

**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, October 6, 2021, 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 September 15th
5. Open Forum/Public comment (3 to 5 minutes max.)
6. Jeremy Mathiasen, City Engineer – Project updates
 - Present pay application number 5 for the 2021 Capital Improvement Project
7. Reports of Boards and Department Heads
 - Joseph Mergen, Public Works Supervisor
 - Ozzie Carbajal, Police Chief
 - Tom Schneider, Clerk/Adm.
 - update on unpaid water bills
 - recommendation to discontinue dog licensing in 2022
 - recommendation for approval to execute an Assignment and Assumption of Liability Agreement subject to TIF Development Agreement dated August 1, 1997 on behalf of S & S Lodging, LLC dba Baymont
8. Mayor's announcements and letters
9. Mayor to announce next regular Council meeting date (October 20th) 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, September 15, 2021, in the Council Room at 400 Railroad Avenue for the said City.

Other Council members present were: Councilors John R. Harlander, Keith Heitzman, Al Amdahl, and Adam Rushmeyer. None were absent.

Others present were: Tom Schneider, Clerk/Adm., Joe Mergen, Public Works Supervisor, Jeremy Mathiasen, the City Engineer with the firm of Stantec, Inc., St. Cloud, MN, Ozzie Carbajal, Police Chief, Kate Asfeld, Staff Reporter, The Star Post.

The Council recited the Pledge of Allegiance.

The Council took notice of approval of payment of bills. After due discussion, a motion was made by John R. Harlander and seconded by Keith Heitzman to authorize electronic payments (payroll), transfers, and the payment of the following bills: Check Numbers 71265 to 71309. 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 September 1st and hearing none declared them approved.

Open forum/public comments: Jean Pundsack, 211 Railroad Avenue, appeared before the Council to talk about North Lake and traffic noise on Railroad Avenue.

Mr. Mathiasen appeared before the council to question what reconstruction improvements the council would like to see with the proposed improvements to County Highway #157 (Railroad Avenue) west of the intersection of 8th Street and Railroad Avenue in the year 2024 or 2025. Mr. Harlander noted the street should be reconstructed similar to other projects the city has undertaken the past several years and recommended the installation of a new sidewalk on the north side of the roadway. Mayor Tom Kasner, with the consensus of the council, directed Mr. Mathiasen to inform the county the city will consider the following improvements: sidewalk extension from 9th St. to Lake Wobegon Trail west of 13th St., curb/gutter, removal of concrete beneath existing bituminous, and 2024 construction start date. Mr. Mathiasen noted a public information meeting will be held by the county related to the proposed improvements in the spring of 2022.

Mr. Mathiasen presented to the Council a resolution authorizing Stantec, Inc., the City's Engineering firm, to prepare a preliminary engineering report for the proposed 2022 Capital Improvements. Mr. Mathiasen noted the proposed improvements would include Midland Avenue (from 1st Street and 6th Street) and 2nd, 3rd, 4th, and 5th Streets (between Railroad Avenue and Midland Avenue and adjacent alley's. Mr. Mathiasen also noted the improvements would consist of new streets, curb, water main, sewer main, storm sewer, and services. Mr. Mathiasen also noted all benefitted properties would be assessed for a portion of the improvements similar to past reconstruction improvements. After due discussion, a motion was made by Adam Rushmeyer who introduced the following resolution and moved its adoption:

RESOLUTION 2021-23
CALLING FOR A PRELIMINARY
ENGINEERING REPORT
2022 CAPITAL IMPROVEMENTS
(Midland Avenue and connecting roadways and alleys)

The motion for the foregoing Resolution was seconded by Al Amdahl and after a full discussion thereon and upon a vote being taken thereon, the following voted in favor thereof: Mayor Tom Kasner, Councilors Adam Rushmeyer, John R. Harlander, Al Amdahl, 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 John R. Harlander to approve electronic payments, transfers, and the payment of the following: checks 39960-40000. Voting for the motion were Councilors John R. Harlander, Keith Heitzman, Adam Rushmeyer, and Al Amdahl, and none voted against. Mayor Tom Kasner abstained and the motion carried. Mr. Heitzman also updated the council on proposed future improvements and course activities.

