

**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, March 2, 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 February 16th
5. Open Forum/Public comment (3 to 5 minutes max.)
6. Dan Behnke, District Manager, Waste Management – discuss recap of 2021 refuse and recycling services provided to residential customers
7. Jason Murray, City Financial Consultant with the firm of David Drown Associates – present Resolution 2022-09 providing for the competitive negotiated sale of \$2,245,000 G.O. Permanent Improvement Revolving Fund Bonds, Series 2022A regarding financing the 2022 Midland Avenue (1st St. to 6th St. and adjacent alleys) Improvements.
8. Jeremy Mathiasen, City Engineer – present the following
 - Engineering Professional Agreement for the 2022 Midland Avenue Improvements
 - 2022 Trail Grant Application - Resolution 2022-10
 - Project updates
9. Reports of Boards and Department Heads
 - Keith Heitzman, Albany Golf Club Liaison – present AGC checkbook register
 - Mayor Tom Kasner, Albany Area Fire Board – update on board meeting held February 22nd
 - Joe Mergen, Public Works Supervisor
 - Tom Schneider, Clerk/Adm. – present the following:
 - MN Charitable Gambling LG230 application request by Albany Lions to conduct a raffle. (Resolution No. 2022-08)
 - Recommendation to consider a conditional job offer for the position of Assistant to the Administration/Police Department
10. Mayor's announcements and letters
11. Mayor to announce next regular Council meeting date (March 16th) 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, February 16, 2022, in the Council Room at 400 Railroad Avenue for the said City.

Other Council members present were: Councilors John R. Harlander, Keith Heitzman, 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, Sergeant Matt Gannon, Ross Tamm, 130 1st Street, and Ellarry Prentice, Staff Writer, the Star Post.

The council recited the Pledge of Allegiance.

The council took notice of approval of payment of bills. After due discussion, a motion was made by Keith Heitzman and seconded by Adam Rushmeyer to authorize electronic payments (payroll), transfers, and the payment of the following bills: Check Numbers 71656 to 71681. 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 February 2nd and hearing none declared them approved.

Open forum/public comments: none

John Hannon, Library Services Coordinator, Albany/Melrose Public Libraries, appeared before the council to present an activity report on the 2021 Albany Library operations. Mr. Hannon reported the following: circulation statistics (number of items checked out) was 92,815 items, an increase of 87.1% from 2020, a year plagued by COVID-19, and increase library hours. Mr. Hannon noted local programming and summer reading programs has been slowly coming back and library fines and late fees have been discontinued. Mayor Tom Kasner thanked Mr. Hannon for sharing the information with the council and hope the year 2022 will see more patrons.

Mr. Mathiasen presented to the council the following bids 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 that were publicly opened at 11:00 AM, on Wednesday, February 16th:

Contactor	Base Bid	Alternate No. 1	Base + Alt. No.1
Breitbach Construction Co.	\$1,976,660.89	\$32,039.70	\$2,008,700.59
C & L Excavating, Inc.	\$2,094,880.00	\$20,695.50	\$2,115,575.58
Kuechle Underground, Inc.	\$2,162,763.48	\$20,695.50	\$2,183,458.98
Northdale Construction Company	\$2,259,331.32	\$21,324.03	\$2,280,655.35
RL Larson Excavating, Inc.	\$2,269,434.15	\$21,462.00	\$2,290,896.15
Larson Excavating Const., Inc.	\$2,304,862.37	\$36,439.41	\$2,341,301.78
Duininck, Inc.	\$2,438,218.35	\$20,695.50	\$2,458,913.85
Ryan Contracting Company	\$2,575,984.00	\$47,523.00	\$2,623,507.00
Central Specialties, Inc.	\$2,583,390.49	\$20,695.50	\$2,604,085.99

Mr. Mathiasen informed the council the low base bid and alternate number one is Breitbach Construction Company, Elrosa, MN, in the amount of \$2,008,700.59. Mr. Mathiasen noted alternate number one included the concrete valley gutter in the east-west alleys. Mr. Mathiasen noted the council may just pave the whole alley with bituminous pavement but a concrete valley was discussed to improve stormwater flow and reduce issues with bituminous pavement in the center aisle in the future. Mr. Harlander noted he would be in favor of a concrete valley gutter and recommended the base bid and alternate number one be approved. Mr. Heitzman noted the concrete valley gutter will hold up much better

than bituminous. After due discussion and upon the recommendation by the city engineer, a motion was made by John R. Harlander who introduced the following resolution and moved its adoption:

**RESOLUTION 2022-06
RECEIVING BIDS AND AWARDING CONTRACT
2022 CAPITAL IMPROVEMENTS PROJECT
(Street and Utility Improvements)
(Breitbach Construction Co. - \$2,008700.59)**

