3.40	15	51.00	15.00	51.0
REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	925	2.61		0.00	0.00	0.0
RECLAIM BITUMINOUS PAVEMENT	SQ YD	22020.00	0.65	14125	9,181.25	14,125.00	9,181.3
SAWING BITUMINOUS PAVEMENT	LIN FT	5021	3.14	126	395.64	126.00	395.6
SAWING CONCRETE PAVEMENT	LIN FT	779	5.22	160	835.20	160.00	835.2
ABANDON PIPE SEWER (SANITARY)	LIN FT	410	4.44		0.00	0.00	0.0
SALVAGE METAL SIDEWALK RAILING	LIN FT	19	20.89	16	334.24	16.00	334.2
SALVAGE SIGN	EACH	12	26.17	5	130.85	5.00	130.9
SALVAGE MAIL BOX SUPPORT & BOX	EACH	40	78.38	27	2,116.26	27.00	2,116.3
INSTALL SIGN	EACH	12	156.75		0.00	0.00	0.0
INSTALL CLUSTER MAIL BOX SUPPORT & BOXES	EACH	7	209.00		0.00	0.00	0.0
INSTALL METAL SIDEWALK RAILING	LIN FT	13	67.92		0.00	0.00	0.0
ADJUST VALVE BOX	EACH	2	251.00		0.00	0.00	0.0
ADJUST FRAME & RING CASTING	EACH	2	397.00		0.00	0.00	0.0
VALVE BOX ADJUSTMENT RING	EACH	6	94.00		0.00	0.00	0.0
MANHOLE ADJUSTMENT RING	EACH	17	256.00		0.00	0.00	0.0
COMMON EXCAVATION (P)	CU YD	14285	10.45		0.00	0.00	0.0
SUBGRADE EXCAVATION	CU YD	987	7.73		0.00	0.00	0.0
SELECT GRANULAR BORROW (CV)	CU YD	6034	10.45		0.00	0.00	0.0
SUBGRADE GRANULAR BORROW (CV)	CU YD	1382	8.36		0.00	0.00	0.0
SELECT TOPSOIL BORROW - SCREENED (LV)	CU YD	915	19.85		0.00	0.00	0.0
PLACE SALVAGED AGGREGATE (CV)	CU YD	1800	3.74		0.00	0.00	0.0
GEOTEXTILE FABRIC TYPE V	SQ YD	23705	1.41		0.00	0.00	0.0
GEOGRID	SQ YD	1300	1.57		0.00	0.00	0.0
AGGREGATE BASE (LV) CLASS 5 - DRWYS & WALKS	CU YD	715	16.72		0.00	0.00	0.0
AGGREGATE BASE (CV) CLASS 5 - ROADWAYS & A	CU YD	4696	22.47		0.00	0.00	0.0
TYPE SP 9.5 WEARING COURSE MIXTURE (3.C)	TON	1932	85.69		0.00	0.00	0.0
TYPE SP 12.5 NON WEARING COURSE MIXTURE (3.C)	TON	2702	84.65		0.00	0.00	0.0
BITUMINOUS PAVEMENT REPLACEMENT 2"-4"	SQ YD	1500	20.90		0.00	0.00	0.0
4" CONCRETE WALK	SQ FT	27057	4.18		0.00	0.00	0.0
6" CONCRETE WALK	SQ FT	2053	6.79		0.00	0.00	0.0
PEDESTRIAN CURB RAMP	EACH	1575	6.79		0.00	0.00	0.0
TRUNCATED DOMES	SQ FT	216	52.25		0.00	0.00	0.0
CONCRETE CURB & GUTTER DESIGN B618	LIN FT	6871	14.37		0.00	0.00	0.0
7" CONCRETE VALLEY GUTTER & APRONS	SQ YD	40	83.60		0.00	0.00	0.0
6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	350	56.43		0.00	0.00	0.0
12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	967	41.80		0.00	0.00	0.0
15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	1277	49.64		0.00	0.00	0.0
CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	3	1,985.67		0.00	0.00	0.0
CONSTRUCT DRAINAGE STRUCTURE DESIGN 2' X 3'	EACH	11	3,471.45		0.00	0.00	0.0
CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-402	EACH	8	3,799.63	4	15,198.52	4.00	15,198.5
CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-402	EACH	1	4,593.00		0.00	0.00	0.0
CONNECT TO EXISTING STORM SEWER	EACH	3	836.00	1	836.00	1.00	836.0

PROJECT PAYMENT STATUS

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

CHANGE ORDERS

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	05/02/2022	05/21/2022	141,825.27	7,464.48	149,289.75

Material on Hand

Total Payment to Date		\$141,825.27	Original Contract	\$2,008,700.59
Retainage Pay No.	1	7,464.48	Change Orders	
Total Amount Earned		\$149,289.75	Revised Contract	\$2,008,700.59

To:	Mr. Tom Schneider and Albany City Council City of Albany	From:	Jeremy Mathiasen St. Cloud Office
File:	193801690	Date:	May 27, 2022

Reference: Engineering Update for the 6/1/22 Council Meeting

2022 Capital Improvement Project

Utility installation is underway along 2nd Street and Midland Avenue. Payment voucher No. 1 is included in your packet and includes the first three weeks of work on the project.