Mr. Schneider presented to the Council a proposed 2022 Budget which includes the Police, Fire, Street, Park, Library, Water, Sewer, Capital Equipment Plans, Administration Departments, debt service, and employee benefits. Mr. Schneider noted that the preliminary 2021 property tax levy for payable 2022 is due on or before September 30th to the Stearns County Auditor's Office. Mr. Schneider noted the proposed levy is \$1,093,413, an increase of 2.34%, and the proposed City's 2022 tax capacity rate would be 4.58%, a decrease. Mr. Schneider noted the city may reduce the levy amount at the December Trust and Taxation public hearing, but not increase the amount. After due discussion, a motion was made by Mayor Tom Kasner and seconded by Al Amdahl to direct the City Clerk/Administrator to forward to the Stearns County Auditor the proposed levy of \$1,093,413 and to set the initial meeting at 6:30 PM, or as soon as thereafter on Wednesday, December 1st, and the final adoption meeting of the said levy at 6:30 PM, or as soon as thereafter, on Wednesday, December 15th at 400 Railroad Avenue, the City Administration Building. All voted for the motion and it carried.

Mayor Tom Kasner announced the next regular Council meeting for 6:30 o'clock in the evening on Wednesday, October 6, 2021, and adjourned the meeting at 7:25 PM.

Tom Schneider
Clerk/Adm.

UNOFFICIAL

To:	Mr. Tom Schneider and Albany City Council City of Albany	From:	Jeremy Mathiasen St. Cloud Office
File:	193801690	Date:	October 1, 2021

Reference: Engineering Update for the 10/6/21 Council Meeting

2021 Capital Improvement Project

Partial Payment Voucher #5 is on the agenda for your review and consideration. The Contractor has been touching up the seeding areas and other miscellaneous items before the end of the construction season. The remaining work will be in the Spring.

Golfview Lift Station Improvements

Tim and Chuck (Stantec) met with Joe and Gary on site this week to review the lift station site and discuss details for the final design and solicitation of bids. Final design work is underway and the guys discussed sending out for bids in early December, with work planned to start in the Spring.

2022 Capital Improvement Project

As the field topo is completed, we are well into the feasibility report, working on preliminary utility layouts and estimated costs. We are intending to present the feasibility study at the October 20th Council meeting.

1st Street/TH 238 Improvements

Plans and cost estimates for the 1st Street / 238 intersection improvements and the sidewalk improvements along 8th Street and Shamrock Lane are being submitted to MnDOT next Tuesday for review and comment.

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

Jeremy.mathiasen@stantec.com 320.529.4366

To:	Mr. Tom Schneider	From:	Jeremy Mathiasen
	Albany City Hall		St. Cloud, MN
File:	193805123	Date:	October 1, 2021

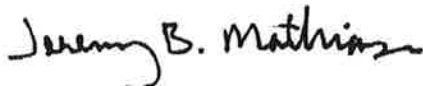
Reference: 2021 Capital Improvements – Payment Application No. 5

For your consideration at your October 6th Council meeting is Payment Voucher No. 5 for the 2021 Capital Improvement Project.

Payment Voucher No. 5 has been prepared for your review and generally includes the restoration work and utility testing. The payment also decreases the project retainage from 5% to 2.5%, which the City has typically done once the project is substantially complete and in good standing. The amount due, minus the retainage, for **Payment Voucher No. 5 is \$51,869.81.**

Stantec is recommending approval of Payment Voucher No. 5 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
Associate

Phone: 320 529 4366
Jeremy.Mathiasen@stantec.com

Attachment: Payment Voucher No.5

**PARTIAL PAYMENT
CONTRACT VOUCHER NO. 5
CONTRACT NO. 193805123**

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

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

Contract for: 2021 Capital Improvements

Contract Approval Date: March 3, 2021

Completion Dates:

Substantial: August 27, 2021

For Period Ending: September 17, 2021

Final: June 24, 2022

ORIGINAL CONTRACT AMOUNT:	\$ 1,271,829.92	TOTAL AMOUNT TO DATE:	\$ 1,121,008.57
NET CHANGE ORDERS (thru No.):	\$ -	LESS AMOUNT RETAINED (2.5%):	\$ 28,025.21
NET SUPPLEMENTAL AGREEMENTS (thru No.):	\$ -	AMOUNT DUE TO DATE:	\$ 1,092,983.36
NET WORK ORDERS (thru No.):	\$ -	LESS PREVIOUS PAYMENTS:	\$ 1,041,113.55
CURRENT CONTRACT AMOUNT:	\$ 1,271,829.92	NET AMOUNT DUE:	\$ 51,869.81

Owner's Approval:

I hereby approve payment of this voucher.

Dated: _____

Signature: _____
City of Albany

Engineer's Recommendation:

This Partial Payment Voucher meets the requirements of the Contract Documents and payment of the above NET AMOUNT DUE is recommended.

Dated: 10/1/21 _____

Signature: Jeremy B. Mathias
Stantec

CERTIFICATE FOR PARTIAL PAYMENTS

Contractor's Certification:

This is to certify that, to the best of my knowledge, information and belief, the quantities and values of work performed as stated herein is a fair approximate estimate of the work performed and the materials furnished for the period covered by this voucher.

Dated: _____

Signature: _____
Breitbach Construction Co.

**2021 Capital Improvements
PARTIAL PAYMENT
CONTRACT VOUCHER NO. 5
CONTRACT NO. 193805123**

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

Line No.	Item	Unit	Unit Price	Contract		Work Included on this Voucher		Work Complete - to Date	
				Quantity	Amount	Current Quantity	Current Amount	Quantity to Date	Amount to Date
2021 Capital Improvements									
26	INSTALL SIGN	EACH	\$147.00	8.00	\$ 1,176.00	8.00	1,176.00	8.00	1,176.00
27	INSTALL MAIL BOX CLUSTER SUPPORT & BOXES	EACH	\$183.80	5.00	\$ 919.00	5.00	919.00	5.00	919.00
28	INSTALL EXISTING 2' X 3' CATCH BASIN	EACH	\$1,307.00	1.00	\$ 1,307.00		-	-	-
29	INSTALL LIGHT POLE & BASE	EACH	\$1,050.00	1.00	\$ 1,050.00		-	1.00	1,050.00
30	INSTALL SALVAGED GRAVEL	SQ YD	\$8.40	130.00	\$ 1,092.00		-	130.00	1,092.00
31	INSTALL PAVING STONES	SQ FT	\$18.90	132.00	\$ 2,494.80		-	132.00	2,494.80
32	ADJUST VALVE BOX	EACH	\$225.80	5.00	\$ 1,129.00		-	-	-
33	ADJUST FRAME & RING CASTING	EACH	\$367.50	2.00	\$ 735.00	1.60	588.00	1.60	588.00
34	VALVE BOX ADJUSTMENT RING	EACH	\$94.50	18.00	\$ 1,701.00		-	-	-
35	MANHOLE ADJUSTMENT RING	EACH	\$236.20	5.00	\$ 1,181.00		-	-	-
36	HYDRANT EXTENSION	LIN FT	\$1,195.00	2.00	\$ 2,390.00		-	-	-
37	COMMON EXCAVATION (P)	CU YD	\$15.12	8,800.00	\$ 133,056.00		-	7,700.00	116,424.00
38	SUBGRADE EXCAVATION (EV)	CU YD	\$1.26	2,180.00	\$ 2,746.80		-	-	-
39	SELECT GRANULAR BORROW (CV)	CU YD	\$12.97	4,359.00	\$ 56,536.23		-	4,028.00	52,243.16
40	SUBGRADE GRANULAR BORROW (CV)	CU YD	\$6.51	2,180.00	\$ 14,191.80		-	-	-
41	SELECT TOPSOIL BORROW -SCREENED (LV)	CU YD	\$19.69	1,769.00	\$ 34,831.61		-	1,412.00	27,802.28
42	PLACE SALVAGED AGGREGATE (CV)	CU YD	\$5.36	1,300.00	\$ 6,968.00		-	1,300.00	6,968.00
43	GEOTEXTILE FABRIC TYPE V	SQ YD	\$1.59	13,077.00	\$ 20,792.43		-	13,077.00	20,792.43
44	GEOGRID	SQ YD	\$0.93	2,042.00	\$ 1,899.06		-	-	-
45	AGGREGATE SURFACING (LV) CLASS 2	CU YD	\$27.93	15.00	\$ 418.95		-	15.00	418.95
46	AGGREGATE BASE (CV) CLASS 5 - ROADWAY	CU YD	\$23.63	3,539.00	\$ 83,626.57		-	3,816.00	90,172.08
47	AGGREGATE BASE (LV) CLASS 5 - DRIVEWAY/WALK	CU YD	\$17.33	135.00	\$ 2,339.55		-	135.00	2,339.55
48	BITUMINOUS WEARING COURSE MIXTURE - ROADWAY	TON	\$81.90	1,044.00	\$ 85,503.60		-	-	-
49	BITUMINOUS WEARING COURSE MIXTURE - DRIVEWAY	TON	\$210.00	10.00	\$ 2,100.00		-	-	-
50	BITUMINOUS NON WEARING COURSE MIXTURE	TON	\$76.65	1,392.00	\$ 106,696.80		-	1,337.00	102,481.05
51	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$13.65	4,970.00	\$ 67,840.50		-	5,127.00	69,983.55
52	CONCRETE CURB & GUTTER SURMOUNTABLE	LIN FT	\$13.39	300.00	\$ 4,017.00		-	352.00	4,713.28