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 the plans and specifications for the 1st Street (TH 238) Intersection and Utility Improvements. Mr. Mathiasen noted the improvements will include minimum utility work, the addition of a second stop sign for southbound to eastbound traffic, a splitter island with a dedicated right turn lane for southbound to westbound traffic. Mr. Mathiasen noted the intersection improvements are expected to increase pedestrian safety, reduce driver confusion, and should reduce vehicles stacking on the east leg of the intersection during peak hours. Mr. Mathiasen also noted the second part of the project includes sidewalk construction along the west side of 8th Street and north side of Shamrock Lane; whereby the estimated construction cost for the full project is approximately \$460,000 which is largely funded through MnDOT State Aid. After due discussion and upon the recommendation by the city engineer, a motion was made by Adam Rushmeyer who introduced the following resolution and moved its adoption:

**RESOLUTION 2022-05
RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS
1st Street (TH 238) Intersection and Utility 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 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. Bids to be publicly opened at 11:00 AM on Wednesday, March 16th.

Mr. Mergen informed the council the city received a savings of nearly \$15,000 in electric charges at the Water Treatment Plant in 2021 by using the standby generator during off-peak hours at the direction of Stearns Electric Association, the electric distribution cooperative. Mr. Mergen noted the annual electrical savings range anywhere from \$13,000 to \$16,000 annually and the current standby generator is projected to be replaced in the year 2025. Mr. Mergen also reported the total gallons of water pumped at the Water Treatment Plant in 2021 was 144,479,000 compared to 140,046,000 in 2020.

The council took notice of a Minnesota Lawful Gambling application submitted by the Albany FFA Alumni for the purpose of conducting a raffle on October 7, 2022. After due discussion, a motion was made by Mayor Tom Kasner who introduced the following resolution and moved its adoption:

**RESOLUTION NO. 2022-07
APPROVING MINNESOTA
LAWFUL GAMBLING EXEMPT PERMIT APPLICATION**

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.

Mayor Tom Kasner announced the next regular Council meeting for 6:30 o'clock in the evening on Wednesday, March 2, 2022, and adjourned the meeting at 7:00 PM.

Tom Schneider
Clerk/Adm.

Unofficial



February 24, 2022

RECOMMENDATIONS

Mr. Tom Kasner, Mayor
 Mr. Tom Schneider, City Administrator
 City of Albany
 400 Railroad Avenue
 P.O. Box 370
 Albany, MN 56307-0370

RE: General Obligation Permanent Improvement Revolving Fund Bonds, Series 2022A

Honorable Mayor Kasner, Members of the City Council, and Mr. Schneider:

The purpose of this letter is to provide information regarding financing recommendations for 2022 Capital Improvement project, consisting of Midland Avenue Area (1st Street to 6th Street and adjacent street and alleys). The City has previously received bids for the proposed improvements which have been used to complete these recommendations.

Overview of Project and Component Costs

The City of Albany is considering the reconstruction of Midland Avenue area, to include the replacement of water, sanitary sewer, storm sewer, and roadway improvements. The City has taken bids on the projects, with the low bid estimate of \$2,008,700.59 (includes base bid for project and alternate #1) on the construction project. Costs shown in this analysis are based on this low bid amount.

The major component costs and sources of funds are detailed below:

Construction	\$	2,008,700.59
Engineering/Material Testing	\$	358,000.00
Administration and Legal	\$	30,000.00
Contingency	\$	61,154.00
Total Project Costs	\$	<u>2,457,854.59</u>
Plus Issuance Costs (including discount)	\$	59,950.00
Plus Capitalized Interest	\$	35,117.10
Less- City Contribution ARPA Funds	\$	(304,000.00)
Less - PIR Fund Contribution	\$	<u>(3,921.69)</u>
RECOMMENDED SIZE OF BOND ISSUE	\$	2,245,000.00

General Obligation Permanent Improvement Bonds

For this project the City will utilize authority granted in Chapters 429 and 475. These bonds will be issued as General Obligation Permanent Improvement Revolving Fund Bonds. The statute requires that at least 20% of the costs be assessed against benefiting properties.

The bond issue will continue the City's use of PIR bonds. The City has issued PIR bonds on several occasions, with many still outstanding. PIR bonds can be managed collectively, which is what allows us to recycle prepaid assessments from prior projects to help finance improvement projects in the City.

Payment and Revenue Requirements

The proposed issue will have annual debt service payment of approximately \$179,000 per year for a 15-year term which will be funded by a combination of tax levy and special assessments. Again, we will manage this debt collectively with the City's PIR Debt Service Fund.

Please refer to the attached exhibit for bond details.

\$2,245,000 General Obligation Permanent Improvement Revolving Bonds, 2022A

If the Council chooses to fund this project in the manner proposed, David Drown Associates, Inc. recommends the project costs be financed through the issuance of \$2,245,000 of General Obligation Permanent Improvement Revolving (PIR) Bonds through a competitive sale process.