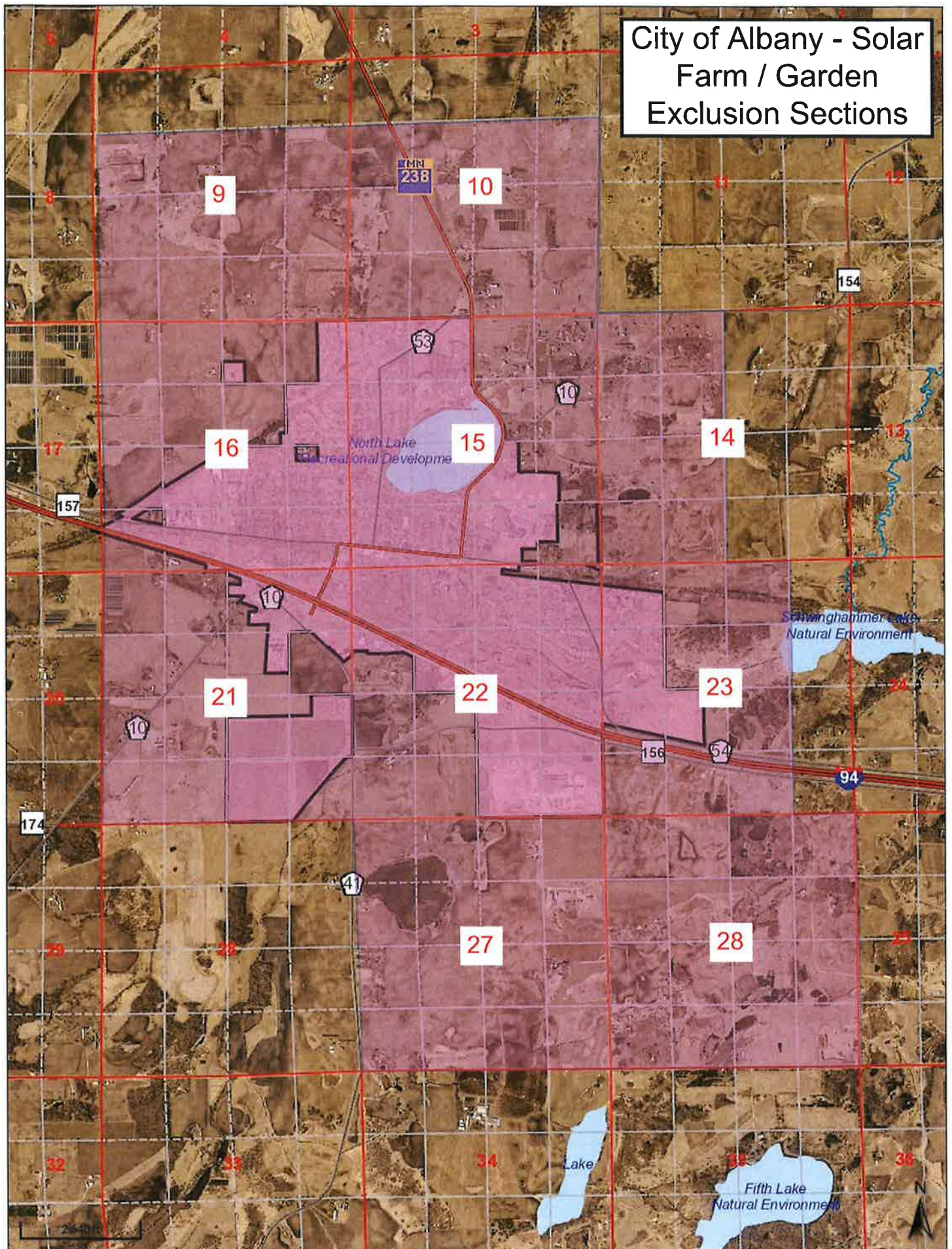
1st Street/TH 238 Improvements

Construction is scheduled to begin on June 6th. Craig Bardson Excavating will be setting up the traffic detour and related control. The project is scheduled to extend approximately two months.

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

Jeremy.mathiasen@stantec.com 320.266.5232

City of Albany - Solar Farm / Garden Exclusion Sections



May, 2022

CONFIDENTIAL INFORMANTS MODEL POLICY

MN STAT 626.8476

I. POLICY

It is the policy of the **Albany Police Department** to establish procedures and protocols that take necessary precautions concerning the recruitment, control and use of confidential informants.