Line No.	Item	Unit	Unit Price	Contract		Work Included on this Voucher		Work Complete - to Date	
				Quantity	Amount	Current Quantity	Current Amount	Quantity to Date	Amount to Date
2021 Capital Improvements									
53	7" CONCRETE VALLEY GUTTER & APRONS	SQ YD	\$75.58	24.00	\$ 1,813.92		-	24.00	1,813.92
54	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$47.25	792.00	\$ 37,422.00		-	1,080.00	51,030.00
55	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$40.93	43.00	\$ 1,759.99		-	43.00	1,759.99
56	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$44.50	602.00	\$ 26,789.00		-	811.00	36,089.50
57	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$45.32	833.00	\$ 37,751.56		-	442.00	20,031.44
58	36" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$120.45	80.00	\$ 9,636.00		-	80.00	9,636.00
59	48" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$260.79	72.00	\$ 18,776.88		-	72.00	18,776.88
60	36" RC PIPE SEWER ENERGY DISSIPATOR	EACH	\$716.14	7.00	\$ 5,012.98		-	5.00	3,580.70
61	54" X 48" RC PIPE REDUCER	EACH	\$2,997.00	1.00	\$ 2,997.00		-	-	-
62	18" RC PIPE APRON	EACH	\$830.00	1.00	\$ 830.00		-	1.00	830.00
63	36" RC PIPE APRON	EACH	\$2,678.00	1.00	\$ 2,678.00		-	1.00	2,678.00
64	CONSTRUCT DRAINAGE STRUCTURE 2' X 3'	EACH	\$2,257.57	7.00	\$ 15,802.99		-	7.00	15,802.99
65	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-402	EACH	\$2,446.50	10.00	\$ 24,465.00		-	10.00	24,465.00
66	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-402	EACH	\$4,282.00	2.00	\$ 8,564.00		-	2.00	8,564.00
67	STORM WATER BMP - SAFL BAFFLE	EACH	\$4,133.00	1.00	\$ 4,133.00		-	1.00	4,133.00
68	STORM WATER BMP - SKUNK	EACH	\$3,063.00	1.00	\$ 3,063.00		-	1.00	3,063.00
69	RANDOM RIPRAP CLASS II	CU YD	\$115.50	6.00	\$ 693.00		-	6.00	693.00
70	RANDOM RIPRAP CLASS III	CU YD	\$115.50	12.00	\$ 1,386.00		-	13.00	1,501.50
71	GEOTEXTILE FILTER TYPE IV	SQ YD	\$4.74	27.00	\$ 127.98		-	-	-
72	4" PERF PE PIPE DRAIN W/ SOCK	LIN FT	\$4.64	5,325.00	\$ 24,708.00		-	5,025.00	23,316.00
73	DRAIN TILE RISER W/ GV COVER	EACH	\$115.50	26.00	\$ 3,003.00		-	17.00	1,963.50
74	CONNECT DRAIN TILE INTO EXISTING STRUCTURE	EACH	\$105.00	4.00	\$ 420.00		-	4.00	420.00
75	CONNECT TO EXISTING STORM SEWER	EACH	\$840.00	5.00	\$ 4,200.00		-	5.00	4,200.00
76	CONNECT INTO EXISTING CATCH BASIN	EACH	\$709.00	1.00	\$ 709.00		-	1.00	709.00
77	8" PVC SANITARY SEWER PIPE, SDR 35, 8-13' DEEP	LIN FT	\$27.66	1,165.00	\$ 32,223.90		-	1,159.00	32,057.94
78	IMPROVED PIPE FOUNDATION	LIN FT	\$4.20	774.00	\$ 3,250.80		-	-	-
79	CONSTRUCT SANITARY MANHOLE	EACH	\$3,173.00	3.00	\$ 9,519.00		-	3.00	9,519.00