Key elements of the proposed issue are:

- Approximate 15-year term to be consistent with prior PIR bond issuance.
- Callable any time after 2/1/2030 @ par plus accrued interest.
- Offer up to 1% discount allowance.
- Standard & Poor's Rating (cost of rating more than offset by interest rate savings)
- Full Disclosure. The City already does full disclosure so no additional costs are incurred by pledging this type of disclosure.

Options Considered

USDA-Rural Development will provide funding for projects such as this through their Community Facilities Program if private financing is not available at reasonable rates and terms. As it is anticipated that the City can borrow at an interest rate that is lower than that offered by the program, the Community Facilities Program was not considered a suitable alternative in this instance.

In addition to the recommended competitive, conventional sale as noted above, I considered other options before coming to that conclusion. For instance, I looked at intergovernmental funding options (USDA, PFA, etc.) and MN Rural Water Association programs. These options were discarded for a variety of factors including, but not limited to:

- Eligibility of programs
- Application process, time delays and uncertainty of funding
- Pricing
- Additional administrative, legal costs & ongoing reporting burdens

Schedule and Issuance

The proposed schedule for putting the project financing in place is as follows:

March 2, 2022	Initiate the Competitive Sale Process
April 20, 2022	Receive Bids and Award Sale
May 9, 2022	Closing

If the Council determines that it is appropriate to proceed with the proposed project financing, it would be appropriate to act upon the enclosed resolution initiating the competitive sale process.

Thank you for your time and consideration of this material. Please feel free to contact me with any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Jason Murray". The signature is fluid and cursive, with the first name "Jason" and the last name "Murray" clearly distinguishable.

Jason Murray, Associate
David Drown Associates, Inc.

City of Albany, Minnesota

**\$2,245,000
General Obligation Permanent Improvement Revolving Fund Bonds, Series 2022A**

Uses of Funds	
Construction Bid	2,008,700.59
Engineering/Construction Services	358,000.00
Contingency	61,154.00
Admin/Legal	30,000.00
Total Project Costs	2,457,854.59
Underwriters Discount	22,450.00
Unused Underwriter's Discount Allowance	1.00%
Fiscal Fee	Verified
Bond Counsel	Estimate
Pay Agent Setup	750.00
Rating Fee	Verified
Printing & Misc	12,250
Other:	1,500.00
Capitalized Interest	35,117.10
Surplus Funds/(Deficit Funds)	-
	2,552,921.69
Sources of Funds	
Bond Issue	2,245,000.00
City Contribution	3,921.69
City Contribution - ARPA Funds	304,000.00
Other	-
	2,552,921.69

**Preliminary
Proposed for Competitive Sale**

Bond Details	
Set Sale	3/2/2022
Award Date	4/20/2022
Dated Date	5/9/2022
Closing Date	5/9/2022
1st Interest Payment	2/1/2023
Proceeds spent by:	12/31/2023
	to Dated Date
	2,213,746.00
Purchase Price	487,867.10
Net Interest Cost	2.4329%
Net Effective Rate	2.3232%
Average Coupon	9.115
Average Life	2.3109%
Yield	2/1/2030
Call Option	TBD
Purchaser	
Bond Counsel	Fryberger, Buchanan, Smith & Frederick, P.A.
Pay Agent	Northland Trust Services, Inc
Continuing Disclosure Authority	Full Disclosure
Tax Status	MN Statutes, 429, 475 Tax-Exempt, Bank Qualified

Payment Schedule				
12-Month Period ending	Principal	Rate	Interest	Payment Total
5/9/2022	-	-	-	-
2/1/2023	130,000	1.15%	35,117	35,117
2/1/2024	135,000	1.45%	48,253	178,253
2/1/2025	135,000	1.55%	46,368	181,368
2/1/2026	135,000	1.65%	44,275	179,275
2/1/2027	135,000	1.75%	42,048	177,048
2/1/2028	140,000	1.85%	39,685	179,685
2/1/2029	140,000	2.00%	37,095	177,095
2/1/2030	145,000	2.10%	34,295	179,295
2/1/2031	150,000	2.20%	31,250	181,250
2/1/2032	150,000	2.30%	27,950	177,950
2/1/2033	155,000	2.35%	24,500	179,500
2/1/2034	160,000	2.40%	20,858	180,858
2/1/2035	160,000	2.45%	17,018	177,018
2/1/2036	165,000	2.50%	13,098	178,098
2/1/2037	170,000	2.55%	8,973	178,973
2/1/2038	175,000	2.65%	4,638	179,638
	2,245,000		475,417	2,720,417
				35,117
				187,165
				190,436
				188,239
				185,900
				188,669
				185,950
				188,260
				190,313
				186,848
				188,475
				189,900
				185,868
				187,002
				187,921
				188,619
				2,854,682