II. DEFINITIONS

- A. Confidential Informant (CI):** A person who cooperates with a law enforcement agency confidentially in order to protect the person or the agency's intelligence gathering or investigative efforts and;
1. seeks to avoid arrest or prosecution for a crime, mitigate punishment for a crime in which a sentence will be or has been imposed, or receive a monetary or other benefit; and
 2. is able, by reason of the person's familiarity or close association with suspected criminals, to:
 - i. make a controlled buy or controlled sale of contraband, controlled substance, or other items that are material to a criminal investigation;
 - ii. supply regular or constant information about suspected or actual criminal activities to a law enforcement agency; or
 - iii. otherwise provide information important to ongoing criminal intelligence gathering or criminal investigative efforts.
- B. Controlled Buy:** means the purchase of contraband, controlled substances, or other items that are material to a criminal investigation from a target offender that is initiated, managed, overseen, or participated in by law enforcement personnel with the knowledge of a confidential informant.
- C. Controlled Sale:** means the sale of contraband, controlled substances, or other items that are material to a criminal investigation to a target offender that is initiated, managed, overseen, or participated in by law enforcement personnel with the knowledge of a confidential informant.
- D. Mental Harm:** means a psychological injury that is not necessarily permanent but results in visibly demonstrable manifestations of a disorder of thought or mood that impairs a person's judgment or behavior.
- E. Target Offender:** means the person suspected by law enforcement personnel to be implicated in criminal acts by the activities of a confidential informant.
- F. Confidential Informant File:** means a file maintained to document all information that pertains to a confidential informant.
- G. Unreliable Informant File:** means a file containing information pertaining to an individual who has failed at following an established written confidential informant agreement and has been determined to be generally unfit to serve as a confidential informant.
- H. Compelling Public Interest:** means, for purposes of this policy, situations in which failure to act would result or likely result in loss of life, serious injury, or have some serious negative consequence for persons, property, or public safety and therefore demand action.
- I. Overseeing agent:** means the officer primarily responsible for supervision and management of a confidential informant.

III. PROCEDURES

A. Initial Suitability Determination

An initial suitability determination must be conducted on any individual being considered for a role as a CI. The initial suitability determination includes the following:

1. An officer requesting use of an individual as a CI must complete an Initial Suitability Report. The report must be submitted to the appropriate individual or entity, as determined by the agency chief executive, to review for potential selection as a CI. The report must include sufficient detail regarding the risks and benefits of using the individual so that a sound determination can be made. The following information must be addressed in the report, where applicable:
 - a. Age, sex, and residence
 - b. Employment status or occupation
 - c. Affiliation with legitimate businesses and illegal or suspicious enterprises
 - d. Extent to which potential information, associations, or other assistance could benefit a present or future investigation
 - e. Relationship with the target of an investigation
 - f. Motivation in providing information or assistance
 - g. Risk of adversely affecting an existing or future investigation
 - h. Extent to which provided information can be corroborated
 - i. Prior record as a witness
 - j. Criminal history, to include whether he or she is the subject of a pending investigation, is under arrest, or has been charged with a crime
 - k. Risk to the public or as a flight risk
 - l. Consultation with the individual's probation, parole, or supervised release agent, if any
 - m. Consideration and documentation of the individual's diagnosis of mental illness, substance use disorder, traumatic brain injury, or disability; and consideration and documentation of the individual's history of mental illness, substance use disorder, traumatic brain injury or disability
 - n. Relationship to anyone in law enforcement
 - o. Risk of physical harm to the potential CI or their immediate family or relatives for cooperating with law enforcement
 - p. Prior or current service as a CI with this or another law enforcement organization
2. Prior to an individual's use as a CI, a supervisor or other designated authority must review the Initial Suitability Report and determine if the individual is authorized to serve as a CI.
3. Any prospective or current CI must be excluded from engaging in a controlled buy or sale of a controlled substance if the prospective or current CI:
 - a. is receiving in-patient treatment or partial-hospitalization treatment administered by a licensed service provider for a substance use disorder or mental illness; or
 - b. is participating in a treatment-based drug court program or treatment court; except that
 - c. the prospective or current CI may provide confidential information while receiving treatment, participating in a treatment-based drug court program or treatment court.

4. Documentation and special consideration must be made of the risks involved in engaging a prospective or current CI in the controlled buy or sale of a controlled substance if the individual is known, or has reported, to have experienced a drug overdose in the previous 12 months.
5. Any prospective or current CI who is known to abuse substances, or is at risk for abusing substances, should be provided referral to prevention or treatment services.
6. Any prospective or current CI that has a physical or mental illness that impairs the ability of the individual to understand instructions and make informed decisions should be referred to a mental health professional or other appropriate medical professional, or a case manager/social worker from the county social services agency, or other substance abuse and mental health services.
7. Each CI's suitability must be reviewed every 6 months, at a minimum, during which time the CI's overseeing agent must submit a Continuing Suitability Report addressing the foregoing issues in III.A.1.a-p, and III.A.3-6, where applicable. An initial suitability determination must be conducted on a reactivated CI regardless of the length of inactivity.
8. Any information that may negatively affect a CI's suitability during the course of their use must be documented in the CI's file and forwarded to the appropriate authorized personnel as soon as possible.
9. Supervisors must review informant files regularly with the overseeing agent and must attend debriefings of CIs periodically as part of the informant management process. If a CI is active for more than 12 months, a supervisory meeting with the CI must be conducted without the overseeing agent.
10. CI contracts must be terminated, and the CI file placed in inactive status when the CI has not been utilized for 6 months or more.