Line No.	Item	Unit	Unit Price	Contract		Work Included on this Voucher		Work Complete - to Date	
				Quantity	Amount	Current Quantity	Current Amount	Quantity to Date	Amount to Date
2021 Capital Improvements									
80	SANITARY MANHOLE OVERDEPTH	LIN FT	\$164.78	3.72	\$ 612.98		-	3.72	612.98
81	4" PVC DOUBLE SWEEP PIPE CLEANOUT	EACH	\$518.00	1.00	\$ 518.00		-	1.00	518.00
82	8"X4" PVC WYE	EACH	\$236.28	18.00	\$ 4,253.04		-	20.00	4,725.60
83	8"X6" PVC WYE	EACH	\$320.00	1.00	\$ 320.00		-	-	-
84	4" PVC SANITARY SERVICE PIPE	LIN FT	\$19.30	850.00	\$ 16,405.00		-	856.00	16,520.80
85	6" PVC SANITARY SERVICE PIPE	LIN FT	\$25.73	33.00	\$ 849.09		-	-	-
86	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$110.26	19.00	\$ 2,094.94		-	20.00	2,205.20
87	CONNECT TO EXISTING SANITARY SEWER	EACH	\$696.00	2.00	\$ 1,392.00		-	2.00	1,392.00
88	TELEWISE SANITARY SEWER	LIN FT	\$1.31	1,165.00	\$ 1,526.15	1,159.00	1,518.29	1,159.00	1,518.29
89	6" PVC WATERMAIN	LIN FT	\$32.03	80.00	\$ 2,562.40		-	70.00	2,242.10
90	8" PVC WATERMAIN	LIN FT	\$27.60	2,584.00	\$ 71,318.40		-	2,583.00	71,290.80
91	6" GATE VALVE AND BOX	EACH	\$1,540.25	4.00	\$ 6,161.00		-	4.00	6,161.00
92	8" GATE VALVE AND BOX	EACH	\$2,068.55	11.00	\$ 22,754.05		-	11.00	22,754.05
93	5" HYDRANT	EACH	\$4,121.25	4.00	\$ 16,485.00		-	4.00	16,485.00
94	FITTINGS	POUND	\$5.77	1,186.00	\$ 6,843.22		-	1,266.00	7,304.82
95	1" CORPORATION STOP	EACH	\$236.26	19.00	\$ 4,488.94		-	20.00	4,725.20
96	1" CURB STOP & BOX	EACH	\$355.95	19.00	\$ 6,763.05		-	20.00	7,119.00
97	1" TYPE K COPPER PIPE	LIN FT	\$22.81	685.00	\$ 15,624.85		-	595.00	13,571.95
98	CONNECT TO EXISTING WATER MAIN	EACH	\$756.00	8.00	\$ 6,048.00		-	8.00	6,048.00
99	8" WATER MAIN OFFSET	EACH	\$2,153.00	1.00	\$ 2,153.00		-	3.00	6,459.00
100	TEMPORARY WATER SYSTEM	LUMP SUM	\$5,250.00	1.00	\$ 5,250.00		-	1.00	5,250.00
101	CONNECT TO EXISTING WATER SERVICE	EACH	\$113.42	19.00	\$ 2,154.98		-	20.00	2,268.40
102	3" POLYSTYRENE INSULATION	SQ YD	\$26.30	10.00	\$ 263.00		-	24.00	631.20
103	6" UTILITY CONDUIT	LIN FT	\$14.89	47.00	\$ 699.83		-	50.00	744.50
104	FERTILIZER & SEED, MNDOT 25-151	SQ YD	\$1.77	10,359.00	\$ 18,335.43	9,559.00	16,919.43	10,359.00	18,335.43
105	HYDRAULIC SOIL STABILIZER, TYPE 5	SQ YD	\$0.37	10,359.00	\$ 3,832.83	9,559.00	3,536.83	10,359.00	3,832.83
106	EROSION CONTROL BLANKETS CATEGORY 4	SQ YD	\$4.20	670.00	\$ 2,814.00		-	-	-
107	2.5" DECIDUOUS TREE, CELEBRATION MAPLE	EACH	\$761.33	6.00	\$ 4,567.98		-	-	-
108	2.5" DECIDUOUS TREE, DONALD WYMAN CRAB	EACH	\$761.25	4.00	\$ 3,045.00		-	-	-