Revenues					Tax Levy		Account Balances	
Collection Year	Special Assessments	PIR	Funds	Surplus (deficit)	Account Balance	Unused Discount & accrued interest >	Surplus (deficit)	Account Balance
2022	45,923	141,243	-	-	-	(35,117)	-	35,117
2023	45,923	144,513	-	-	-	-	-	-
2024	45,923	142,316	-	-	-	-	-	-
2025	45,923	139,977	-	-	-	-	-	-
2026	45,923	142,747	-	-	-	-	-	-
2027	45,923	140,027	-	-	-	-	-	-
2028	45,923	142,337	-	-	-	-	-	-
2029	45,923	144,390	-	-	-	-	-	-
2030	45,923	140,925	-	-	-	-	-	-
2031	45,923	143,978	-	-	-	-	-	-
2032	45,923	142,552	-	-	-	-	-	-
2033	45,923	143,978	-	-	-	-	-	-
2034	45,923	139,946	-	-	-	-	-	-
2035	45,923	141,080	-	-	-	-	-	-
2036	45,923	141,999	-	-	-	-	-	-
2037	45,923	142,697	-	-	-	-	-	-
	688,838	2,130,727	-	-	-	(35,117)	-	-

RESOLUTION 2022 - 09
PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF
\$2,245,000 G.O. PERMANENT IMPROVEMENT REVOLVING FUND BONDS, SERIES 2022A

A. WHEREAS, the City Council of the City of Albany, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue the City's \$2,245,000 General Obligation Permanent Improvement Revolving Fund Bonds, Series 2022A (the "Bonds"), to finance the costs of street and utility reconstruction project for the Midland Avenue Area (from First Street to Sixth Street and adjacent streets and alleys) (collectively the "Project") located within the City; and

B. WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), as its independent financial advisor for the Bonds and is therefore authorized to sell the Bonds by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9):

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

1. Authorization. The Council hereby authorizes David Drown to solicit bids for the competitive negotiated sale of the Bonds.

2. Meeting; Bid Opening. The Council shall meet at the time and place specified in the Terms of Offering attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The City Administrator, or designee, shall open bids at the time and place specified in such Terms of Offering.

3. Terms of Offering. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Offering" attached hereto as Exhibit A and hereby approved and made a part hereof.

Official Statement. In connection with said competitive negotiated sale, the officers or employees of the City are hereby authorized to cooperate with David Drown and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

Approved by the city council this 2nd day March, 2022.

Tom Kasner, Mayor

Tom Schneider, Clerk/Adm.

(S E A L)



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective March 2nd, 2022 (the "Agreement Date") by and between:

"Client"

Name: City of Albany, MN
Address: 400 Railroad Avenue, PO Box 370, Albany MN 56307
Phone: 320.845.4244
Representative: Mr. Tom Schneider, City Clerk/Administrator Email: tschneider@ci.albany.mn.us

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 3717 23rd Street South
Phone: 320.251.4553
Representative: Jeremy Mathiasen, Project Manager Email: jeremy.mathiasen@stantec.com

Project Name (the "Project"):

2022 Albany Capital Improvements

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

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

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

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

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

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

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

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

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

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals,

licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

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

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

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

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

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

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

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

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

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's

budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

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

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

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

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

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

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

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

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to \$1,000,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

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

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the

Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

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

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

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

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

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

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

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

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to

keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation. In particular, the parties acknowledge that disclosure of Personal Information may be required under the MN Government Data Practices Act or other applicable federal law.

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

SEVERABILITY: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

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

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

City of Albany, MN**Stantec Consulting Services Inc.**

Tom Kasner, Mayor.
Print Name and Title

Jeremy Mathiasen, Senior Associate
Print Name and Title

Signature _____

Signature Jeremy B. Mathiasen

Tom Schneider, City Clerk/Administrator
Print Name and Title

Keith Yapp, Principal
Print Name and Title

Signature _____

Signature Keith H. Yapp



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

City of Albany, MN
(hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(hereinafter called "Stantec")

EFFECTIVE: March 2nd , 2022

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

Preconstruction Services: Preliminary field survey, Feasibility Study, preparation of a preliminary assessment roll, council meeting presentations for the feasibility study and for the Public Improvement Hearing, Final design, preparation of construction drawings and specifications, preparation of final engineer's estimate, assisting the City with project advertising (advertising costs paid by the City), correspondence with bidders, attending bid opening at City Hall or virtually, tabulating bids and preparing award recommendation to the City Council.

Construction Services: Preparation of final assessment roll and presentation for the assessment hearing. Submission of Water Main permit to MDH (permit costs paid by City), storm water permit prepared by Contractor, prepare NPDES SWPPP binder for site, obtain two quotes for the required project material testing (all testing costs paid by the City). Provide construction staking, full time observation on-site for work involving pay items, construction management and project update meetings (usually weekly), preparation of partial and final payment vouchers for the Contractor, periodic communications to the property owners, preparation of change orders if needed.

Post Construction Services: Preparation of project punch list items, final project walk-through with the Contractor and City Public Works, review of sanitary sewer televising information, asbuilt field survey, preparation of project record plans, and final project closeout.