B. Exigent Confidential Informants

1. Certain circumstance arise when an individual who has been arrested is willing to immediately cooperate and perform investigative activities under the direction of an overseeing agent. In these circumstances, the initial suitability determination can be deferred and an individual may be utilized as a CI for a period not to exceed 12 hours from the time of arrest if:
 - a. The individual is not excluded from utilization as a CI under III.A(3)(a-c) of this policy; and
 - b. There is compelling public interest or exigent circumstances exist that demand immediate utilization of the individual as a CI and any delay would significantly and negatively affect any investigation; and
 - c. A supervisor has reviewed and approved the individual for utilization as a CI under these circumstances.
2. Upon the conclusion of the 12-hour window, or at any time before, an initial suitability determination must be conducted before the individual engages in any further CI activities.

C. Special CI Approval Requirements

Certain individuals who are being considered for use as a CI require special review and approval. In all instances, the agency's chief executive or their designee and the office of the prosecutor or county attorney should be consulted prior to the use of these individuals as CIs. These individuals include the following:

1. Juveniles
 - a. Use of a juvenile under the age of 18 for participating in a controlled buy or sale of a controlled substance or contraband may be undertaken only with the written authorization of the individual's parent(s) or guardian(s), except that the juvenile informant may provide confidential information.

- b. Authorization for such use should be granted only when a compelling public interest can be demonstrated, *except that*
 - c. Juveniles under the guardianship of the State may not be used as a CI.
2. Individuals obligated by legal privilege of confidentiality.
 3. Government officials.

D. General Guidelines for Overseeing CIs

General guidelines for overseeing CIs are as follows:

1. CIs must be treated as assets of the agency, not the individual overseeing agent.
2. No promises or guarantees of preferential treatment within the criminal justice system will be made to any informant without prior approval from the prosecuting authority.
3. CIs must not be used without authorization of the agency through procedures identified in this policy.
4. CIs must not be used to gather information purely of a political nature or for other information-gathering efforts that are not connected with a criminal investigation.
5. Under no circumstances must an informant be allowed access to restricted areas or investigators' work areas within a law enforcement agency.
6. All CIs must sign and abide by the provisions of the agency's CI agreement.
7. Any physical or mental illness that impairs the CI's ability to knowingly contract or otherwise protect the informant's self-interest must be taken into consideration before the CI signs the agreement.
8. The CI's overseeing agent must discuss each of the provisions of the agreement with the CI, with particular emphasis on the following:
 - a. CIs may voluntarily initiate deactivation, whereupon the protocols outlined in section E of this policy must be followed.
 - b. CIs are not law enforcement officers. They have no arrest powers, are not permitted to conduct searches and seizures, and may not carry a weapon while performing activities as a CI.
 - c. CIs found engaging in any illegal activity beyond what is authorized by the agency and conducted while under the supervision of an overseeing agent, will be subject to prosecution.
 - d. CIs are prohibited from engaging in actions or activities that could be deemed entrapment. The meaning of the term and implications of such actions must be explained to each CI.
 - e. CIs are prohibited from engaging in self-initiated information or intelligence gathering without agency direction and approval. The CI must not take any actions in furtherance of an investigation without receiving specific instruction(s) from the overseeing agent or agency.
 - f. Every reasonable effort will be taken to ensure the confidentiality of the CI but, upon judicial order, he or she may be required to testify in open court.
 - g. CIs may be directed to wear a listening and recording device.
 - h. CIs must be required to submit to a search before and after a controlled purchase.

- i. CIs who participate in unplanned or unanticipated activities or meet with a subject(s) under investigation in a location outside of the jurisdictional boundary of the handling agency must promptly report that activity or meeting to their overseeing agents.
9. CI activity outside jurisdictional boundaries:
 - a. Investigators handling CIs who engage in operational activity in locations outside the jurisdictional boundaries of the agency must coordinate with counterparts in law enforcement agencies that have jurisdiction in that location where the CI will operate before any activity occurs, or in a timely manner after unanticipated activity occurs and is brought to the attention of the overseeing agent.
 - b. Any decision to defer or delay notice to or coordinate with an outside agency having jurisdiction in the area where a CI has or may operate must be documented, reviewed, and approved by the agency's chief executive or their designee.
10. Officers must take the utmost care to avoid conveying any confidential investigative information to a CI, such as the identity of other CIs, surveillance activities, or search warrants, other than what is necessary and appropriate for operational purposes.
11. No member of this agency must knowingly maintain a social relationship with a CI, or otherwise become personally involved with a CI beyond actions required in the performance of duty.
12. Members of this agency must not solicit, accept gratuities from, or engage in any private business transaction with a CI.
13. Meetings with a CI must be conducted in private with another officer or agent present and with at least one officer or agent of the same sex, except when not practical. The meeting location should minimize the potential for discovery of the informant's cooperation and provide sufficient space to complete necessary administrative duties. The meetings must be documented and subsequently entered into the individual's CI file.
14. Overseeing agents must develop and follow a communications strategy and plan with the CI that minimizes, to the greatest extent possible, the risk of discovery or compromise of the relationship between the agency and the CI. This plan should also aim to prevent the detection, compromise, or interception of communications between the overseeing agent and the CI.
15. Procedures must be instituted to assist CIs with concealing their identity and maintaining their safety. Care should be given not to expose CIs to unnecessary safety risks.
16. Preceding or following every buy or sale of controlled substances, overseeing agents must screen the CI for any personal safety or mental health concerns, risk of substance abuse, and/or potential relapse in any substance abuse recovery.
 - a. At the request of the CI, or if the overseeing agent deems it necessary, reasonable efforts should be taken to provide the CI with referral to substance abuse and/or mental health services.
 - b. Overseeing agents must document:
 - i. the screening,
 - ii. any referral to services provided to, or requested by, the CI, and
 - iii. any refusal by the CI to participate in the screening and/or any refusal by the CI to accept referral to services. Reasons for the CI's refusal must be documented, where applicable.
 - c. No part of this subsection supersedes MN Stat. 253B.05, sub.2.