Line No.	Item	Unit	Unit Price	Contract		Work Included on this Voucher		Work Complete - to Date	
				Quantity	Amount	Current Quantity	Current Amount	Quantity to Date	Amount to Date
2021 Capital Improvements									
109	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$3.15	550.00	\$ 1,732.50		-	448.00	1,411.20
110	SILT FENCE, TYPE FLOATING	LIN FT	\$23.10	50.00	\$ 1,155.00		-	75.00	1,732.50
111	FILTER LOG TYPE STRAW BIOROLL	LIN FT	\$3.15	60.00	\$ 189.00		-	200.00	630.00
112	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	\$262.50	2.00	\$ 525.00		-	2.00	525.00
113	STORM DRAIN INLET PROTECTION	EACH	\$131.24	21.00	\$ 2,756.04		-	15.00	1,968.60
114	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$78.74	35.00	\$ 2,755.90		-	8.00	629.92
115	TRAFFIC CONTROL	LUMP SUM	\$19,845.00	1.00	\$ 19,845.00		-	0.95	18,852.75
116	FURNISH SIGN PANEL (STOP SIGN)	EACH	\$73.67	3.00	\$ 221.01	3.00	221.01	3.00	221.01
117	SIGN SUPPORT	EACH	\$73.67	3.00	\$ 221.01	3.00	221.01	3.00	221.01
118	24" SOLID LINE WHITE-PAINT	LIN FT	\$13.08	119.00	\$ 1,556.52		-	-	-
TOTALS					\$ 1,271,829.92		\$ 25,099.57		\$ 1,121,008.57

ASSIGNMENT AND ASSUMPTION OF LIABILITY AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LIABILITY AGREEMENT (“Agreement”) made this 6th day of October, 2021, by and among S & S Lodging, LLC, a Minnesota limited liability company (hereinafter referred to as “Assignor”), and Sneh Care Hospitality, LLC, a Minnesota limited liability company (hereinafter referred to as “Assignee”), and the City of Albany, a Minnesota City (hereinafter referred to as “City”).