(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: Covering prior City authorized work, starting August 17, 2021

Estimated Completion Date: June 30, 2023

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Pre-construction Services: \$127,100

*Construction Services: \$208,260

Post Construction Services: \$19,800

Estimated Project Reimbursables (i.e. mileage, printing, etc.): \$2,800

Total Estimated Engineering Contract Amount: \$357,960

Project time will be billed on an hourly basis according to the yearly rates for the City of Albany, MN. Construction Services shown are based on a percentage of the Construction Costs. Actual costs may vary depending on Contractor efficiencies, weather delays, or other factors outside of Stantec's control. The construction observation costs are based on having one full-time field representative during the work. Construction staking will usually require a two-person

survey crew, although a one-person survey crew may be utilized for certain work tasks. The survey crew rates include costs for the survey vehicle, staking equipment and materials used.

Project specific charges, such as subconsultants; mileage, project-specific printing of deliverables; consumables; and other significant project-specific expenses will be invoiced in addition to labor fees and are estimated above.

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

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

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

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rates for the City of Albany. The Rate Table is subject to escalation on an annual basis, effective each January 1 during the term of this Agreement.

**ADDITIONAL
CONDITIONS:**

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

- No additional conditions

**ADDITIONAL
ATTACHMENTS:**

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

- None

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

Attachment B – RESOLUTION SUPPORTING APPLICATION

(See attachment checklist for instructions)

SAMPLE RESOLUTION

DELETE THIS PAGE AND REPLACE WITH ACTUAL RESOLUTION

WHEREAS, the City of _____, MN supports the grant application made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Program. The application is to reconstruct 0.35 miles of paved trail at North Park, along TH 238 and in Country Estates.

WHEREAS, the City of _____ recognizes that it has secured \$40,000 in local cash matching funds for this project and must provide a twenty-five percent (25%) cash match of the total project costs.

NOW, THEREFORE, BE IT RESOLVED, if the City of _____ is awarded a grant by the Minnesota Department of Natural resources, the City of _____ agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Sunnybrook will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that the applicant has read the Conflict-of-Interest Policy contained in the Trail Program Grant Manual and certifies it will report any actual, potential, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, the City Council of the City of _____ names the fiscal agent for the City of _____ for this project as:

Jane Doe
Director of Finance/Treasurer
City of _____
Address _____

BE IT FURTHER RESOLVED, the City of _____ hereby assures the trails will be maintained for a period of no less than 20 years.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF _____ THIS _____ DAY OF _____, 2022.

- MAYOR

ATTEST:

- CITY CLERK

To:	Mr. Tom Schneider and Albany City Council	From:	Jeremy Mathiasen
	City of Albany		St. Cloud Office
File:	193801690	Date:	February 25, 2022

Reference: Engineering Update for the 3/2/22 Council Meeting

2021 Capital Improvement Project

Construction work is on hold until the spring of 2022. Project record plan work is continuing.

Golfview Lift Station Improvements

Materials and equipment have been ordered. The Work will begin in early Spring.

2022 Capital Improvement Project

The Contractor is preparing material submittals and manhole shop drawings for review and approval. The Final project contracts were prepared and sent to the Contractor this week for review, and we will be reviewing their agreement bonds and insurance certificate. A preconstruction meeting will be scheduled for early April.

1st Street/TH 238 Improvements

The improvement project is being advertised for bids, with a letting date of March 16th.

Miscellaneous

- Stearns County Highway Department is currently planning for a public open house for the 2024 County Road 157 Improvement Project, to be held this July at City Hall.

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

Jeremy.mathiasen@stantec.com 320.266.5232

Albany Golf Club

Board of Directors

2/21/2022

Meeting called to order at 6:00pm by President Tom Blattner

Board Members Present: Tom Blattner, Craig Baggenstoss, Nathan Ronning, Joe Overman, Mara Stroeing

Board Members Absent: Tim Buerman, Harold Desautel

Others Present: Keith Heitzman, Aaron Kleinschmidt, Tom Kasner, Ben Kasner, Drew Habben

1. Review Meeting Minutes

- a. Minutes from 1/10/22 Monthly Board of Director Meeting
 - Motion to accept minutes by Overman
 - 2nd by Baggenstoss, approved by all, motion carried.

2. Course Marketing Review

- a. I-94 Interstate signage
 - i. Board reviewed latest revision of the sign.
 - Motion by Baggenstoss to approve the sign pending adjustments as discussed to the East Bound side of the sign. (Adjustments include adding toptracer logo to center of sign and text advertising events, parties, group outings)
 - 2nd by Stroeing, approved by all, motion carried.
- b. Course will look to hire Ludwig Photography (Jack Evans) this spring to update professional photos of the course and range for new marketing material.
- c. Board reviewed marketing proposals from the following companies: Dayta Marketing, Cohlab, LLC, and BadCat Digital.
 - i. In depth review included price evaluation, services provided, understanding of golf & entertainment industry, and an existing portfolio review.
 - Motion by Ronning to approve Dayta Marketing as the courses marketing service provider.
 - 2nd by Overman, approved by all, motion carried.