17. Reasonable protective measures must be provided for a CI when any member of this agency knows or should have known of a risk or threat of harm to a person serving as a CI and the risk or threat of harm is a result of the informant's service to this agency.
18. Overseeing agents must:
 - a. evaluate and document the criminal history and propensity for violence of target offenders; and
 - b. to the extent allowed, provide this information to the CI if there is a reasonable risk or threat of harm to the CI as a result of the CI's interaction with the target offender.
19. Reasonable efforts and precautions must be made to help protect the identity of a CI during the time the person is acting as an informant.
20. Whenever possible, officers must corroborate information provided by a CI and document efforts to do so.
21. The name of a CI must not be included in an affidavit for a warrant unless judicial authority is obtained to seal the document from the public record or the CI is a subject of the investigation upon which the affidavit is based.
22. Overseeing agents are responsible for ensuring that information of potential value to other elements of the agency is provided promptly to authorized supervisory personnel and/or other law enforcement agencies as appropriate.
23. Individuals leaving employment with the agency have a continuing obligation to maintain as confidential the identity of any CI and the information he or she provided unless obligated to reveal such identity or information by law or court order.

E. Establishment of an Informant File System

An informant file system must be established as follows:

1. The agency chief executive must designate a file supervisor who must be responsible for developing and maintaining master CI files and an indexing system.
2. A file must be maintained on each CI deemed suitable by the agency.
3. An additional Unreliable Informant File must be established for CIs deemed unsuitable during initial suitability determinations or at a later time.
4. Each file must be coded with an assigned informant control number for identification within the indexing system and must include the following information, where applicable:
 - a. Name, aliases, and date of birth
 - b. Height, weight, hair color, eye color, race, sex, scars, tattoos, or other distinguishing features
 - c. Emergency contact information
 - d. Name of the officer initiating use of the informant and any subsequent overseeing agents
 - e. Photograph and criminal history record
 - f. Current home address and telephone number(s)
 - g. Residential addresses in the last five years
 - h. Current employer, position, address, and telephone number
 - i. Social media accounts
 - j. Marital status and number of children

- k. Vehicles owned and their registration numbers
 - l. Places frequented
 - m. Gang affiliations or other organizational affiliations
 - n. Briefs of information provided by the CI and the CI's subsequent reliability
 - o. Special skills and hobbies
 - p. Special areas of criminal expertise or knowledge
 - q. A copy of the signed informant agreement
5. CI files must be maintained in a separate and secured area.
 6. The file supervisor must ensure that information concerning CIs is strictly controlled and distributed only to officers and other authorities who have a need and a right to such information.
 7. CI File Review
 - a. Sworn personnel may review an individual's CI file only upon the approval of the agency's chief executive or their designee.
 - b. The requesting officer must submit a written request explaining the need for review. A copy of this request, with the officer's name, must be maintained in the individual's CI file.
 - c. Officers must not remove, copy, or disseminate information from the CI file.
 - d. CI files must be reviewed only in designated areas of the law enforcement facility and returned as soon as possible to their secure file location.
 - e. All disclosures or access to CI files must be recorded by the file supervisor, to include information such as the requesting officer or agency, the purpose of access or disclosure, the information conveyed, and the date and time of access or dissemination.
 - f. No portion of an individual's CI file must be entered into any other electronic or related database without controls sufficient to exclude access to all but authorized personnel with a need and a right to know.

F. Deactivation of Confidential Informants

A CI deactivation procedure must be established as follows:

1. The overseeing agent must complete a deactivation form that includes, at minimum, the following:
 - a. The name of the agency.
 - b. The name of the CI.
 - c. The control number of the CI, where applicable.
 - d. The date of deactivation.
 - e. The reason for deactivation.
 - f. A notification that contractual agreements regarding monetary re-numeration, criminal justice assistance, or other considerations, specified or not, are terminated.
 - g. A notification that the agency will provide and assist the CI with referral to health services for assistance with any substance abuse disorder and/or physical, mental, or emotional health concerns, as requested or accepted by the CI.
 - h. A signature by the CI or documentation indicating the reason(s) why the CI was unable or unwilling to sign the form.

- i. A signature by the overseeing agent.
2. All reasonable efforts must be taken to maintain the safety and anonymity of the CI after deactivation.