RECITALS:

A. Assignor is the owner of real property located in the City of Albany, legally described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN (the “Property”), which Assignor desires to sell to Assignee. The Property is subject to a TIF Development Agreement, dated August 1, 1997, (“TIF Development Agreement”); and

B. Assignor desires to assign its interest in the TIF Development Agreement to Assignee and Assignee desires to assume all obligations of Assignor pursuant to said TIF Development Agreement; and

C. Section 5.3 of the TIF Development Agreement requires the written consent and approval of the City prior to any transfer or assignment of Assignor’s interest in the TIF Development Agreement; and

D. Pursuant to Section 5.3 of the TIF Development Agreement, both Assignor and Assignee are requesting City to consent to the assignment and assumption of the TIF Development Agreement and to enter into this Agreement; and

E. All parties hereto wish to consent to the assignment and assumption of Assignor’s interest in the TIF Development Agreement, and to enter into this Agreement; and

F. In consideration of the execution of this Agreement, Assignor is willing to assign its interest in the TIF Development Agreement to Assignee and Assignee is willing to assume all obligations of Assignor pursuant to said TIF Development Agreement.

NOW, THEREFORE, in consideration of the recitals and of the mutual promises, representations, warranties and covenants hereinafter set forth, it is hereby agreed as follows:

1. City hereby consents to the assignment of Assignor's interests in the TIF Development Agreement by Assignor to Assignee; and to Assignee's assumption of the Assignor's obligations under the TIF Development Agreement in accordance with the terms of this Agreement.
2. Assignor hereby assigns its entire interest in and to the TIF Development Agreement, including, but not limited to, any accrued but unpaid note payments, abatements, or other TIF assistance payable thereunder after the date of this Agreement, to Assignee.
3. Assignor covenants, and the City agrees, that Assignor is not in default under the TIF Development Agreement, and that Assignor hereby has full and lawful authority to assign the TIF Development Agreement.
4. Assignee hereby assumes and agrees to be subject to, bound by, and to perform all of the terms, covenants, restrictions, obligations and conditions of Assignor pursuant to the TIF Development Agreement.
5. Assignor shall be released of any further liability under the TIF Development Agreement, and Assignee shall be primarily liable for the TIF Development Agreement and the performance of the covenants and obligations provided in the TIF Development Agreement.
6. These Presents shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
7. If any term, covenant, restriction or provision of this Agreement is determined to be void, invalid or unenforceable, the remainder of the terms, covenants, restrictions or provisions of this Agreement shall remain in full force and effect.
8. Neither this consent, nor previous consents by the City shall be construed to release Assignee from the obligation of obtaining the City's consent to a future transfer of the TIF Development Agreement. All other terms and conditions in the TIF Development Agreement not expressly modified herein remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

say that he is the _____ of Sneh Care Hospitality, LLC, the limited liability company named in the foregoing instrument and that said instrument was signed on behalf of said limited liability company by authority of its Board of Governors and acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF STEARNS)

On this ___ day of October, 2021, before me a Notary Public within and for said County, personally appeared Tom Kasner and Tom Schneider, to me known, who being by me duly sworn, the Mayor and City Administrator, respectively, of the City of Albany, the city named in the foregoing instrument and that said instrument was signed on behalf of said corporation by authority of its Mayor and said Council acknowledged said instrument to be the free act and deed of said city.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Tom Schneider, Administrator
City of Albany
PO Box 370
Albany, MN 56307
320.845.4244

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