3. Course Project Update

- a. Nate presented information on landscaping around the main entrance of the clubhouse and flagpole.
 - i. Paul & Donna Wellenstein have committed to donating \$10,000 for landscaping improvements to club entrance, contingent on a professional design.
 - ii. Supreme Landscape will come to the club early spring when snowpack is starting to melt. They will walk the areas to be developed, check drainage & elevations, take measurements, and gather notes/ideas on what we want the product to look like (\$150 consulting fee). From there he would charge at an hourly rate of \$80/hr. to develop a drawing. Drawings will take ~6 hours or \$500 for this +/- depending on how many revisions we do.

- b. Tom B. presented quotes for bathroom/storage addition to the toptracer.
 - i. The board received two (2) quotes for the following: Material, Labor, Plumbing, Electric, Concrete.
 - Motion by Overman for approval of a not to exceed amount of \$28,000.00, based on bids provided to board for construction of the bathroom/storage addition to toptracer.
 - 2nd by Baggenstoss, approved by all, motion carried.
 - ii. Construction of the bathroom/storage addition is scheduled to start next week with the anticipation construction will be complete by the end of May.
 - iii. Keith mentioned city building permit will be required prior to start of construction.

c. *[Carry over from January]*

A few final punch list items remain on the renovations completed last fall. Tim will communicate with Bryan to stay engaged until all punch list items are complete. Punchlist items are outlined below:

i. **Lighting**

- Lighting from building needs improvement to illuminate new walkways and parking areas.
- Existing light structures near range need to be rotated 90degrees away from roof of range structure to better illuminate range entrance.

ii. **Safety Rails**

- Guard rails need to be installed on the switchback of the new cart path, posts are roughed in but need to be capped and aircraft cable needs to be strung through.

iii. **New Patio**

- New lower patio needs to be filled with sand.
- Railing for bar top needs to be finished with support for Granite. Posts are currently roughed in.
- *Granite top is to be donated in exchange for top tracer time*

iv. **Range Curtain**

- Curtain is installed but cannot be used until a range camera is adjusted.

4. Tom & Ben Course Maintenance Update

- a. Tom and Ben will resume employment starting March 1st.
- b. They will begin retrofitting the new mule (4wd) to pick the range while there is snow on the ground
- c. Not a lot of clarity around timing of new fairway mowers, speaking with the sales rep Tom is hopeful for a May delivery but timing is fluid.
 - i. Once new mowers are delivered, old mowers will be cleaned and brought to public auction.
 - ii. Board reviewed loan quote from the city. The board determined the AGC will purchase one (1) mower outright and seek approval from the city for a 5-year loan at 1.0% for the second mower.
- d. Discussion was held on creating a new monument sign to help direct parking where there is confusion utilizing the city's parking lot.
 - i. Tom K. and Keith to follow up at the next city council meeting.

5. Clubhouse Update

- a. Aaron is scheduling to open the kitchen & range on March 3rd. He will post new business hours this week

- i. Thursday and Friday 3-9pm
 - ii. Saturday 12-9pm
 - iii. Sunday 12-6 pm
 - iv. Board suggests opening the bar for full service along with new range and kitchen hours.
- b. Staffing is looking good, course is currently at 7 staff members including a potential toptracer lead, Drew Habben.
 - i. Board requested that Aaron put an official job description for lead position together for review. Including but not limited to; roles, responsibilities, duties, guidelines, expectations, and position hierarchy to create accountability for new position.

6. Course Financial Review

- i. Bank statements were presented
 - Motion to approve financials by Overman
 - 2nd by Ronning, approved by all, motion carried

7. 2022 Budget

- a. Board discussed proposed wage increases for all hourly and salaried clubhouse and maintenance staff for 2022 season.
 - Motion made by Blattner to increase salaried employee wages by 6.0%
 - 2nd by Overman, approved by all, motion carried.
- b. Aaron, Tom & Ben presented 2022 course budget.
 - i. 2022 budget is \$1,064,441.00
 - ii. Overall budget saw a 16.4% increase from last year, due to cost-of-living inflation, additional months of rent for toptracer (4 months pro-rated last year with new system) and increase in capital expenditures due to new fairway mowers and range curtain.
 - Motion by Overman to approve budget of \$1,064,441.00 for 2022 season.
 - 2nd by Baggenstoss, approved by all, motion carried.

Motion to adjourn at 9:15pm by Baggenstoss, 2nd by Stroeing

Submitted by Nate Ronning

Pursuant to due call and notice thereof a regular meeting of the Albany Area Fire Board was called to order by Chairman Tom Kasner at 6:40 o'clock in the evening on Tuesday, February 22, 2022, at the Albany Fire Hall, 221 4th Street, in and for the City of Albany, Stearns County, Minnesota.