G. Monetary Payments

Monetary payments must be managed as follows:

1. All monetary compensation paid to CIs must be commensurate with the value of the information or assistance provided to the agency.
2. All CI payments must be approved in advance by the officer in charge of confidential funds.
3. Officers must provide accounting of monies received and documentation for confidential funds expended. Any documentation of monies paid or received should not contain the true identity of the informant but should use the CI's control number.
4. Two officers must be present when making payments or providing funds to CIs.
5. The appropriate individual, as designated by the agency's chief executive, must ensure that the process for authorization, disbursement, and documentation of CI payments, as well as the accounting and reconciliation of confidential funds, is consistent with agency policy.
6. If a CI is authorized to work with another law enforcement or prosecutorial agency, financial payments must be coordinated between the agencies in a manner that is proportionate to the assistance rendered to each agency and consistent with provision III.F.1. of this policy.
7. Written records of receipts are retained, or justification for the exception is documented when a written receipt is not available.

Adopted by the city council of the City of Albany this 1st day of June, 2022

Tom Kasner, Mayor

Tom Schneider, Clerk/Adm.

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (the "Contract") is entered into as of June 1, 2022 ("Effective Date") by and between The City of Albany, MN ("Client") and Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau ("MSB"). The Client and MSB are sometimes individually referred to as the Party, or collectively referred to as the Parties.

RECITALS

WHEREAS, the Client desires for MSB to serve as their vendor to provide an online payment acceptance solution, including credit/debit card and E- Check; and,

WHEREAS, MSB is in the business of providing payment processing services and desires to provide an online payment acceptance solution, including credit/debit card and E-Check for the Client.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Parties hereby mutually agree as follows:

AGREEMENT

I. SCOPE OF SERVICES: Client hereby appoints MSB to perform the services described in Exhibit A ("Services"), which is attached hereto and incorporated herein by reference.

The Client may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of MSB's compensation, shall be mutually agreed upon in writing between the Parties.

II. TERM: The term of this contract will coincide with the Term of the Agreement between the Client and Civic Systems LLC .

III. COMPENSATION: In consideration of the Services contemplated by this Contract, MSB will receive a fee, as described in Exhibit B, attached hereto and incorporated herein, during the term and in accordance with the provisions of this Contract. MSB's compensation and the fees set forth in Exhibit B are specifically and expressly approved and authorized by the Client. The compensation described in Exhibit B constitutes all of the compensation payable to MSB in connection with the services set forth in this Contract.

IV. TERMINATION:

- a. Either Party shall have the right to terminate this Contract, with or without cause and without liability or penalty (except as described below), by giving written notice to the other Party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective

date of such termination. In the event that Client does not promptly refund / repay MSB for a chargeback or third-party assessment (after being notified in writing by MSB), or in the event that MSB reasonably believes that Client is experiencing material financial hardship, then MSB may immediately suspend all services.

V. RECORDS AND CONFIDENTIALITY:

- a. Inspection of Records: MSB agrees that at any time during the term of this Contract, or one (1) year thereafter, upon request of the Client, MSB will make full disclosure to the Client and make available for inspection all of its available records associated with work performed under this Contract.
- b. Confidential Business Information: Both Parties and their authorized representative will maintain the confidentiality of, and take all commercially reasonable efforts, to protect proprietary documents, records, trade secrets, and other records or information provided to them by the other Party, or which they otherwise obtain or gain access to. Both Parties will comply with all applicable privacy and data security laws.

VI. GENERAL PROVISIONS:

- A. Independent Contractor: MSB is an independent contractor and is free to perform services for other clients. Personnel performing services under this Agreement shall at all times be under MSB's exclusive direction and control and shall be employees of the Contractor. Contractor shall pay all wages and salaries and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, benefits, unemployment compensation, worker's compensation, and similar matters.
- B. Governing Law: The substantive laws of the State of **Minnesota** and not its conflicts of law principles) govern all matters arising out of, or relating to, this Contract and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement.
- C. Cooperation and Compliance: MSB requires cooperation and support from the Client and from the Client's vendor(s) (including its software providers) to provide the Services and to ensure proper functionality; this includes ensuring appropriate data interfaces are established since the Parties acknowledge that MSB cannot perform the Services without the necessary payment related data. The Parties and their vendors will work together in a cooperative, responsive, and supportive manner to help ensure the success of the program.

It is also acknowledged that the Client and any Client vendors in connection with the Services provided may be required to comply with certain laws, rules, or standards, including those applicable to or imposed by the payment card industry or card networks (e.g. card network rules, PCI-DSS, NACHA and EFTA, and bank

card merchant rules and regulations). The Client agrees to fully cooperate with MSB and take reasonable and appropriate steps to help ensure applicable compliance with above referenced rules and requirements. Additionally, the Client agrees to fully assist and cooperate with MSB as needed to ensure that MSB may comply with its obligations under any contracts with its processor or merchant bank or under any other industry laws, rules or standards.

In the event of any changes to laws, regulations, rules, standards, or other material changes impacting compliance, pricing, or operations (including changes imposed upon MSB by its contracted processor, merchant bank or gateways, as well as those required or imposed by the credit card industry, card networks, etc.) that impact this Agreement, the Services or the cost thereof, the Parties will work together in good faith to address, resolve and/or comply with those changes. If the parties cannot agree on any such resolution and continuation of the Services by MSB becomes impossible or impracticable, then MSB may promptly suspend services or terminate this Agreement.