Board members present were: John Greer, Town of Albany, Dan Stommes, Town of Farming, Scot Laing, Town of Krain, Gary Winkels, Fire Chief, and Tom Kasner, City of Albany. Others present were: Tom Schneider, Clerk/Adm., Chad Frieler, Assistant Fire Chief, Greg Muellner, Secretary, and Rodney McNamar, fireman.

Chairman Tom Kasner called for any corrections or additions to the minutes of the meeting held on July 28, 2021, and hearing none declared the minutes approved as written.

Mr. Winkels informed the board of the following:

- 2022 AFD officers: Gary Winkels, Fire Chief, Chad Frieler, Assistant Chief, Derrick Dirkes, Assistant Chief, Steve Frericks, Treasurer, and Greg Muellner, Secretary.
- Albany Firemen's Relief Association audit submitted to State of MN. Years of service fireman benefit to be discussed at July board meeting.
- Due to absence of treasurer, AFD Treasurer's report to be email to board.

Mr. Muellner appeared before the board to present to the board the number of calls the department responded to in the year 2021 including, but not limited to fires, medicals, COVID, mutual aid, fire alarms, etc. Mr. Muellner noted in 2021 there were 233 calls for service.

Mr. Winkels informed the board \$5,000+/- charitable gambling funds were used to purchase equipment in 2021 and another \$90,000 deposited in the Capital Equipment Fund to be used to purchase new vehicles in the future. Mr. Winkels informed the board Steve Pelzer, the Charitable Gambling Manager for the department, has done a great job in the administration and coordination of gambling activities at Shady's Hometown Tavern and Events Center, the charitable gambling site.

Mr. Schneider presented to the board a financial report for operations of the fire department for the year 2021 and the board's proposed contribution to the 2022 Capital Equipment Fund, an increase of three-percent (3%) annually. Mr. Schneider noted the aforesaid fund balance ending January 2022 is \$383,000+/. Mr. Schneider noted the jurisdiction reimbursements to the department for 2021 operations is higher than previous years, but overall, the department was slightly under the 2021 budget (\$245,101). Mr. Schneider noted the 2020 budget was \$31,000+/- under budget. Mr. Schneider also noted training exceeded the budget and the DNR 50/50 grant program will reimburse the department in 2022 for expenditures in 2021. Mr. Greer questioned if the budget may be provided to each jurisdiction for the past three-years. Mr. Schneider informed the board the budget information and other miscellaneous information can easily be provided within a day or so. After due discussion, a motion was made by Dan Stommes and seconded by Scot Laing to approve the aforementioned 2021 Fire Department operations reimbursement and 2022 Capital Equipment Fund contribution. All voted for the motion and it carried. The reimbursement by each jurisdiction is attached to the minutes as Exhibit A.

Mr. Winkels reported to the board the following:

- Rosenbauer Engine No. 1 pumper final cost: \$505,000+/-
- Stearns Electric Association 10-year payment for new pumper: \$26,000+/- annually
- 2001 aerial fire truck from Sauk Rapids F.D. estimated delivery date: March 15th
- FEMA grant submitted for nozzles/hoses: \$50,000
- 2022 golf tournament will be held at the Albany Golf Course on Monday, August 8th.
- The 2021 Firemen's Banquet will be held Saturday, March 26th.

- The annual Firemen's Dance will be held at Shady's Hometown Tavern and Event Center, on Saturday, April 9th.

Mr. Winkels presented to the board the number of drills (12) and calls (233) responded to by each fireman in 2021. Mr. Winkels noted the firemen are required to attend a minimum of 70% regular scheduled drills as per the bylaws, but due to COVID this section was not enforced. Mr. Winkels noted Article XIII, Section 3, Rules Governing all Meetings, require firemen to attend one out of four consecutive regular meetings; whereby an individual in violation of this section may request a hearing before the Albany Area Fire Board prior to a suspension and/or termination from the department. Rodney McNamar, a fireman, appeared before the board to inform the board he violated this section of the by-laws due to a new job which requires him to work out of state. Mr. McNamar informed the board he is committed to the department and in the future, he will make arrangements to drive back to attend meetings and would like to continue to be a member of the department. Chairman Tom Kasner, with the consensus of the board, thanked Mr. McNamar for attending the meeting and encouraged him to comply with the bylaws in the future.

Mr. Winkels informed the board the evening response of firemen attending calls for service is declining for some reason or another. Mr. Winkels questioned if the department membership should be increased to allow more flexibility of hiring someone that may be fully trained from another department who moved to the area. Mr. Stommes questioned if the lack of attendance in the evening response is related to the severity of the call for service or should the bylaws be amended to include language to require a percentage of calls be attended and if in violation, the annual contribution to the relief association for that person can be adjusted. Mr. Laing questioned if the department ever considered the idea of designating fireman who would only respond to fire or medical calls being some individuals don't necessarily want to fight a fire. Mr. Winkels noted he is looking at all options and will contact other departments for ideas or suggestions how to improve attendance for service calls in the evening hours and will report the information to the board at the July meeting.