MSB does not review or validate the accuracy or integrity of any of the account information (including the personal information or the amounts due or related account or payment data) that is interfaced or otherwise made available or provided to MSB from either the Client or its software providers. MSB shall not be liable for any incomplete, incorrect or inaccurate account information (or for delays or interruptions in the transmissions or access to said account information).

- D. Agent of the Payee: Client acknowledges that MSB is acting as its agent, processing payments for and on behalf of the Client in the Client's name. MSB shall hold all funds from processed payments in a trust or custodial account in the Client's name, for the exclusive benefit of the Client and to be promptly transmitted and settled to the Client in accordance with Exhibit A; such funds shall not be commingled with MSB's general assets. Payments are considered received by the Client when they are received by MSB, to the full benefit of the consumer / payor (subject to reasonable timelines for updating account balance information). For the avoidance of doubt, nothing in this paragraph shall be construed to prevent MSB from receiving or accessing its compensation pursuant to Exhibit B.
- E. Chargebacks & Third-Party Assessments: Client acknowledges that they are solely liable and responsible for any chargebacks, or any other payments that are in any way reversed or recalled for any reason, along with any other charges or fees associated therewith. Client will also be solely liable and responsible for all amounts imposed or assessed to MSB in connection with this Agreement by third-parties such as, but not limited to, MSB's processor, member/merchant bank, and card network associations to the extent that such amounts are a direct result of Client's non-compliance with Section VI(C) of this Agreement. In the event MSB pays or otherwise covers the cost of the chargeback, fees, fines, or assessments, then Client agrees to promptly repay MSB in full without delay or dispute (this is true even if Client disagrees with or otherwise disputes the chargeback, since MSB has no discretion or control over chargebacks). Client agrees that MSB may set off

any amounts due under this section to MSB from amounts owed to Client.

- F. Indemnification: Each Party shall defend, indemnify and hold the other Party harmless and its officers, directors, employees, and agents from any and all claims, liability, losses, or damages (including reasonable attorneys' fees) arising from or in connection with the indemnifying Party's violation of any applicable federal, state, or local law, statute, ordinance, rule, or regulation.

MSB performs payment processing services as explained herein and assumes no responsibility or liability for the Client's business activities, conduct, operations, or for the accuracy or validity of the account and payment information and data MSB receives from the Client or its software providers.

- G. Limitation of Liability and Disclaimer: Unless otherwise expressly stated in this Agreement, and whether or not the Parties have been advised of the possibility of such loss, neither Party shall be liable to the other Party in Contract, tort (including but not limited to warranty, negligence or strict liability) or otherwise for indirect, special, incidental, or consequential loss or damages, loss of revenue, lost profits, business or goodwill.

MSB's liability related to or arising out of this Agreement shall not exceed an amount equal to the lesser of (i) actual monetary damages incurred by Client or (ii) amounts paid to MSB for services under this Agreement during the 12-month period immediately preceding the date of incident giving rise to the claim or cause of action, except with regard to claims subject to indemnification under subparagraph F.

- H. Attorney Fees: The prevailing Party shall have the right to collect from the other Party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.
- I. Notice: All notices, requests, demands, and determinations (individually a "Notice") required under this Contract (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or more of the following methods of delivery: personal delivery, Registered or Certified Mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), facsimile or email. Notices shall be provided to the appropriate person at the receiving Party at the address listed below or to such address as a Party may designate by a Notice given in compliance with this section.

To Client: The City of Albany, MN
400 Railroad Avenue
Albany, MN 56307
Attn: Heather Cruz, Administration
Phone 320-845-4244

To MSB: Gila LLC d/b/a Municipal Services Bureau

325 Daniel Zenker Drive, Suite 3
Horseheads, NY 14845
Attention: Contracts
Phone: 512-371-9995
Fax: 888-909-4727

- J. Counterparts: This Contract may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned, or electronically signed copies by either Party shall be binding as if they were original signatures.
- K. No Third-Party Beneficiaries: Nothing in this Contract shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Contract shall not confer any right, or remedy upon any person other than the Parties.
- L. Modification or Amendment: Neither this Contract nor any of its Exhibits may be amended or modified except by a written instrument signed by both Parties.
- M. Compliance with All Laws and Regulations: All of the work performed under this Contract by MSB shall comply with all applicable state and federal laws, rules, and regulations.
- N. Ambiguities: Each Party and its legal counsel have reviewed this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Contract.
- O. Entire Contract: This Contract, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

IN WITNESS HEREOF, the Parties hereto have executed this Contract.

THE CITY OF ALBANY, MINNESOTA

By: _____
[Name and title of signer]

GILA LLC d/b/a MUNICIPAL SERVICES BUREAU

By: _____
Elye Sackmary, President

Exhibit A

SCOPE OF SERVICES

1. Definitions

1.1. *Client Account*: The account or accounts established or designated by the Client to receive Payments collected or received by MSB on behalf of the Client pursuant to this Contract.

1.2. *Payment* or *Payments*: The credit card, debit card or e-check payments received or remitted to MSB for the Client's Obligations.

2. Payment Processing Services.

2.1. *Payments*: MSB will process Payments made for goods and services available from the Client via its website and other locations. Amounts for Payments will be entered manually by the individual or entity making the Payment. MSB shall have no control over the amount made or entered for Payment or to reconcile any account balance versus the Payment made.

2.2. *Payment Processing Methods*: MSB will process Payments made for Obligations through the third-party technologies defined herein.

2.3. *Payments Reported*: MSB will report Payments received by MSB, if any, and supply reports through MSB's The Nexus gateway on a schedule agreed to by the Parties. MSB's reporting shall be accomplished electronically in a manner and format agreed to by the Parties.

2.4. *Payments Deposited*: Exclusive of MSB's compensation as set forth herein, MSB will electronically deposit Payments, if any, into the Client Account on a schedule reasonably agreed to by the Parties. MSB is not required or expected to deposit Payments into the Client Account until after MSB has received the funds / Payments (i.e. MSB is not required to front any funds or Payments).

3. Payment Processing Technology

3.1. Website

3.1.1. MSB will provide a payment website customized as agreed upon by the Parties.

3.1.2. MSB will provide mobile device configured payment website customized as agreed upon by the Parties.

- 3.2. Customization Fees: MSB will not assess any fees or costs to the Client for customization of website appearance, website verbiage content, web services or other information transfer protocols, customization of receipt layouts, integration with the Client's software. If material customization is required after full execution of services herein listed in this Contract, fees for customization, if any, will be mutually agreed by the Parties.
4. Reporting Services: The Client will have access to settlement and other reports related to this Contract via a web portal, refereed herein as The Nexus. Such reports shall include but not be limited to: daily transaction detail, daily batch summary and detail, daily incoming chargeback and retrieval detail, monthly statements, and custom fields to track department specific data. MSB will provide the additional reporting services as agreed upon by the Parties.
5. Access: MSB will provide the Client authorized representatives with a logon and password to access their module and perform the administrative functions available through such module. The Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by MSB. Subject to Section 8 below, MSB shall be entitled to rely on any communications it receives under the Client passwords, logon information, and/or account number as having been sent by the Client, without conducting any further checks as to the identity of the user of such information, and MSB shall have no liability related thereto. However, if MSB reasonably believes any such communication or transaction to be suspicious or a fraudulent activity, it shall notify the Client as set forth in Section 8 below. MSB will not be responsible for the operability or functionality of any of the Client's computer equipment, system, browser or internet connectivity, and shall have no liability related thereto.
6. Notice of Unauthorized Activity: Each Party shall immediately notify the other Party in writing and/or by telephone of any potential theft or fraud or discrepancy in account balances, account activity, account status or unauthorized access to or misuse of confidential information.
7. Logos; Trademarks: The Client grants MSB permission and authorization to use and display the Client's logo and trademarks for use in the services contemplated by this Contract, as agreed upon by the Parties.
8. Merchant Account: The Client will not be required to be the holder of a Merchant Account Agreement. MSB will issue designated MID (Merchant ID) and sub-MID numbers for each and every one of the Client's departments that utilizes MSB's services under this Contract.

Exhibit B - Compensation to MSB – Fees to be paid by Client to MSB. The fees below are all-inclusive.

Transaction Type	Fee	Comments
Visa	2.90%	Minimum of \$2.00; per item fee charged on all settled transactions. These Fees are paid by user as a convenience fee
Master Card	2.90%	Minimum of \$2.00; per item fee charged on all settled transactions. These Fees are paid by user as a convenience fee
AMEX	2.90%	Minimum of \$2.00; per item fee charged on all settled transactions. These Fees are paid by user as a convenience fee
Discover	2.90%	Minimum of \$2.00; per item fee charged on all settled transactions. These Fees are paid by user as a convenience fee
E- Check	\$1.00	Flat Per Transaction. These Fees are paid by user as a convenience fee

Miscellaneous Charges:

1.	Monthly Maintenance Fees	\$0.00
2.	Monthly Minimum Discount	\$0.00
3.	Chargebacks (Credit Cards)	\$12.00
4.	Authorization Fee	\$0.00
5.	Online Access Fee	\$0.00 Per Month
6.	Return Fee (Refunds)	\$0.00
7.	Wireless Fee	\$14.50 Per Month (If Applicable)
8.	Wireless Authorization Fee	\$0.04 Per Transaction (If Applicable)
9.	Statement/On-File Fee	\$0.00
10.	VRU/ARU (Automated Response Unit)	\$0.75 Per Operator Assisted Call
11.	AVS (Address Verification Service)	\$0.00
12.	Funding/Deposit – Daily ACH	\$0.00
13.	ACH Fund Transfer	\$0.00
14.	Annual MID Fee	\$99.95 per MID

NOTICE
ECONOMIC DEVELOPMENT AUTHORITY MEETING

There will be a public meeting of the Economic Development Authority (EDA) in and for the City of Albany, Stearns County, Minnesota 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.

AGENDA

1. Appoint Chairperson and Acting Chairperson.
2. Act on minutes of January 20, 2022
3. Joseph Peternell, 1321 Shamrock Lane – present Business Subsidy application and agreement for tax abatement assistance for the purpose of constructing an office building
 - Jason Murray, David Drown Associates

Tom Schneider
Clerk/Adm.

**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 LL**

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 summaries 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