Mr. Winkels invited the board to view the new Engine No. 1 pumper truck and other equipment in the fire station.

Chairman Tom Kasner adjourned the meeting at 7:30 PM.

Tom Schneider
Clerk/Adm.

EXHIBIT A

2/22/2022

ALBANY FIRE DEPARTMENT, INC.**REIMBURSEMENT FOR 2021 FIRE DEPARTMENT OPERATIONS and 2022 CAPITAL INVESTMENT FUND****2021 INCOME & EXPENSES**

<u>ITEM</u>	<u>EXPENSES</u>	<u>INCOME</u>	<u>NET COST</u>
MEETINGS/WAGES	\$56,760		\$56,760
Training	\$18,464	9,845	\$8,619
WORKERS COMP	\$10,655		\$10,655
RELIEF	\$58,226	\$33,976	\$24,250
SUPPLIES	\$608		\$608
LEGAL FEES	\$0		\$0
TELEPHONE	\$1,487		\$1,487
INSURANCE	\$7,474	\$1,892	\$5,582
ELECTRIC	\$2,562		\$2,562
NATURAL GAS	\$2,110		\$2,110
FIRE HALL O/M	\$4,419		\$4,419
EQUIPMENT REPAIR	\$37,195		\$37,195
PUBLISHING/DUES/FEES	\$5,824	\$1,650	\$4,174
CAP INVEST. FUND	\$29,851	\$29,851	\$0
DNR Grant Program	\$6,445		\$6,445
AFD Gambling	\$4,795	\$4,795	\$0
HWY FIRES/MEDICALS	\$0	\$10,055	(\$10,055)
SUM:	\$246,876	\$92,064	\$154,811

CAP INVEST. FUND				
<u>(3% annual inc.)</u>	<u>Gov't Entity</u>	<u>2022 Cap. Inv.</u>	<u>2021 OPERATIONS</u>	<u>TOTAL</u>
	CITY (56%)	\$17,217	\$86,694	\$103,912
	ALBANY (28%)	\$8,609	\$43,347	\$51,956
	FARMING (10%)	\$3,075	\$15,481	\$18,556
	KRAIN (6%)	\$1,846	\$9,289	\$11,134
	TOTAL	\$30,747	\$154,811	\$185,558

<u>BUDGET ITEM</u>	<u>2021</u>	<u>EXPENSES</u>	<u>OVER/UNDER</u>
MEETINGS/Wages	\$80,000	\$56,760	(\$23,240)
TRAINING	\$6,700	\$18,464	\$11,764
WORKERS COMP	\$10,500	\$10,655	\$155
RELIEF	\$51,500	\$58,226	\$6,726
SUPPLIES	\$2,900	\$608	(\$2,292)
Legal Fees	\$150	\$0	(\$150)
TELEPHONE	\$2,300	\$1,487	(\$813)
PUBLISHING/DUES/FEE	\$3,500	\$5,824	\$2,324
INSURANCE	\$10,000	\$7,474	(\$2,526)
ELECTRIC	\$3,100	\$2,562	(\$538)
NATURAL GAS	\$2,600	\$2,110	(\$490)
FIRE HALL O/M	\$6,000	\$4,419	(\$1,581)
EQUIPMENT REPAIR	\$31,000	\$37,195	\$6,195
CAP INVEST. FUND	\$29,851	\$29,851	\$0
OTHER EQUIPMENT/DNR/NEW	\$5,000	\$6,445	\$1,445
EQUIP. REIM BY GAMBLING	\$0	\$4,795	\$4,795
TOTAL:	\$245,101	\$246,875	\$1,774

**ALBANY FIRE DEPARTMENT, INC.
"REIMBURSEMENT" FOR CAPITAL INVESTMENT FUND AND DEPARTMENT OPERATIONS**

	2013	2014	2015	2016	2017	2018	2019	2020	2021
CITY OF ALBANY	\$88,869	\$90,826	\$81,888	\$91,442	\$102,514	\$79,150	\$86,648	\$82,975	\$103,912
ALBANY TOWNSHIP	\$44,435	\$45,413	\$40,944	\$45,722	\$51,257	\$39,574	\$43,324	\$41,488	\$51,956
FARMING TOWNSHIP	\$15,870	\$16,219	\$14,623	\$16,329	\$18,306	\$14,135	\$15,473	\$14,817	\$18,556
KRAIN TOWNSHIP	\$9,522	\$9,731	\$8,774	\$9,798	\$10,984	\$8,480	\$9,284	\$8,891	\$11,134
	\$158,696	\$162,189	\$146,229	\$163,291	\$183,061	\$141,339	\$154,729	\$148,171	\$185,558



